

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES



**Regular Board Meeting
August 11, 2022**



Thursday, August 11, 2022 REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA

Time: 5:30 p.m.

Code: Regular #02-22/23

The August 11, 2022, REGULAR BOARD MEETING WILL BE CONDUCTED EXCLUSIVELY VIA CONFERENCE TELEPHONE AND THROUGH "ZOOM" VIDEO CONFERENCING. THE DISTRICT OFFICE AND BOARD ROOM WILL NOT BE OPEN AND AVAILABLE FOR THE PUBLIC TO ATTEND AND PARTICIPATE IN THE BOARD MEETING AT THE DISTRICT OFFICE. MEMBERS OF THE PUBLIC MAY PARTICIPATE AND COMMENT IN REAL TIME IN OPEN SESSION THROUGH THE FOLLOWING MEANS:

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

2. THE ZOOM MEETING CAN BE ACCESSED AS FOLLOWS:

Join Zoom Meeting <https://arUSD-org.zoom.us/j/89575659615>

One tap mobile

+16699006833, Meeting ID:895 7565 9615# US (San Jose)

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

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

1. Live stream Youtube English Channel "AlumRock TV"

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

In compliance with the Americans with Disabilities Act and Executive Order N-08-21, if you need Special Assistance, Disability-Related modifications or accommodation, including auxiliary aids or services, in order to participate in the Regular Board Meeting of the Board of Trustees, please contact the office of the District Superintendent at (408) 928-6822 or by email at maribel.carrillo@arUSD.org immediately and the district will make reasonable arrangements to ensure accommodation and electronic accessibility to this meeting.

1. OPEN SESSION - CALL TO ORDER AND ROLL CALL

1.01 CALL TO ORDER/ ROLL CALL/LAND ACKNOWLEDGMENT- Board of Trustees of the Alum Rock Union Elementary School District does hereby acknowledge that the District schools and facilities sit on the traditional lands of the Muwekma Ohlone people, and the Board of Trustees further acknowledges with respect and reverence the Muwekma Ohlone People Tribe of the San Francisco Bay Area for their stewardship of these lands;/ PLEDGE OF ALLEGIANCE -- PRESIDENT ANDRES QUINTERO.

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

1.03 WELCOME AND EXPLANATION TO AUDIENCE: Any person may address the Board on any item on the meeting agenda. Persons who wish to speak on an item on the agenda will have an opportunity to do so when that agenda item is introduced and presented during this meeting. If you wish to speak on an item on this agenda please use the "Raise hand" function on Zoom as described above when the agenda item is called. There is a limit of 2 minutes for each speaker. The Board has the right to limit total public comment on any agenda item to no more than 20 minutes. Persons who wish to speak to the Board about any matter within the jurisdiction of the District but not on this agenda will have an opportunity to speak during item 2.01 on this agenda as stated below.

2. CLOSED SESSION

2.01 RECESS TO CLOSED SESSION: The Board will recess to Closed Session at approximately 6:15 p.m. Open Session will resume at conclusion of Closed Session.

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

2.03 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9): CTG Construction, Inc. v. Alum Rock Union Elem. School District, Santa Clara County Superior Court case no. 20CV367630; Alum Rock Union Elementary School District v. Karen Martinez, Santa Clara County Superior Court case no. 21CV381923; Alum Rock Union Elementary School District v. Dolores Marquez, Santa Clara County Superior Court case no. 20CV372554; Alum Rock Union Elementary School District v. Esau Herrera, Santa Clara County Superior Court case no. 21CV382117. Leal & Trejo, APC v. Alum Rock Union Elem. Sch. District, Santa Clara County Superior Court case no. 19CV356647. Alum Rock Union Elem. Sch. District v. Del Terra Real Estate Services, Inc., San Mateo County Superior Court case no. 20-CIV-02466.

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

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

2.06 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Title: Behavior Intervention Supervisors.

2.07 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Title: Occupational Therapists.

3. RECONVENE TO OPEN SESSION VIA ZOOM AT APPROXIMATELY 6:20 P.M.

4. Special Presentation- Discussion, consideration and action

4.01 Recognition of Amigo de Alum Rock.

4.02 Recognition of a Certificate of Gratitude.

5. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

5.01 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.

6. COMMENTS AND COMMUNICATION

6.01 Alum Rock Administrator's Association (ARAA).

6.02 Teamsters.

6.03 California School Employee's Association (CSEA).

6.04 Alum Rock Educator's Association (AREA).

6.05 Superintendent.

6.06 Board of Trustees/Communications/Comments.

7. 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.)

7.01 Discussion/Consideration to Approve Resolution No. 06-22/23 Authorizing Remote Virtual/Teleconference Meetings Of The Board And District Committees Subject To The Brown Act For The Period August 12, 2022 - September 12, 2022.

7.02 Approve Certification of Election Results – June 7, 2022 Statewide Direct Primary Election (Measure I).

7.03 Approve Contract with Legal Services with Santa Clara County.

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

8.01 Award of Bid Package and Contract for #B2223-Bonds13, Repair and/or Replace Play Structure Mat at San Antonio ES and Adelante I ES.

8.02 Award of Bid Package and Contract for #B2223-Bonds15 at Adelante I, Cesar Chavez Early Learning Center, Ocala STEAM Academy, Renaissance at Fischer, and Renaissance at Mathson: Monument Signs.

8.03 Approve Contract with Studio W Architects for Architectural Services.

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

9.01 Approve Resolution No. 04-22/23 to Accept the CalSHAPE Grant in the Amount of \$1,228,474.80.

10. 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.)

10.01 Approve Obsolete Materials: SAVVAS Math (Pearson/Envision).

11. 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.)

11.01 Approve Certificated Substitute Pay Rates Effective August 12, 2022.

11.02 Resignations (Information Only).

12. 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.)

12.01 Approve Master Contract with Tutorwork Academic Service for 2022-2023 SY. Tutorworks will provide an on-site and/or virtual academic intervention tutoring program that is customized to address students' specific needs. The program integrates certified staff and technology based support as part of the instructional program. Submitted by: State & Federal Programs, \$250,000 dollars.

13. 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.)

13.01 Approve Board Meeting Minutes for the following dates: June 28, 2022, Special Board Meeting and July 21, 2022, Regular Board Meeting.

13.02 Approve Fundraising Activities.

13.03 Approve Acceptance of Grant/Award Notification.

13.04 Approve Acceptance of Vendor & Payroll Warrants.

13.05 Approve/Ratify Notices of Employment and Changes of Status/August 11, 2022.

13.06 Approve Contracts for Professional Services -Firms/Organizations

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

13.08 Approve Resolution No. 05-22/23 Inventory Disposal.

13.09 Current Enrollment (Information Only).

14. BOARD WILL RECONVENE TO CLOSED SESSION (IF NECESSARY)

14.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

15. FUTURE BOARD AGENDA REQUESTS

15.01 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

16. ADJOURNMENT

16.01 President adjourns the meeting.

17. NEXT MEETING(S)

17.01 September 8, 2022 (2022-23 School Year).

4.01

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

Subject Recognition of Amigo de Alum Rock.

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

August 11, 2022
Regular Board Meeting

4.01

Hilaria Bauer, Ph.D., Superintendent

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

4.02

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 Recognition of a Certificate of Gratitude.

Information Only

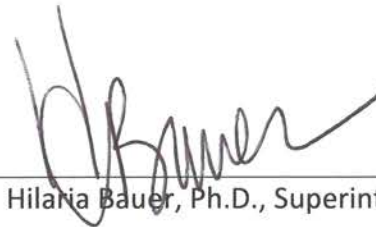
Submitted by: Hilaria Bauer, Ph.D. Title: Superintendent

To the Board of Trustees:
Information Only

Meeting: August 11, 2022
Regular Board Meeting

4.02

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

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

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

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

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

Approve

Submitted by: <u>Hilaria Bauer, Ph.D.</u>	Title: <u>Superintendent</u>
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To the Board of Trustees:

Meeting:

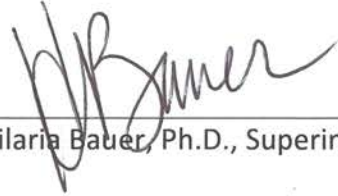
August 11, 2022

Regular Board Meeting

Approve

7.01

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____

Seconded by: _____

Approved: _____

Not Approved: _____

Tabled: _____

RESOLUTION NO. 06-22/23

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD AND BOARD AND DISTRICT COMMITTEES SUBJECT TO THE BROWN ACT FOR THE PERIOD AUGUST 12, 2022 – SEPTEMBER 12, 2022

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

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

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

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

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

WHEREAS, such conditions now exist in the District; and

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District, this 11 day of August , 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____(Clerk)

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 EDUCATION

To the Board of Trustees:

Subject Approve Certification of Election Results- June 7, 2022 Statewide District Primary Election (Measure I).

Approve

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

To the Board of Trustees:
Approval

Meeting:

August 11, 2022
Regular Board Meeting

7.02

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

County of Santa Clara

Registrar of Voters

1555 Berger Drive, Bldg. 2

San Jose, CA 95112

Mailing Address: P.O. Box 611360, San Jose, CA 95161-360

(408) 299-VOTE (8683) 866-430-VOTE (8683) FAX: (408) 998-7314

www.sccvote.org



July 7, 2022



Hilaria Bauer, Ph.D
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

RE: Certification of Election Results – June 7, 2022 Statewide Direct Primary Election

Dear Dr. Bauer:

Enclosed are the Certificate of Election Results, Official Results and Statement of Votes for the contest(s) in your jurisdiction.

Pursuant to Elections Code Section 15400, the Governing Board should accept the Statement of Votes and Certificate of Election Results, and declare the totals to be the final results of the election.

Please contact Election Division Coordinator Bren Lehr at 408-282-3041 should you have questions or need anything further.

Sincerely,

A handwritten signature in black ink, appearing to be "Bren Lehr", written over a circular stamp.

Bren Lehr, Election Division Coordinator
Candidate Services Division
County of Santa Clara Registrar of Voters

Encl/BL

CERTIFICATE OF ELECTION RESULTS

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

I, Shannon Bushey, Registrar of Voters of the County of Santa Clara, State of California, hereby declare:

1. A Statewide Direct Primary Election was held in the County of Santa Clara, in the **Alum Rock Union School District**, on June 7th, 2022 for the purpose of submitting the following measure to the voters:

I Without increasing current rates, to help protect schools from budget cuts, to continue improving local elementary/middle schools by protecting reading, writing, math, science, technology and arts/music, recruiting/retaining qualified teachers and counselors, extending student support, shall Alum Rock Union Elementary School District's measure renewing its existing \$214.10 parcel tax for 7 years, adjusted annually, providing \$4,500,000 yearly, be adopted, with senior exemptions, independent citizens oversight, no funds for administrator salaries, and all funds staying local to benefit students?

2. The official canvass of the returns of the election was conducted by the Office of the Registrar of Voters in accordance with the appropriate provisions of the Elections Code of the State of California.

3. The Statement of Votes Cast, now on file at my office, shows the whole number of votes cast for **Measure I** in each of the precincts and the total shown is true and correct.

WITNESS my hand and Official Seal this 7th day of July, 2022.



Shannon Bushey
Shannon Bushey, Registrar of Voters

June 7, 2022 Statewide Direct Primary Santa Clara County Official Final Results

Elector Group	Counting Group	Voters Cast	Registered Voters	Turnout
Total	Precinct	15,811		1.58%
	Vote by Mail	342,037		34.14%
	Total	357,848	1,001,791	35.72%

Precincts Reported: 599 of 599 (100.00%)

Measure G - Fremont Union High School District - Bond Measure

Precincts Reported: 63 of 63 (100.00%)

Candidate	Total	
BONDS-YES	23,550	55.71%
BONDS-NO	18,725	44.29%
Total Votes	42,275	

Measure H - Mount Pleasant School District - Parcel Tax

Precincts Reported: 11 of 11 (100.00%)

Candidate	Total	
YES	2,144	68.54%
NO	984	31.46%
Total Votes	3,128	

Measure I - Alum Rock Union School District - Parcel Tax

Precincts Reported: 38 of 38 (100.00%)

Candidate	Total	
YES	8,537	69.42%
NO	3,761	30.58%
Total Votes	12,298	

7.03

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 Contract with Legal Services with Santa Clara County.

Approve

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

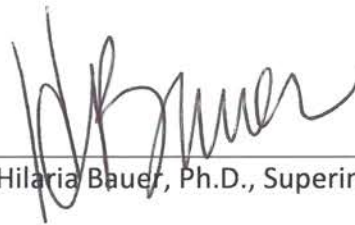
To the Board of Trustees:
Approval

Meeting:

August 11, 2022
Regular Board Meeting

7.03

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

**AGREEMENT BETWEEN
THE COUNTY OF SANTA CLARA AND
ALUM ROCK UNION SCHOOL DISTRICT
FOR LEGAL SERVICES**

This Agreement ("Agreement") is made effective July 1, 2022, by and between the County of Santa Clara ("County") and Alum Rock Union School District ("District") so that the County may provide legal services to District.

1. Nature of Services.

County, through the Office of the County Counsel, will provide legal services for District including but not limited to research and general advice as requested by District.

2. Term of Agreement.

This Agreement is effective from July 1, 2022, to and including June 30, 2023, unless terminated earlier in accordance with Section 4.

3. Compensation.

A. For the fiscal year ending June 30, 2023, County shall be compensated for services provided under this Agreement at the hourly rate of \$278.00 for attorneys, \$124.00 for paralegals, and reimbursable expenses and costs incurred. County will provide District with a new rate schedule no less than thirty days prior to when a new rate schedule will apply.

B. County will provide District with monthly invoices, which shall be accompanied by a detailed summary of activities undertaken over the course of the preceding month.

C. District will cooperate with the Office of the County Counsel completely, including without limitation, promptly paying all invoices for services rendered and costs advanced. In no event will payments be made later than 45 days after receipt.

4. Termination.

A. Either party may terminate this Agreement without cause by giving the other party ten (10) days' written notice. However, if County elects to terminate this Agreement, District's rights under any pending matter arising from County's services hereunder will not be prejudiced due to such termination as required by the Rules of Professional Conduct of the State Bar of California.

B. In the event of termination, County will deliver to District copies of all documents and other work performed by County under this Agreement and upon receipt thereof, County will be paid for services performed and reimbursable expenses incurred to the date of termination.

5. Conflicts of Interest.

The District acknowledges that the County Counsel's Office is charged with responsibility to represent the County of Santa Clara and its dependent special districts, including all its boards, commissions, departments, and officers. Given the nature of the County Counsel's Office, it must preserve its ability to represent the County on matters that may arise in the future, including matters in which the County's interests are adverse to the District's interest. The County Counsel's Office is not willing to undertake representation of the District in the absence of the District's consent as set forth in this section because the County Counsel's Office must preserve the ability to represent its primary client, the County. The District's engagement of the County Counsel's Office with respect to any particular matter includes the District's consent to the County Counsel's Office's ongoing representation of its primary client, the County, in all matters, including transactions and litigation, in which the interests of the County are potentially or actually adverse to the interests of the District and notwithstanding that the County Counsel's Office may have obtained confidential information from the District, subject to the conditions below.

At the time the District engages the services of the County Counsel's Office for a particular matter, the County Counsel's Office will inform the District based on the available facts of any specific matters in which the County's interests and the District's interests are then actually or potentially adverse. Neither the County, the District, nor the County Counsel's Office intends to provide for the County Counsel's Office continuing representation of both the District and the County in matters where the interests of the District and the County are actually adverse, but the parties anticipate that any such instances are likely to be very rare. In the event that an unanticipated actual conflict of interest arises during the course of representation, the County Counsel's Office will promptly inform the District that a conflict has arisen, and will discontinue representing the District and will continue to represent the County. In such a circumstance, the County Counsel's Office shall not disclose the reasons for the conflict to the District if the County client has requested that those reasons remain confidential. The District acknowledges that in such a circumstance it is free to hire substitute counsel of its own choosing and at its own expense.

The District acknowledges that its consent to the County Counsel's ongoing representation of the County in matters where the interests of the County and District are potentially or actually adverse has significant implications that the District has considered. For example, the County Counsel's Office may take positions antagonistic to the District, or seek to compel documents or testimony from the District, in litigation brought by third parties against the County and the District where the County does not represent the District. The County Counsel's Office may learn confidential information

in the course of representing the District that may be relevant to matters in which the interests of the County and District become adverse. In that case, the County Counsel's Office will create an ethical wall between the attorney who formerly represented the District and the attorney representing the County.

By signing this Agreement, the District acknowledges that it has been advised of the potential conflicts associated with concurrent representation; that it has been advised of the County Counsel's Office's present and continuing relationship with the County; and that the District, upon requesting assistance from the County Counsel's Office on a particular matter, and having been presented with the information about potential and actual conflicts of interest as required by this section, provides its consent under Rule 1.7 of the Rules of Professional Conduct to the County Counsel's Office's ongoing representation of the County, notwithstanding any potential or actual conflict of interest between the County and the District that exists or may develop. The District waives any and all rights to disqualify the County Counsel's Office from representing the County based on a conflict of interest arising out of concurrent representation of the County and the District. And the District's consent and waiver extends to "subsequent representation," where by reason of the County's former representation of the District in a matter, the County has confidential information material to a matter in which the County's interests are adverse to the District's interests, and the County Counsel's Office no longer represents the District in any matter.

In addition, the County Counsel's Office represents other school districts and other public entities in Santa Clara County. In the event that an unanticipated actual or potential conflict of interest arises between or among two or more non-County public-entity clients represented by the County Counsel's Office during the course of representation of the District, the County Counsel's Office will immediately notify the District of the actual or potential conflict and either (1) the District will acknowledge and waive the actual or potential conflict, in which case the County Counsel's Office will erect an ethical wall between the attorney representing the District and the attorney representing the other non-County public entity client; or (2) if the District declines to waive the actual or potential conflict, the County Counsel's Office will withdraw from representing all non-County public-entity clients in that matter. If the County Counsel's Office must withdraw from representing all non-County public-entity clients in a matter, the District acknowledges that it is free to hire substitute counsel of its own choosing and at its own expense.

6. Insurance.

Each party is self-insured and during the term of this Agreement shall maintain in force (i) a commercial general liability insurance or program of self-insurance that provides limits of no less than one million dollars (\$1,000,000.00) per occurrence or two million dollars (\$2,000,000.00) per annual aggregate; (ii) a policy of workers' compensation providing statutory coverage; (iii) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement. The policy shall require the insurer to provide to the other party a thirty (30)

day written notice of any cancellation or reduction of such insurance or the insured party shall provide such written notice under its self-insurance plan. Each party agrees to provide the other with a certificate of insurance upon request.

7. Indemnification.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code section 895.6, or any other statute, regulation, or rule that may otherwise affect the terms of this Agreement, the Parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the County and District agree to the following:

A. Claims Arising From Sole Acts or Omissions of County.

The County agrees to defend and indemnify District, its agents, officers, and employees (hereinafter collectively referred to as "District") from any claim, action, or proceeding against District, arising solely out of the acts or omissions of the County in the performance of this Agreement. At its sole discretion, District may participate at its own expense in the defense of any claim, action, or proceeding, but such participation shall not relieve the County of any obligation imposed by this Agreement. District shall notify County promptly of any claim, action, or proceeding and cooperate fully in the defense.

B. Claims Arising from the Sole Acts or Omissions of District.

District agrees to defend and indemnify the County, its agents, officers, and employees (hereinafter collectively referred to as "County") from any claim, action, or proceeding against County, arising solely out of the acts or omissions of District in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any claim, action, or proceeding, but such participation shall not relieve District of any obligation imposed by this Agreement. County shall notify District promptly of any claim, action, or proceeding and cooperate fully in the defense.

C. Claims Arising From Concurrent Acts or Omissions.

County agrees to defend itself and the District agrees to defend itself, from any claim, action, or proceeding arising out of the concurrent action or omissions of County and District. In such cases, County and District agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs except as provided in section E below.

D. Joint Defense.

Notwithstanding paragraph C above, in any case where County and District agree in writing to a joint defense, County and District may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of District and County. Joint defense counsel shall be selected by mutual agreement of the

County and District. County and District agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in section E below. County and District further agree that neither party may bind the other to a settlement agreement without the written consent of both County and District.

E. Reimbursement and/or Reallocation.

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and District may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

8. Notices.

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing in accordance with this section:

To District: Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127
Attn: Superintendent

To the County: Office of the County Counsel
County of Santa Clara
70 West Hedding Street, Ninth Floor
San Jose, CA 95110
Attn: Rob Coelho, Assistant County Counsel

9. Governing Law, Venue.

This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement will be in the County of Santa Clara.

10. Relationship of Parties; Independent Contractor.

County will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of District. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this Agreement. The parties are not, and will not be construed to be, in a relationship of joint venture, partnership, or employer-employee. Neither party has the authority to make any statements, representations, or commitments of any kind on behalf of the other party, or

to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein.

11. Amendments.

This Agreement may be amended only by an instrument signed by the parties.

12. 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 one and the same instrument.

13. Contract Execution.

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

14. Severability.

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

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15. Waiver.

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.

IN WITNESS WHEREOF, County and District have executed this Agreement as of the date above written.

ALUM ROCK UNION SCHOOL
DISTRICT

COUNTY OF SANTA CLARA

DR. HILARIA BAUER
Superintendent
Date: _____

DocuSigned by:

James Williams

JAMES R. WILLIAMS
County Counsel
Date: 7/5/2022

DocuSigned by:

Jeffrey V. Smith

JEFFREY V. SMITH
County Executive

Approved as to Form and Legality:

DocuSigned by:

Laura Trice

LAURA S. TRICE
Deputy County Counsel

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

8-01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees:

Date: August 11, 2022

To the Superintendent of Schools

Subject: Award of Bid Package and Contract for #B2223-Bonds13 Repair and/or Replace Play Structure Mat at San Antonio ES and Adelante I ES.

Play Mat has become a hazardous condition for students. The Mats require replacement with new poured in place mat.

As a result, Request for proposal B2223-Bonds13 was issued. The new poured in place rubberized mat will be installed.

The following bids were received.

<u>Bidder Name</u>	<u>Contract Amount</u>
1 KYA Services LLC	\$147,213.00
2 Selway Construction, Inc.	\$219,929.00
(Contract Amount includes Base Bid, Contingency, Additive Alternate)	

Recommendation: Staff recommend the Board of Trustees award the bid & contract to KYA Services LLC as the lowest responsive bidder for the San Antonio ES and Adelante I ES Mat Repair and/or Replacement Package.

Submitted by: Kolvira Chheng 

Title: Assistant Superintendent, Business Services

Approved by: Hilaria Bauer, Ph. D.

Title: Superintendent

To the Board of Trustees:

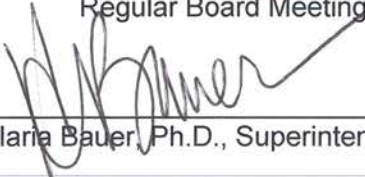
Meeting: August 11, 2022

Recommended Approval

8-01

Agenda Placement

Regular Board Meeting


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

**AGREEMENT FOR CONSTRUCTION SERVICES
(SMALL PROJECTS – B2223-Bonds13 - PLAY SURFACE REPAIR AND REPLACEMENT
PROJECT, ADELANTE I ES, AND SAN ANTONIO ES)**

AGREEMENT NUMBER _____

THIS AGREEMENT is made and entered into this 11st day of August, 2022, by and between **KYA Services, LLC** ("Contractor") and Alum Rock Union School District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of **One Hundred Forty-Seven Thousand Two Hundred Thirteen and No/100 Dollars (\$147,213.00)** ("Contract Price"), the following services ("Services" or "Work"):

Repair and Replace Play Surface at Adelante I ES, and San Antonio ES, as described in the Scope of Work, attached as Exhibit "A".

The Contract Price is comprised of and includes the indicated, accepted Alternates:

\$ 22,305.00 Adelante I ES Base Bid
\$111,525.00 San Antonio ES Additive Alternate 1
\$133,830.00 Total Bid
\$ 13,383.00 Owners Contingency*
\$147,213.00 Total Contract Amount Base Bid + Alternate + Contingency

* Contingency is included in the Total Contract Price. The Contingency is the Owners Contingency. The Contingency may be used for unforeseen, design error/omissions, or owner added work, however the District must issue a notice in writing of any amount approved, including a description of the scope of work to be completed and a detailed listing of the cost of that work. Any remaining uncommitted Contingency shall be returned to District by Credit Change Order.

2. Contractor shall perform the Work at **Adelante I ES, and San Antonio ES, Located in San Jose, California** ("Site"). The "Project" is the **Repair and Replacement of Play Surface**, described in the Scope of Work in **Exhibit "A"**, to be performed at the Site.
3. Work shall be completed within **Fourteen (14)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed to Start Construction.

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect ("DSA") for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Five Hundred And No/100 Dollars (\$500.00)** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

<input checked="" type="checkbox"/> Notice to Bidders	<input type="checkbox"/> Lead-Product(s) Certification
<input checked="" type="checkbox"/> Instructions to Bidders	<input type="checkbox"/> Roofing Project Certification
<input checked="" type="checkbox"/> Bid Form and Proposal	<input checked="" type="checkbox"/> Registered Subcontractors List
<input checked="" type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Insurance Certificates and Endorsements
<input checked="" type="checkbox"/> Non-collusion Declaration	<input checked="" type="checkbox"/> Performance Bond
<input type="checkbox"/> Iran Contracting Act Certification	<input checked="" type="checkbox"/> Payment Bond
<input type="checkbox"/> Designated Subcontractors List	<input checked="" type="checkbox"/> Specifications
<input checked="" type="checkbox"/> Notice to Proceed	<input checked="" type="checkbox"/> Plans
<input checked="" type="checkbox"/> Prevailing Wage Certification	<input checked="" type="checkbox"/> Special Conditions
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work")
<input checked="" type="checkbox"/> Criminal Background Investigation / Fingerprinting Certification	<input type="checkbox"/> Federal Debarment Certification
<input checked="" type="checkbox"/> Drug-Free Workplace Certification	<input type="checkbox"/> Byrd Anti-Lobbying Certification
<input checked="" type="checkbox"/> Tobacco-Free Environment Certification	<input checked="" type="checkbox"/> COVID-19 Vaccination / Testing Certification
<input type="checkbox"/> Asbestos & Other Hazardous Materials Certification	<input type="checkbox"/> _____ [Other]
	<input type="checkbox"/> _____ [Other]

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is NOT APPLICABLE (DSA IR-22 work) ("Architect"), the construction manager on the Project is Sixth Dimension PMCM, Inc. ("Construction Manager"), and the project inspector on the Project is NOT APPLICABLE (DSA IR-22 work) ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by **Ed Villareal Jr., Director of MOT Department of the District or their designee.**
11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District

Alum Rock Union School District
ATTN: KOLVIRA CHHENG
SUBJECT: B2223-Bonds13
2930 Gay Avenue
San Jose, CA 95127
EMAIL:kolvira.chheng@arusd.org

Contractor

KYA Services, LLC.

ATTN: _____

[ADDRESS] _____

[FAX] _____

[EMAIL] _____

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

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.
13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.
14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2022

ALUM ROCK UNION SCHOOL DISTRICT

Signature: _____

Print Name: _____

Print Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Dated: _____, 2022

KYA SERVICES, LLC

Signature: _____

Print Name: _____

Print Title: _____

License No.: _____

Registration No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Information regarding Contractor:

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

☒ Corporation, State: California

____ Limited Liability Company

____ Other: _____

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

[REMAINDER OF PAGE INTENTIONALLY BLANK; TERMS AND CONDITIONS FOLLOW]

TERMS AND CONDITIONS TO AGREEMENT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.
7. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
9. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
12. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing

contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
14. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
15. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
16. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
17. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.
18. **NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS:** Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.
19. **DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.
20. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
21. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
22. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums

representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

23. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

24. **INDEMNIFICATION:**

- 24.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, injuries, losses, expenses, liabilities, claims, suits and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the Claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.
- 24.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all Claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an immediate and ongoing defense of the Indemnified Parties, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
- 24.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.
- 24.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.
- 24.5 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.
- 24.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and the termination of the Contract.

25. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has

provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

26. CONTRACTOR'S INSURANCE:

- 26.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

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

- 26.1.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

- 26.1.2 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

- 26.2 **Proof of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 26.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."
- 26.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.
- 26.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.
- 26.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

- 26.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 26.2.6 An endorsement stating that there shall be a waiver of any subrogation.
- 26.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.
- 26.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
27. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
28. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
29. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.
30. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
31. **LABOR CODE REQUIREMENTS:** Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at <http://www.dir.ca.gov/>. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
- 31.1 **Registration:** Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
- 31.2 **Registered Subcontractor List:** Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.
- 31.3 **Certified Payroll Records:** Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by

uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

- 31.4 **Labor Compliance:** Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
32. **ANTI-DISCRIMINATION:** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
33. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
34. **CONTRACTOR CLAIMS:** In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work, including the disputed work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.
35. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
36. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed including, without limitation, Contractor's and its subcontractor(s)' mobilization and or

demobilization costs, that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

37. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
38. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
39. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
40. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
41. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
42. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
43. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
44. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
45. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
46. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
47. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued

pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date..

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement

contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The

Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF DOCUMENT

PERFORMANCE BOND

(100% OF CONTRACT PRICE)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the Alum Rock Union School District ("District") and _____ ("Principal") have entered into a contract ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)

("Project") which Agreement dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement.

NOW, THEREFORE, the Principal and _____ ("Surety")
are held and firmly bound unto the Board of the District in the penal sum of

_____ Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Agreement, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Agreement, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's

obligations under the Agreement, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND

Contractor's Labor & Material Bond
(100% Of Contract Price)

(Note: Contractor MUST use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the Alum Rock Union School District (or "District") and _____, ("Principal") have entered into a contract ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)
("Project") which Agreement dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the Work, to file a good and sufficient bond with the body by which the Agreement is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Agreement or the specifications

accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

SPECIAL CONDITIONS

1. Mitigation Measures

Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (See Public Resources Code section 21000 *et seq.*)

2. Modernization Projects

2.1. Access. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.

2.2. Master Key. Upon request, the District may, at its own discretion, provide a master key to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen, or if any unauthorized party obtains a copy of the key or access to the school.

2.3. Maintaining Services. The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.

2.4. Maintaining Utilities. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

2.5. Confidentiality. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Agreement and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

2.6. Work During Instructional Time. By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District.

2.7. No Work During Student Testing. Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests.

3. Badge Policy For Contractors

3.1. All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's

staff who are working in a District facility. Badges must be filled out in full and contain the following information:

3.1.1. Name of Contractor

3.1.2. Name of Employee

3.1.3. Contractor's address and phone number

3.2. Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

3.3. Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

4. Substitution for Specified Items

Replace paragraph 8 in the Terms and Conditions to Agreement with the following provisions:

8.1 Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

8.1.1 If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

8.1.2 This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

8.2 A request for a substitution shall be submitted as follows:

8.2.1 Contractor shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to Bidders.

8.3 Within 35 days after the date of the Notice of Award, Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

8.3.1 All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

8.3.2 Available maintenance, repair or replacement services;

8.3.3 Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

8.3.4 Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

8.3.5 The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

8.4 No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

8.4.1 The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

8.4.2 The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

8.4.3 The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

8.4.4 The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

8.4.5 The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

8.5 In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

8.6 In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

8.7 Contractor shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

5. [RESERVED]

6. COVID-19 Safety Requirements

Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic. Further, except to the extent the Order provides otherwise, Contractor and Contractor's personnel, subcontractors and suppliers shall continue to comply with all applicable terms in the California Department of Public Health's State Public Health Officer Orders.

7. COVID-19 Vaccination/Testing Requirements

Vaccination Requirements

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

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

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

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

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

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

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

Weekly Testing Requirements

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

- (a) Contractor personnel may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be

operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

(b) Unvaccinated or not fully vaccinated Contractor personnel must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.

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

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Alum Rock Union School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between Alum Rock Union School District ("District") and _____
("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Alum Rock Union School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract

ALUM ROCK UNION SCHOOL DISTRICT

**INFORMAL BID PACKET - CUPCCAA
IMPORTED MATERIALS CERTIFICATION**

be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Alum Rock Union School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of: ☐ Delivery Firm/Transporter ☐ Supplier ☐ Manufacturer
 ☐ Wholesaler ☐ Broker ☐ Retailer
 ☐ Distributor ☐ Other _____

Type of Entity ☐ Corporation ☐ General Partnership
 ☐ Limited Partnership ☐ Limited Liability Company
 ☐ Sole Proprietorship ☐ Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Alum Rock Union School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

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

- ☐ Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or
- ☐ Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- ☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- ☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

- ☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

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

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

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"
List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: _____

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

COVID-19 VACCINATION/TESTING CERTIFICATION

Contractor: _____

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

In light of these CDPH requirements, Contractor certifies that the following entity:

_____ has verified that the Contractor personnel providing services at District's Project site(s):

- ☐ Have all been fully vaccinated in accordance with the CDPH Order.
- ☐ Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated undergo weekly diagnostic testing in accordance with the CDPH Order.
- ☐ Have not been fully vaccinated and do not undergo weekly diagnostic testing in accordance with the CDPH Order.

Contractor understands that the District's Project site will need to comply with the CDPH Order's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Personnel who are not fully vaccinated or decline to state their vaccination status will be treated as unvaccinated, and Contractor will comply with the CDPH Order, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, _____, certify that I am Contractor's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

8.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees:

Date: August 11, 2022

To the Superintendent of Schools

Subject: Award of Bid Package and Contract for #B2223-Bonds15 at Adelante II, Cesar Chavez Early Learning Center, Ocala STEAM Academy, Renaissance at Fischer, and Renaissance at Mathson; Monument Signs.

Staff Analysis: Based on site inspections and assessment of conditions at various school sites, District Staff and Program Manager Cumming Group, determined the existing Monument Signs at the five subject schools required replacement. New signs were purchased and require installation.

As a result, request for proposal B2223-Bonds15 was issued. New monument foundations will be constructed adjacent to the existing while the new signs are being fabricated. Once the new signs arrive, they will be installed, and the old signs demolished.

The following bids were received.

<u>Bidder Name</u>	<u>Contract Amount</u>
Bosco Construction Services, Inc.	\$89,010.00
Pacific Electric Contracting, Inc.	\$118,900.00

Recommendation: Staff recommend the Board of Trustees award the bid & contract to Bosco Construction Services, Inc. as the lowest responsible bidder for the Monument Signs.

Submitted by: Kolvira Chheng 

Title: Assistant Superintendent, Business Services

Approved by: Hilaria Bauer, Ph. D.

Title: Superintendent

To the Board of Trustees:

Meeting: August 11, 2022
Regular Board Meeting

Recommended Approval

8.02

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: August 11, 2022

Subject: Approve Contract with Studio W Architects for Architectural Services.

Staff Analysis:

In anticipation of the need for architectural services for modernization projects at Russo-McEntee Academy (mechanical & roofing), McCollam Elementary (mechanical), Adelante II (mechanical & roofing), and a play structure at Linda Vista Elementary, the District and Cumming, District Program Management firm, issued a Request for Qualifications & Proposals (RFQ/P).

Two proposals were received. Studio W Architects was the only responsive bidder.

The District and W Architects negotiated a contract for the Board's consideration.

Recommendation: Staff recommends that the Board of Trustees approve the contract with Studio W Architects in the amount, not to exceed, \$900,375.00.

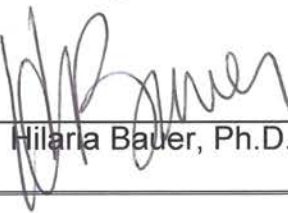
Approved by: Kolvira Chheng  Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: August 11, 2022
Regular Board Meeting

Recommend Approval

8.03
Agenda Placement



Hilana Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: July 27, 2022

Subject: **Resolution No. 04-22/23**
 To Accept the CalSHAPE Grant in the amount of \$1,228,474.80.

Recommendation:

Staff recommends that the Board of Trustees accept Resolution No. 04-22/23 CalSHAPE Grant in the amount of \$1,228,474.80 as presented.

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

To the Board of Trustees:

Meeting: August 11, 2022
 Regular Board Meeting

RECOMMEND APPROVAL

9.01

Agenda Placement


Hilana Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
RESOLUTION No. 04-22/23

**CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY PROGRAM
GOVERNING BODY RESOLUTION**

WHEREAS, the California Energy Commission's California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to fund the assessment, maintenance, and repair of ventilation systems, installation of carbon dioxide monitors, and replacement of noncompliant plumbing fixtures and appliances.

NOW, THEREFORE, BE IT RESOLVED, that the Board, authorizes Alum Rock Union Elementary School District to apply for a grant from the California Energy Commission to implement a CalSHAPE Program Project.

BE IT FURTHER RESOLVED, that in compliance with the California Environmental Quality Act(CEQA), the Board of Education finds that the activity funded by the grant is not a project because the ground is not being disturbed.

BE IT FURTHER RESOLVED, that if recommended for funding by the California Energy Commission, the Board of Alum Rock Union Elementary School District authorizes Alum Rock Union Elementary School District to accept a grant up to \$1,228,474.80 and accept all grant agreement terms and conditions.

BE IT FURTHER RESOLVED, that Superintendent Hilaria Bauer, Ph. D. and Assistant Superintendent of Business Services Kolvira Chheng are hereby authorized and empowered to execute in the name of Alum Rock Union Elementary School District all necessary documents to implement and carryout the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

Approved, Passed and Adopted this 11th day of August 2022 by the Alum Rock Union Elementary School District Board of Education, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

Alum Rock Union Elementary School District

By: _____

Andrés Quintero, President of the Board of Education

Attest: _____

Hilaria Bauer, Ph. D., Secretary of the Governing Board
Alum Rock Union Elementary School District

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

10.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: July 19, 2022


Subject: **Obsolete Materials: SAVVAS Math (Pearson/Envision)**

Staff Analysis: Based on Education Code Section 60510 that states:

The state board, the governing board of a school district, or a county office of education, may dispose of surplus or undistributed obsolete instructional materials in its possession that are usable for educational purposes in any of the following ways:

- a) By donation to any governing board, county free library or other state institution.
- b) By donation to any public agency or institution of any territory or possession of the United States, or the government of any country that formerly was a territory or possession of the United States.
- c) By donation to any nonprofit charitable organization.
- d) By donation to children or adults in the State of California, or foreign countries for the purpose of increasing the general literacy of the people.
- e) By sale.

Recommendation: Staff recommends that the obsolete materials on the following list be donated to any governing board, county free library or other state institution, or be sold to any organization that agrees to use the materials solely for educational purposes.

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

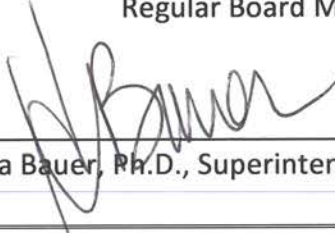
To the Board of Trustees:

Meeting: August 11, 2022
Regular Board Meeting

Recommend Approval

10.01

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Elementary School

Price List Order Form for:
enVisionMATH California Common Core ©2015
 New Adoption

Valid Through 9/30/16

~All orders must include an official PO on district letterhead with an approval signature and dollar amount ~

ORDERING INFORMATION:

School: Simply enclose your official purchase order, authorized signature, and title.
 Teachers: We can bill your school if you provide an approved purchase order.
 Individuals: Please enclose a check, money order, or credit card information. Be sure to include appropriate taxes.

PAYMENT METHOD: (please check one of the following)

☐ Purchase Order Number: _____
☐ Check or Money Order Enclosed
☐ Credit Card MasterCard Visa American Express Discover
 Credit Card Number: _____
 Card Expiration Date: _____
 Card Holder Signature: _____

SHIP TO INFORMATION: (if different than Bill To)

School: Alum Rock
 District: Alum Rock
 Address: 2930 Gay Ave
 City, St, Zip: San Jose, CA 95127
 Name: Tracy Loftin
 Title: Academic/Event Specialist
 Telephone: (408) 928-6529
 Email: tracy.loftin@arUSD.org

BILL TO INFORMATION:

School: _____
 District: _____
 Address: _____
 City, St, Zip: _____
 Name: _____
 Title: _____
 Telephone: _____
 Email: _____

PURCHASE SUMMARY:

CONTRACT SUBTOTALS:

Kindergarten	\$	-
Grade 1	\$	-
Grade 2	\$	-
Subtotal	\$	-

**NON-CONTRACT SUBTOTALS:

Kindergarten	\$	-
Grade 1	\$	-
Grade 2	\$	-
Subtotal	\$	-
S/H (10%)	\$	-
Subtotal	\$	-

COMBINED TOTAL:

Contract	\$	-
Non-Contract	\$	-
Subtotal	\$	-
Tax	\$	-
Grand Total	\$	-

3.75% (Input local sales tax in light grey area in decimal format, ex .0875)

Offers and/or Order Forms that are altered in any way will not be honored. Offers, pricing, and availability subject to change.

This program has been approved by the California Department of Education and is under contract. Pricing includes shipping and handling, but does not include applicable taxes. All no charge materials are given first year of adoption only, unless otherwise noted.

*Titles have passed Legal Compliance approval only. Prices are under contract.

enVisionMATH California Common Core ©2015

New Adoption

** Titles are not under contract. Shipping & Handling will be added to price.

v1gOCT15

Kindergarten

ISBN 13	Item Description	Quantity Charged	Quantity Free	Price	Total Charged
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Classroom Set: Must purchase from the four options below for a minimum of 20 students per classroom to qualify for FREE materials

7-Year CA Common Core Student Lesson Packets. Includes CA Math Practices Poster and Digital Courseware

Note: Student Editions are a subscription. Years 2-8 will be automatically shipped, annually, on the anniversary date of the PO.

TBD	7-Year 20-Pack			\$1,899.97	\$ -
TBD	7-Year 24-Pack			\$2,268.97	\$ -
TBD	7-Year 28-Pack			\$2,661.97	\$ -
TBD	7-Year 32-Pack			\$3,041.97	\$ -

Upon request, receive one of each of the following items FREE per teacher (or at the ratio noted below)

9780328783571	CA Teacher's Edition & Resource Package (Includes Overview & Implementation Guide, CA Topic TE's, CA Domain Resource Books, CA Assessment Sourcebook)			\$ 642.57	\$ -
9780328834693	Teacher Resource Materials Box*, includes the following:			\$1,873.44	\$ -
9780328785599	CA Common Core Interactive Math Stories Big Book			\$ 136.05	\$ -
9780328814374	Common Core Math Library with Guided Problem Solving			\$ 45.33	\$ -
9780328815333	1			\$ 141.99	\$ -
9780328489602	Professional Development Needs Assessment			\$ 56.67	\$ -
9780328492800	Professional Development DVD-ROM			\$ 111.75	\$ -
9780328489596	Professional Development Across The Grades			\$ 52.47	\$ -
9780328785704	CA Ready-Made Centers For Differentiated Instruction Kit (Includes 2 Centers Books, and 5 Manipulative Kits)			\$ 434.13	\$ -
9780328785773	CA Common Core Standards Practice Workbook Teacher's G			\$ 51.27	\$ -
ONLINE	Digital Courseware Access for Teachers			n/a	
9780328785841	CA Common Core Visual Learning Animations CD-ROM			\$ 112.29	\$ -
9780328785919	CA Common Core ExamView CD-ROM			\$ 115.53	\$ -
9780328798087	CA Teacher Edition eText DVD			\$ 642.57	\$ -
9780328786473	CA Common Core Standards Practice Workbook			\$ 6.45	\$ -
9780328790739	CA Common Core Practice & Reteaching Workbook			\$ 10.23	\$ -
9780328797943	CA Student Edition eText CD-ROM			\$ 69.97	\$ -
9780328836185	CA Common Core Enhanced TPC TSTS			\$ 46.41	\$ -

Upon request, choose one of the two workbooks below as 1 PER STUDENT. Provided FREE, for a total of 8 Years

9780328786473	CA Common Core Standards Practice Workbook (1 PER STUDENT)			\$ 6.45	\$ -
OR					
9780328790739	CA Common Core Practice & Reteaching Workbook (1 PER STUDENT)		1251	\$ 10.23	\$ -

Upon request, choose one of the two options below, FREE, as 1 PER STUDENT

9780328797943	CA Student Edition eText CD-ROM (1 PER STUDENT)			\$ 69.97	\$ -
OR					
9780328348572	Individual Student Manipulatives Kit (ORDER 1 PER STUDENT)			\$ 6.99	\$ -

Additional Materials For Purchase

CA Common Core Student Lesson Foldables, 4-Pack. Includes Digital Courseware:					
9780328782376	1-Year 4-Pack			\$ 92.85	\$ -
9780328826537	2-Year 4-Pack			\$ 172.77	\$ -
9780328826568	4-Year 4-Pack			\$ 311.01	\$ -
9780328821501	8-Year 4-Pack			\$ 427.65	\$ -
Stand-Alone Digital Courseware					
9780328792672	Stand-Alone Digital Courseware License: 1-Year			\$ 24.81	\$ -
9780328821051	Stand-Alone Digital Courseware License: 6-Year			\$ 63.69	\$ -
9780328821129	Stand-Alone Digital Courseware License: 8-Year			\$ 75.57	\$ -
Mathematical Practices Kit					
1269711865	K-2 Mathematical Practices Kit**			\$ 40.47	\$ -

Contract Titles Total: \$ -

****Non-Contract Titles Total:** \$ -

enVisionMATH California Common Core ©2015

New Adoption

Grade 1

ISBN 13	Item Description	Quantity Charged	Quantity Free	Price	Total Charged
Classroom Set: Must purchase from the four options below for a minimum of 20 students per classroom to qualify for FREE materials					
7-Year CA Common Core Student Lesson Packets. Includes CA Math Practices Poster and Digital Courseware					
<i>Note: Student Editions are a subscription. Years 2-8 will be automatically shipped, annually, on the anniversary date of the PO.</i>					
TBD	7-Year 20-Pack			\$1,899.97	\$ -
TBD	7-Year 24-Pack			\$2,268.97	\$ -
TBD	7-Year 28-Pack			\$2,661.97	\$ -
TBD	7-Year 32-Pack			\$3,041.97	\$ -

Upon request, receive one of each of the following items FREE per teacher (or at the ratio noted below)

9780328783588	CA Teacher's Edition & Resource Package (Includes Overview & Implementation Guide, CA Topic TE's, CA Domain Resource Books, CA Assessment Sourcebook)			\$ 642.57	\$ -
9780328834709	Teacher Resource Materials Box*, includes the following:			\$1,873.44	\$ -
9780328785605	CA Common Core Interactive Math Stories Big Book			\$ 135.51	\$ -
9780328814381	Common Core Math Library with Guided Problem Solving			\$ 45.33	\$ -
9780328815333	1			\$ 141.99	\$ -
9780328489602	Professional Development Needs Assessment			\$ 56.67	\$ -
9780328492800	Professional Development DVD-ROM			\$ 111.75	\$ -
9780328489596	Professional Development Across The Grades			\$ 52.47	\$ -
9780328785711	CA Ready-Made Centers For Differentiated Instruction Kit (Includes 2 Centers Books, and 5 Manipulative Kits)			\$ 434.13	\$ -
9780328785780	CA Common Core Standards Practice Workbook Teacher's G			\$ 24.81	\$ -
ONLINE	Digital Courseware Access for Teachers			n/a	
9780328785858	CA Common Core Visual Learning Animations CD-ROM			\$ 112.29	\$ -
9780328785926	CA Common Core ExamView CD-ROM			\$ 115.53	\$ -
9780328798094	CA Teacher Edition eText DVD			\$ 638.79	\$ -
9780328786480	CA Common Core Standards Practice Workbook			\$ 6.45	\$ -
9780328790746	CA Common Core Practice & Reteaching Workbook			\$ 10.23	\$ -
9780328797950	CA Student Edition eText CD-ROM			\$ 75.57	\$ -
9780328836192	CA Common Core Enhanced TPC TSTS			\$ 46.41	\$ -

Upon request, choose one of the two workbooks below as 1 PER STUDENT. Provided FREE, for a total of 8 Years

9780328786480	CA Common Core Standards Practice Workbook (1 PER STUDENT)			\$ 6.45	\$ -
OR					
9780328790746	CA Common Core Practice & Reteaching Workbook (1 PER STUDENT)		1368	\$ 10.23	\$ -

Upon request, choose one of the two options below, FREE, as 1 PER STUDENT

9780328797950	CA Student Edition eText CD-ROM (1 PER STUDENT)			\$ 75.57	\$ -
OR					
9780328348589	Individual Student Manipulatives Kit (ORDER 1 PER STUDENT)			\$ 22.65	\$ -

Additional Materials For Purchase

CA Common Core Student Lesson Foldables, 4-Pack. Includes Digital Courseware:					
9780328782383	1-Year 4-Pack			\$ 92.31	\$ -
9780328826544	2-Year 4-Pack			\$ 172.77	\$ -
9780328826575	4-Year 4-Pack			\$ 311.01	\$ -
9780328821518	8-Year 4-Pack			\$ 428.65	\$ -
Stand-Alone Digital Courseware					
9780328792689	Stand-Alone Digital Courseware License: 1-Year			\$ 24.81	\$ -
9780328821068	Stand-Alone Digital Courseware License: 6-Year			\$ 63.69	\$ -
9780328821136	Stand-Alone Digital Courseware License: 8-Year			\$ 75.57	\$ -
Mathematical Practices Kit					
1269711865	K-2 Mathematical Practices Kit**			\$ 40.47	\$ -

Contract titles Total: \$ -

****Non-Contract Titles Total:** \$ -

enVisionMATH California Common Core ©2015

New Adoption

Grade 2

ISBN 13	Item Description	Quantity Charged	Quantity Free	Price	Total Charged
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Classroom Set: Must purchase from the four options below for a minimum of 20 students per classroom to qualify for FREE materials

7-Year CA Common Core Student Lesson Packets. Includes CA Math Practices Poster and Digital Courseware

Note: Student Editions are a subscription. Years 2-8 will be automatically shipped, annually, on the anniversary date of the PO.

TBD	7-Year 20-Pack			\$1,899.97	\$ -
TBD	7-Year 24-Pack			\$2,268.97	\$ -
TBD	7-Year 28-Pack			\$2,661.97	\$ -
TBD	7-Year 32-Pack			\$3,041.97	\$ -

Upon request, receive one of each of the following items FREE per teacher (or at the ratio noted below)

9780328783595	CA Teacher's Edition & Resource Package (Includes Overview & Implementation Guide, CA Topic TE's, CA Domain Resource Books, CA Assessment Sourcebook)			\$ 642.57	\$ -
9780328834716	Teacher Resource Materials Box*, includes the following:			\$1,873.44	\$ -
9780328785612	CA Common Core Interactive Math Stories Big Book			\$ 135.51	\$ -
9780328814398	Common Core Math Library with Guided Problem Solving			\$ 45.33	\$ -
9780328815333	1			\$ 141.99	\$ -
9780328489602	Professional Development Needs Assessment			\$ 56.67	\$ -
9780328492800	Professional Development DVD-ROM			\$ 111.75	\$ -
9780328489596	Professional Development Across The Grades			\$ 52.47	\$ -
9780328785728	CA Ready-Made Centers For Differentiated Instruction Kit (Includes 2 Centers Books, and 5 Manipulative Kits)			\$ 434.13	\$ -
9780328785797	CA Common Core Standards Practice Workbook Teacher's G			\$ 24.81	\$ -
ONLINE	Digital Courseware Access for Teachers			n/a	
9780328785865	CA Common Core Visual Learning Animations CD-ROM			\$ 112.29	\$ -
9780328785933	CA Common Core ExamView CD-ROM			\$ 115.53	\$ -
9780328798100	CA Teacher Edition eText DVD			\$ 638.79	\$ -
9780328786497	CA Common Core Standards Practice Workbook			\$ 6.45	\$ -
9780328790753	CA Common Core Practice & Reteaching Workbook			\$ 10.23	\$ -
9780328797967	CA Student Edition eText CD-ROM			\$ 75.57	\$ -
9780328836208	CA Common Core Enhanced TPC TSTS			\$ 46.41	\$ -

Upon request, choose one of the two workbooks below as 1 PER STUDENT. Provided FREE, for a total of 8 Years

9780328786497	CA Common Core Standards Practice Workbook (1 PER STUDENT)			\$ 6.45	\$ -
OR					
9780328790753	CA Common Core Practice & Reteaching Workbook (1 PER STUDENT)		1241	\$ 10.23	\$ -

Upon request, choose one of the two options below, FREE, as 1 PER STUDENT

9780328797967	CA Student Edition eText CD-ROM (1 PER STUDENT)			\$ 75.57	\$ -
OR					
9780328348589	Individual Student Manipulatives Kit (ORDER 1 PER STUDENT)			\$ 22.65	\$ -

Additional Materials For Purchase

CA Common Core Student Lesson Foldables, 4-Pack. Includes Digital Courseware:

9780328782390	1-Year 4-Pack			\$ 92.31	\$ -
9780328826551	2-Year 4-Pack			\$ 172.77	\$ -
9780328826582	4-Year 4-Pack			\$ 311.01	\$ -
9780328821525	8-Year 4-Pack			\$ 427.65	\$ -

Stand-Alone Digital Courseware

9780328792696	Stand-Alone Digital Courseware License: 1-Year			\$ 24.81	\$ -
9780328821075	Stand-Alone Digital Courseware License: 6-Year			\$ 63.69	\$ -
9780328821143	Stand-Alone Digital Courseware License: 8-Year			\$ 75.57	\$ -

Mathematical Practices Kit

1269711865	K-2 Mathematical Practices Kit**			\$ 40.47	\$ -
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Contract Titles Total: \$ -

****Non-Contract Titles Total:** \$ -

enVisionMATH California Common Core ©2015

Grade 3

ISBN 13	Item Description	Quantity Charged	Quantity Free	Price	Total Charged
Student Edition:					
Student Edition Package. Includes 8-Year Digital Courseware License					
9780328784035	Student Edition (Hardcover)			\$ 73.95	\$ -
Additional Resources:					
9780328783601	CA Teacher's Edition & Resource Package (Includes Overview & Implementation Guide, CA Topic TE's, CA Domain Resource Books, CA Assessment Sourcebook)			\$ 642.57	\$ -
9780328814404	Common Core Math Library with Guided Problem Solving			\$ 45.33	\$ -
9780328815333	Common Core Math Diagnosis & Intervention System, Part 1			\$ 141.99	\$ -
9780328489602	Professional Development Needs Assessment			\$ 56.67	\$ -
9780328492794	Professional Development DVD-ROM			\$ 111.75	\$ -
9780328489596	Professional Development Across The Grades			\$ 52.47	\$ -
9780328795819	CA Common Core Math Practices Poster			\$ 10.77	\$ -
9780328348596	Individual Student Manipulatives Kit			\$ 17.25	\$ -
9780328785735	CA Ready-Made Centers For Differentiated Instruction Kit (Includes 2 Centers Books, and 5 Manipulative Kits)			\$ 434.13	\$ -
9780328785803	CA Common Core Standards Practice Workbook Teacher's Guide			\$ 51.27	\$ -
9780328786503	CA Common Core Standards Practice Workbook			\$ 6.45	\$ -
9780328790760	CA Common Core Practice & Reteaching Workbook			\$ 10.23	\$ -
ONLINE	Digital Courseware Access for Teachers			n/a	
9780328785872	CA Common Core Visual Learning Animations CD-ROM			\$ 112.29	\$ -
9780328792702	Stand-Alone Digital Courseware License: 1-Year			\$ 24.81	\$ -
9780328821082	Stand-Alone Digital Courseware License: 6-Year			\$ 63.69	\$ -
9780328821150	Stand-Alone Digital Courseware License: 8-Year			\$ 68.01	\$ -
9780328785940	CA Common Core ExamView CD-ROM			\$ 115.53	\$ -
9780328798117	CA Teacher Edition eText DVD			\$ 638.79	\$ -
9780328797974	CA Student Edition eText CD-ROM			\$ 75.57	\$ -
9780328836215	CA Common Core Enhanced TPC TSTS			\$ 46.41	\$ -

Contract Titles Total: \$ -

**Non-Contract Titles Total: \$ -

Grade 4

ISBN 13	Item Description	Quantity Charged	Quantity Free	Price	Total Charged
Student Edition:					
Student Edition Package. Includes 8-Year Digital Courseware License					
9780328784042	Student Edition (Hardcover)			\$ 73.95	\$ -
Additional Resources:					
9780328783618	CA Teacher's Edition & Resource Package (Includes Overview & Implementation Guide, CA Topic TE's, CA Domain Resource Books, CA Assessment Sourcebook)			\$ 642.57	\$ -
9780328814411	Common Core Math Library with Guided Problem Solving			\$ 45.33	\$ -
9780328815340	Common Core Math Diagnosis & Intervention System, Part 2			\$ 141.99	\$ -
9780328489602	Professional Development Needs Assessment			\$ 56.67	\$ -
9780328492794	Professional Development DVD-ROM			\$ 111.75	\$ -
9780328489596	Professional Development Across The Grades			\$ 52.47	\$ -
9780328795819	CA Common Core Math Practices Poster			\$ 10.77	\$ -
9780328348596	Individual Student Manipulatives Kit			\$ 17.25	\$ -
9780328785742	CA Ready-Made Centers For Differentiated Instruction Kit (Includes 2 Centers Books, and 5 Manipulative Kits)			\$ 434.13	\$ -
9780328785810	CA Common Core Standards Practice Workbook Teacher's Guide			\$ 51.27	\$ -
9780328786510	CA Common Core Standards Practice Workbook			\$ 6.45	\$ -
9780328790777	CA Common Core Practice & Reteaching Workbook			\$ 10.23	\$ -
ONLINE	Digital Courseware Access for Teachers			n/a	
9780328785889	CA Common Core Visual Learning Animations CD-ROM			\$ 112.29	\$ -
9780328792719	Stand-Alone Digital Courseware License: 1-Year			\$ 24.81	\$ -
9780328821099	Stand-Alone Digital Courseware License: 6-Year			\$ 63.69	\$ -
9780328821167	Stand-Alone Digital Courseware License: 8-Year			\$ 68.01	\$ -
9780328785957	CA Common Core ExamView CD-ROM			\$ 115.53	\$ -
9780328798124	CA Teacher Edition eText DVD			\$ 638.79	\$ -
9780328797981	CA Student Edition eText CD-ROM			\$ 75.57	\$ -
9780328836222	CA Common Core Enhanced TPC TSTS			\$ 46.41	\$ -

Contract Titles Total: \$ -

****Non-Contract Titles Total:**

enVisionMATH California Common Core ©2015

Grade 5

ISBN 13	Item Description	Quantity Charged	Quantity Free	Price	Total Charged
Student Edition:					
Student Edition Package. Includes 8-Year Digital Courseware License					
9780328784059	Student Edition (Hardcover)			\$ 73.95	\$ -
Additional Resources:					
9780328783625	CA Teacher's Edition & Resource Package (Includes Overview & Implementation Guide, CA Topic TE's, CA Domain Resource Books, CA Assessment Sourcebook)			\$ 642.57	\$ -
9780328814428	Common Core Math Library with Guided Problem Solving			\$ 45.33	\$ -
9780328815340	Common Core Math Diagnosis & Intervention System, Part 2			\$ 141.99	\$ -
9780328489602	Professional Development Needs Assessment			\$ 56.67	\$ -
9780328492794	Professional Development DVD-ROM			\$ 111.75	\$ -
9780328489596	Professional Development Across The Grades			\$ 52.47	\$ -
9780328795819	CA Common Core Math Practices Poster			\$ 10.77	\$ -
9780328348602	Individual Student Manipulatives Kit			\$ 10.77	\$ -
9780328785759	CA Ready-Made Centers For Differentiated Instruction Kit (Includes 2 Centers Books, and 5 Manipulative Kits)			\$ 434.13	\$ -
9780328785827	CA Common Core Standards Practice Workbook Teacher's Guide			\$ 51.27	\$ -
9780328786527	CA Common Core Standards Practice Workbook			\$ 6.45	\$ -
9780328790784	CA Common Core Practice & Reteaching Workbook			\$ 10.23	\$ -
ONLINE	Digital Courseware Access for Teachers			n/a	
9780328785896	CA Common Core Visual Learning Animations CD-ROM			\$ 112.29	\$ -
9780328792726	Stand-Alone Digital Courseware License: 1-Year			\$ 24.81	\$ -
9780328821105	Stand-Alone Digital Courseware License: 6-Year			\$ 63.69	\$ -
9780328821174	Stand-Alone Digital Courseware License: 8-Year			\$ 68.01	\$ -
9780328785964	CA Common Core ExamView CD-ROM			\$ 115.53	\$ -
9780328798131	CA Teacher Edition eText DVD			\$ 638.79	\$ -
9780328797998	CA Student Edition eText CD-ROM			\$ 75.57	\$ -
9780328836239	CA Common Core Enhanced TPC TSTS			\$ 46.41	\$ -

Contract Titles Total: \$ -

**Non-Contract Titles Total: \$ -

Grade 6

ISBN 13	Item Description	Quantity Charged	Quantity Free	Price	Total Charged
Student Edition:					
Student Edition Package. Includes 8-Year Digital Courseware License					
9780328784066	Student Edition (Hardcover)			\$ 73.95	\$ -
Additional Resources:					
9780328783632	CA Teacher's Edition & Resource Package (Includes Overview & Implementation Guide, CA Topic TE's, CA Domain Resource Books, CA Assessment Sourcebook)			\$ 642.57	\$ -
9780328814435	Common Core Math Library with Guided Problem Solving			\$ 45.33	\$ -
9780328815340	Common Core Math Diagnosis & Intervention System, Part 2			\$ 141.99	\$ -
9780328489602	Professional Development Needs Assessment			\$ 56.67	\$ -
9780328492794	Professional Development DVD-ROM			\$ 111.75	\$ -
9780328489596	Professional Development Across The Grades			\$ 52.47	\$ -
9780328795819	CA Common Core Math Practices Poster			\$ 10.77	\$ -
9780328348602	Individual Student Manipulatives Kit			\$ 10.77	\$ -
9780328785766	CA Ready-Made Centers For Differentiated Instruction Kit** (Includes 2 Centers Books, and 5 Manipulative Kits)			\$ 401.97	\$ -
9780328785834	CA Common Core Standards Practice Workbook Teacher's Guide			\$ 51.27	\$ -
9780328786534	CA Common Core Standards Practice Workbook			\$ 6.45	\$ -
9780328790791	CA Common Core Practice & Reteaching Workbook			\$ 10.23	\$ -
ONLINE	Digital Courseware Access for Teachers			n/a	
9780328785902	CA Common Core Visual Learning Animations CD-ROM			\$ 112.29	\$ -
9780328792733	Stand-Alone Digital Courseware License: 1-Year			\$ 24.81	\$ -
9780328821112	Stand-Alone Digital Courseware License: 6-Year			\$ 63.69	\$ -
9780328821181	Stand-Alone Digital Courseware License: 8-Year			\$ 68.01	\$ -
9780328785971	CA Common Core ExamView CD-ROM			\$ 115.53	\$ -
9780328798148	CA Teacher Edition eText DVD			\$ 642.57	\$ -
9780328798001	CA Student Edition eText CD-ROM			\$ 69.97	\$ -
9780328836246	CA Common Core Enhanced TPC TSTS			\$ 46.41	\$ -

Contract Titles Total: \$ -

**Non-Contract Titles Total: \$ -

Elementary School

Price List Order Form for:
 ~SPANISH~
 8-Year Rollover

enVisionMATH California Common Core en español ©2015

Valid Through 9/30/16

~All orders must include an official PO on district letterhead with an approval signature and dollar amount ~

ORDERING INFORMATION:

School: Simply enclose your official purchase order, authorized signature, and title.
 Teachers: We can bill your school if you provide an approved purchase order.
 Individuals: Please enclose a check, money order, or credit card information. Be sure to include appropriate taxes.

PAYMENT METHOD: (please check one of the following)

☐ Purchase Order Number _____
☐ Check or Money Order Enclosed
☐ Credit Card MasterCard Visa American Express Discover
 Credit Card Number: _____
 Card Expiration Date: _____
 Card Holder Signature: _____

SHIP TO INFORMATION: (if different than Bill To)

School: Alum Rock
 District: Alum Rock
 Address: 2930 Gay Ave
 City, St, Zip: San Jose, CA 95127
 Name: Tracy Loftin
 Title: Academic/Event Specialist
 Telephone: (408) 928-6529
 Email: tracy.loftin@arusd.org

BILL TO INFORMATION:

School: _____
 District: _____
 Address: _____
 City, St, Zip: _____
 Name: _____
 Title: _____
 Telephone: _____
 Email: _____

PURCHASE SUMMARY:

CONTRACT SUBTOTALS:

Kindergarten	\$	-
Grade 1	\$	-
Grade 2	\$	-
Subtotal	\$	-

**NON-CONTRACT SUBTOTALS:

Kindergarten	\$	-
Grade 1	\$	-
Grade 2	\$	-
Subtotal	\$	-
S/H (10%)	\$	-
Subtotal	\$	-

COMBINED TOTAL:

Contract	\$	-
Non-Contract	\$	-
Subtotal	\$	-
Tax	\$	-
Grand Total	\$	-

3.75%

(Input local sales tax in light grey
 area in decimal format, ex .0875)

include applicable taxes. All no charge materials are given first year of adoption only, unless otherwise noted.

*Titles have passed Legal Compliance approval only. Prices are under contract.

** Titles are not under contract. Shipping & Handling will be added to price.

v1lgOCT2015

Kindergarten **PROMO CODE: CAK2**

ISBN 13	Item Description	Quantity Charged	Quantity Free	Price	Total Charged
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Classroom Set: Must purchase from the three options below for a minimum of 20 students per classroom to qualify for FREE materials

8-Year CA Common Core Student Lesson Packets. Includes CA Math Practices Poster and Digital Courseware

Note: Student Editions are a subscription. Years 2-8 will be automatically shipped, annually, on the anniversary date of the PO.

9780328822270	8-Year 24-Pack (Price reflects 10% discount)			\$2,810.02	\$ -
9780328822362	8-Year 28-Pack (Price reflects 10% discount)			\$3,277.07	\$ -
9780328822416	8-Year 32-Pack (Price reflects 10% discount)			\$3,746.55	\$ -

Upon request, receive one of each of the following items FREE per teacher (or at the ratio noted below)

9780328797875	CA Teacher's Edition & Resource Package (Includes Overview & Implementation Guide, CA Topic TE's, CA Domain Resource Books in Spanish, CA Assessment Sourcebook)			\$ 642.57	\$ -
9780328803682	CA Common Core Interactive Math Stories Big Book			\$ 166.83	\$ -
9780328790203	CA Ready-Made Centers Book (ORDER 2 PER TEACHER)			\$ 91.77	\$ -
9780328785773	CA Common Core Standards Practice Workbook Teacher's Guide			\$ 51.27	\$ -
9780328786473	CA Common Core Standards Practice Workbook			\$ 6.45	\$ -
9780328803712	CA Common Core Practice & Reteaching Workbook			\$ 11.85	\$ -
ONLINE	Digital Courseware Access for Teachers			n/a	
9780328821815	CA Common Core Visual Learning Animations CD-ROM			\$ 137.67	\$ -
9780328785919	CA Common Core ExamView CD-ROM			\$ 115.53	\$ -
9780328798087	CA Teacher Edition eText DVD			\$ 638.79	\$ -
9780328836253	CA Common Core Enhanced TPC TSTS			\$ 50.19	\$ -

Upon request, choose one of the two workbooks below as 1 PER STUDENT. Provided FREE, for a total of 8 Years

9780328786473	CA Common Core Standards Practice Workbook (1 PER STUDENT)			\$ 6.45	\$ -
OR					
9780328803712	CA Common Core Practice & Reteaching Workbook (1 PER STUDENT)		120	\$ 11.85	\$ -

Upon request, receive the following as FREE per student

9780328798018	CA Student Edition eText CD-ROM (1 PER STUDENT)			\$ 78.81	\$ -
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Additional Materials For Purchase

9780328822096	8-Year Student Edition Foldable 4-Pack (Includes Digital Courseware)			\$ 544.29	\$ -
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Contract Titles Total: \$ -

****Non-Contract Titles Total:** \$ -

Grade 1 **PROMO CODE: CAK2***

ISBN 13	Item Description	Quantity Charged	Quantity Free	Price	Total Charged
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Classroom Set: Must purchase from the three options below for a minimum of 20 students per classroom to qualify for FREE materials

8-Year CA Common Core Student Lesson Packets. Includes CA Math Practices Poster and Digital Courseware

Note: Student Editions are a subscription. Years 2-8 will be automatically shipped, annually, on the anniversary date of the PO.

9780328822287	8-Year 24-Pack (Price reflects 10% discount)			\$2,810.02	\$ -
9780328822379	8-Year 28-Pack (Price reflects 10% discount)			\$3,277.07	\$ -
9780328822461	8-Year 32-Pack (Price reflects 10% discount)			\$3,746.55	\$ -

Upon request, receive one of each of the following items FREE per teacher (or at the ratio noted below)

9780328797882	CA Teacher's Edition & Resource Package (Includes Overview & Implementation Guide, CA Topic TE's, CA Domain Resource Books in Spanish, CA Assessment Sourcebook)			\$ 706.29	\$ -
9780328803699	CA Common Core Interactive Math Stories Big Book			\$ 166.83	\$ -
9780328790210	CA Ready-Made Centers Book (ORDER 2 PER TEACHER)			\$ 91.77	\$ -
9780328785780	CA Common Core Standards Practice Workbook Teacher's Guide			\$ 51.27	\$ -
9780328786480	CA Common Core Standards Practice Workbook			\$ 6.45	\$ -
9780328803729	CA Common Core Practice & Reteaching Workbook			\$ 11.85	\$ -
ONLINE	Digital Courseware Access for Teachers			n/a	
9780328821822	CA Common Core Visual Learning Animations CD-ROM			\$ 137.67	\$ -
9780328785926	CA Common Core ExamView CD-ROM			\$ 115.53	\$ -
9780328798094	CA Teacher Edition eText DVD			\$ 638.79	\$ -
9780328836260	CA Common Core Enhanced TPC TSTS			\$ 50.19	\$ -

Upon request, choose one of the two workbooks below as 1 PER STUDENT. Provided FREE, for a total of 8 Years

9780328786480	CA Common Core Standards Practice Workbook (1 PER STUDENT)			\$ 6.45	\$ -
OR					
9780328803729	CA Common Core Practice & Reteaching Workbook (1 PER STUDENT)		120	\$ 11.85	\$ -

Upon request, receive the following as FREE per student

9780328798025	CA Student Edition eText CD-ROM (1 PER STUDENT)			\$ 78.81	\$ -
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Additional Materials For Purchase

9780328822102	8-Year Student Edition Foldable 4-Pack (Includes Digital Courseware)			\$ 544.29	\$ -
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Contract titles Total: \$ -

****Non-Contract Titles Total: \$ -**

Grade 2 **PROMO CODE: CAK2***

ISBN 13	Item Description	Quantity Charged	Quantity Free	Price	Total Charged
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Classroom Set: Must purchase from the three options below for a minimum of 20 students per classroom to qualify for FREE materials

8-Year CA Common Core Student Lesson Packets. Includes CA Math Practices Poster and Digital Courseware

Note: Student Editions are a subscription. Years 2-8 will be automatically shipped, annually, on the anniversary date of the PO.

9780328822294	8-Year 24-Pack (Price reflects 10% discount)			\$2,810.02	\$ -
9780328822386	8-Year 28-Pack (Price reflects 10% discount)			\$3,277.07	\$ -
9780328822478	8-Year 32-Pack (Price reflects 10% discount)			\$3,746.55	\$ -

Upon request, receive one of each of the following items FREE per teacher (or at the ratio noted below)

9780328797899	CA Teacher's Edition & Resource Package (Includes Overview & Implementation Guide, CA Topic TE's, CA Domain Resource Books in Spanish, CA Assessment Sourcebook)		2	\$ 706.29	\$ -
9780328803705	CA Common Core Interactive Math Stories Big Book			\$ 166.83	\$ -
9780328790227	CA Ready-Made Centers Book (ORDER 2 PER TEACHER)			\$ 91.77	\$ -
9780328785797	CA Common Core Standards Practice Workbook Teacher's Guide			\$ 51.27	\$ -
9780328786497	CA Common Core Standards Practice Workbook			\$ 6.45	\$ -
9780328803736	CA Common Core Practice & Reteaching Workbook			\$ 11.85	\$ -
ONLINE	Digital Courseware Access for Teachers			n/a	
9780328821839	CA Common Core Visual Learning Animations CD-ROM			\$ 137.67	\$ -
9780328785933	CA Common Core ExamView CD-ROM			\$ 115.53	\$ -
9780328798100	CA Teacher Edition eText DVD			\$ 638.79	\$ -
9780328836277	CA Common Core Enhanced TPC TSTS			\$ 50.19	\$ -

Upon request, choose one of the two workbooks below as 1 PER STUDENT. Provided FREE, for a total of 8 Years

9780328786497	CA Common Core Standards Practice Workbook (1 PER STUDENT)			\$ 6.45	\$ -
OR					
9780328803736	CA Common Core Practice & Reteaching Workbook (1 PER STUDENT)		120	\$ 11.85	\$ -

Upon request, receive the following as FREE per student

9780328798032	CA Student Edition eText CD-ROM (1 PER STUDENT)			\$ 78.81	\$ -
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Additional Materials For Purchase

9780328822119	8-Year Student Edition Foldable 4-Pack (Includes Digital Courseware)			\$ 544.29	\$ -
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Contract Titles Total: \$ -

****Non-Contract Titles Total: \$ -**

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

11.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Certificated Substitute Pay Rates Effective August 12, 2022.

Staff Analysis:

District administration has revised the daily rates for Certificated Administrative Substitutes.

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

To the Board of Trustees:

Recommend Approval

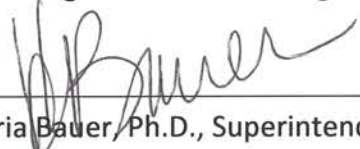
11.01

Agenda Placement

Meeting:

August 11, 2022

Regular Board Meeting


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion

by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



Alum Rock Union Elementary School District Certificated Substitute Pay Rates

Substitute Teacher:

Daily Rate	Long Term	Retirees Daily Rate	Residential Subs Daily Rate
\$200 = Elementary	\$220 (works 15 consecutive days – retroactive to day 1)	E - \$300	E - \$300
\$200 = Middle		M - \$300	M - \$300

Substitute Administrator:

Daily Rate	Long Term Daily Rate (works 5 consecutive days)	Special Projects Rate
\$500	\$600	\$700

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

11.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Resignations (Information Only).

Staff Analysis:

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

Submitted by: Cesar Torrico



Title: Assistant Superintendent, Human Resources

To the Board of Trustees:

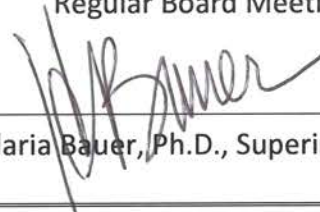
Meeting:

August 11, 2022

Information Only

Regular Board Meeting

11.02



Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

August 11, 2022

CERTIFICATED RESIGNATIONS:

I. Resignations:

- | | | |
|------------------------|------------------------------|------------|
| 1. Natividad, Jonathan | Principal/Cureton Elementary | 07/29/2022 |
| 2. Negrete, Daniel | P.E./Aptitud Academy | 07/19/2022 |

**HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES**

August 11, 2022

CLASSIFIED RESIGNATIONS:

I. Resignations:

1. Ortiz, Maria C

CNS Satellite Supervisor/George

06/14/2022

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION


To the Board of Trustees:

Date: 07/15/2022

Subject: Tutorworks Academic Services

Staff Analysis: Tutorworks will provide an on-site and/or virtual academic intervention tutoring program that is customized to address students' specific needs. The program integrates certified staff and technology based support as part of the instructional program. Tutorworks will work with ARUSD staff to determine hours of service for students in grade K-8 for any school interested in participating for 2022-2023 school year.

Recommendation: Staff recommends the Board of Trustees approve the contract with Tutorworks Academic Services for the 2022-2023 School Year. Cost of contract is not to exceed \$250,000.

Submitted by: Sandra Garcia 

Title: Director of State and Federal Programs

Approved by: Barbara Campbell 

Title: Assistant Superintendent, Instructional Services

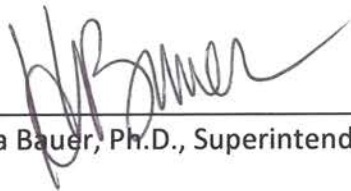
To the Board of Trustees:

Meeting: August 11, 2022
Regular Board Meeting

Recommend Approval

12.01

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

Submitted by: Sandra Garcia

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

Name of Individual/Company: Tutorworks Academic Services

Address: 700 Airport Blvd Ste#450 City: Burlingame State: CA Zip: 94010

Phone: (650) 298-8867 Email Address: dterzian@tutorworks.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 10, 2022 end date June 30, 2023
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

Tutorworks will provide an on-site and/or virtual academic intervention tutoring program that is customized to address students' specific needs. The program integrates certified staff and technology based support as part of the instructional program.

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

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

b. **Other:** \$250,000 (nte) (describe rate agreement) Hourly rate per student: \$42.02 per hour

Not to exceed \$250,000 (various sites/department)

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
060	3217	0	5815	00	1110	1000	010200	360	7390	175,000	
				Master		-	various	codes	up to	75,000	

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

INTRODUCTION

TUTORWORKS utilizes a blended learning approach which combines the use of educational software and personalized instruction from certified tutors to create very engaging and highly effective learning experiences for every student. **TUTORWORKS** has served more than 25,000 students in 140 school districts and more than 1500 schools. **TUTORWORKS** has successfully transitioned our intervention programs from classroom settings to hybrid live and synchronous remote learning. We understand well the promise and challenges of using a blended learning approach to achieve significant academic gains. Our hybrid remote learning programs have evolved from more than 20 years of experience promoting students' growth and development in technology-rich environments.

Our Purpose and Mission

TUTORWORKS' purpose is to support students as they develop their enormous potential to create a life with meaning. **TUTORWORKS'** mission is to create transformational learning experiences in a motivational learning environment by building tangible skills and nurturing a growth mindset. **TUTORWORKS'** programs do this by combining two contrasting strategies: fierce commitment to tangible, discrete skills and an equally fierce commitment to open-ended and imaginative learning activities. We focus on building mastery of foundational skills through deliberate practice and through a positive, personalized and culturally relevant learning experience that meets students where they are and supports them to achieve the next level in their learning.

For more details on the virtual delivery of services please see the **TUTORWORKS** Remote Learning Plan (enclosed).

HYBRID ACADEMIC INTERVENTION

Our new signature program, **TUTORWORKS ACADEMY**, will be implemented in ARUSD school sites as a hybrid virtual academy with a physical presence in classrooms. Students will learn from onsite coordinators and instructors, as well as from their virtual instructors. Our hybrid intervention model allows students to access the **TUTORWORKS** programming either at school with a **TUTORWORKS** staff member supporting students, in the afterschool program, or from home.

TUTORWORKS ACADEMY classrooms are purposefully small, with a 1/3 - 1/8 staff/student ratio. This facilitates student-teacher relationships and is an important factor in motivating our students to succeed.

TUTORWORKS staff are experienced instructors invested in developing a positive classroom experience for students to increase their intrinsic motivation and to close academic gaps in literacy and math.

TUTORWORKS instructors are part of a faculty that meets daily to discuss students' needs, review student data from the pre- or post-assessments, and strategize how to tailor instruction to meet students' needs.

SCOPE OF WORK-ARUSD

TUTORWORKS ACADEMY currently features three classes, described in detail below. The classes are **FOUNDATIONS**, **CODE WRITE DRAW INTERVENTION** and **MASTERY TUTORIAL**. Districts can choose any number of classes and combine them to create a tailored program for each school's needs.

INSTRUCTIONAL OVERVIEW

TUTORWORKS programs focus on foundational math and literacy skills, as well as test preparation for the CAASPP. Our intervention programs focus on robust student learning in an engaging and fun environment that motivates students and helps them become more confident with academic knowledge and their test taking skills.

Using a variety of interactive and differentiated pedagogical approaches, **TUTORWORKS** teaches and reinforces foundational skills and standards from the California Common Core Standards. Our programs are customized to the needs of the school and may include the following areas of focus: foundational literacy and math skills (including phonemic awareness, phonics, fluency, vocabulary, comprehension, fluency in computation and knowledge of math facts); CCCS Standards Mastery & SBAC Prep (including individualized support needed to fill knowledge gaps and master important test-taking skills and techniques for both the SBAC and CAHSEE assessments.); Classwork / Homework Support (individualized instruction based on classroom assignments); or Advanced Math & Science Support (including Pre-Algebra, Algebra I, Algebra II, Geometry, Pre-Calculus, Calculus, Trigonometry, Earth Science, Marine Science, Biology, Chemistry, and Physics).

TUTORWORKS currently delivers all services remotely using live, synchronous classes with licensed teachers and trained **TUTORWORKS** staff, and also offers hybrid services for seamless integration with onsite services.

CLASSES

Our instructional approach in action is evident in the three **TUTORWORKS** classes we will provide to ARUSD. All of our classes can be customized to meet the specific needs of individual schools. Two essential elements anchor all of our services: the hero's journey thematic framework through the power of personal narrative; and parent engagement to promote learning based on the well-established link between parental involvement and students' academic success.

TUTORWORKS MASTERY

The **TUTORWORKS MASTERY TUTORIAL** classes are based on the belief that every student can better understand concepts and learn how to master academic skills. **TUTORWORKS MASTERY TUTORIAL** is one of our signature programs and has contributed to the academic success of over 25,000 students utilizing a Mastery Learning instructional strategy which embraces students' individual learning styles.

TUTORWORKS believes in utilizing a blended learning approach which combines personalized instruction from highly qualified instructors and the use of a variety of educational and digital tools. This blended approach accelerates learning and produces tangible results. In the new world of hybrid learning our 20 years' experience leveraging digital tools has made our remote learning programs engaging and impactful.

SCOPE OF WORK-ARUSD

TUTORWORKS programs determine student progress using a variety of both formative and summative assessments that are built into the program. As our programs focus on mastery, we examine the number of goals mastered as well as summative tests that mirror high stakes tests (such as the SBAC, CAHSEE, etc.) to determine student progress. Students in our programs have consistently made statistically significant gains and progress on these continuous and final summative assessments.

Mastery Learning is an instructional strategy, formally proposed by Benjamin S. Bloom, which maintains that students must achieve a level of mastery before moving forward to another subject area. If students do not achieve mastery, they are given additional support in learning the information, until mastery has been accomplished. **TUTORWORKS** programs follow the methods of Mastery Learning.

We begin an individual's personalized program by assessing current learning levels and identifying strengths and weaknesses. We utilize assessment results to design and customize learning modules which identify specific achievement goals and skills that must be mastered in the way that the individual learns most effectively. Each learning module is catered to individual needs and can be adjusted as the goals are mastered.

TUTORWORKS MASTERY Class Structure

Each **TUTORWORKS MASTERY** class includes 1 – 3 learning modules and utilizes a blended learning approach which combines the use of educational software and personalized instruction from certified instructors to create very engaging and highly effective learning experiences for every student. **TUTORWORKS MASTERY** is a program that can be customized to meet students' specific needs. Our **MASTERY** classes can focus on building foundational literacy and math skills, developing higher-order critical thinking skills, test preparation or support in advance subjects. **MASTERY** classes utilize a small-group instructional model and integrate both **TUTORWORKS** certified staff and technology-based supports as part of the instructional program. **MASTERY** classes are customized to the needs of the school or district and may include the following areas of focus:

Areas of Focus

Foundational Reading Skills: Using the "See It, Hear It, Say It" instructional strategy, students use Explode The Code Online to improve foundational literacy skills including phonemic awareness, phonics, fluency, vocabulary, and comprehension. Our data-driven phonics instruction program features individualized instruction and reinforcement-based continuous assessment. (1st – 8th grades)

Foundational Mathematical Skills: Using strategies such as "practice with modeling," "incremental rehearsal," and fun math drills, students use the XtraMath program to promote fluency in computation and knowledge of math facts. XtraMath uses adaptive timed activities to encourage students to answer the questions as quickly as possible combined with spaced repetition to efficiently develop recall. Instruction focuses on basic math skills which are carefully sequenced to follow a logical order of concepts including number sense and operations, spatial relationships and shapes, comparing and measuring, and pattern knowledge. (1st – 8th grades)

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. This focus also

SCOPE OF WORK-ARUSD

provides students the individualized support needed to fill knowledge gaps and master important test-taking skills and techniques for both the SBAC and CAHSEE assessments. (3rd – 12th grades)

Classwork / Homework Support: Instruction is combined with independent learning to ensure that students not only understand classwork or homework concepts, but also learn how to apply those skills to achieve a deeper level of learning. (3rd – 8th grades)

Advanced Math & Science: Instruction is small group and one-on-one. All instruction is individualized. Our highly qualified and certified tutors are trained to provide different styles of teaching to best match the variety of learning styles in each student. Math courses include Pre-Algebra, Algebra I, Algebra II, Geometry, Pre-Calculus, Calculus, and Trigonometry. Science courses include Earth Science, Marine Science, Biology, Chemistry, and Physics. (7th – 8th grades)

SCHOOL MASTERY

TUTORWORKS School MASTERY provides individualized instruction in one-on-one, small or large groups to support CCCS Standards mastery during classroom instruction. In School **MASTERY**, our academic tutors provide assistance in all of the above areas of focus to all grade levels as directed by the classroom teacher or school staff. In 2020-21, **TUTORWORKS** began providing this push-in academic support to support English learners in the classroom. This model worked especially well in the remote environment where our instructors could listen to the class instruction alongside the students, then work with the students in breakout rooms to provide additional assistance or work with students after class to help complete the homework assignments. If requested, **TUTORWORKS** can provide the remote School **MASTERY** program in ARUSD.

A sample daily session schedule is shown below:

SAMPLE SCHEDULE	
TIME	ACTIVITY
5 minutes	Welcome and Check-In
25 minutes	CCCSS Mastery ELA
30 minutes	Phonics-based Literacy
25 minutes	CCCSS Mastery Math
5 minutes	Review of Academic Progress and Reflection
130 minutes (1.5 hours)	TOTAL SESSION INSTRUCTIONAL TIME

TUTORWORKS CODE WRITE DRAW INTERVENTION

TUTORWORKS CODE WRITE DRAW provides transformational learning experiences for students in 4th–8th grades by building tangible STEAM (Science, Technology, Engineering, Arts and Math) skills in a motivational learning environment. In these classes, students code a video game, write a novella based on the *Hero's Journey*, and learn how to draw. **TUTORWORKS CODE WRITE DRAW INTERVENTION** combines the highly engaging **CODE WRITE DRAW** program with extra class time focused on the computational thinking skills that anchor the coding class and the mechanics of the writing process (including sentence and paragraph structure, editing, and grammar).

SCOPE OF WORK-ARUSD

RESEARCH BASIS

TUTORWORKS CODE WRITE DRAW is grounded in our theory of change that motivation of students and parents is critical to student success. The **CODE WRITE DRAW** model is based on:

- The demonstrated ability of out-of-school activities (especially related to STEM) to motivate and empower families around student learning,
- The evidence-based use of narratives to connect participants to a learning experience and promote a growth mindset,

The Value of STEM and Out-of-School-Time Learning

Technological advances have made it essential for all students to be exposed to and develop proficiency in STEM disciplines. However, wealthier parents are able to spend almost seven times more on out-of-school-time enrichment for their children than disadvantaged families, creating an opportunity gap (McCombs, Whitaker & Yoo, 2017; Duncan & Murnane, 2011). Supplemental programs can offer underserved youth access to new and enriching experiences that could yield lasting developmental benefits. Increasingly, funders, policy makers, and practitioners recognize the vital role families play in raising youth awareness of and participation in STEM programs (see Kekelis & Sammet, 2018). Yet STEM can be intimidating for parents (especially those with less formal education) who may not feel confident in their knowledge to support their child in STEM-related activities (Kekelis & Ottinger, 2018). As STEM complexity has increased, the challenges of explaining the utility and importance of STEM mastery to parents have increased as well. Research shows that families can strengthen their children's STEM learning by developing a STEM-rich home environment; creating a mindset that promotes strong STEM identities; and participating in activities across a variety of settings (Casper, 2018). The TUTORWORKS parent workshops and exhibition empowers parents with accessible and engaging STEM resources and concrete strategies to encourage their children's STEM learning both in school and at home.

The Power of the Personal Narrative

In our two decades of working with students and their parents to support learning outcomes, we have observed the effectiveness of using personal narratives as an instructional framework. A well-constructed narrative contains essential elements to support learning by (Szurmak & Thuna, 2013): making something abstract more concrete/immediate; contextualizing information with a framework to place the new knowledge into (and thus improve retention and understanding); and allowing participants to have more immediate emotional experiences they can relate to (and therefore remember).

TUTORWORKS CODE WRITE DRAW – A PIONEERING APPROACH

Staffed by credentialed teachers, teacher candidates, and para-professional staff, the classes promote foundational literacy or math skill mastery and STEAM skills through coding, creative writing, and the arts.

These cohort-based learning classes has been a favorite during modified school settings with **greater than 90% attendance** across all programs.

Each participant receives at least 36 hours of STEAM-related instruction during the session. The classes use a *Hero's Journey* thematic framework and includes exposure to local industry professionals who share their own STEAM journeys. The hero's journey is a research-based concept (Campbell, 1949, 1988) that describes a series of stages that the hero archetype goes through that are visible in the mythologies from multiple cultures (see <https://tinyurl.com/yxh59r9e> for a description). The program culminates with an exhibition where students present their completed work to industry expert judges and families. Our innovative approach focuses both on the foundational aspects of STEAM – the

SCOPE OF WORK-ARUSD

challenging experience of skill-building through deliberate practice – and on the motivational aspects of STEAM through video game design and personal narrative work, using tools that students can continue to use after the program ends. Our integrated and adaptable program is designed to captivate the interest of students with diverse backgrounds and different levels of academic preparation.

CODE WRITE DRAW Class Structure

CODE WRITE DRAW classes include 3 project-based-learning modules: coding, writing, and art and 1 optional module: electives. The novella and game projects are designed to be personally meaningful and fun. While students are engaging in intense learning activities, their experience is that they are “having fun”. Throughout, instructors stress the connection between academic skills and real-world applications. The “Hero’s Journey” provides an exemplar of the growth mindset. The program culminates with an exhibition where students present their work to industry expert judges and families. The hands-on classes consist of large group instruction by expert teachers and studio time led by assistant teachers to further differentiate the curriculum based on student needs. Students participate in the program in cohorts of 8 students to foster community and build strong connections between staff and students. Cohorts can be based on grade level, skill level or English proficiency level. Programs can be scheduled to take place during school, afterschool, Saturdays and during intercessions. The minimum program length for **CODE WRITE DRAW** is 36 hours. This program can be customized to meet the needs of the school or district (e.g., number and choice of modules, length of program, etc.). A sample program schedule is shown below:

SAMPLE SCHEDULE	
TIME	ACTIVITY
5 minutes	Welcome and Check-In
50 minutes	Writing Module / Art Module / Coding Module (25 minutes instruction from expert teacher and 25 minutes studio time in cohorts of 8)
5 minutes	Break
50 minutes	Writing Module / Art Module / Coding Module (25 minutes instruction from expert teacher and 25 minutes studio time in cohorts of 8)
10 minutes	Review of Academic Progress and Reflection
150 minutes (2 hours)	TOTAL SESSION INSTRUCTIONAL TIME

TUTORWORKS FOUNDATIONS

The **TUTORWORKS FOUNDATIONS** classes are for kindergartners and students in grades one through five. **TUTORWORKS FOUNDATIONS** classes combine foundational skill building with small group instruction in foundational reading and math. A cohort-based learning model which combines dynamic expert instructors for the learning modules with a team of academic coaches who are responsible for student engagement and success. The **FOUNDATIONS** program also includes small group instructors who work with students in small groups or one-on-one to focus on areas of need identified by the curricula. A unique feature of the **FOUNDATIONS** program is the **TUTORWORKS** emcee who leads the module transitions with stretches, jokes (fun puns), activities and songs.

The **FOUNDATIONS** instructional program is focused on teaching phonics-based literacy, foundational math concepts, and basic computational math using our adaptive learning and kinesthetic pedagogical approaches. The program provides interactive, *teacher led* digital literacy and mathematics activities and

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art instruction with live teachers using our adaptive curricula including *Explode The Code Online* and *XtraMath*. The pairing of reading and math with art provides mental stimulation for both sides of students' brains and pairs a learning activity that children are more likely to regard as fun (art) with one they may have less enthusiasm for (reading and math).

The **FOUNDATIONS** classes include two adaptive learning modules (foundational literacy and foundational math) and one kinesthetic module (academic language through art or sign language). The centerpiece of instruction in the adaptive learning modules is the computer-aided curricula with its sophisticated branching and data analysis features that differentiate the curriculum for each student. The kinesthetic modules reinforce the foundational skills and engage students. In addition, all students receive 30 minutes of individualized small group instruction during each session. Small group instructors are trained teachers who engage students in interactive and personalized foundational literacy activities focusing on phonemic awareness, fluency, phonics, vocabulary, and comprehension.

RESPONSIVE INDIVIDUALIZED ATTENTION

A critical feature of the **READ DRAW FUN** program is the combination of dynamic expert instructors for the learning modules with a team of academic coaches behind the scenes who provide responsive positive praise and communication with each of the students in the class. It's safe and personalized both through chat, student input and recognition during the livestream.

Highlights of the classes include:

- Energetic staff leading interactive activities and songs, stretching, jokes and fun puns
- Progress reports for students, parents and teachers
- Full compliance data collected automatically including attendance and achievement indicators
- Weekly raffle and prizes
- Students can submit artwork via email or computer for review by instructors
- Art class requires only a pencil and paper

SAMPLE SCHEDULE	
TIME	ACTIVITY
5 minutes	Welcome and Check-In
30 minutes	Directed Instruction in ELA or Math
5 minutes	Group Language and Numeracy Activities
25 minutes	Phonics-based Literacy Instruction
60 minutes (1 hour)	TOTAL SESSION INSTRUCTIONAL TIME

CURRICULA & MATERIALS

To keep students engaged and focused in the learning environment, TUTORWORKS uses research-based curricula and a combination of pedagogical approaches: adaptive learning modules (individualized instruction), kinesthetic and project-based modules.

Adaptive Learning Modules

TUTORWORKS adaptive learning modules feature differentiated, computer-based literacy and math software that targets and fills gaps in students' foundational math and literacy skills. In these modules the teacher introduces the day's activities, then the students work independently. Academic coaches provide support and encouragement through chat while the teacher monitors student work and recognizes students' daily progress.

The centerpiece of our adaptive learning module for reading is the computer-aided, research based literacy program, *Explode the Code Online*, with sophisticated branching and data analysis features that differentiates the literacy intervention curriculum for each student. *Explode The Code Online*, built and owned by TUTORWORKS, 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. *Explode The Code* fosters successful reading skills focusing on phonemic awareness, fluency, phonics, vocabulary, and comprehension, and is aligned to the California CCSS. 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. *Explode The Code Online* includes over 95 specific phonics and word analysis skills spanning the following California CCSS:

California CCSS Standard Category	Grade				
	K	1	2	3	4
Word Analysis, Fluency, and Systematic Vocabulary Development					
Concepts About Print	✓	✓			
Phonemic Awareness	✓	✓			
Decoding and Word Recognition	✓	✓	✓	✓	
Vocabulary and Concept Development	✓	✓	✓	✓	✓
Writing Strategies					
Organization and Focus	✓	✓			
Written and Oral English Language Conventions					
Spelling	✓	✓	✓	✓	✓
Listening and Speaking Strategies					
Comprehension	✓				
Word Analysis, Fluency, and Systematic Vocabulary Development					
Word Recognition					✓

Our adaptive learning module for foundational math practice is *XtraMath*. Students use this program to develop automaticity in addition, subtraction, multiplication and division, and build confidence in mathematics. *XtraMath* is an online program used to help students build their foundational math skills. It focuses on building automaticity with math facts, starting with addition and working up to division.

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The idea is that if a student can immediately recognize the math facts, they then have cognitive resources available to do more complicated analysis. *XtraMath* includes the following California CCSS:

California CCSS Standard Category	Grade						
	K	1	2	3	4	5	6
Number and Operations in Base Ten							
Beginning Addition	✓						
Beginning Subtraction	✓	✓					
Addition			✓	✓	✓		
Subtraction			✓	✓	✓		
Multiplication					✓		
Division					✓		
Expanded Addition						✓	✓
Expanded Subtraction						✓	✓
Expanded Multiplication						✓	✓
Expanded Division						✓	✓

Our adaptive learning module for test preparation features *Study Island*, explicitly designed to help students master the content specified in the Common Core standards. *Study Island* provides rigorous content for Math and English Language Arts & Literacy, and provides PARCC- and SBAC-aligned item types. *Study Island* includes a supplemental criterion-based formative computer-based assessment program for the California content standards that is valid, reliable and aligned to the California Common Core Standards. The test bank consists of thousands of questions and item types (selected response, constructed response, table, fill-in, graphing, etc.) that are aligned with each of the California Content Standards and Common Core Standards. *Study Island* supports the learning process with engaging, interactive lessons and activities to promote higher-order thinking and inquiry. For the complete list of standards and objectives, please see Appendix A.

Together these curricula cover comprehensively K-12 grade California CCSS skills. Students receive instruction on a selection of these skills based on our pre-assessment results and the goals of each program. Each of these curricula has built in formative assessment. This provides a much more robust way to monitor student progress than the traditional pre-test, mid-program test and post-test model. Our continuous assessment is invisible to students but informs instructional staff so they can adapt in real time. It also allows students, parents and school staff to receive on demand updates on student progress, rather than waiting for the mid-point or end of the program.

Kinesthetic Mastery Modules

TUTORWORKS kinesthetic mastery modules offer students an interactive way to learn and practice foundational skills in math, literacy and writing. In the kinesthetic modules, students are guided to apply and practice concepts in meaningful and fun activities and to practice and build automaticity and discursive fluency in foundational math and literacy skills. Using a mix of whole class, small group, and one-on-one guided practice, students engage in essential practice in math, literacy and writing.

During whole class guided practice, teachers reinforce target academic vocabulary and subject-specific language genres, using a kinesthetic approach. Our kinesthetic modules are designed for maximum engagement and may look more like games than academic activities, but each activity is grounded in academic content and objectives.

SCOPE OF WORK-ARUSD

Kinesthetic modules include:

- Whole class, small group and one-on-one guided writing instruction to develop writing fluency, work on basic sentence structure and build confidence in writing.
- Whole class guided drawing activities to reinforce and practice math concepts such as distance, ratio, and proportion, and reasoning with shapes and their attributes.
- Whole class guided math activities to reinforce foundational math.
- Small group and one-on-one guided literacy instruction to develop reading fluency and work on basic phonic pronunciation and sentence-level constructs.

Project Based Learning (PBL) Modules

In contrast to the adaptive learning and kinesthetic mastery modules that focus primarily on foundational math and literacy skills, TUTORWORKS project based learning (PBL) modules focus on writing and computational thinking, and are more appropriate for upper elementary and middle school students.

TUTORWORKS project based learning modules feature a multi-week project that students complete under the guidance of an expert instructor. PBL modules include a mix of teacher-led direct instruction, guided practice on project components, and *studio time*, which is small group, supervised work time.

Project based modules include:

Coding

In the coding module, students learn the basics of computational thinking in order to design and build a multi-level video game. Students use *ReadyMaker*, an open-ended software creator designed for grades four to eight, that introduces computational thinking, and follows the Common Core State Standards as well as the Computer Science Teacher Association Standards. Because of its graphical user interface, *ReadyMaker* is accessible to students who are bilingual learners or have emerging literacy skills. Computational thinking and coding skills are important educational assets for students in high school and beyond, and coding with game design is an engaging learning activity for both boys and girls.

Writing

In the writing module, students learn the basics of story creation and write a short story based on the archetype of the *Hero's Journey*. This PBL module integrates culturally sustaining pedagogy to foreground students as agents of change in their world and give them structured ways to reflect on and reimagine their past, present or future. The writing module also draws on students' own experiential and educational resources: because students write an original short story, they guide the creative process with the support of our teachers, who provide instruction in language and narrative structure. At the end of the module, students have created a round character with a hero's journey character arc, have completed a storyboard and have written and edited several drafts of a hero's journey narrative. Students' final narrative is published as a novella.

Art

In the art module, students learn the foundations of drawing and produce at least three illustrations for their hero's journey novella. Our art instruction is not only designed to teach students basic skills in drawing but it is also designed to demonstrate the connection between art and mathematics. Art is fundamentally about seeing and visually mapping the world onto paper using lines, and so is geometry. Each Art lesson introduces academic language and makes a direct connection between a mathematics concept and a drawing skill (e.g., shapes, ratios, proportion, perspective, etc.) At the end of the art module, students have created three complete illustrations, including multiple thumbnails, sketches and drafts of each illustration.

PROGRAM DURATION & COST

The TUTORWORKS ACADEMY classes can be customized to a program of any length. The cost of services is \$42.02 /student hour (enrollment-based fee).

TUTORWORKS In addition to providing the classes described above based on ARUSD customizations, the program also includes the following:

Additional Services	Included
Parent Engagement and Support	
Parent Outreach Materials <i>We provide flyers, letters and text samples to make this process easy for schools.</i>	✓
Parent Enrollment Support <i>We contact families directly to enroll their students. We have a dedicated team to support families with enrollment, onboarding and technical issues.</i>	✓
Ongoing Outreach <i>We contact parents to share good news and to follow up on any student absences.</i>	✓
Bilingual Support <i>Our staff is bilingual in English/Spanish.</i>	✓
Motivating Parent Workshop to Support Student Success <i>We offer parent workshops, and districts may choose from a selection of topics.</i>	✓
Data Analysis & Progress Monitoring	
Targeted Instruction Based on Continuous Assessment <i>We love data and use it to guide our sessions with students.</i>	✓
24/7 Data and Reporting Access <i>We also provide PDF versions upon request for ease of sharing with your staff.</i>	✓
Data Analysis Report for Each School Site <i>We send you a full report on student outcomes at the conclusion of the programs.</i>	✓
School Staff Integration <i>We will host meetings with school staff to coordinate services, and review program functioning and progress monitoring systems as is necessary.</i>	✓
Student Enrollment	
Seat-Based Enrollment <i>Students can be replaced to ensure full enrollment and use of student hours.</i>	✓
Student Success	
Daily Recognition for Positive Behaviors <i>We are relentless about acknowledging positive behavior!</i>	✓
Socio-emotional Student Support <i>We check-in daily about process of learning goals!</i>	✓
Widespread Student Recognition <i>Awards Ceremonies & Exhibitions</i>	✓

We welcome the opportunity to serve ARUSD!

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

13.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

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

- June 26, 2022, Special Board Meeting
- July 21, 2022, Regular Board Meeting

RECOMMEND APPROVAL

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting:

August 11, 2022

Regular Board Meeting

Recommend Approval

13.01

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Tuesday, June 28, 2022, 6:00 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #18-21/22

1. OPEN SESSION

1.01 Call to Order and Roll Call

Board Clerk Corina Herrera-Loera called the Board Meeting to order at 6:01 p.m. followed by Roll Call (Vice-President Minh Pham is currently logging on and in the building; President Andrés Quintero is in route).

*This is a Special Board Meeting held on June 28, 2022 #18-21/22.

Board Members Present:

Andrés Quintero	President (<i>arrived late at 6:05 p.m.</i>)
Minh Pham	Vice-President (<i>arrived late at 6:03 p.m.</i>)
Corina Herrera-Loera	Clerk
Linda Chavez	Member
Ernesto Bejarano	Member

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Kolvira Chheng	Assistant Superintendent, Business Services
Cesar Torrico	Assistant Superintendent, Human Resources
Patricia Tovar	Executive Assistant, Business Services

2. SUPERINTENDENT / BOARD BUSINESS

2.01 Approve Resolution #63-21/22 Safer Schools

Board Clerk Corina Herrera-Loera acknowledged CLSBA President, Jorge Pacheco and Board Member Ernesto Bejarano for their assistance in completing the resolution.

2. SUPERINTENDENT / BOARD BUSINESS (*continued*)

2.01 Approve Resolution #63-21/22 Safer Schools

Public Comments: None

MOTION #18-01 by Clerk Corina Herrera-Loera to accept and approve Resolution #63-21/22 as presented. MOTION #18-01 was seconded by Member Ernesto Bejarano.

Roll call vote: Ayes: President Andrés Quintero, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Abstain: Member Linda Chavez.

Vote: 4/1; Motion Carries.

2.02 Report on Workforce Housing Community Survey

Assistant Superintendent Chheng introduced Dale Scott, President of Dale Scott and Company. Mr. Scott gave a presentation of the voter survey results with the following key points:

Survey Methodology – survey was conducted in English, Spanish, and Vietnamese between 6/8 and 6/14/22; 301 completed surveys; average length of the survey was 13.45 minutes; and margin of error for the survey is 5.649%.

Core Values – experience with the school district; perception of education quality/district's fiscal responsibility; public schools within the community; schools impact on property values; available and affordable rental housing.

Voter Information – what is the main way you receive information about the district.

Voter Attitudes – impact of specific projects/statements/teacher-staff housing; tax rate sensitivity; and \$71.5 million ballot language (before vs after voter information).

Overview of Election Timeline – preparing for November 2022 election

Public Comments: None

2.03 Board will Consider to Retain Workforce Housing Committee

Public Comments: None

MOTION #18-02 by Vice-President Minh Pham to retain the workforce housing committee. MOTION #18-02 was seconded by Member Ernesto Bejarano.

Roll call vote: Ayes: President Andrés Quintero, Vice-President Minh Pham, Member Ernesto Bejarano, Clerk Corina Herrera-Loera, and Member Linda Chavez.

Vote: 5/0; Motion Carries.

Draft Minutes – June 28, 2022 Special Board Meeting #18-21/22

3. BUSINESS SERVICES

3.01 Approve to Establish Special Inspector Services Pool for District's Construction Projects.

Public Comments: None

MOTION #18-03 by Vice-President Minh Pham to approve to establish special inspector services pool for District's Construction Projects. MOTION #18-03 was seconded by Clerk Corina Herrera-Loera.

Roll call vote: Ayes: President Andrés Quintero, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Absent: Member Linda Chavez.

Vote: 4/1; Motion Carries.

3.02 Approve Contract with GEOCON Consultant, Inc. for Special Inspector Services.

Public Comments: None

MOTION #18-04 by Vice-President Minh Pham to approve contract with GEOCON Consultant, Inc. for special inspector services. MOTION #18-04 was seconded by Member Ernesto Bejarano.

Roll call vote: Ayes: President Andrés Quintero, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Absent: Member Linda Chavez.

Vote: 4/1; Motion Carries.

3.03 Approve Contract with Ninyo and Moore Geotechnical Environmental Sciences Consultant for Special Inspector Services.

Public Comments: None

MOTION #18-05 by Clerk Corina Herrera-Loera to approve contract with Ninyo and Moore Geotechnical and Environmental Sciences Consultant for special inspector services. MOTION #18-05 was seconded by Member Ernesto Bejarano.

Roll call vote: Ayes: President Andrés Quintero, Vice-President Minh Pham, Member Ernesto Bejarano, Clerk Corina Herrera-Loera, and Member Linda Chavez.

Vote: 5/0; Motion Carries.

4. HUMAN RESOURCES

4.01 Resignations

Public Comments: None

4.02 Approve New Position and Job Description – Elementary School Outdoor Education Coordinator.

MOTION #18-06 by Vice-President Minh Pham to approve new position and job description – Elementary School Outdoor Education Coordinator. MOTION #18-06 was seconded by Member Linda Chavez.

Member Ernesto Bejarano asked for a brief description of the position and the need for the new position from Superintendent Bauer.

Superintendent Bauer explained the need for the new position.

Roll call vote: Ayes: Vice-President Minh Pham, Member Ernesto Bejarano, Clerk Corina Herrera-Loera, and Member Linda Chavez. Absent: President Andrés Quintero.

Vote: 4/1; Motion Carries.

5. CONSENT CALENDAR

5.01 Approve/Ratify Notices of Employment and Changes of Status/June 28, 2022.

MOTION #18-07 by Member Linda Chavez to approve the notices of employment and changes of status/June 28, 2022 as presented. MOTION #18-07 was seconded by Clerk Corina Herrera-Loera.

Roll call vote: Ayes: Vice-President Minh Pham, Member Ernesto Bejarano, Clerk Corina Herrera-Loera, and Member Linda Chavez. Absent: President Andrés Quintero.

Vote: 4/1; Motion Carries.

6. CLOSED SESSION

6.01 Recess to Closed Session

Superintendent Bauer announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

7. RECONVENE TO OPEN SESSION

7.01 Report of Action Taken in Closed Session.

Assistant Superintendent Torrico reported the following action.

6.03 The Board unanimously approved Iris Charest, Principal at San Antonio Elementary and Veronica Lara, Assistant Principal at Sheppard Middle Schools effective July 1, 2022.

8. ADJOURNMENT

8.01 President Adjourns the Meeting

President Andrés Quintero adjourned the meeting at 7:59 p.m.

Respectfully submitted,

Corina Herrera-Loera
Board Clerk

HB/pt

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, July 21, 2022, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #01-22/23

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

President Andrés Quintero welcomed everyone in the audience. President Andrés Quintero called the Board Meeting to order at 5:30 pm followed by Roll Call.

Board Members Present:

Andrés Quintero	President
Minh Pham	Vice-President
Corina Herrera-Loera	Clerk
Linda Chavez	Member
Ernesto Bejarano	Member

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Barbara Campbell	Assistant Superintendent, Instructional Services
Kolvira Chheng	Assistant Superintendent, Business Services
Cesar Torrico	Assistant Superintendent, Human Resources
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

1. OPEN SESSION *(continued)*

1.01 Call to order/Roll Call/Pledge of Allegiance

President Andrés Quintero said there was a quorum.

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

MOTION #01-01 by Member Linda Chavez to adopt the agenda. MOTION #01-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

There was no public comment.

3. Comments and Communications

3.01 Alum Rock Administrator's Association (ARAA)

There was no representative from ARAA.

3.02 Teamsters

There was no representative from Teamsters.

3.03 California School Employee's Association (CSEA)

President Sharon Fontaine congratulated all the Retirees. She said she was happy that the Parcel Tax was approved.

3.04 Alum Rock Educator's Association (AREA)

There was no representative from AREA.

3.05 Superintendent

Superintendent Bauer thanked all the summer school staff. She said she went to visit Adelante I. She commented that today was the last day of summer school there.

3. Comments and Communications (continued)

3.06 Board of Trustees/Communications/ Comments

Vice-President Minh Pham said he attended the Building Trades Casino Night. He mentioned that there would be National Night Out at Meyer Elementary and encouraged everyone to attend.

Clerk Corina Herrera-Loera gave a shout-out to all the summer school staff. She said she does not visit the sites as much as she wishes due to her job. She wanted the community to have a happy summer.

President Andrés Quintero thanked the staff and the district's partners for supporting summer school. He said they provided amazing programs. He thanked CNS for providing meals.

4. Public Hearing

4.01 Public Hearing District's Initial Bargaining Proposal to Open Negotiations with the Teamsters 150 for the period of July 1, 2022-June 30, 2022.

President Andrés Quintero opened the hearing at 5:42 pm.

President Andrés Quintero closed the hearing at 5:42 pm.

5. Superintendent/ Board Business

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

MOTION #02-01 by Member Linda Chavez to approve Action Item 5.01 as presented. MOTION #02-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

5.02 Approve CSBA Educational Legal Alliance (ELA) Membership Dues, Period from July 1, 2022 through June 30, 2023, \$3714.00. Dues not processed before September 15, 2022 will result in a disruption of services.

MOTION #03-01 by Member Linda Chavez to approve Action Item 5.02 as presented. MOTION #03-01 was seconded by Clerk Corina Herrera-Loera.

5. Superintendent/ Board Business (continued)

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

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

MOTION #04-01 by Clerk Corina Herrera-Loera to approve Action Item 5.03 as presented. MOTION #04-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

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

MOTION #05-01 by Member Linda Chavez to approve Action Item 5.04 as presented. MOTION #05-01 was seconded by Member Ernesto Bejarano.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

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

MOTION #06-01 by Clerk Corina Herrera-Loera to approve Action Item 5.05 as presented. MOTION #06-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Noes: Member Linda Chavez. Vote: 4/1; Motion Carries

5. Superintendent/ Board Business (continued)

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

MOTION #07-01 by Member Linda Chavez to approve Action Item 5.06 as presented. MOTION #07-01 was seconded by Member Ernesto Bejarano.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Noes: Vice-President Minh Pham. Vote:4/1; Motion Carries

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

President Andrés Quintero said that Supervisor Alvarado has books she would like to donate to the Blanca Alvarado school. He commented he brought this item forward for the Board to consider.

Public Comment:

- 1) Shara Hedge said Supervisor Alvarado shared with her the donation of her prized books and would like to have them at the Blanca Alvarado school. She said she would like to create space for the books.

Member Ernesto Bejarano asked where the room was located, where the books would be, and how many books were there.

Shara Hedge replied that she believed they were social justice books. She commented that Alpha would need an additional room to store the books.

Member Linda Chavez said she would like to have a list of the books and know who the authors are.

Clerk Corina Herrera-Loera asked if there were other locations to have a library.

Superintendent Bauer replied that there are other schools.

President Andrés Quintero said the Board would like to bring this item back with Alpha's proposals and get the administration's recommendations.

6. Bonds

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

MOTION #08-01 by Member Linda Chavez to approve Action Item 6.01 as presented. MOTION #08-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

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

MOTION #09-01 by Member Linda Chavez to approve Action Item 6.02 as presented. MOTION #09-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

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

MOTION #10-01 by Member Linda Chavez to approve Action Item 6.03 as presented. MOTION #10-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

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

MOTION #11-01 by Member Linda Chavez to approve Action Item 6.04 as presented. MOTION #11-01 was seconded by Vice-President Minh Pham.

Public Comment:

- 1) Francesca Coronado asked what is the install privacy slats.

6. Bonds *(continued)*

Member Ernesto Bejarano asked what are the install privacy slats.

Assistant Superintendent Chheng replied that privacy slats are covers for the Fence so people cannot see inside.

**Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera.
Vote: 5/0; Motion Carries**

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

**MOTION #12-01 by Member Linda Chavez to approve Action Item 6.05 as presented.
MOTION #12-01 was seconded by Vice-President Minh Pham.**

**Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera.
Vote: 5/0; Motion Carries**

6.06 Award of Bid Package and Contract for #B2223-Bonds7 at Adelante I ES, Asphalt Repair/Replace.

**MOTION #13-01 by Member Linda Chavez to approve Action Item 6.06 as presented.
MOTION #13-01 was seconded by Vice-President Minh Pham.**

**Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera.
Vote: 5/0; Motion Carries**

6.07 Award of Bid Package and Contract for #B2223-Bonds8 at William Sheppard MS, Asphalt Repair/Replace.

**MOTION #14-01 by Member Linda Chavez to approve Action Item 6.07 as presented.
MOTION #14-01 was seconded by Vice-President Minh Pham.**

**Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera.
Vote: 5/0; Motion Carries**

6. Bonds (continued)

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

MOTION #15-01 by Member Linda Chavez to approve Action Item 6.08 as presented. MOTION #15-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

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

MOTION #16-01 by Member Linda Chavez to approve Action Item 6.09 as presented. MOTION #16-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

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

MOTION #17-01 by Member Linda Chavez to approve Action Item 6.10 as presented. MOTION #17-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

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

MOTION #18-01 by Member Linda Chavez to approve Action Item 6.11 as presented. MOTION #18-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

7. Instructional Services

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

**MOTION #19-01 by Member Linda Chavez to approve Action Item 7.01 as presented.
MOTION #19-01 was seconded by Vice-President Minh Pham.**

**Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera.
Vote: 5/0; Motion Carries**

7.02 Submission of Early Learning Support Block Grant (ELSB) Annual Report.

Director of Early Learning Dianna Ballesteros said this was a three-year grant.

7.03 Approve Quarterly Report on Williams Uniform Complaints.

**MOTION #20-01 by Member Linda Chavez to approve Action Item 7.03 as presented.
MOTION #20-01 was seconded by Member Ernesto Bejarano.**

**Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera.
Vote: 5/0; Motion Carries**

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

**MOTION #21-01 by Member Linda Chavez to approve Action Item 7.04 as presented.
MOTION #21-01 was seconded by Vice-President Minh Pham.**

**Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera.
Vote: 5/0; Motion Carries**

8. Human Resources

8.01 Resignations

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

**MOTION #22-01 by Member Linda Chavez to approve Action Item 8.02 as presented.
MOTION #22-01 was seconded by Vice-President Minh Pham.**

8. Human Resources (continued)

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham and Clerk Corina Herrera-Loera. Abstain: Member Ernesto Bejarano.

Vote: 4/1; Motion Carries

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

MOTION #23-01 by Vice-President Minh Pham to approve Action Item 8.03 as presented. MOTION #23-01 was seconded by Member Ernesto Bejarano.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera.

Vote: 5/0; Motion Carries

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

MOTION #24-01 by Clerk Corina Herrera-Loera to approve Action Item 8.04 as presented. MOTION #24-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera.

Vote: 5/0; Motion Carries

9. Contracts Over \$100,000

9.01 Approve the Contract with AchieveKids for the 2022-2023SY. This contract provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students.

MOTION #25-01 by Member Linda Chavez to approve Action Item 9.01 as presented. MOTION #25-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera.

Vote: 5/0; Motion Carries

9. Contracts Over \$100,000 (continued)

9.02 Approve the Creekside School Contract for the 2022-2023 SY. This contract will provide individualized instruction and behavior services to autistic and behaviorally disordered students.

MOTION #26-01 by Member Linda Chavez to approve Action Item 9.02 as presented. MOTION #26-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

9.03 Approve the Contract with RO Health, LLC. for the 2022-2023SY. This contract will provide LVN services to ARUSD students with medical needs.

MOTION #27-01 by Member Linda Chavez to approve Action Item 9.03 as presented. MOTION #27-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

9.04 Approve the Contract with Community School of Music & Arts for the 2022-2023SY. This contract will provide visual art classes (Arts4schools Instruction) to K-8 students at 9 school sites.

MOTION #28-01 by Member Linda Chavez to approve Action Item 9.04 as presented. MOTION #28-01 was seconded by Member Ernesto Bejarano.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

9.05 Approve the Contract with Think Together, Inc—Preschool Program for 2022-2023 SY. This contract will provide ARUESD with comprehensive licensed preschool program at Adelante I and Adelante II.

MOTION #29-01 by Member Linda Chavez to approve Action Item 9.05 as presented. MOTION #29-01 was seconded by Member Ernesto Bejarano.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

9. Contracts Over \$100,000 (continued)

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

MOTION #30-01 by Member Ernesto Bejarano to approve Action Item 9.06 as presented. MOTION #30-01 was seconded by Member Linda Chavez.

Public Comment:

- 1) Karen McDonald said there was a safety issue at her site.

Roll call vote: Ayes: President Andrés Quintero, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Noes: Member Linda Chavez. Vote: 4/1; Motion Carries

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

MOTION #31-01 by Member Ernesto Bejarano to approve Action Item 9.07 as presented. MOTION #31-01 was seconded by Clerk Corina Herrera-Loera.

Roll call vote: Ayes: President Andrés Quintero, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Noes: Member Linda Chavez. Vote: 4/1; Motion Carries

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

MOTION #32-01 by Clerk Corina Herrera-Loera to approve Action Item 9.08 as presented. MOTION #32-01 was seconded by Member Linda Chavez.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

9. Contracts Over \$100,000 (continued)

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

MOTION #33-01 by Member Linda Chavez to approve Action Item 9.09 as presented. MOTION #33-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

9.11 Approve the Crystal Creamery Contract Extension for the 2022-2023SY. This is the third and final year of a 3 year contract for RFP# 2021-CNS01 for Distribution of Commerical Food Products and Paper Supplies.

MOTION #34-01 by Member Linda Chavez to approve Action Item 9.11 as presented. MOTION #34-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

9.10 Approve the contract with Envisioneers ASES for 2022-203 SY. This contract will provide (in person and/or remotely) afterschool homework support, apprenticeship activities, and enrichment opportunities for 112 students at George, Ocala, and Sheppard M.S.

MOTION #35-01 by Vice-President Minh Pham to approve Action Item 9.10 as presented. MOTION #35-01 was seconded by Clerk Corina Herrera-Loera.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

9. Contracts Over \$100,000 (continued)

9.12 Approve the Gold Star Foods Inc. Contract Extension for the 2022-2023 SY. This is the third and final year of a 3 year contract for RFP#2021-CNS01 for the Distribution of Commerical Food Products and Paper Supplies.

MOTION #36-01 by Member Linda Chavez to approve Action Item 9.12 as presented. MOTION #36-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

9.13 Approve the Daylight Foods Produce Contract Extension for the 2022-2023 SY. This is the third and final year of a 3 year contract for RFP#2021-CNS02 for Fresh Produce and Services.

MOTION #37-01 by Member Linda Chavez to approve Action Item 9.13 as presented. MOTION #37-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

9.14 Approve the Contract Participation (year 5) with SLIC Commodity Cooperative for the 2022-2023 SY. This contract will provide all raw commodity food items received by USDA and distributed to several manufacturers for further processing and development of alternative meat products.

MOTION #38-01 by Member Linda Chavez to approve Action Item 9.14 as presented. MOTION #38-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

9.15 Approve the P&R Paper Supply Company Contract Extension for the 2022-2023 SY. This is the third and final year of a 3 year contract for RFP#2021-CNS01 for Distribution of Commerical Food Products and Paper Supplies.

9. Contracts Over \$100,000 (continued)

MOTION #39-01 by Member Linda Chavez to approve Action Item 9.15 as presented. MOTION #39-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

9.16 Approve the Reduction of contract #MY 225030 with City Year for 2022-23 SY. The contract amount of this contract is being reduced due to decreased staff capacity. ARUSD and City Year have agreed to amend contract #MY225030 and decrease services from eleven (11) schools to three (3) schools for the 2022-2023 SY.

MOTION #40-01 by Member Linda Chavez to approve Action Item 9.16 as presented. MOTION #40-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

10. Contract Extensions over \$100,000

10.01 Approve the Contract Extension with Maxim Healthcare Staffing for Behavior Techs to assist ARUSD students at various school sites.

MOTION #41-01 by Member Linda Chavez to approve Action Item 10.01 as presented. MOTION #41-01 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

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

MOTION #42-01 by Member Ernesto Bejarano to approve Action Item 10.02 as presented. MOTION #42-01 was seconded by Member Linda Chavez.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

11. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on Agenda Items 11.01, 11.02, 11.03, 11.04, 11.05, 11.06, 11.07, and 11.08.

- *Agenda Item 11.01 Approve Board Meeting Minutes for the following dates: May 26, 2022, Special Board Meeting, June 9, 2022, Regular Board Meeting and June 23, 2022, Regular Board Meeting.*
- *Agenda Item 11.02 Approve Acceptance of Donations.*
- *Agenda Item 11.03 Approve Acceptance of Vendor & Payroll Warrants.*
- *Agenda Item 11.04 Current Enrollment.*
- *Agenda Item 11.05 Approve Contracts for Professional Services – Firms/Organizations*
- *Agenda Item 11.06 Approve Memorandum(s) of Understanding.*
- *Agenda Item 11.07 Approve Resolution No. 01-22/23 Inventory Disposal.*
- *Agenda Item 11.08 Approve/Ratify Notices of Employment and Changes of Status/July 21, 2022.*

MOTION #43-01 by Member Minh Pham to approve Agenda Items 11.01, 11.02, 11.03, 11.04, 11.05, 11.06, 11.07, and 11.08 as presented. MOTION #43-01 was seconded by Member Linda Chavez.

**Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera.
Vote: 5/0; Motion Carries**

12. Closed Session

12.01 Recess to Closed Session

President Andrés Quintero announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

13. RECONVENE TO OPEN SESSION

13.01 Report of Action Taken in Closed Session.

President Andrés Quintero said there was a quorum.

Assistant Superintendent Torrico reported the following actions.

12.06 Board Approved Maria Thomas as the VAPA, PE & Sports Programs Coordinator.

14. Future Board Agenda Requests

14.01 Future Board Agenda Requests

President Andrés Quintero asked that Board members email any future Board Agenda requests to Superintendent Bauer.

15. ADJOURNMENT

15.01 President Adjourns the Meeting

President Andrés Quintero adjourned the meeting at 8:27 pm.

Respectfully submitted,

Corina Herrera-Loera, Board Clerk
mc

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION


To the Board of Trustees:

Date: July 27, 2022

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated August 11, 2022.

Recommendation: Staff recommends approval of these fundraising event requests.

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

To the Board of Trustees:

Meeting: August 11, 2022
 Regular Board Meeting

Recommend Approval

13.02

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

APPROVAL OF FUNDRAISING ACTIVITY

<u>SCHOOL</u>	<u>FUNDRAISING ACTIVITY</u>	<u>ACTIVITY SPONSOR</u>	<u>DATE</u>
Ocala STEAM Academy	Catalog Sales	ASB	09/01/22-09/22/22
Ocala STEAM Academy	P.E. Clothes Sales	ASB	08/10/22-06/01/23



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 1 (From Financial Plan)

School Name: Ocala

Date: 6/1/22

Description of Event: Type Catalog Sales Vendor Mo Mo Fundraising

Purpose for Event: To raise funds for P.E. Supplies and equipment and after school athletics

If selling food what are the items: nuts, chocolates Brand and package size: Variety of brands 5-10 oz packages

Explain how food is handled/stored prior to or day of event: orders come in individual bags and boxes

Event Sponsor (please check one) ASB: ☒

Booster Club (PTA, PTO, Other): ☐

Proposed Date(s) of Event: 9/1/22 - 9/22/22 Time of Event: Presentation 15 min PE Class

Contact Person: SHAWN LEWIS

Location of Proposed Activity: PE - Classes

Status of Event (please check one): ☐ New Event

☒ Held previously (years): 32 years

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed?

Yes ☐

No ☐

N/A ☒

Has Revenue Potential form been prepared? (For ASB Only - Form must be included)

Yes ☒

No ☐

Other Background information (Is proposed fundraising event on current ASB budget?)

Yes ☒

No ☐

ASB Advisor: [Signature]

Signature

6/03/22

Date

Student Council Approval Date: 6/03/22 (Middle Schools must attach minutes)

Student Council Representative: Sophia Ba

Signature

6/03/22

Date

Principal Approval: [Signature]

Signature

6/6/22

Date

Reviewed by Business Services: [Signature]

Date: 8/3/2022

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

CNS

Date: _____

Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

Director, MOT:

Date: _____

Operations Mgr.:

Date: _____

Approved _____ Denied _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 2 (From Financial Plan) 2022 JUN - 8 P 12:18
 School Name: Ocala Date: 6/1/22
 Description of Event: Type PE Clothes Seler Vendor Coast Designr
 Purpose for Event: To sell PE. clothes to students

If selling food what are the items: N/A Brand and package size: _____

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: ☒ Booster Club (PTA, PTO, Other): _____
 Proposed Date(s) of Event: 8/10/22 - 6/1/23 Time of Event: During PE. classes
 Contact Person: SHAWN LEWIS
 Location of Proposed Activity: P.E. Building
 Status of Event (please check one): ☐ New Event ☒ Held previously (years): every year

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☒
 Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☒ No ☐
 Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☒ No ☐

ASB Advisor: [Signature] 6/03/22
 Signature Date

Student Council Approval Date: 6/03/22 (Middle Schools must attach minutes)

Student Council Representative: Sophia Ba 6/03/22
 Signature Date

Principal Approval: [Signature] 6/6/22
 Signature Date

Reviewed by Business Services: [Signature] 8/3/2022
 Signature Date

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,
 CNS _____ Date: _____
 Approved _____ Denied _____
- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT
 Director, MOT: _____ Date: _____
 Operations Mgr.: _____ Date: _____
 Approved _____ Denied _____

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

13.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: July 27, 2022

Subject: **Acceptance of Grant/Award Notification**

Staff Analysis: The District has received a grants/awards as summarized on the attached sheet dated August 11, 2022.

Recommendation: Staff recommends acceptance of this grant/award.

Submitted by: Kolvira Chheng



Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: August 11, 2022
 Regular Board Meeting

Recommend Approval

13.03

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
August 11, 2022 Board Meeting**

GRANT/AWARD NOTIFICATIONS

<u>PROJECT NAME</u>	<u>PROJECT AMOUNT</u>	<u>FUNDING AGENCY</u>	<u>COMMENTS</u>
California Emerging Technology Fund (CETF)	\$ 262,500.00	City of San Jose through California Emerging Technology Fund (CETF)	This grant is to provide a desire to improve digital inclusion in the City to connect at least 50,000 city households with high-speed internet connectivity and digital literacy proficiency over the next 10 years by providing grants from the City's Digital Inclusion Fund to community-based organizations and public agencies; Districtwide from July 1, 2022 thru July 30, 2023.



CALIFORNIA EMERGING TECHNOLOGY FUND
Grant Agreement
for
SAN JOSÉ DIGITAL INCLUSION PARTNERSHIP

This California Emerging Technology Fund ("CETF") Grant Agreement ("Agreement") is made and entered between CETF, a statewide 501(c)(3) organization, and the Alum Rock Union School District ("Grantee"), a 501(c)(3) local organization.

THE PARTIES HEREBY AGREE AS FOLLOWS:

WHEREAS, the City of San José ("City") and CETF desire to improve digital inclusion in the City in furtherance of the City's goal to connect at least 50,000 City households with high-speed Internet connectivity and digital literacy proficiency over the next 10 years by providing grants from the City's Digital Inclusion Fund to community-based organizations (CBOs) and public agencies; and

WHEREAS, CETF is the City's fiscal agent for the distribution of Grant money from the Digital Inclusion Fund and the administration of the Grant Agreements; and

WHEREAS, CETF is awarding this Round 3 Grant with funds provided from the City's Digital Inclusion Fund as approved by the City Council on April 19, 2022; and

WHEREAS, Grantee is committed to outreach to and include in the activities supported by this Grant all residents in the City of San José who request services.

WHEREAS, Grantee has the necessary professional expertise and skill to perform the services required under this Agreement;

NOW, THEREFORE, the purpose of this Agreement is to retain Grantee to perform those services set forth herein and specified in Attachment A of this Agreement.

I. Entire Agreement and Incorporation by Reference

- A. This Agreement, including the recitals and any Attachments, are incorporated herein and embody the entire Agreement between CETF and Grantee, as may be amended in writing signed by CETF and Grantee. No other written or oral agreement, except as described herein, with any officer, agent or employee of CETF and Grantee shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such written or oral agreement shall be considered as unofficial information and in no way binding upon CETF or Grantee. The Attachments listed below are included as part of the Agreement:

- Attachment A entitled "Work Plan"
- Attachment B entitled "Budget"
- Attachment C entitled "Payment and Reporting Schedule"
- Attachment D entitled "Long-Term Outcomes, Indicators and Metrics"
- Attachment E entitled "Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act and California Public Resources Code Sections 5164 and 5163"
- Attachment F entitled "Insurance Requirements"

II. General Provisions

- A. The City of San José is a third-party beneficiary to this Agreement.
- B. This Grant Award SJDIP 22-01 will be distributed by CETF to the Alum Rock Union School District ("Grantee") for Innovative Learning Through Reliable Access Via 1:1 Devices with LTE, in the amount of \$262,500 ("Grant Award") as set forth in Attachment A and Attachment B.
- C. The term of this Agreement is for the period July 1, 2022 through June 30, 2023 ("End Date") unless extended or sooner terminated pursuant to the terms herein. Grantee must achieve the number of Adoptions required in Paragraph B of Section VII Grant Services and comply with all other terms herein. Payments are dependent upon performance and Grantee may be paid the full amount of the Grant earlier than the End Date, if appropriate based on performance. This Agreement shall automatically terminate, effective July 1, 2022, if Grantee has not met all obligations of the immediately preceding grant Round ("Preceding Grant Agreement") by the End Date of the Preceding Grant Agreement term, if applicable, including completion of the required number of Adoptions.
 - a. CETF, in consultation with the City, may choose to offer one or more no-cost options to extend the term of this Agreement.
- D. Grantee shall maintain its designation as a legal governmental entity or an organization currently recognized by the Internal Revenue Service ("IRS") as a public charity under sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code ("Code"). Grantee shall inform CETF immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of, its tax status described above.
- E. Grantee may use this Grant Award only for the purpose identified and described herein and may not be expended for any other purposes. Grantee accepts responsibility for complying with all terms and conditions in this Agreement and will exercise full control over the implementation and the expenditure of Grant Award.
- F. Grantee may use this Grant Award only for the activities described in this Agreement and its Attachments. All services and work required in Attachment A ("Grant Services") must be provided only to San Jose residents. Grantee may not use any Grant Awards to provide services to non-San Jose residents, or to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to conduct voter registration activities.

- G. If the term of this Agreement is more than one fiscal year, the funding in any fiscal year shall be contingent upon past and pending performance as well as appropriations by the City Council of the City of San José, in its sole discretion. If the funding required to pay for Grant Services for the next fiscal year has not been appropriated by June 30 of any year, this Agreement shall automatically terminate, effective June 30.
- H. Default and Termination
- a. CETF may, through its authorized representative, terminate this Agreement without cause by giving Grantee thirty (30) calendar days' written notice.
 - b. Each of Grantee's obligations under this Agreement shall be deemed material. If Grantee fails to perform any of its obligations under this Agreement, CETF may terminate this Agreement for cause by giving ten (10) days advance notice ("Notice Period") to Grantee, specifying Grantee's breach and providing Grantee with the opportunity to cure the specified breach within the Notice Period. In those instances where the specified breach cannot reasonably be cured within the Notice Period, CETF and Grantee may agree in writing to a specified cure period that allows the opportunity to commence to cure the specified breach. In the event Grantee fails to cure or to commence to cure the specified breach within the Notice Period, this Agreement shall be terminated. Without limiting the generality of the foregoing, the occurrence of any one of the following events shall constitute a default of this Agreement for which CETF may exercise its right of termination:
 - i. Grantee's breach of any of the representations or warranties contained in this Agreement.
 - ii. The occurrence of any of the events set forth in Section II.I.d. for which CETF may suspend or terminate payment of the Grant Award.
 - c. In the event of termination, Grantee shall have the following obligations:
 - i. No later than thirty (30) days following the date of termination, Grantee shall refund to CETF any unused portion of the Grant Award, except that Grantee shall have no obligation to refund to CETF any portion of the Grant Award that was distributed in accordance with the terms of the Agreement. Grantee shall also provide CETF with a written report detailing the expenditures, if any, from the Grant Award. Nothing in this Agreement shall be deemed to be a waiver of CETF's right to recover from Grantee any portion of the Grant Award that has not been spent in accordance with this Agreement. Upon receipt, Grantee will be paid for services performed in compliance with the terms of this Agreement to date of termination, unless other payment terms are explicitly provided in Attachment C.
 - ii. Upon termination, Grantee shall immediately deliver to CETF any and all copies of materials developed for this Grant including, but not limited to, all data collection forms, reports, studies and other work performed, whether or not completed by Grantee or Grantee's subgrantee, if any, under this Agreement.
 - d. Nothing in this Agreement shall be construed so as to deprive CETF of its rights and remedies at law or in equity against Grantee.
 - e. The CETF President and CEO is authorized to terminate this Agreement on behalf of CETF.
 - f. CETF may, at its sole option, pursue a course correction process with Grantee to address issues with Grantee's performance under this Agreement. However, CETF is under no obligation to pursue a course correction prior to exercising its rights to suspend payment to Grantee or to terminate this Agreement.

I. Payments

- a. CETF agrees to pay Grantee an amount not to exceed the Grant Award as set forth in Attachment C, and which payment is subject to the terms and conditions set forth in this Agreement. Any costs incurred by Grantee above the Grant Award shall be at Grantee's sole cost and expense.
- b. Provided that performance is satisfactory and accepted by CETF and Grantee is not in default under any provision of this Agreement, payment will be made according to the schedule in Attachment C. Initial payment will be based on full execution of the Agreement.
- c. CETF will not pay for unauthorized services rendered by Grantee or for claimed services which Grantee has not provided as required by this Agreement.
- d. CETF may, without prior notice to Grantee, at any time in his or her absolute discretion, elect to suspend or terminate payment to Grantee, in whole or in part, terminate work or expenditures by Grantee, under this Agreement, or not to make any particular payment under this Agreement or take any other action available in the event of any of the following occurrences:
 - i. If Grantee, with or without knowledge, shall have made any material misrepresentation of any nature with respect to any information or statements furnished to CETF in connection with this Agreement.
 - ii. If there is pending litigation with respect to the performance by Grantee of any of its duties or obligations under this Agreement which may materially jeopardize or adversely affect the undertaking of or the carrying out of the Grant Services.
 - iii. If Grantee, without having obtained CETF approval, has taken any action pertaining to the Grant Services which requires CETF approval.
 - iv. If Grantee makes improper use of the Grant Award.
 - v. If Grantee fails to comply with any of the terms and conditions of this Agreement including without limitation, Grantee's failure to carry out the Grant Services or other obligations as described in any Attachment to this Agreement.
 - vi. If Grantee submits to CETF any report which is incorrect or incomplete in any material respect, or is untimely.

J. Waiver

- a. In no event shall any payment by CETF or any acceptance of payment by Grantee hereunder constitute or be construed to be a waiver by CETF or Grantee of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of CETF or Grantee, and the making of any 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 CETF or Grantee with respect to such breach or default.
- b. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

III. Relationship of the Parties and Third-Party Beneficiary

- A. The City of San José is a third-party beneficiary to this Agreement.
- B. Under no circumstances shall this Agreement be construed as one of partnership, joint venture, or employment between Grantee, CETF, and City. 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 or the City in any way.
- C. The parties agree that Grantee and Grantee's employees shall be at all times independent contractors and not agents or employees of CETF or of the City, and that Grantee and Grantee's employees shall not be entitled to any salary, fringe benefits, pension, Workers' Compensation, sick leave, insurance or any other benefit or right connected with employment by CETF or the City, or any compensation other than as prescribed herein, and Grantee and Grantee's employees expressly waive any claim it/they may have to any such rights.

IV. Program Coordination

- A. Grantee shall identify a single project director who shall have overall responsibility for the progress and execution of this Agreement ("Grantee Project Director"). Additionally, Grantee shall immediately notify CETF in writing should circumstances or conditions subsequent to the execution of this Agreement require a substitute Grantee Project Director. Grantee's Project Director and Grantee's staff will fully cooperate with CETF-authorized representative relating to the work or services provided hereunder.
- B. Any communication or notice which either party is required to send to the other party shall be in writing and shall be by electronic mail and, if opted by the notifying party, also be personally delivered or mailed in the United States mail, postage prepaid, or by facsimile to the respective parties addressed as referenced below.
- C. Either party may change its address by sending written notice of the new address to the other party pursuant to this Section.

Grantee	California Emerging Technology Fund
Jacqueline Montejano	Charlene Tatis
Educational Technology Lead	Digital Inclusion Program Director
2930 Gay Avenue San Jose, California 95127	333 West San Carlos Street San Jose, California 95110
(408) 928-6528	(408) 483-8381
jackie.montejano@arUSD.org	sjdigitalinclusion@gmail.com

V. Compliance with Laws and Nondiscrimination

- A. Grantee shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments and with applicable CETF policies.
- B. Grantee shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnicity or national origin in connection with or related to the performance of this Agreement.

VI. Insurance

Grantee agrees to have the policies set forth in the attached Attachment F, entitled "INSURANCE REQUIREMENTS" not later than the date of execution of this Agreement and to maintain such policies throughout the term of this Agreement. All policies, endorsements, certificates and/or binders shall be subject to approval by CETF's authorized representative and the City's Risk Manager as to form and content. These requirements may not be amended or waived unless approved in writing by CETF and the City's Risk Manager. Grantee agrees to provide CETF with a copy of said policies, certificates and/or endorsements prior to execution of this Agreement.

VII. Grant Services

- A. Grantee shall perform those services as specified in detail on Attachment A and shall comply with the terms and conditions of this Agreement.
- B. Grantee shall be responsible for achieving 750 Adoptions during the period of this Grant Agreement and no later than June 30, 2023, unless extended pursuant to Section II.C.a. CETF shall pay Grantee \$350 per Adoption with funds provided by the City consistent with the terms and conditions herein. If in its Preceding Grant Agreement Grantee completed more Adoptions than the required number of Adoptions ("Excess Adoptions") by the End Date of the Preceding Grant Agreement term, Grantee may request in writing to CETF that the Excess Adoptions be counted toward the achievement of the required number of Adoptions under this Grant Agreement and funded by this Grant Award. Grantee must submit to CETF evidence of the Excess Adoptions for CETF to release payment pursuant to this Grant Agreement. Payment pursuant to this Grant Agreement will not exceed the Grant Award, inclusive of any payment for Excess Adoptions.
 - a. An Adoption occurs when a household that Grantee verifies as unconnected, under-connected or unsustainably connected to the Internet, becomes stably connected to broadband at home and proficient in digital literacy skills. These terms shall have the following definitions:

- i. “Verifies” means Grantee assesses a household’s connectivity and determines a status of unconnected, under-connected, unsustainably connected, or stably connected, as measured by confirmation of no home subscription or a speed test, and connectivity level deemed sufficient to meet the household’s needs based on the household’s assessment of their needs, as measured by the FCC’s Broadband Service for the Home: A Consumer’s Guide¹ and Broadband Speed Guide.²
 - ii. “Unconnected” means a household that does not have a wired or wireless home broadband subscription.
 - iii. “Under-connected” means a household that has a wired or wireless home broadband subscription that is insufficient to meet the household’s needs. An insufficient subscription is one that does not provide delivered speeds of at least 25 Mbps download and 3 Mbps upload, as measured by a speed test. Additionally, an insufficient wireless subscription is one that relies on a smartphone to access the Internet on the smartphone or use of tethering on a smartphone or tablet to connect the household’s devices to the Internet.
 - iv. “Unsustainably connected” means a household that has a wired or wireless home broadband subscription that is unaffordable or a temporary service. An unaffordable subscription is one with a cost that exceeds the Federal Communications Commission affordability threshold of 2% of disposable household income. A temporary service is one in which the household is not the account holder, rather the subscription is managed by a third-party and is provided on a short-term basis, including but not limited to wireless hotspots provided to a household through a school or library which must be returned.
 - v. “Stably connected” means a household that has a wired or wireless home broadband subscription that is sufficient to meet the household’s needs, a member of the household is the account holder or verifies the household subscription is provided under a bulk agreement, and the cost of the subscription is within the affordability threshold for the household.
 - vi. “Proficient in digital literacy skills” means a household or individual achieves the appropriate digital skills proficiency level at the UNESCO Level Three standard (basic, intermediate, or advanced)³ and measurably increases the household’s or individual’s quality of life outcomes (able to successfully access education, workforce, healthcare, and/or necessary services). The household or individual also understands how to access and use digital literacy resources to sustain the digital skills learned and to develop new skills in the future to understand, keep up with, and use new technology.
- b. An Adoption must assist members of unconnected, under-connected or unsustainably connected households to:
 - i. Understand the benefits of being connected to the Internet at home;
 - ii. Become aware of available affordable home broadband Internet service options, especially the Affordable Connectivity Program (ACP);
 - iii. Acquire an adequate computing device for connecting to the Internet;

¹ <https://www.fcc.gov/research-reports/guides/broadband-service-home-consumers-guide>

² <https://www.fcc.gov/consumers/guides/broadband-speed-guide>

³ https://www.cetfund.org/wp-content/uploads/2019/09/Digital_Literacy_Pathways.pdf

- iv. Learn the foundational skills of digital literacy (3 Elements: Access, Manage, Integrate) and, if an education and/or workforce program, digital literacy must also include a further 3 Elements: Evaluation, Create, Communicate.
- v. Select and subscribe to an Internet service option that suits their needs.
- c. Grantee shall establish in a format prescribed by CETF an Adoptions Master Roster ("Roster") with discrete household identifiers assigned by CETF and with household information required to verify an Adoption. The Roster shall be made available to CETF to review and verify Adoptions. Grantee shall submit quarterly sufficient information from the Roster in a format prescribed by CETF to provide evidence to confirm unduplicated households among all Grantees and to document reliable progress toward achieving the required number of Adoptions. Grantee shall retain the Roster in its possession for a period of ten (10) years or may elect to transfer it to CETF for retention.
- i. Grantee shall maintain and protect the Roster as confidential and shall not disclose it without each individual's written permission, except to CETF for purposes of verifying compliance with this Grant Agreement.
- d. Grantee shall document each Adoption by reviewing either a "new customer notice" or "first bill" from a recognized Internet Service Provider (ISP) to the household that previously was unconnected, under-connected or unsustainably connected and attesting to verification by recording it on the Adoptions Master Roster. CETF may request that Grantee retain other forms of documentation as it deems necessary in its sole discretion.
- e. Grantee shall document its achievement of each of the Indicators and Metrics set forth in Attachment D as it accomplishes Adoptions. Documentation must be in a format prescribed or approved by CETF. Among the information to be collected and maintained shall be a verifiable record of the number of residents reached and engaged with and completed surveys of home digital access and connectivity.

VIII. Amendments

Unless otherwise authorized by this Agreement, amendments to the terms and conditions of this Agreement and any such amendment to this Agreement shall be effective only upon the mutual agreement in writing of the authorized representatives of the parties.

IX. Work Plan and Budget

- A. Grantee shall implement this Grant and provide Grant Services to San José residents according to Attachments A and B and shall be paid according to Attachment C. Grantee must confirm that all individuals or households receiving Grant Services are San José residents. In the event that the CETF, in consultation with City, chooses to offer a no-cost option to extend the term of this Agreement, pursuant to Paragraph D of Section II General Provisions, Grantee shall submit a revised Work Plan (Attachment A) to CETF for approval to accept the extension option. Grantee also shall submit a revised Budget (Attachment B) if relevant when revising Attachment A Work Plan. CETF shall revise Attachment C if relevant following CETF approval of the revised Work Plan submitted to CETF to accept the extension option.

- B. CETF shall provide to Grantee templates and base documents for implementing this Grant Agreement. Grantee must use the templates and base documents provided unless otherwise directed by CETF's authorized representative and must provide all information required in the templates and base documents. The templates and base documents shall include the following:
 - a. Form for documenting outreach and information distribution to target populations.
 - b. Samples of communications and information for distribution to target populations.
 - c. Form for recording contacts by interested residents.
 - d. Survey for determining initial digital access by interested residents (households).
 - e. Pre-and-Post Self-Assessments for determining digital literacy proficiency.
 - f. Base curriculum and related resources for digital literacy workshops.
 - g. Format for Adoptions Master Roster.
 - h. Format and process for submitting required performance data.
 - i. Outline and format for Quarterly Progress Reports.
 - j. Outline and format for Final Report.
- C. Grantee may add content to the base curriculum for digital literacy workshops as deemed relevant and appropriate for the target populations served by Grantee, provided the additional content is consistent with the terms and conditions of this Agreement. Grantee must seek pre-approval from CETF to change or substitute any content in the base curriculum with different content.

X. Restrictions on Use of Funds and Applicable Laws

- A. This Grant Award may only be used for the tasks enumerated in Attachment A. Further, the Grant Award, as well as any interest earned thereon, may not be expended for any other purpose without prior written approval from CETF. This Agreement shall be governed by the laws of the State of California without regard to principles of conflict of laws. 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.
- B. Religious and/or Political Activities
 - a. Grantee shall not expend any portion of the Grant Award under this Agreement to inhibit or promote religion and the Grant Services funded by the Grant Award must not be used to convey a religious message. Any portion of the Grant Award used in contradiction to the provisions of this Section shall be deemed a disallowed cost.
 - b. Grantee shall not expend any portion of the Grant Award for political advocacy efforts, whether for or against a political candidate, ballot measure or bill. Grantee may not use any Grant Awards to lobby or otherwise attempt to influence legislation, in influence the outcome of any public election, or to conduct voter registration activities.
- C. Grantee may not use any of the funds from the Grant Award, or interest accrued on those funds, to: (a) carry on propaganda, or otherwise attempt to, influence legislation (within

the meaning of Section 4945(d)(1) of the Internal Revenue Code), subject to the exceptions in Treasury Regulations Section 53.4945-2(a)(6); (b) influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Internal Revenue Code; (c) make any grant which does not comply with Section 4945(d)(3) or (4) of the Internal Revenue Code; or (d) undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Internal Revenue Code.

XI. Additional Grant Conditions

A. Distribution of Funds, Optional Cash Match, Return of Funds

- a. Upon signing this Grant Agreement and, if applicable, completion of all Preceding Grant Agreement Adoptions, CETF shall make an initial payment to the Grantee per Attachment C from funds provided to CETF by the City. Thereafter, CETF shall make quarterly Grant payments consistent with the total number of documented Adoptions achieved to date at \$350 per Adoption, minus payments to date. CETF shall make all Grant payments only upon receipt of sufficient funds from the City of San José.
- b. Beginning with the second Quarterly Progress Report, Grantee shall report to CETF any failure to achieve the required number of new Adoptions with an explanation and proposed amendments to the Work Plan (Attachment A) to achieve the required number of new Adoptions per this Agreement.
- c. Interest earned on the Grant Award may only be used in furtherance of this Agreement and shall be documented on the Final Report.
- d. Grantee may report any cash funds expended in addition to the Grant Award as cash match. This is optional and intended to provide CETF and the City with a complete accounting of resources committed to implementing the Work Plan in Attachment A.
- e. CETF shall make the last quarter payment upon receipt of documentation that all required Adoptions have been achieved, but shall reserve up to 5% of the Grant Award until the Final Report with all required data has been received by CETF and CETF has confirmed completion of all tasks required in the Work Plan.

B. Reporting, Record Keeping, Audits, and Site Visits

- a. Financial Reports: Grantee shall submit reports of all financial transactions related to Grantee's performance under this Agreement ("Financial Reports"). The format of the Financial Reports shall be as directed by CETF's authorized representative. A Final Report shall be delivered to CETF prior to expiration of this Agreement. The Financial Reports must be prepared in accordance with generally accepted accounting principles. Grantee shall document all costs by maintaining complete and accurate records of all financial transactions, including without limitation, contracts, invoices, time cards, cash receipts, vouchers, canceled checks, bank statements and/or official documentation evidencing in proper detail the nature and propriety of all charges.
- b. Quarterly Progress Reports: Grantee shall submit electronically a Quarterly Progress Report per the payment and reporting schedule in Attachment C in a format prescribed by CETF with the requisite performance information required by CETF. Quarterly Grant payments shall be made only when CETF has received the Grantee Quarterly Progress Report and confirmed that all required tasks in the Work Plan have been completed.

- c. Indicators and Metrics: Grantee shall collect information and maintain data records of Indicators and Metrics as described in Section VII. Records shall be maintained in formats prescribed by CETF.
- d. Accounting and Financial Records: Grantee shall establish and maintain at all times on a current basis in connection with the provisions of this Agreement, financial records and documentation to account clearly for all revenues, costs, and expenditures with respect to Grantee's performance under this Agreement.

This includes, without limitation, accounting of receipt of Grant Awards and optional match funds and proper expenditures. The Grantee shall retain and maintain adequate records to substantiate such expenditures according to generally accepted accounting practices. The Grantee shall retain original substantiating documents related to all revenues, costs, and expenditures related to Grantee's performance under this Agreement, especially a written rationale for allocated costs. Grantee further agrees that Grantee shall preserve all records related to the performance of this Agreement and that CETF's right to examine or audit the Grantee's records, facilities or activities shall continue for four (4) years after the expiration or termination of this Agreement unless a longer period for CETF's audit or Grantee's record retention is specified in writing.
- e. Right of Examination and Audit and Preservation of Records. Grantee shall provide to CETF copies of requested financial records and make available all financial records for on-site audits within two (2) business days of written notice by CETF. Grantee agrees that the CETF's Auditor, Attorney or Director, or any of their duly authorized representatives, shall have access to and the right to examine all facilities and activities of Grantee related to Grantee's performance of this Agreement, including the right to audit, conduct further financial review, conduct interviews, examine and make excerpts or transcripts of all contracts, subcontracts, invoices, payroll records, personnel records, and all other data or financial records relating to matters covered by this Agreement at any time during the term of this Agreement. Grantee shall cooperate with CETF in such audit, examination, further review and shall provide CETF with access to Grantee's staff and to all relevant records, documents, and data, including but not limited to, management letters, board minutes, and payroll.
- f. Submission of Financial Audits: Grantee shall submit to CETF the most recent independent financial audit before the second Grant payment is released. If an independent audit has not been conducted of the Grantee within the last two (2) years, Grantee shall make arrangements for an independent audit on a timetable and in a form acceptable to CETF.
- g. Final Report: Grantee shall submit electronically and in hard copy in a format prescribed by CETF a Final Report within 30 days of achieving the required number of Adoptions and completing the Grant Services.

C. Grant Announcement and Communications Materials

- a. Grantee agrees to acknowledge the Digital Inclusion Grant from the City and support from CETF in all appropriate materials and events pursuant to standardized language provided by CETF. Grantee may announce receipt of this Grant Award if the standardized language provided by CETF is incorporated.
- b. Grantee shall allow CETF and the City to review and approve the text of any media, including social media, concerning this Grant Award or Agreement prior to its release.

- c. Grantee shall allow CETF and the City to review and approve the proposed content of other media and communications related to this Grant Award or Agreement and/or the Digital Inclusion Partnership, including video, film, video, book, or other such product.
- d. CETF reserves the right to request a screening or preview of the product during the final production stages before deciding whether or not and how the City and CETF shall be acknowledged.

D. General Service Requirements

- a. Grantee agrees to attend and participate in regularly-scheduled meetings (Learning Communities and Communities of Practice) with other Grantees.
- b. Grantee will coordinate with City programs as directed and described by CETF to engage with historically-marginalized and disadvantaged communities to engage residents in Grantees Adoption program. This may include but is not limited to attending City events to recruit eligible households into Grantee's Adoption program and enrolling households during the event and/or following up with interested households to accomplish a complete Adoption.
- c. Grantee will adopt the Digital Literacy Program Quality Standards and Framework ⁴ to benchmark its digital literacy programs upon commencement of this Agreement and will continuously assess and identify opportunities to improve the quality of its digital literacy programs using the Digital Literacy Quality Standards Assessment Tool.
- d. Grantee will become familiar with the Affordable Connectivity Program (ACP) and requirements. Grantee shall promote the ACP within Grantee's Adoption programs as well as assist participants with signing up for a home broadband subscription through the ACP, when applicable. When ACP is not applicable because the household does not qualify, Grantee will assist with signing up for an alternate affordable home broadband subscription plan. Grantee agrees to develop and adopt an Accessibility Plan to ensure outreach to and ability to assist people with disabilities or other access and functional needs. CETF shall provide a sample Accessibility Plan that may be adopted and relied upon as appropriate and sufficient.
- e. Grantee agrees to comply with CETF and City policies related to: ethical conduct; conflicts of interest; privacy; separation of duties; procurement and timely payment of vendors and contractors; drug-free work place; and whistleblowing. In the event of any conflict between those policies and this Agreement, this Agreement shall take precedence.
- f. In the event that Grantee conducts the Grant Services on school campuses, Grantee shall have obtained permission from an authorized school district representative prior to commencement of services. No later than thirty (30) days after commencement of services, Grantee shall have in place a written, operational agreement with the school district which sets forth the district's permission to Grantee to offer the Grant Services on one or more of the school district's campuses. The term of the operational agreement with the school district shall be for the duration of Grantee's services on the school district's campuses. Grantee shall notify CETF in the event that a school district terminates, amends or suspends the operational agreement with Grantee. Grantee's failure to have and to maintain an operational agreement with each school district in which Grantee conducts its Grant Services shall, in addition to all other remedies available to CETF, constitute grounds for CETF to withhold payment of the Grant Award.

⁴ <https://www.sjpl.org/sites/default/files/2021-03/digital-literacy-quality-standards-2020.pdf>

XII. Disposition of Equipment, Computing Devices, and Materials Acquired with Grant Award

All equipment Grantee acquires with the Grant Award, including electronic devices and materials that will be retained in the possession and ownership of Grantee following termination of this Agreement shall continue to be used in accordance with this Agreement. Grantee shall submit a written plan to CETF for approval of the ongoing use of all such equipment. The Grantee's obligations under this provision shall survive the expiration or termination of this Agreement.

XIII. Indemnification

- A. Grantee agrees to defend, indemnify and hold harmless CETF and the City from and against any and all claims, demands, causes of action, or liabilities incurred by CETF or City arising from, in whole or in part, directly or indirectly, Grantee's acts or omissions under this Agreement, except as may arise from the gross negligence or willful misconduct of CETF or City.
- B. In any action or claim against CETF or City in which Grantee is defending CETF or City, CETF or City shall have the right to approve legal counsel providing its defense and such approval shall not be unreasonably withheld. Grantee further agrees to release CETF and City from any and all claims for any damages, including property damage, injury or death occurring or arising out of use of CETF's or City's property, except as may be caused by CETF's or City's gross negligence or willful misconduct.
- C. The Grantee's obligations under this indemnification provision shall survive the expiration or termination of this Agreement.

XIV. Severability of Provisions

If any part of this Agreement is for any reason found to be unenforceable by a court of competent jurisdiction, all other parts nevertheless remain enforceable. CETF and Grantee agree that to the extent that the exclusion of any unenforceable provisions from this Agreement effect 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. In the event of termination, the provisions of Section II.H as related to repayment of the Grant Award shall apply.

XV. Assignability

The parties agree that the expertise and experience of Grantee are material considerations for this Agreement. Unless specifically authorized by this Agreement, Grantee may not assign the performance of any obligation or interest under this Agreement, including subcontracting, without the prior written consent of CETF. Any attempt by Grantee to assign this Agreement, in violation of this Section, will be voidable at CETF's sole option.

XVI. Conflict of Interest

Grantee shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified in California Government Code Section 87000, et seq.), with the conflict of interest provisions of Government Code Section 1090 et seq. and with the City's Code of Ethics, set forth in City Council Policy 0-15. Grantee shall promptly advise CETF of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

XVII. Employees and Volunteers

- A. Any and all personnel employed or volunteers retained by Grantee in conducting the operations of Grantee's program shall be qualified to perform the duties assigned to them by Grantee.
- B. Grantee shall not hire employees or volunteers who will have supervisory or disciplinary authority over minors who have been convicted of any offense identified in California Public Resources Code Section 5164. Grantee shall fully indemnify, defend, and hold harmless CETF for any such hiring. Grantee shall notify CETF in writing of any violation of this provision as soon as is reasonably practicable.
- C. Grantee shall also not employ any person who is permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless Grantee has complied with the TB testing requirements set forth in Section 5163 of the California Public Resources Code.
- D. Regardless of whether services have been provided prior to full execution of this Agreement, Grantee certifies to CETF that all services were provided in full compliance with the terms and provisions of this Agreement.
- E. To give effect to California Public Resources Code Sections 5163 and 5164, Grantee shall follow the procedures contained in Attachment E attached hereto. In the event Grantee chooses a different national criminal database for complying with the FBI requirement for background checks, then such alternative database shall be subject to CETF's prior written approval.

XVIII. Subcontracts

- A. No subcontract will alter in any way any legal responsibility of Grantee to provide services under this Agreement.
- B. Grantee will monitor the subcontractor to ensure compliance with the terms and conditions of this Agreement and provide records of their compliance as requested.

- C. Grantee assures that the subcontractor(s) maintain(s) current licensure and indemnity insurance appropriate for obligations undertaken by subcontractor(s) and provides copies of such to CETF.
- D. Grantee will provide CETF with records of reimbursement to subcontractor(s) for obligations incurred under subcontract.
- E. CETF has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms of this Agreement.

XIX. Grantee Financial Records

- A. Any Grantee that receives \$320,000 or more in funds from the City in the aggregate during any fiscal year that is either (i) grant funding other than construction funding and/or (ii) operating subsidy funding for operation of City facilities, must prepare an annual audited financial statement. All audits are due to CETF within six (6) months from the end of the Grantee's fiscal year (which period may be extended by CETF and the City based upon a showing of hardship or other good cause).
- B. Audits must be performed by a certified public accountant currently licensed to practice in the State of California, must conform to generally accepted auditing standards and otherwise be in a form acceptable to CETF.
- C. Non-profits shall be required to comply with this requirement at the time that the non-profit has entered into one or more grant agreements or subsidy agreements with the City, which provide for the payment of an aggregate amount that equals or exceeds \$320,000 in grant and/or subsidy funds in any one fiscal year. Non-profits covered by this requirement must exert due diligence in determining when they have reached the aggregate funding threshold of \$320,000. The provisions of the financial posting requirements shall be interpreted broadly to effectuate the purpose of making available to the public information on recipients of substantial City funds. These provisions shall apply not only to grant agreements or operating agreements but shall also apply, without limitation, if any amendment to such agreements brings the total annual funding to equal or exceed \$320,000, and also to any other agreements with the City that are equivalent in purpose to a grant agreement or an operating subsidy agreement, regardless of the title of the agreement.
- D. This posting requirement shall remain in effect until an entire fiscal year passes in which the non-profit does not have contracts with the City or the City's fiscal agent which provide for grants and/or subsidies from the City in an aggregate amount equaling or exceeding \$320,000. Without limitation of any other remedy, Grantee's failure to comply with this requirement may be taken into consideration when evaluating Grantee's request for future grant funds or subsidies.

XX. Environmentally Preferable Procurement Policy

- A. Grantee agrees that, in the performance of this Agreement, Grantee shall perform its obligations under the agreement in conformance with City Council Policy 4-6, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the policy can be found on the City's website at the following link: <https://www.sanjoseca.gov/home/showdocument?id=1268>
- B. Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:
 - a. Use of recycled and/or recyclable products in daily operations. (i.e. 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner).
 - b. Use of Energy Star Compliant equipment.
 - c. Vehicles and vehicle operations (i.e. alternative fuel, hybrid, electric).
 - d. Internal waste reduction and reuse protocol(s).
 - e. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products.

XXI. Gifts

- A. Grantee is familiar with City's prohibition against the acceptance of any gift by a City Officer or designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code.
- B. Grantee agrees not to offer any City officer or designated employee any gift prohibited by said Chapter.
- C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this Agreement by Grantee. In addition to any other remedies CETF may have in law or equity, CETF may terminate this Agreement for such breach as provided in Section II.H of this Agreement.

XXII. Intellectual Property

All intellectual property produced as a result of this Agreement shall be co-owned by Grantee, CETF, and the City of San José and shall be available for public benefit. Grantee shall be granted a non-exclusive, irrevocable, perpetual and royalty-free license to copy, distribute, develop derivatives and otherwise use the intellectual property produced for this Agreement.

XXIII. Insurance and Bonding

Grantee is required to establish an adequate reserve documented in a manner specified by CETF and/or provide proof of insurance sufficient to cover the value of computing devices to be received by the Grantee. Grantee agrees to be covered by the policies set forth in Attachment F, entitled "Insurance Requirements," no later than the date of execution of this

Agreement and to maintain such policies throughout the term of this Agreement. All policies, endorsements, certificates and/or binders shall be subject to approval by CETF and the City as to form and content. These requirements may not be amended or waived unless approved in writing by CETF and the City. Grantee agrees to provide CETF with a copy of said policies, certificates and/or endorsements prior to execution of this Agreement.

XXIV. Corporate Authority and Authorized Representatives

Grantee represents and warrants that it has the authority to enter into this Agreement. Grantee further represents and warrants that its signatory to this Agreement is authorized to execute this Agreement on Grantee's behalf.

Accepted on behalf of Alum Rock Union School District by:

Employer Identification Number: _____

Printed Name

Signature

Title

Date

Agreed to and Acknowledged on behalf of the California Emerging Technology Fund by:



06/03/2022

Sunne Wright McPeak
President and CEO

Date

Attachments

Attachment A: Work Plan

Attachment B: Budget

Attachment C: Payment and Reporting Schedule

Attachment D: Long-Term Outcomes, Indicators and Metrics

Attachment E: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act and California Public Resources Code Sections 5164 and 5163

Attachment F: Insurance Requirements

Applicant Organization Full Legal Name: Alum Rock Union School District		
IRS 501(c)(3) Number: 77-0016360		
Project Title: Alum Rock Innovative Learning through Reliable Access via 1:1 devices with LTE.		
Number of Adoptions @\$350: 750		
Total Requested Budget: \$262,500		
Project Goals and Objectives		Number of Outcomes
Project Goal #1: Reach Low-Income, Unconnected, Underconnected or Unsustainably Connected Households in San Jose		
Objective 1: Distribute and support take home devices to two target groups:		1050
A: All Transitional Kindergarten (TK) and Kindergarten (K) students in 18 Alum Rock Schools with 1: 1 devices for approx 1050 students.		2300
Objective 2: Support and provide innovative learning experiences at home for students via teacher professional development and parent training to support device at		1,450
Project Goal #2: Assist Qualified Households Connect to Affordable Home Internet		
Objective 1: Conduct wi-fi needs assessment and identify families for distribution of hot spots in order to make all learning accessible from home. Anticipating approx.		837
Objective 2: Utilize Intake surveys and Pre-Self Assessments to inform community trainings plan (Number of targeted attendees, curricular sessions, etc. Anticipating		837
Objective 3:		837
Project Goal #3: Provide Information about Affordable or Free Devices		
Objective 1: Provide information about affordable internet for all hotspot recipients. Promote ACP in trainings as well as through outreach for other hot spot recipients. Provide support for ACP sign-ups at district events and at school sites.		837+
Project Goal #4: Provide Digital Literacy Training		
Objective 1: Hold family trainings to support family use of devices and knowledge of resources available through the internet, based on surveys, intake data, and		209
Objective 2: Assure that multiple opportunities for trainings and access to content support family success in adopting technology. Conduct Poist Self Assessments and track attendance to inform ongoing recruitment efforts.		209
Project Goal #5: Assist Adopted Households in Round 1 Convert to EBB or Sustainable High-Speed Internet		
Objective 1: Collect devices and hot spots.		3,350
Objective 2: Distribute information for conversion to EBB and high speed internet, and host sign-ups for such.		3,350
7/1/2022-6/30/2023		Number of Outcomes
Deliverables by Quarter		
Distribute all devices to TK/K, and outfit classrooms with charging stations to support sytematic implementation.		1050
Conduct needs assessment for home connectivity, and provide hotspots to families in need.		1050
Utilize Pre-assessment and intake surveys for analyzing the needs of the hotspot recipients. Anticipating 25%		262
Quarter 1. July - September		

	Close adoptions as data indicates. Anticipating 80%	210
	Host trainings as survey data indicates (Half day trainings in response to Element 1,2,3 responses) & conduct post assessments	52
	Distribute all devices to 1-5 grades at 9 schools, and outfit classrooms with charging stations to support systematic implementation.	2300
	Conduct needs assessment for home connectivity, and provide hotspots to families in need.	2300
	Utilize Pre-assessment and intake surveys for analyzing the needs of the hotspot recipients. Anticipating 25%	575
	Close adoptions as data indicates. Anticipating 80%	460
	Host trainings as survey data indicates (Half day trainings in response to Element 1,2,3 responses)	115
	Conduct midyear analysis and revisit implementation plans.	follow-up
	Continue to host trainings as survey data indicates (Half day trainings in response to Element 1,2,3 responses) & conduct post assessments	follow-up
	Continue outreach for training attendance and family learning.	follow-up
	Provide alternative training opportunities based on family input i.e. evenings, Saturdays, asynchronous, etc.	follow-up
	Conduct final outreach and training sessions with post assessments.	follow-up
	Celebrate parent success and learning.	185
	Collect devices and disburse EBB information for connectivity.	3,350
	Recruit sign-ups and paperwork completion for all hotspot recipients. anticipating 5 % conservatively.	750
	Finalize all adoptions on roster and prepare final report.	
	TOTAL NUMBER OF ADOPTIONS:	750

San José Digital Inclusion Partnership Grant Agreement
Grant Agreement Number: SJDIP 22-01
Schedule B: Budget

Organization Name: Alum Rock Union School District			
IRS 501(c)3 EIN #: 77-0016360			
Project Title: Alum Rock Innovative Learning through Reliable Access via 1:1 devices with LTE.			
Total Adoptions @\$350 per Adoption: 750			
Total Budget: \$262,500			
Budget Line Item Description	Requested Grant Funds	Grantee In-Kind (monetary, non-monetary)	Total
Personnel:	\$23,520.00		\$23,520.00
Fringe Benefits:	\$14,000.00		\$14,000.00
ACP materials and outreach supplies:	\$500.00		\$500.00
*Equipment: 750 Hotspots @\$90=\$67,500. with Service \$20 x 8 months/hotspot=\$120,000.	\$187,500.00		\$187,500.00
Supplies: Charging stations for 45 TK/K classes x 5 chargers =225 chargers @\$30= \$6,750 & 45 powerstrips @ \$20=\$900.00 Charging stations for 75 1st-5th grade classrooms x 8 chargers@\$30=\$18,000 chargers & 75 powerstrips @ \$20=\$1,500.00	\$27,150.00		\$27,150.00
Contracts:			\$0.00
Other: Associated materials and training costs including flyers, folders, training materials, tech tools, and refreshments for 200 attendees, on four different days	\$5,830.00		\$5,830.00
Celeration and tech incentives for families	\$4,000.00		\$4,000.00
Totals:	\$262,500.00	\$0.00	\$262,500.00
* If requesting funds to purchase devices, please specify: (1) number of devices; (2) cost per device; (3) vendor.			
*Name of Employee			FTE %
Jacqueline Montejano			10%
Jose Chavez			5.0%
Custodial support at trainings TBD 6 trainingsx 4 hours =24 hoursx \$30= \$720			extended duty
Community Liaison outreach stipends 4 days x 4 workers x \$300=\$4,800			extended duty
Total FTEs:			15.0%
*Please specify personnel assigned to the Grant Project:			

California Emerging Technology Fund
San José Digital Inclusion Partnership Grant Agreement
Attachment C: Payment and Reporting Schedule
Grantee: Alum Rock Union School District
Grant Agreement Number: SJDIP 22-01

Grant Agreement Quarter Period	Progress Report Due Date	Amount of Grant Payment	Requirements for Grant Payment
Date of Execution of Grant Agreement		25% of Grant Payment	Upon Completion of Round 2 Adoptions and Signing Grant Agreement for Round 3
July 1, 2022 to September 30, 2022	October 15, 2022	Number of Verified Adoptions To Date @ \$350 Minus Previous Grant Payments	Completion of Work Plan for First Quarter plus Verification of Planned Adoptions and Acceptance of Progress Report by CETF
October 1, 2022 to December 31, 2022	January 15, 2023	Number of Verified Adoptions To Date @ \$350 Minus Previous Grant Payments	Completion of Work Plan for Second Quarter plus Verification of Planned Adoptions and Acceptance of Progress Report by CETF
January 1, 2023 to March 31, 2023	April 15, 2023	Number of Verified Adoptions To Date @ \$350 Minus Previous Grant Payments	Completion of Work Plan for Third Quarter plus Verification of Planned Adoptions and Acceptance of Progress Report by CETF
April 1, 2023 to June 30, 2023	July 15, 2023	Balance of Grant @ \$350 Per Adoption Minus 5% for Final Report	Completion of All Required Verified Adoptions
Conclusion of Grant	July 30, 2023	5% of Grant Payment	Submission and Acceptance of Final Report by CETF
TOTAL		\$262,500	
Notes:			
Grant Payments shall be made per this schedule, subject to Grantee's satisfactory performance.			
If Grantee delays implementation to complete Round 2 Adoptions, Grant Payments and Reporting shall become effective at the beginning of the next Quarter.			
Progress Reports may be submitted at the end of the Quarter and before the Due Date above.			
If all required Adoptions are completed before 4th quarter, then 5% will be held until Final Report is accepted.			
All Grant Payments are pursuant to and dependent upon adequate funds being transferred in advance from City of San José to CETF.			

**California Emerging Technology Fund
San José Digital Inclusion Partnership Grant Agreement
Attachment D
Long-Term Outcomes, Indicators and Metrics**

Long-Term Outcomes	Indicators (Long-Term Objectives)	Metrics (Key Performance Indicators)
<i>Universal Connectivity</i>	<ul style="list-style-type: none"> ● Lower priced service plans ● Low-cost options for mobile populations / households with multiple families ● Stronger relationships with providers/Improved ability to be self-advocates when working with providers ("self-efficacy") ● Increased awareness of low-cost options and benefits of connectivity ● Change in willingness to pay for digital services (pre/post outreach/awareness events) 	<ul style="list-style-type: none"> ● Number of outreach events held /number of people who sign up ● Number of door-to-door outreach campaigns and people spoken with ● Number of information sessions held with low-income residents
<i>Universal Device Access</i>	<ul style="list-style-type: none"> ● Number of families buying / receiving donations of devices ● Improvement in self-reported outcomes (household level) ● Awareness of low-cost device / free options for low-income families (pre / post intervention) ● Number/diversity of access points for residents to acquire devices 	<ul style="list-style-type: none"> ● Number of devices donated, refurbished, and distributed ● Change in number of people with access to devices
<i>Adoption</i>	<ul style="list-style-type: none"> ● Improved academic performance, attendance, and post-secondary outcomes ● Improved awareness of and ability to navigate career application sites, and improved access to career development tools ● Improved communication with healthcare providers + increased access to health services ● Increased ability to independently use Internet + devices for communication with friends and family 	<ul style="list-style-type: none"> ● Number of families using Internet + devices for completing homework, pursuing career opportunities, accessing telehealth and managing health needs, and connecting to friends and family ● Number of students accepted to 2- or 4-year post-secondary institutions ● Number of job applications submitted / number of jobs secured

	<ul style="list-style-type: none"> ● Number of people who are hired for jobs with living wages from digital inclusion trainings ● Self-reported increases in health ● Increases in feelings of community for senior citizens ● Increases in academic performance for students 	<ul style="list-style-type: none"> ● Average increase in household salary over specified timeframe ● Decrease in self-reports of social isolation and loneliness / increase in self-reports of well-being and social connectedness ● Number of users who have reached different steps on the digital ladder ● Total number of train-the-trainer program participants and trainers ● Number of basic / advanced skills trainings / learning circles ● Number of topic specific skills trainings (e.g., health, education, employment, etc.)
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Note:

The above Long-Term Outcomes, Indicators and Metrics were approved as Direct Service Outcomes with Associated Indicators and Metrics for the Digital Inclusion Fund by the San José City Council on February 12, 2019.

**California Emerging Technology Fund
San José Digital Inclusion Partnership Grant Agreement
Attachment E**

**San José Employee / Volunteer Clearance Verification and Compliance with the
Child Abuse and Neglect Reporting Act**

If GRANTEE provides services involving minors, and as a CETF and CITY-approved method of complying with the provisions contained in this AGREEMENT, GRANTEE shall conduct a criminal background check through the database of the California Department of Justice **and** an FBI criminal database or equivalent national database as approved in writing by GRANTEE's liability insurance provider, on each of its employees and volunteers who have supervisory or disciplinary authority over minors.

GRANTEE shall also comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et. seq. Additionally, GRANTEE certifies the following:

1. Any and all personnel employed or retained by GRANTEE in conducting the operations of GRANTEE's program shall be qualified to perform the duties assigned to them by GRANTEE. GRANTEE agrees that GRANTEE shall not at any time allow its employees or volunteers to be in any position with supervisory or disciplinary authority over minors, if they have been convicted of any offense identified in California Public Resources Code Section 5164. (Copy attached.)

CETF and GRANTEE understand that results of background checks on minors may be confidential under state law. Therefore, all employees or volunteers must be at least 18 years of age if they are to be in a position having supervisory or disciplinary authority over any minor.

If GRANTEE intends to have employees or volunteers under the age of 18 providing services under this AGREEMENT, GRANTEE shall maintain and make available to CETF, if requested, guidelines, procedures or policies, that safeguard and ensure that no employees or volunteers under the age of 18 will be providing services under this AGREEMENT unsupervised and further GRANTEE shall ensure that none of its employees or volunteers under 18 years of age have any supervisory or disciplinary authority over any minor, as such term is used in California Public Resources Code Section 5164.

2. GRANTEE shall be responsible for ensuring that no person who has supervisory or disciplinary authority over minors, who is paid or unpaid by GRANTEE, shall be permitted to provide services unless appropriate background checks, including fingerprints, have been performed prior to the beginning of services under this AGREEMENT, and the person meets the standards set forth above.

If requested by CETF, and to the extent allowed by law, GRANTEE shall promptly provide documentation listing each person that has provided or is providing services hereunder involving supervision or disciplinary authority over minors, and certifying that the GRANTEE has conducted the proper background check on such person or persons, and each of the named persons is legally permitted to perform the services described in this AGREEMENT. Regardless of whether such documentation is requested or delivered by GRANTEE, GRANTEE shall be solely responsible for compliance with the provisions of this Section.

3. That no person paid or unpaid by GRANTEE shall be permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless GRANTEE has complied with the TB testing requirements set forth in Section 5163 of the California Public Resources Code (copy attached), verifying that the person or persons has provided evidence/verification of a negative TB skin test reading less than two (2) years old (if newly hired) or within four (4) years (if current employee) of the date of execution of this AGREEMENT and every four (4) years thereafter, if the term of this AGREEMENT exceeds four (4) years.

For persons with a positive TB skin test reading, a physician's medical clearance must be obtained prior to services being provided as specified above. GRANTEE shall keep on file each "Certificate" of clearance for the persons described above, and shall also make available a copy of each Certificate to CETF, if requested and allowed by law. "Certificate" means a document signed by a licensed examining physician and surgeon or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

4. GRANTEE understands that if services are rendered on a school site, there may be additional requirements that may apply including without limitation, requirements under the California Education Code. GRANTEE, acknowledges that it is GRANTEE's sole responsibility to comply with all applicable laws, regulations and licensing requirements in GRANTEE's provision of services hereunder.

I, the GRANTEE by signing below verify that I have read and agree to the above:

Name of Grantee

Date

Name of Authorized Person (Print)

Title

Signature

CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

§ 5164. Persons convicted of certain offenses not to be hired for employment or as volunteer in positions with supervisory authority over minors; Criminal background screening; Fees

(a) (1) A county, city, city and county, or special district shall not hire a person for employment, or hire a volunteer to perform services, at a county, city, city and county, or special district operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over a minor, if that person has been convicted of an offense specified in paragraph (2).

(2) (A) A violation or attempted violation of Section 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or any sex offense listed in Section 290 of the Penal Code, except for the offense specified in subdivision (d) of Section 243.4 of the Penal Code.

(B) A felony or misdemeanor conviction specified in subparagraph (C) within 10 years of the date of the employer's request.

(C) A felony conviction that is over 10 years old, if the subject of the request was incarcerated within 10 years of the employer's request, for a violation or attempted violation of an offense specified in Chapter 3 (commencing with Section 207) of Title 8 of Part 1 of the Penal Code, Section 211 or 215 of the Penal Code, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022 of the Penal Code, in the commission of that offense, Section 217.1 of the Penal Code, Section 236 of the Penal Code, any of the offenses specified in Chapter 9 (commencing with Section 240) of Title 8 of Part 1 of the Penal Code, or an offense specified in subdivision (c) of Section 667.5 of the Penal Code, provided that no record of a misdemeanor conviction shall not be transmitted to the requester unless the subject of the request has a total of three or more misdemeanor convictions, or a combined total of three or more misdemeanor and felony convictions, for violations listed in this section within the 10-year period immediately preceding the employer's request or has been incarcerated for any of those convictions within the preceding 10 years.

(b) (1) To give effect to this section, a county, city, city and county, or special district shall require each such prospective employee or volunteer to complete an application that inquires as to whether or not that individual has been convicted of an offense specified in subdivision (a). The county, city, city and county, or special district shall screen, pursuant to Section 11105.3 of the Penal Code, any such prospective employee or volunteer, having supervisory or disciplinary authority over a minor, for that person's criminal background.

(2) A local agency request for Department of Justice records pursuant to this subdivision shall include the prospective employee's or volunteer's fingerprints, which may be taken by the local agency, and any other data specified by the Department of Justice.

The request shall be made on a form approved by the Department of Justice. A fee shall not be charged to the local agency for requesting the records of a prospective volunteer pursuant to this subdivision.

(3) A county, city, city and county, or special district may charge a prospective employee or volunteer described in subdivision (a) a fee to cover all of the county, city, city and county, or special district's costs attributable to the requirements imposed by this section.

CALIFORNIA PUBLIC RESOURCES CODE SECTION 5163

§ 5163. Certificate showing freedom from communicable tuberculosis as condition of employment

(a) No person shall initially be employed in connection with a park, playground, recreational center, or beach used for recreational purposes by a city or county in a position requiring contact with children, or as a food concessionaire or other licensed concessionaire in that area, unless the person produces or has on file with the city or county a certificate showing that within the last two years the person has been examined and has been found to be free of communicable tuberculosis.

(b) Thereafter, those employees who are skin test negative shall be required to undergo the foregoing examination at least once each four years for so long as the employee remains skin test negative. Once an employee has a documented positive skin test which has been followed by an X-ray, the foregoing examination is no longer required and a referral shall be made within 30 days of the examination to the local health officer to determine the need for followup care.

"Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code, or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

§ 5163.1. Tuberculosis examination

The examination shall consist of an approved intradermal tuberculosis test, which, if positive, shall be followed by an X-ray of the lungs.

Nothing in Sections 5163 to 5163.2, inclusive, shall prevent the governing body of any city or county, upon recommendation of the local health officer, from establishing a rule requiring a more extensive or more frequent examination than required by Section 5163 and this section.

§ 5163.2. Technician taking X-ray film; Interpretation of X-ray

The X-ray film may be taken by a competent and qualified X-ray technician if the X-ray film is subsequently interpreted by a licensed physician and surgeon.

§ 5163.3. Files kept of certificates

The city or county shall maintain a file containing an up-to-date certificate for each person covered by Section 5163.

§ 5163.4. Requiring more extensive or more frequent examinations

Nothing in Sections 5163 to 5163.3, inclusive, shall prevent the city or county from requiring more extensive or more frequent examinations.

**California Emerging Technology Fund
San José Digital Inclusion Partnership Grant Agreement
Attachment F**

Insurance Requirements

GRANTEE, at GRANTEE'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 GRANTEE, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 including coverage for abuse and molestation (when required by CITY); and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance (organizations with no employees, such as sole proprietorships or volunteer-based organizations, are exempt from this requirement); and

There shall be no endorsement reducing the scope of coverage required above unless approved by CETF and the CITY's Risk Manager.

B. Minimum Limits of Insurance

GRANTEE shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General 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 Code and Employers Liability limits of \$1,000,000 per accident.

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by CETF and CITY's Risk Manager. At the option of CETF and CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CETF and CITY, its officers, employees, agents and contractors; or GRANTEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by CETF and the CITY's Risk Manager.

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. CETF and the City of San José, 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, GRANTEE; products and completed operations of GRANTEE; premises owned, leased or used by GRANTEE; and automobiles owned, leased, hired or borrowed by GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to CETF and CITY, its officers, employees, agents and contractors.

b. GRANTEE's insurance coverage shall be primary insurance as respects CETF and CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CETF or CITY, its officers, employees, agents or contractors shall be excess of GRANTEE's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by GRANTEE shall not affect coverage provided CETF and CITY, its officers, employees, agents, or contractors.

d. Coverage shall state that GRANTEE'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.

e. Coverage shall contain waiver of subrogation in favor of CETF and the City of San José, its officers, employees, agents and contractors

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of CETF and the City of San José, its officers, employees, agents and contractors

3. 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 CETF and CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CETF and CITY's Risk Manager.

F. Verification of Coverage

GRANTEE shall furnish CETF 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 either emailed in pdf format to: sjdigitalinclusion@gmail.com, or mailed to the following postal address:

California Emerging Technology Fund
San José Digital Inclusion Partnership
333 West San Carlos Street, Office 06-132
San José, California 95110

G. Subcontractors

GRANTEE 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

13.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees:


August 1, 2022

Subject: Vendor & Payroll Warrants

Staff Analysis: Summary of Vendor and Payroll Warrants issued during July month of Fiscal Year 2022/2023.

Total of vendor warrants	\$	5,556,201.39
Total of payroll warrants	\$	5,762,580.07
Total	\$	11,318,781.46

Recommendation: Staff recommends approval of the Vendor & Payroll Warrants for the month of July 2022.

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

To the Board of Trustees:

Meeting: August 11, 2022
Regular Board Meeting

Recommend Approval

13.04

Agenda Placement


Hilario Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

July 2022

	<u>VENDOR WARRANTS</u>	<u>AMOUNT</u>
Fund		
010,050,060,080	General Fund (Incl Payroll A/P)	\$3,737,522.35
120	Child Development Fund	\$213,033.92
130	Cafeteria Fund	\$126,754.90
140	Deferred Maintenance Fund	\$0.00
210	Building Fund	\$124,504.77
250	Capital Facilities Fund	\$0.00
350	County School Facility Fund	\$0.00
400	Special Reserve for Capital Outlay Fund	\$0.00
670	Health and Welfare & Workers Comp	\$1,351,965.72
	Subtotal	<u>\$5,553,781.66</u>
088	Student Body Fund	\$2,419.73
	Total Vendor Warrants	<u>\$5,556,201.39</u>

PAYROLL WARRANTS

10th of the month	\$578,149.37
EOM Payroll	\$5,095,462.79
Manual Checks	\$88,967.91
Void Checks	\$0.00
Total Payroll Warrants	<u>\$5,762,580.07</u>
Grand Total All Warrants	<u>\$11,318,781.46</u>

	From	To
AP Warrants used #	4013544	- 4013827
Payroll Direct Deposit Pay Stub used #	4739929	- 4741074
Payroll Checks used #	4403744	- 4404006

AP Check Register - Pivot Table Summary by Vendor
July 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
ACHIEVE KIDS	7/21/2022	4013682 080	\$	28,221.00
ACHIEVE KIDS Total			\$	28,221.00
ACME PACIFIC REPAIRS INC.	7/8/2022	4013553 050	\$	340.41
ACME PACIFIC REPAIRS INC. Total			\$	340.41
ACTIVE INTERNET TECHNOLOGIES	7/22/2022	4013717 010	\$	18,900.00
ACTIVE INTERNET TECHNOLOGIES Total			\$	18,900.00
AKJ WHOLESALE LLC	7/15/2022	4013616 060	\$	178.89
AKJ WHOLESALE LLC Total			\$	178.89
ALBAELENA MARIA DIAZ TAMAYO	7/8/2022	4013547 130	\$	285.72
ALBAELENA MARIA DIAZ TAMAYO Total			\$	285.72
ALETTE M. C. BROOKS	7/15/2022	4013606 080	\$	2,500.00
ALETTE M. C. BROOKS Total			\$	2,500.00
ALLIED REFRIGERATION INC.	7/21/2022	4013669 050	\$	301.13
ALLIED REFRIGERATION INC. Total			\$	301.13
AMANDA LEA CHAMBERS	7/29/2022	4013803 060	\$	2,242.00
AMANDA LEA CHAMBERS Total			\$	2,242.00
AMAZON WEB SERVICES INC.	7/22/2022	4013743 010	\$	202.66
AMAZON WEB SERVICES INC. Total			\$	202.66
AMAZON.COM LLC	7/8/2022	4013554 010	\$	43.74
	7/22/2022	4013748 010	\$	405.98
		060	\$	10,391.21
	7/28/2022	4013783 060	\$	1,064.60
AMAZON.COM LLC Total			\$	11,905.53
AN NGOC HUYNH	7/21/2022	4013683 010	\$	808.18
AN NGOC HUYNH Total			\$	808.18
ANDRE BOUDIN BAKERIES	7/29/2022	4013809 010	\$	176.87
ANDRE BOUDIN BAKERIES Total			\$	176.87
ANDRES QUINTERO QUINTERO	7/22/2022	4013737 010	\$	5,000.00
ANDRES QUINTERO QUINTERO Total			\$	5,000.00
ARAMARK UNIFORM & CAREER	7/12/2022	4013590 130	\$	1,405.78
ARAMARK UNIFORM & CAREER Total			\$	1,405.78
ARENA STUART RENTALS INC	7/22/2022	4013744 010	\$	405.90
ARENA STUART RENTALS INC Total			\$	405.90
ASSOCIATION OF CALIFORNIA	7/28/2022	4013799 010	\$	2,821.16
ASSOCIATION OF CALIFORNIA Total			\$	2,821.16
AT&T	7/29/2022	4013826 010	\$	1,554.97
AT&T Total			\$	1,554.97
BALCO HOLDINGS INC	7/15/2022	4013632 010	\$	2,099.00
BALCO HOLDINGS INC Total			\$	2,099.00
BARBARA CAMPBELL	7/21/2022	4013670 010	\$	96.75
BARBARA CAMPBELL Total			\$	96.75
BARNES AND NOBLE	7/15/2022	4013633 060	\$	82.17
BARNES AND NOBLE Total			\$	82.17
BAY AREA FLOOR MACHINE	7/21/2022	4013671 010	\$	45.00
BAY AREA FLOOR MACHINE Total			\$	45.00
BAY AREA WOMEN'S SPORTS	7/15/2022	4013634 010	\$	2,500.00
BAY AREA WOMEN'S SPORTS Total			\$	2,500.00

AP Check Register - Pivot Table Summary by Vendor
July 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
BIANCA ORTIZ	7/8/2022	4013572	080	\$ 44.93
BIANCA ORTIZ Total				\$ 44.93
BIOMETRICS4ALL INC.	7/12/2022	4013591	010	\$ 23.25
	7/22/2022	4013718	010	\$ 960.00
BIOMETRICS4ALL INC. Total				\$ 983.25
BLUETRITION BRANDS INC.	7/22/2022	4013736	010	\$ 1,147.96
			050	\$ 95.11
			080	\$ 25.96
			130	\$ 71.45
		4013740	060	\$ 8,504.87
BLUETRITION BRANDS INC. Total				\$ 9,845.35
BOSCO CONSTRUCTION SERVICES	7/8/2022	4013555	050	\$ 18,343.00
BOSCO CONSTRUCTION SERVICES Total				\$ 18,343.00
BRAINPOP.COM	7/22/2022	4013719	060	\$ 21,367.50
BRAINPOP.COM Total				\$ 21,367.50
BSN SPORTS LLC	7/15/2022	4013635	010	\$ 239.50
BSN SPORTS LLC Total				\$ 239.50
CALIFORNIA ASSOCIATION FOR	7/21/2022	4013688	060	\$ 1,350.00
	7/22/2022	4013720	010	\$ 3,375.00
CALIFORNIA ASSOCIATION FOR Total				\$ 4,725.00
CALIFORNIA ASSOCIATION OF	7/29/2022	4013810	010	\$ 5,250.00
CALIFORNIA ASSOCIATION OF Total				\$ 5,250.00
CALIFORNIA SCHOOL BOARDS	7/29/2022	4013811	010	\$ 25,501.00
CALIFORNIA SCHOOL BOARDS Total				\$ 25,501.00
CALIFORNIA SCHOOL NURSES ORG	7/22/2022	4013721	010	\$ 120.00
CALIFORNIA SCHOOL NURSES ORG Total				\$ 120.00
CALIFORNIA VISION SERVICE PLAN	7/15/2022	4013622	670	\$ 11,406.55
CALIFORNIA VISION SERVICE PLAN Total				\$ 11,406.55
CAL-STEAM INC.	7/21/2022	4013695	050	\$ 303.56
	7/22/2022	4013761	050	\$ 3.98
CAL-STEAM INC. Total				\$ 307.54
CAMBIUM LEARNING INC.	7/22/2022	4013722	060	\$ 5,946.09
CAMBIUM LEARNING INC. Total				\$ 5,946.09
CANON FINANCIAL SERVICES INC.	7/8/2022	4013556	060	\$ 140.00
CANON FINANCIAL SERVICES INC. Total				\$ 140.00
CAROL CONTRERAS	7/21/2022	4013684	010	\$ 214.10
CAROL CONTRERAS Total				\$ 214.10
CAT FINANCIAL CAT CARD	7/21/2022	4013672	010	\$ 8,101.31
CAT FINANCIAL CAT CARD Total				\$ 8,101.31
CELLCO PARTNERSHIP	7/22/2022	4013745	010	\$ 5,036.26
		4013749	060	\$ 46.08
CELLCO PARTNERSHIP Total				\$ 5,082.34
CINTAS CORPORATION	7/15/2022	4013624	010	\$ 842.42
			050	\$ 178.04
CINTAS CORPORATION Total				\$ 1,020.46
CITIZEN SCHOOLS	7/22/2022	4013746	060	\$ 49,717.00
CITIZEN SCHOOLS Total				\$ 49,717.00

AP Check Register - Pivot Table Summary by Vendor
July 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
CITY OF SAN JOSE	7/15/2022	4013657	060	\$ 30,109.01
CITY OF SAN JOSE Total				\$ 30,109.01
CITY YEAR INC.	7/15/2022	4013658	010	\$ 109,281.65
			060	\$ 391,776.29
CITY YEAR INC. Total				\$ 501,057.94
CODESP	7/22/2022	4013723	010	\$ 2,300.00
CODESP Total				\$ 2,300.00
CPM EDUCATIONAL PROGRAM	7/15/2022	4013623	060	\$ 1,151.31
CPM EDUCATIONAL PROGRAM Total				\$ 1,151.31
CROWE LLP	7/22/2022	4013755	010	\$ 30,350.00
			210	\$ 5,850.00
CROWE LLP Total				\$ 36,200.00
CUMMING MANAGEMENT GROUP INC	7/28/2022	4013786	210	\$ 73,533.75
CUMMING MANAGEMENT GROUP INC Total				\$ 73,533.75
DALE SCOTT & CO INC	7/29/2022	4013827	210	\$ 22,379.99
DALE SCOTT & CO INC Total				\$ 22,379.99
DANNIS WOLIVER KELLY	7/15/2022	4013607	010	\$ 4,733.00
	7/21/2022	4013664	010	\$ 5,341.50
DANNIS WOLIVER KELLY Total				\$ 10,074.50
DAYLIGHT FOODS INC	7/12/2022	4013592	130	\$ 23,696.30
DAYLIGHT FOODS INC Total				\$ 23,696.30
DBA: EARLY LEARNING SOLUTIONS	7/28/2022	4013784	060	\$ 1,497.00
DBA: EARLY LEARNING SOLUTIONS Total				\$ 1,497.00
DBA: PETER ALLEN MEDIA	7/29/2022	4013812	010	\$ 6,500.00
DBA: PETER ALLEN MEDIA Total				\$ 6,500.00
DBT IN SCHOOLS LLC	7/29/2022	4013804	060	\$ 1,190.00
DBT IN SCHOOLS LLC Total				\$ 1,190.00
DELL MARKETING L.P.	7/21/2022	4013689	010	\$ 636.63
DELL MARKETING L.P. Total				\$ 636.63
DELTA DENTAL	7/8/2022	4013549	670	\$ 876.69
	7/21/2022	4013673	670	\$ 978.82
DELTA DENTAL Total				\$ 1,855.51
DIEP THI TU CAO	7/28/2022	4013787	010	\$ 214.10
DIEP THI TU CAO Total				\$ 214.10
DOLORES QUINTERO	7/22/2022	4013724	010	\$ 16.24
DOLORES QUINTERO Total				\$ 16.24
DSA - OFFICE OF REGULATORY	7/12/2022	4013597	210	\$ 191.90
DSA - OFFICE OF REGULATORY Total				\$ 191.90
EARLYCHILDHOOD LLC	7/21/2022	4013665	060	\$ 485.79
EARLYCHILDHOOD LLC Total				\$ 485.79
EAST BAY RESTAURANT SUPPLY INC	7/8/2022	4013557	130	\$ 95.00
	7/29/2022	4013813	130	\$ 95.00
EAST BAY RESTAURANT SUPPLY INC Total				\$ 190.00
EDGES ELECTRICAL GROUP LLC	7/15/2022	4013659	050	\$ 3,801.03
EDGES ELECTRICAL GROUP LLC Total				\$ 3,801.03
EINSTEIN NOAH RESTAURANT	7/21/2022	4013708	010	\$ 450.10
EINSTEIN NOAH RESTAURANT Total				\$ 450.10

AP Check Register - Pivot Table Summary by Vendor
July 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
ENVIRONMENTAL SYSTEMS INC	7/8/2022	4013558 050	\$	1,714.30
ENVIRONMENTAL SYSTEMS INC Total			\$	1,714.30
ERIC CALOCA	7/22/2022	4013725 010	\$	150.00
ERIC CALOCA Total			\$	150.00
ERIN DEVINE	7/15/2022	4013608 080	\$	11,895.00
	7/22/2022	4013726 080	\$	5,200.00
ERIN DEVINE Total			\$	17,095.00
ESGI LLC	7/29/2022	4013805 010	\$	25,440.00
ESGI LLC Total			\$	25,440.00
FEDEX	7/8/2022	4013573 010	\$	107.71
FEDEX Total			\$	107.71
FELIPE ZAMUDIO	7/21/2022	4013685 010	\$	420.28
FELIPE ZAMUDIO Total			\$	420.28
FIRST BOOK	7/8/2022	4013559 060	\$	854.74
	7/28/2022	4013788 060	\$	539.20
FIRST BOOK Total			\$	1,393.94
FOLEY & SONS INC	7/8/2022	4013560 010	\$	166.66
	7/22/2022	4013762 010	\$	238.98
FOLEY & SONS INC Total			\$	405.64
FOLLETT SCHOOL SOLUTIONS LLC	7/21/2022	4013678 010	\$	446.80
FOLLETT SCHOOL SOLUTIONS LLC Total			\$	446.80
FOSTER DAIRY FARMS	7/13/2022	4013601 130	\$	27,490.00
FOSTER DAIRY FARMS Total			\$	27,490.00
FRANKLIN-MCKINLEY SCHOOL	7/22/2022	4013750 080	\$	16,450.00
FRANKLIN-MCKINLEY SCHOOL Total			\$	16,450.00
FROG ENVIRONMENTAL. INC	7/15/2022	4013625 010	\$	1,250.00
FROG ENVIRONMENTAL. INC Total			\$	1,250.00
GARDA CL WEST	7/22/2022	4013751 130	\$	6.84
GARDA CL WEST Total			\$	6.84
GEINAH LIM NIERRA	7/22/2022	4013752 080	\$	118.06
GEINAH LIM NIERRA Total			\$	118.06
GKS EDUCATION LLC	7/15/2022	4013617 060	\$	6,517.50
GKS EDUCATION LLC Total			\$	6,517.50
GOLD STAR FOODS	7/13/2022	4013602 130	\$	64,679.79
GOLD STAR FOODS Total			\$	64,679.79
GREAT LAKES SPORTS	7/8/2022	4013548 088	\$	1,428.98
		4013561 010	\$	24.90
GREAT LAKES SPORTS Total			\$	1,453.88
GROTH MUSIC	7/15/2022	4013609 010	\$	639.75
GROTH MUSIC Total			\$	639.75
HIROCHIMA L SANCHEZ	7/8/2022	4013574 080	\$	263.25
HIROCHIMA L SANCHEZ Total			\$	263.25
HOME DEPOT U.S.A. INC.	7/8/2022	4013562 010	\$	325.98
	7/15/2022	4013618 010	\$	318.39
		4013660 050	\$	3,043.84
		4013661 010	\$	1,543.56
		050	\$	1,285.35

AP Check Register - Pivot Table Summary by Vendor
July 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
HOME DEPOT U.S.A. INC.	7/21/2022	4013666 010	\$	381.72
		4013667 010	\$	6,400.00
		4013668 010	\$	177.26
		4013679 010	\$	381.68
		4013690 010	\$	235.04
	7/22/2022	4013727 010	\$	4.38
HOME DEPOT U.S.A. INC. Total			\$	14,097.20
iJUMP INC	7/14/2022	4013604 088	\$	990.75
iJUMP INC Total			\$	990.75
IMAGINE LEARNING LLC	7/29/2022	4013814 060	\$	83,156.25
IMAGINE LEARNING LLC Total			\$	83,156.25
INDU LAW GROUP PC	7/21/2022	4013691 010	\$	1,100.00
INDU LAW GROUP PC Total			\$	1,100.00
INTERNATIONAL ASSOCIATION FOR	7/8/2022	4013564 060	\$	700.00
	7/22/2022	4013753 060	\$	650.00
INTERNATIONAL ASSOCIATION FOR Total			\$	1,350.00
IT MANAGEMENT CORPORATION	7/22/2022	4013747 010	\$	3,367.24
IT MANAGEMENT CORPORATION Total			\$	3,367.24
ITSAVVY LLC	7/8/2022	4013565 060	\$	246.94
	7/15/2022	4013636 010	\$	318.50
	7/21/2022	4013706 010	\$	173.46
	7/29/2022	4013815 010	\$	36.00
		4013822 010	\$	17,440.00
		060	\$	6.00
ITSAVVY LLC Total			\$	18,220.90
J.B. TROPHIES	7/22/2022	4013728 010	\$	148.30
J.B. TROPHIES Total			\$	148.30
JAVIER MENDOZA JR	7/7/2022	4013544 010	\$	2,863.58
JAVIER MENDOZA JR Total			\$	2,863.58
JEANS PALACE INC.	7/21/2022	4013709 060	\$	244.87
JEANS PALACE INC. Total			\$	244.87
JESS FERNANDEZ	7/8/2022	4013566 050	\$	13,450.00
	7/22/2022	4013754 050	\$	2,800.00
JESS FERNANDEZ Total			\$	16,250.00
JESSE M SERNA	7/29/2022	4013806 010	\$	3,707.95
JESSE M SERNA Total			\$	3,707.95
JESUS L ARAUJO JR	7/21/2022	4013686 010	\$	171.71
	7/29/2022	4013823 010	\$	171.71
JESUS L ARAUJO JR Total			\$	343.42
JET MULCH INC	7/15/2022	4013637 050	\$	1,314.87
JET MULCH INC Total			\$	1,314.87
JOHN F. FONT PHD & ASSOCIATES	7/15/2022	4013610 080	\$	792.00
JOHN F. FONT PHD & ASSOCIATES Total			\$	792.00
JOHN WILEY & SONS INC.	7/8/2022	4013575 060	\$	845.62
JOHN WILEY & SONS INC. Total			\$	845.62
JORGE YANIS HERRERA	7/21/2022	4013674 050	\$	253.20
JORGE YANIS HERRERA Total			\$	253.20

AP Check Register - Pivot Table Summary by Vendor
July 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
JOSE VALDES MATH FOUNDATION	7/21/2022	4013696 010	\$	42,750.00
JOSE VALDES MATH FOUNDATION Total			\$	42,750.00
KAISER	7/15/2022	4013663 670	\$	178,447.66
	7/22/2022	4013738 670	\$	235.00
KAISER Total			\$	178,682.66
KAISER PERMANENTE	7/8/2022	4013550 670	\$	412.66
	7/22/2022	4013739 670	\$	412.66
KAISER PERMANENTE Total			\$	825.32
KEENAN & ASSOCIATES	7/8/2022	4013551 670	\$	116,589.00
	7/28/2022	4013794 010	\$	31,716.00
KEENAN & ASSOCIATES Total			\$	148,305.00
KERN OIL FILTER RECYCLING LLC	7/29/2022	4013816 050	\$	2,280.00
KERN OIL FILTER RECYCLING LLC Total			\$	2,280.00
KIMOCHIS	7/8/2022	4013576 060	\$	3,193.35
KIMOCHIS Total			\$	3,193.35
LAKESHORE EQUIPMENT COMPANY	7/8/2022	4013567 010	\$	96.51
		060	\$	9,414.15
		120	\$	4,086.62
	7/15/2022	4013638 010	\$	199.99
LAKESHORE EQUIPMENT COMPANY Total			\$	13,797.27
LANGUAGE PEOPLE INC	7/25/2022	4013772 010	\$	750.00
		4013779 010	\$	1,366.27
	7/28/2022	4013793 010	\$	19,840.12
LANGUAGE PEOPLE INC Total			\$	21,956.39
LAZEL INC	7/29/2022	4013807 010	\$	114,929.40
LAZEL INC Total			\$	114,929.40
LDP INC	7/15/2022	4013639 060	\$	335.04
LDP INC Total			\$	335.04
LET'S TRAVEL	7/15/2022	4013626 060	\$	1,460.92
		4013640 010	\$	1,771.91
LET'S TRAVEL Total			\$	3,232.83
LITTLE HEROES INC.	7/15/2022	4013641 010	\$	55,000.00
LITTLE HEROES INC. Total			\$	55,000.00
LO LIT FAN	7/29/2022	4013817 010	\$	214.10
LO LIT FAN Total			\$	214.10
LOZANO SMITH LLP	7/21/2022	4013697 010	\$	5,487.90
		080	\$	1,932.50
LOZANO SMITH LLP Total			\$	7,420.40
LUCIA GARCIA	7/7/2022	4013545 010	\$	696.56
LUCIA GARCIA Total			\$	696.56
LUX BUS AMERICA CO.	7/25/2022	4013780 060	\$	5,924.02
LUX BUS AMERICA CO. Total			\$	5,924.02
MARBLE BRIDGE FUNDING GROUP	7/15/2022	4013627 010	\$	94,222.50
MARBLE BRIDGE FUNDING GROUP Total			\$	94,222.50
MARIANA DESOTO HUGHES	7/21/2022	4013710 010	\$	295.29
MARIANA DESOTO HUGHES Total			\$	295.29
Matthew Powell	7/28/2022	4013789 060	\$	19.90

AP Check Register - Pivot Table Summary by Vendor
July 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
Matthew Powell				
Total				\$ 19.90
MAXIM HEALTHCARE SERVICES	7/15/2022	4013631 080	\$	50,944.50
	7/21/2022	4013680 080	\$	83,919.80
		4013698 010	\$	2,505.00
		4013707 080	\$	14,819.00
	7/22/2022	4013756 010	\$	2,535.00
		4013763 010	\$	4,175.40
MAXIM HEALTHCARE SERVICES	Total			\$ 158,898.70
MCGRAW-HILL EDUCATION INC.	7/21/2022	4013692 060	\$	3,820.65
MCGRAW-HILL EDUCATION INC.	Total			\$ 3,820.65
METLIFE SMALL MARKET	7/15/2022	4013619 010	\$	2,034.22
METLIFE SMALL MARKET	Total			\$ 2,034.22
MICHAEL FERGUSON	7/14/2022	4013605 010	\$	26,544.69
MICHAEL FERGUSON	Total			\$ 26,544.69
MID AMERICA ADMINISTRATION	7/15/2022	4013656 010	\$	4,177.14
	7/28/2022	4013800 010	\$	1,783.56
MID AMERICA ADMINISTRATION	Total			\$ 5,960.70
MINDWORKS INNOVATIONS INC	7/8/2022	4013568 060	\$	2,887.79
MINDWORKS INNOVATIONS INC	Total			\$ 2,887.79
MIRACLE PLAYSYSTEMS INC.	7/22/2022	4013757 060	\$	30,363.55
		4013764 060	\$	104,966.92
MIRACLE PLAYSYSTEMS INC.	Total			\$ 135,330.47
MONARCH TRUCK SERVICE	7/8/2022	4013569 010	\$	153.70
	7/22/2022	4013729 010	\$	126.04
MONARCH TRUCK SERVICE	Total			\$ 279.74
MOSYLE CORPORATION	7/15/2022	4013611 010	\$	28,941.02
MOSYLE CORPORATION	Total			\$ 28,941.02
MULTI-HEALTH SYSTEMS INC.	7/15/2022	4013642 080	\$	318.75
MULTI-HEALTH SYSTEMS INC.	Total			\$ 318.75
MUS VIL INC.	7/8/2022	4013570 010	\$	9,717.97
MUS VIL INC.	Total			\$ 9,717.97
NANC C ADAMS	7/7/2022	4013546 010	\$	490.51
NANC C ADAMS	Total			\$ 490.51
NCS PEARSON INC.	7/12/2022	4013593 080	\$	1,374.00
	7/21/2022	4013675 080	\$	19.25
NCS PEARSON INC.	Total			\$ 1,393.25
NEW TECHNOLOGY NETWORK LLC	7/15/2022	4013643 010	\$	18,040.00
NEW TECHNOLOGY NETWORK LLC	Total			\$ 18,040.00
NORMA P FLORES	7/21/2022	4013711 010	\$	939.93
	7/22/2022	4013765 010	\$	30.00
NORMA P FLORES	Total			\$ 969.93
OCCUPATIONAL HEALTH CTR OF CA	7/22/2022	4013730 010	\$	226.50
OCCUPATIONAL HEALTH CTR OF CA	Total			\$ 226.50
OFFICE DEPOT	7/8/2022	4013563 010	\$	2,103.15
		670	\$	202.10
	7/12/2022	4013596 010	\$	(93.75)
		670	\$	230.99

AP Check Register - Pivot Table Summary by Vendor
July 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
OFFICE DEPOT	7/22/2022	4013758 010	\$	780.84
	7/25/2022	4013781 010	\$	214.36
	7/28/2022	4013790 010	\$	22,886.02
OFFICE DEPOT Total			\$	26,323.71
OFFICE DEPOT BUSINESS SOLUTION	7/29/2022	4013818 010	\$	884.83
			080 \$	410.43
OFFICE DEPOT BUSINESS SOLUTION Total			\$	1,295.26
O'REILLY AUTOMOTIVE STORES INC	7/8/2022	4013571 010	\$	2,536.54
	7/12/2022	4013595 010	\$	309.12
O'REILLY AUTOMOTIVE STORES INC Total			\$	2,845.66
P & R PAPER SUPPLY COMPANY	7/13/2022	4013603 130	\$	3,756.90
P & R PAPER SUPPLY COMPANY Total			\$	3,756.90
PAM L. ABERG	7/15/2022	4013662 010	\$	1,092.50
PAM L. ABERG Total			\$	1,092.50
PEDRO GRIEGO	7/22/2022	4013731 010	\$	150.00
PEDRO GRIEGO Total			\$	150.00
PG&E	7/21/2022	4013681 010	\$	109.60
	7/22/2022	4013741 010	\$	221,138.41
PG&E Total			\$	221,248.01
PRE-PAID LEGAL SERVICES INC.	7/28/2022	4013801 010	\$	146.45
PRE-PAID LEGAL SERVICES INC. Total			\$	146.45
PROJECT SUPPORT SERVICES INC	7/15/2022	4013612 210	\$	2,250.00
PROJECT SUPPORT SERVICES INC Total			\$	2,250.00
PSYCHED SERVICES	7/8/2022	4013577 080	\$	7,390.00
	7/22/2022	4013766 080	\$	3,500.00
PSYCHED SERVICES Total			\$	10,890.00
QUADIENT, INC.	7/29/2022	4013819 010	\$	417.60
QUADIENT, INC. Total			\$	417.60
QUICKLAUNCH LLC	7/15/2022	4013630 010	\$	22,280.00
QUICKLAUNCH LLC Total			\$	22,280.00
R & R REFRIGERATION & AIR	7/8/2022	4013578 130	\$	948.03
R & R REFRIGERATION & AIR Total			\$	948.03
RANDALL E. KLEIN	7/28/2022	4013797 010	\$	1,152.00
RANDALL E. KLEIN Total			\$	1,152.00
READING PARTNERS	7/22/2022	4013759 010	\$	5,000.00
			060 \$	25,000.00
READING PARTNERS Total			\$	30,000.00
RECOLOGY SOUTH BAY	7/8/2022	4013587 010	\$	18,122.05
	7/21/2022	4013699 010	\$	3,747.46
RECOLOGY SOUTH BAY Total			\$	21,869.51
REHON & ROBERTS APC	7/25/2022	4013782 010	\$	8,250.00
			210 \$	13,933.70
REHON & ROBERTS APC Total			\$	22,183.70
RFC WIRELESS INC	7/15/2022	4013628 010	\$	45,312.00
RFC WIRELESS INC Total			\$	45,312.00
RMC A RAY MORGAN COMPANY	7/15/2022	4013620 010	\$	55.72
			060 \$	297.18

AP Check Register - Pivot Table Summary by Vendor
July 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
RMC A RAY MORGAN COMPANY	7/28/2022	4013791	010	\$ 81.72
			130	\$ 756.93
		4013795	010	\$ 7,587.96
			060	\$ 661.49
			080	\$ 756.40
	7/29/2022	4013824	010	\$ 12.13
RMC A RAY MORGAN COMPANY Total				\$ 10,209.53
RO HEALTH INC.	7/21/2022	4013700	010	\$ 16,830.15
	7/22/2022	4013767	010	\$ 3,539.40
RO HEALTH INC. Total				\$ 20,369.55
ROBINSON CREATIVE INC.	7/28/2022	4013798	010	\$ 9,782.08
ROBINSON CREATIVE INC. Total				\$ 9,782.08
RODAN ENTERPRISES INC.	7/22/2022	4013760	010	\$ 1,078.13
			130	\$ 116.00
	7/29/2022	4013808	010	\$ 283.00
RODAN ENTERPRISES INC. Total				\$ 1,477.13
ROLLINS INC.	7/22/2022	4013768	050	\$ 5,310.00
	7/29/2022	4013820	050	\$ 148.36
ROLLINS INC. Total				\$ 5,458.36
ROSA PIMENTEL ALI	7/21/2022	4013676	010	\$ 265.01
ROSA PIMENTEL ALI Total				\$ 265.01
ROSITA L. DAUGHTRY	7/13/2022	4013600	010	\$ 214.10
ROSITA L. DAUGHTRY Total				\$ 214.10
SABINA MURESAN	7/15/2022	4013644	010	\$ 46.80
SABINA MURESAN Total				\$ 46.80
SAGE PUBLICATIONS INC.	7/15/2022	4013645	010	\$ 336.26
SAGE PUBLICATIONS INC. Total				\$ 336.26
SAN JOAQUIN COUNTY OFFICE	7/21/2022	4013693	080	\$ 1,100.00
SAN JOAQUIN COUNTY OFFICE Total				\$ 1,100.00
SAN JOSE BOILER WORKS	7/15/2022	4013646	050	\$ 826.50
SAN JOSE BOILER WORKS Total				\$ 826.50
SAN JOSE WATER COMPANY	7/8/2022	4013588	010	\$ 85,655.41
SAN JOSE WATER COMPANY Total				\$ 85,655.41
SANTA CLARA & SAN BENITO COUNT	7/22/2022	4013732	010	\$ 200.00
SANTA CLARA & SAN BENITO COUNT Total				\$ 200.00
SANTA CLARA COUNTY OFFICE OF	7/15/2022	4013615	060	\$ 1,007.94
	7/21/2022	4013701	060	\$ 2,025.00
	7/28/2022	4013792	060	\$ 13.65
SANTA CLARA COUNTY OFFICE OF Total				\$ 3,046.59
SCHOLASTIC INC.	7/8/2022	4013579	060	\$ 426.01
		4013580	060	\$ 2,193.05
SCHOLASTIC INC. Total				\$ 2,619.06
SCHOOL HEALTH CORPORATION	7/29/2022	4013821	080	\$ 764.55
SCHOOL HEALTH CORPORATION Total				\$ 764.55
SCHOOL INNOVATIONS &	7/15/2022	4013629	010	\$ 68,800.00
SCHOOL INNOVATIONS & Total				\$ 68,800.00
SCHOOL SERVICES OF CALIFORNIA	7/8/2022	4013581	010	\$ 500.00

AP Check Register - Pivot Table Summary by Vendor
July 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SCHOOL SERVICES OF CALIFORNIA	7/22/2022	4013733 010	\$	355.00
SCHOOL SERVICES OF CALIFORNIA Total			\$	855.00
SCOTT LINN MCCOY	7/8/2022	4013582 010	\$	975.00
SCOTT LINN MCCOY Total			\$	975.00
SECOND START LEARNING	7/21/2022	4013687 080	\$	3,232.00
SECOND START LEARNING Total			\$	3,232.00
SEEDS COMMUNITY RESOLUTION	7/8/2022	4013583 060	\$	27,375.00
SEEDS COMMUNITY RESOLUTION Total			\$	27,375.00
SELF INSURED SCHOOLS OF	7/12/2022	4013598 670	\$	805,946.00
SELF INSURED SCHOOLS OF Total			\$	805,946.00
SERVICE STATION SYSTEMS	7/15/2022	4013647 010	\$	275.00
SERVICE STATION SYSTEMS Total			\$	275.00
SEVERIN INTERMEDIATE HOLDINGS	7/21/2022	4013694 010	\$	14,439.87
SEVERIN INTERMEDIATE HOLDINGS Total			\$	14,439.87
SF CABLE INC.	7/15/2022	4013613 060	\$	228.42
SF CABLE INC. Total			\$	228.42
SFCC INTERMEDIATEHOLDINGS INC	7/21/2022	4013702 010	\$	154.82
	7/25/2022	4013773 010	\$	216.52
SFCC INTERMEDIATEHOLDINGS INC Total			\$	371.34
SILICON VALLEY EDUCATION	7/25/2022	4013774 010	\$	89,865.26
SILICON VALLEY EDUCATION Total			\$	89,865.26
SOUTHERN COUNTIES LUBRICANTS	7/15/2022	4013648 010	\$	29,731.12
SOUTHERN COUNTIES LUBRICANTS Total			\$	29,731.12
SPRINGBOARD COLLABORATIVE	7/29/2022	4013825 060	\$	25,500.00
SPRINGBOARD COLLABORATIVE Total			\$	25,500.00
SPURR	7/8/2022	4013589 010	\$	9,017.20
	7/15/2022	4013649 010	\$	5,659.84
SPURR Total			\$	14,677.04
STATE OF CA - BOARD OF	7/21/2022	4013715 060	\$	58.57
		210	\$	3,515.43
STATE OF CA - BOARD OF Total			\$	3,574.00
STATE OF CALIFORNIA	7/22/2022	4013769 010	\$	1,472.00
STATE OF CALIFORNIA Total			\$	1,472.00
STLR CORPORATION	7/15/2022	4013650 010	\$	525.00
STLR CORPORATION Total			\$	525.00
SUNBELT RENTALS INC.	7/21/2022	4013677 050	\$	2,572.23
SUNBELT RENTALS INC. Total			\$	2,572.23
SUNDANCE / NEWBRIDGE LLC	7/21/2022	4013703 060	\$	150.40
SUNDANCE / NEWBRIDGE LLC Total			\$	150.40
SUPER DUPER INC	7/22/2022	4013734 080	\$	1,406.57
SUPER DUPER INC Total			\$	1,406.57
SUTHERLAND CONSULTING GROUP	7/28/2022	4013785 010	\$	9,649.00
SUTHERLAND CONSULTING GROUP Total			\$	9,649.00
SYSCLOUD INC.	7/8/2022	4013552 010	\$	7,000.00
SYSCLOUD INC. Total			\$	7,000.00
SYSCO SAN FRANCISCO INC.	7/15/2022	4013651 130	\$	2,657.21
SYSCO SAN FRANCISCO INC. Total			\$	2,657.21

AP Check Register - Pivot Table Summary by Vendor
July 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
TANU KOHLI	7/8/2022	4013584	060	\$ 95.00
TANU KOHLI Total				\$ 95.00
TEACHER SYNERGY LLC	7/22/2022	4013770	060	\$ 1,700.00
TEACHER SYNERGY LLC Total				\$ 1,700.00
TEAMSTERS LOCAL #150	7/28/2022	4013802	010	\$ 5,998.00
TEAMSTERS LOCAL #150 Total				\$ 5,998.00
TEAMSTERS MANAGED TRUST FUNDS	7/12/2022	4013599	670	\$ 217,622.00
TEAMSTERS MANAGED TRUST FUNDS Total				\$ 217,622.00
THE CREEKSIDE SCHOOL	7/15/2022	4013614	080	\$ 7,214.52
THE CREEKSIDE SCHOOL Total				\$ 7,214.52
THE ENVISIONEERS INC	7/25/2022	4013775	010	\$ 9,681.15
THE ENVISIONEERS INC Total				\$ 9,681.15
THINK TOGETHER	7/8/2022	4013585	060	\$ 36,289.00
	7/15/2022	4013652	060	\$ 87,750.00
	7/25/2022	4013776	010	\$ 74,679.00
			120	\$ 208,947.30
THINK TOGETHER Total				\$ 407,665.30
TRACY LYNN LOFTIN	7/21/2022	4013712	010	\$ 143.63
TRACY LYNN LOFTIN Total				\$ 143.63
TUTORWORKS INC.	7/25/2022	4013777	010	\$ 20,166.30
TUTORWORKS INC. Total				\$ 20,166.30
U.S. BANK	7/22/2022	4013735	210	\$ 2,850.00
		4013742	010	\$ 5,676.43
			130	\$ 693.95
U.S. BANK Total				\$ 9,220.38
UNITED OF OMAHA	7/28/2022	4013796	010	\$ 634,306.00
UNITED OF OMAHA Total				\$ 634,306.00
UNITED PARCEL SERVICE	7/12/2022	4013594	010	\$ 179.73
UNITED PARCEL SERVICE Total				\$ 179.73
UNITEDHEALTHCARE INSURANCE	7/21/2022	4013716	670	\$ 18,545.59
UNITEDHEALTHCARE INSURANCE Total				\$ 18,545.59
VALLEY TRANSPORTATION AUTH.	7/21/2022	4013713	060	\$ 3,438.50
		4013714	060	\$ 3,330.00
VALLEY TRANSPORTATION AUTH. Total				\$ 6,768.50
WARDS AUTO SUPPLY, INC	7/15/2022	4013653	010	\$ 3,008.50
	7/22/2022	4013771	010	\$ 1,692.87
WARDS AUTO SUPPLY, INC Total				\$ 4,701.37
WATER QUALITY PLUMBING INC	7/8/2022	4013586	050	\$ 4,345.00
WATER QUALITY PLUMBING INC Total				\$ 4,345.00
WEX Health Inc	7/15/2022	4013621	670	\$ 60.00
WEX Health Inc Total				\$ 60.00
WOWZY CREATION CORP.	7/21/2022	4013704	010	\$ 876.46
WOWZY CREATION CORP. Total				\$ 876.46
YENY ROSALES	7/15/2022	4013654	060	\$ 113.14
YENY ROSALES Total				\$ 113.14
YMCA OF SILICON VALLEY	7/15/2022	4013655	010	\$ 60,016.94
			060	\$ 24,401.46

AP Check Register - Pivot Table Summary by Vendor
July 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
YMCA OF SILICON VALLEY	7/25/2022	4013778	010	\$ 78,944.00
YMCA OF SILICON VALLEY Total				\$ 163,362.40
ZUM SERVICES INC	7/21/2022	4013705	010	\$ 2,644.25
ZUM SERVICES INC Total				\$ 2,644.25
Grand Total				\$ 5,556,201.39

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

13.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve/Ratify Notices of Employment and Changes of Status/August 11, 2022.

Staff Analysis:

This item includes recommendations such as new hires, leaves of absence, or other changes in employee status.

Recommendation:

District administration is recommending that the Board of Trustees approve the hiring of any new employee, and any change of status for existing employees.

Submitted by: Cesar Torrico



Title: Assistant Superintendent, Human Resources

To the Board of Trustees:

Recommend Approval

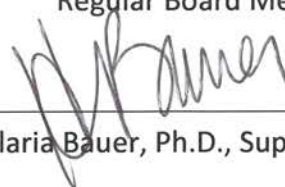
13.05

Agenda Placement

Meeting:

August 11, 2022

Regular Board Meeting



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
August 11, 2022**

CERTIFICATED OFFER OF EMPLOYMENT:

I. New Hire-Substitute Teacher:

- | | |
|------------------------|------------|
| 1. Balilo, Sarah | 07/13/2022 |
| 2. Gonzalez, Alejandro | 06/08/2022 |

II. Short Term Student Counselor Services Agreement:

- | | |
|----------------------|-----------------------|
| 1. Vargas, Stephanie | 08/01/2022-06/30/2023 |
|----------------------|-----------------------|

III. Employee Contracts:

- | | | |
|------------------------|------------------------|-----------------------|
| 1. Loia, Tiffany | New Teacher Support | 08/01/2022-06/30/2023 |
| 2. Loman, Brenda | New Teacher Support | 08/01/2022-06/30/2023 |
| 3. Raquedan, Christina | Occupational Therapist | 07/01/2022-06/30/2023 |

CERTIFICATED CHANGES OF STATUS:

I. Retirements:

- | | | |
|-----------------------|-----------------------------------|------------|
| 1. Harrison, Julianne | Core/Aptitud Academy | 06/10/2022 |
| 2. Pham, Quinhon Thi | TK/Painter Dual Immersion Program | 06/10/2022 |

II. Initial Variable Term Credential Waiver Request:

- | | |
|------------------------------|--|
| 1. Aguilar-Fernandez, Silvia | Multiple Subject with BCLAD: Spanish Authorization |
| 2. Charest, Iris | Administrative Services Credential |
| 3. Doherty, Jennifer | Administrative Services Credential |
| 4. Garcia, Vanessa | Administrative Services Credential |
| 5. Hernandez-Rivera, Nerelyn | BLCAD – Spanish Authorization |
| 6. Perez-Palomera, Celia | Multiple Subject Teaching Credential |
| 7. Soliveres, Shella | Mild/Moderate Teaching Credential |
| 8. Thomas, Maria | Administrative Services Credential |

III. Provisional Internship Permit:

- | | | |
|-----------------|----------------------------|------------|
| 1. Hill, Claire | RSP/Renaissance Academy II | 08/12/2022 |
|-----------------|----------------------------|------------|

CLASSIFIED PERSONNEL – August 11, 2022

CLASSIFIED OFFERS OF EMPLOYMENT:/

I. New Employee:

1. Caasi, Yvonne Vidal	School Office Assistant/McCollam	08/03/2022
2. Flores, Daniela Briyi Delgado	Community Liaison 9.5mo/Ocala	08/15/2022
3. Medina, Michelle	School Office Assistant/Ryan	08/04/2022
4. Phan, Cindy	Paraeducator Special Education II/McCollam	08/15/2022

II. Change of Status:

1. Khakipour, Maryam	Paraeducator Special Education II/Ryan	08/15/2022
2. Saavedra, Irma	Paraeducator Special Education I/Adelante I	08/15/2022
3. Solis, Rubi	School Administrative Assistant/Cureton	07/28/2022

III. Retirement:

1. Garcia, Jesus	Night Custodian II-Middle/Hubbard	01/24/2023
2. Leyva, Chris D	Landscape Maintenance Worker IV/M.O.T	10/01/2022
3. Marcial, Silvia	Campus Paraeducator/Ryan	06/11/2022

IV. Classified Substitute Personnel:

1. Alazalon, Angelo	Substitute Custodian	05/31/2022
2. Lugo, Gabriela	Substitute Clerical	06/23/2022
3. Ochoa, Maria	Substitute Child Nutrition Assistant	07/13/2022

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

13.06

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject : **CONTRACTS FOR PROFESSIONAL SERVICES – FIRMS/ORGANIZATIONS**

Staff Analysis:

The following contracts for professional services are being presented to the Board of Trustees for review and approval.

Recommendation:

Staff recommends approval of the following contracts for professional services on the attached sheet(s). Contract details are on file in the Purchasing Office.

Prepared by: Maria J. Martinez m.m. Title: Procurement Manager

Approved by: Kolvira Chheng K Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: August 11, 2022

Recommend Approval

Regular Board Meeting

13.06

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
August 11, 2022 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

<u>DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONSULTANT NAME</u>	<u>COST</u>	<u>PURPOSE</u>
Academic Services Barbara Campbell	08/12/22- 06/30/23	Association of California School Administrators (ACSA)	\$37,500.00	ACSA will provide on-going leadership coaching and training for Administrators Primavera Hernandez, Rogelio Martinez, Julie Arroyo, Christina Sarianna, Jannet Galacia, Alecia Kelley, Danelle Finnen, Maria Lupita Gutierrez, Veronica Lara and one TBD for the 2022-2023 school year. Funding: General
Academic Services Maria Martinez	09/01/22- 08/31/23	Education Northwest	No Cost	Education Northwest will partner with ARUSD to provide experiences through practice teaching to bilingual SCU student teachers enrolled in a teaching credential program. In addition, Education Northwest will collect and share data. Funding: N/A
Academic Services Tara Bickford	09/01/22- 06/30/23	Planned Parenthood Mar Monte, Inc.	\$13,455.00	Planned Parenthood Mar Monte will facilitate 4.5 hours of sex education with 7th grade students & will provide puberty education lessons to 5th grade students district-wide. Lessons will be virtual and are aligned to meet the requirements of the California Healthy Youth Act. A parent preview night will be held to review lessons with parents, guardians & caregivers of ARUSD students. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Academic Services Jackie Montejano	08/15/22- 06/30/23	Seesaw Learning, Inc.	\$31,050.00	Seesaw will partner with ARUSD to support teachers with access to on-line, teacher created lessons and activities for all K-8 students. In addition, Seesaw will provide a communication platform for students and families and virtual teacher professional development. Funding: Restricted
Maintenance Ed Villarreal	07/01/22- 06/30/25	Bay Alarm Company	\$47,100.00	Multi-Year Service Contract: Due to several instances of theft and vandalism, it is necessary to upgrade the security system in the district's maintenance yard. Bay Alarm, the district's security system provider, has provided a real-time surveillance camera and live response system to monitor the maintenance yard. This will give faster response time to unauthorized intrusions in the maintenance yard, Year 1: \$24,300 Year 2 and year 3: \$11,400 Funding: Restricted
Maintenance Ed Villarreal	08/12/22- 06/30/23	California United Mechanical	\$20,000.00	Provide routine maintenance and service for the refrigerator and freezer units located districtwide. NTE Funding: Restricted
Maintenance Ed Villarreal	08/12/22- 06/30/23	Environmental Systems, Inc.	\$84,000.00	Provide HVAC maintenance and repair services as needed districtwide. NTE Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Special Education Anthony Colonna	06/01/22- 06/30/23	Beacon School	\$58,032.00	Beacon School is a certified, highly specialized nonpublic school that provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students. Due to the severity of their disability a non-public school placement is recommended. Funding: Restricted
State & Federal Sandra Garcia	09/01/22- 06/30/23	Girl Scouts of Northern California (GSN)	No Cost	GSN will provide ARUSD students the Discover Together (DT) & Got Choices (GC) programs at no cost. DT 1 day per week for 90 minutes, for 12 weeks at each site, GC 1 day per week for 60 minutes during the entire school year. Dates and times will be coordinated w/ school site. Funding: N/A
State & Federal Sandra Garcia	09/10/22- 06/30/23	GKS Education, LLC DBA: Sylvan Learning	\$99,000.00 NTE	Master Service Contract: Sylvan Learning offers SylvanSync and AceIT programs. They will provide tutoring services in reading or math to ARUSD students 2nd-8th grade for centrally organized student groups (Migrant, Foster or McKinney Vento) or at district schools. Funding: Various

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

State & Federal Sandra Garcia	08/16/22- 06/08/23	Little Heroes Inc.	\$31,000.00 Master Service Contract: NTE per site Little Heroes will provide youth development programs at up to 16 elementary schools in ARUSD to support and enrich student learning. Little Heroes staff is prepared to provide on-site or virtual programming, 9am-5pm Monday-Friday with exact hours to be mutually agreed upon. Funding: Various
State & Federal Sandra Garcia	09/15/22- 09/14/23	Panorama Education, Inc.	\$39,760.00 Panorama will provide District-wide climate and social-emotional learning surveys to students, families and staff at all ARUSD for the 2022-2023 SY. Staff training reports and professional development tools are also included in the contract cost. Funding: Restricted
State & Federal Sandra Garcia	09/01/22- 06/30/23	Reading Partners	\$15,000.00 Master Service Contract: NTE per site Reading Partners will provide one-on-one reading support utilizing structured curriculum based materials to qualifying students at Aptitud Community Academy and San Antonio Elementary. Reading Partners will be provided on site/virtually with schedule to be agreed upon. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

State & Federal Sandra Garcia	09/12/22- 06/30/23	San Jose Grail Family Services (GFS)	\$10,000.00 NTE	GFS pairs students with reading tutors and provides parent workshops regarding the importance of reading aloud and sharing stories in the home. GFS will also provide on-site or virtual services to any TK/K and 1st grade students and their parents at Dorsa and San Antonio. Funding: Restricted
Transportation Ed Villarreal	08/11/22- 07/30/24	First Student, Inc.	\$738.00 includes 4 hours minimum	Master Service Contract (Multi-Year): Provide transportation for field trips, sports events, and enrichment programs. These services will include the extended summer school program for the 2022/2023, and 2023/2024 SY. Funding: Various
Transportation Ed Villarreal	08/12/22- 07/30/24	San Jose Charters, Inc.	\$836.00 includes 5 hours minimum	Master Service Contract (Multi-Year): Provide transportation for field trips, sports events, and enrichment programs. These services will include the extended summer school program for the 2022/2023, and 2023/2024 SY. Funding: Various
Transportation Ed Villarreal	07/01/22- 07/30/25	TAG/AMS, Inc.	\$10,500.00 for 3 years	Multi-Year Service Contract: Provide drug and alcohol testing for the Transportation department employees. (Pre-employment, random and reasonable suspicion). Cost is \$3,500 per year. Funding: Various



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Barbara Campbell

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

Name of Individual/Company: Association of California School Administrators (ACSA)

Address: 1029 J Street #500 City: Sacramento State: CA Zip: 95814

Phone: (916) 607-7895 Email Address: jcash@acsa.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 12, 2022 end date June 30, 2023

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

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

The Association of California School Administrators (ACSA) will provide on-going leadership coaching and training for Administrators Primavera Hernandez, Rogelio Martinez, Julie Arroyo, Christina Sarinana, Jannet Galacia, Alecia Kelley, Danelle Finnen, Maria Lupita Guterrez, Veronica Lara and one TBD for the 2022-23 school year.

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

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

☒ b. **Other:** \$37,500.00 (describe rate agreement) Coaching services for ten (10)

Administrators with one TBD. Program Fee is \$3,750 for each participant.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
010-0	000-0-5815-00	00-1110-1000	000000	\$37,500.00	305-5020	

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



**ASSOCIATION OF CALIFORNIA SCHOOL ADMINISTRATORS (ACSA)
/FOUNDATION FOR EDUCATIONAL ADMINISTRATION (FEA)
COACHING SERVICES AGREEMENT**

This contract is to verify that **Alum Rock Union School District** has agreed to allow the Association of California School Administrators/Foundation for Educational Administration (ACSA/FEA) to provide Clear Administrative Credential Services and/or Coaching Services for the personnel listed in Exhibits A & B.

PROGRAM: ACSA Silicon Valley- CACP Coaching Services
ACADEMIC YEARS: 2022-2023

PROGRAM #: ES-440

CONDITIONS OF AGREEMENT

Services for CACP Candidates are to include:

1. Clear Administrative Credential Program (CACP) Services
2. Coaching provided by a trained ACSA/FEA Leadership Coach
3. On-site job embedded, individualized, and confidential coaching services
4. Between three (3) and six (6) hours per month of coaching documented in Collaborative Coaching Logs
5. Goal oriented coaching supported by a detailed action plan
6. Additional phone and email access to coach, as needed by candidate
7. Coaching outcomes founded upon the California Professional Standards for Education Leaders (CPSEL)
8. Progress monitoring towards CACP outcomes and candidate completion
9. Collaborative candidate assessments: initial, formative, benchmark, and summative
10. Candidate documentation in online Learning Management System
11. Upon successful completion of program requirements, candidate is recommended for Clear Administrative Services Credential

Services for Non-credentialing coach recipients to include:

1. On-site job embedded, individualized, and confidential coaching services
2. Between three (3) and six (6) hours per month of coaching documented in Collaborative Coaching Logs
3. Goal oriented coaching supported by a detailed action plan
4. Additional phone and email access to coach, as needed by coaching recipient
5. Coaching outcomes founded upon the California Professional Standards for Education Leaders (CPSEL)
6. Progress monitoring towards goals and coaching recipient completion
7. Collaborative coaching recipient assessments: initial, formative, benchmark, and summative

CONTRACT DETAILS – ONE YEAR OF COACHING SERVICES

Charges for Coaching for academic years of: 2022-2023

Local Program: ACSA Silicon Valley ACSA Local Program Coordinator: Betsy Warren/George Manthey

Services to be provided at: To be determined by the Coach and Candidate/Coaching Recipient.

Alum Rock Union School District responsibilities:

Notify ACSA/FEA if any of the following conditions apply:

- Credential candidate or coaching recipient changes schools or positions
- Credential candidate or coaching recipient is no longer employed in an administrative position
- Credential candidate or coaching recipient takes a Leave of Absence

One Year of Clear Administrative Credential (CACP) Coach Services:

- Coach Services for one year = **\$3,750.00**
- Total for this contract = **\$37,500.00** X 10 participants (see Exhibit B)
- Due and payable 30 days after execution of this Agreement.

Payment Information:

Purchase Order – make payable to Foundation for Educational Administrators

Mail to: ACSA, 1575 Bayshore Highway, Suite 300, Burlingame, CA 94010, Attn: Clear Credential or email to credentialing@acsa.org.

Contracted Time Period: July 1, 2022 to June 30, 2023

By signing below, the representative for **Alum Rock Union School District**, agrees to and understands the Coaching Services Agreement conditions listed above.

Tracy Robinson

Tracy Robinson, Ed.D.
Senior Director, ACSA Educational Services

Jul 26, 2022

Date

Barbara Campbell *PC*
Barbara Campbell, Assistant Superintendent - Instructional Services
Alum Rock Union School District

7/25/22
Date

Signer's Email

Signer's Direct Phone

Hilaria Bauer, Ph.D., Superintendent
Alum Rock Union School District

Date

Signer's Email

Signer's Direct Phone

Exhibit A

Candidate	Position	School
Year 1: CaCP Candidates (Cohort Fall 2022-2024 Clear Administrative Credential)		
Primavera Hernandez	Assistant Principal	Renaissance Academy
Rogelio Martinez	Assistant Principal	Adelante I
Julie Arroyo	Assistant Principal	Adelante II
Christina Sarinana	Assistant Principal	Renaissance Academy
Jannet Galacia	Assistant Principal	Renaissance Academy
TBC		
Non-Credential Coaching Recipients 22-23		
Alicia Kelley	Principal	Dorsa
Danielle Finnen	Principal	Renaissance Academy
Maria Gutierrez	Principal	Adelante I
Veronica Lara	Assistant Principal	Sheppard

CACP Year One Candidates	Coaches	Coach Service Fees	
		Year 1	Year 2
2022-2024 Cohort			
Primavera Hernandez	TBD	\$ 3,750.00	\$ 3,750.00
Rogelio Martinez	Brian Schmaedick	\$ 3,750.00	\$ 3,750.00
Julie Arroyo	Brian Schmaedick	\$ 3,750.00	\$ 3,750.00
Christina Sarinana	Greta Salmi	\$ 3,750.00	\$ 3,750.00
Jannet Galacia	Brian Schmaedick	\$ 3,750.00	\$ 3,750.00
TBC		\$ 3,750.00	\$ 3,750.00
	Subtotals	\$ 22,500.00	\$ 22,500.00
Non-Credential 2022-2023			
Alicia Kelley	Brian Schmaedick	\$ 3,750.00	0
Danielle Finnen	Brian Schmaedick	\$ 3,750.00	0
Maria Gutierrez	Brian Schmaedick	\$ 3,750.00	0
Veronica Lara	Phyllis Rodgers	\$ 3,750.00	0
	Subtotals	\$ 15,000.00	\$ -
TOTALS		\$ 37,500.00	\$ 22,500.00
CONTRACT TOTAL		\$ 37,500.00	



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: _____

Academic Services (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☒ **MOU** (negotiated Agreement)

☐ Exhibit B & C (Fingerprinting and TB Test)

☐ **MASTER CONTRACT PARTICIPATION**

☐ Scope of Work/Proposal

Note: All Contracts over \$5,000 require pre-approval.

* Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company: Education Northwest

Address: 1417 NW Everett St. Suite 310 City: Portland State: OR Zip: 97209

Phone: (503) 275-9597 Email: manuel.vazquez@educationnorthwest.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates September 1, 2022 end date August 31, 2023

CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Education Northwest will partner with Alum Rock Union School District to provide teaching experiences through practice teaching to bilingual SCU student teachers enrolled in a teaching credential program. In addition, Education Northwest will collect and share data.

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

 a. **Fee Rate:** \$ _____ per _____ Not to Exceed _____ of services.

 X b. **Other:** \$ Zero cost

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-1000-

Accountant Initials _____

000000-305-7221

Accountant Initials _____

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Maria Masto Date: 7-25-22

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

Data Sharing Agreement

Providing for the disclosure of personally identifiable information about students or family members

Project Name: MALLI Impact Study

Data Provider (Organization Name)

Name: Alum Rock Union School District

Address: 2930 Gay Ave., San Jose, CA 95127

Data Requester

Name: Education Northwest

Address: 1417 NW Everett St., Suite 310; Portland, OR 97209

Primary Project Lead

Name: Manuel Vazquez Cano

Title: Senior Research and Evaluation Advisor

Phone: (503) 275-9597

Email: manuel.vazquez@educationnorthwest.org

This data sharing agreement is entered into between our two organizations for the purpose of (check one):

- ☐ Research to improve instruction with Education Northwest conducting studies for, or on behalf of, educational agencies or institutions
- ☒ Evaluation of a federal- or state-supported education program with Education Northwest acting as an authorized representative of the agency providing the requested data

- ☐ Contractually fulfilling institutional services or functions outsourced by the school with Education Northwest serving as a school official

The provisions of the agreement are intended to ensure compliance with applicable federal and state laws and regulations protecting the privacy of citizens including the Family Educational Rights and Privacy Act (FERPA). Personally identifiable information obtained in any form will be maintained and transmitted in a secure manner, in compliance with Education Northwest's Procedures Manual, Section 303-4, *Maintaining Security of Personally Identifiable Student and Family Information*. Such data will be used only for the purposes of the project named above and only by representatives of Education Northwest who need access to fulfill the stated purposes. Access will be allowed according to their role in the project: initial review and partial de-identification, data cleaning and preparation or similar support, research analysis and reporting, non-disclosure review, and technical support. Education Northwest will not re-disclose any information in a personally identifiable way.

An attached statement by the Primary Project Lead describes the following elements of the data sharing agreement and is included in this agreement by reference:

- **Purpose of Agreement**, stating the project goals and expected benefits to students, educators, researchers, or other groups. Identify the funding organization and the name of the organization(s) for which Education Northwest is conducting the project for.
- **Proposed Research Study or Technical Assistance**, describing the scope of work and, where applicable, statistical methods for analysis, how results will be reported, as well as to whom. Also, the justification for requesting personally identifiable information (PII) is provided.
- **Description of Data** being requested by Education Northwest, defined by categories of data with examples of specific fields, as well as other parameters such as years of data being requested. Other data sources that will or may be combined with the requested data are indicated.
- **Period of Agreement**, stating start and end dates for the term that the data are needed for analysis, publication review, potential research audits, or other needs relevant to the named project and the means for disposition of the data at the end of the term.

All the provisions stated above and in the Primary Project Lead Statement that has been incorporated by reference are in effect unless amended by written agreement.

Education Northwest Representative [authorized signer]

Name (printed): Patricia Wood

Title: Chief Executive Officer

Signature:  EF52770D16BB401...

Date: 7/11/2022

Representative of the Organization that Is Providing Data [authorized signer]

Name (printed): Dr. Hilaria Bauer Title: Superintendent

Signature: _____ Date: _____

Education Northwest FERPA Compliance Review: 

Education Northwest Finance Office Review: 

Purpose of agreement: Math and Language, Literacy Integration (MALLI) in Dual Language Settings, funded by the Office of English Language Acquisition, is a professional development program offered at Santa Clara University (SCU) and the University of Texas San Antonio (UTSA), in partnership with the University of California at Santa Cruz (UCSC). The program serves bilingual preservice teachers, cooperating teachers, and parents of students in bilingual classrooms. Cooperating teachers learn about methods for integrating math, literacy, and language instruction and methods for mentoring preservice teachers. Preservice teachers learn about the same math methods and complete their clinical student teaching experience in the dual language classroom of a MALLI cooperating teacher.

Multiple districts partnered with SCU and UTSA to implement the MALLI program, including Alum Rock Union School district. To date, at least 8 Alum Rock Union teachers have participated in the MALLI program -- 5 in-service teachers and 3 novice teachers who received professional development through MALLI during their pre-service program. As part of the original agreement to participate in MALLI, Alum Rock Unified Elementary agreed to share data with Education Northwest to research the project impact on student outcomes.

Currently in its final year, MALLI’s external evaluator, Education Northwest, is conducting an impact evaluation. The MALLI impact study plans to examine English proficiency, Math, and English language arts assessment outcomes of students taught by MALLI participants (treatment group) compared to other similar students taught by similar teachers (comparison group). As part of the original requirements, Office of English Language Acquisition (OELA) program officers expect the impact study to meet What Works Clearinghouse (WWC) standards for review. To do so, we must establish that the treatment and the comparison group had characteristics that were similar (equivalent) at the start of the study (baseline), including on assessment scores. Although the treatment is at the teacher level, the outcomes we examine are at the student level. This means that we need student and teacher level data across multiple year to answer the study’s research question (table 1).

Table 1. Research question and data sources needed

<i>Research Question</i>	<i>Data source(s)</i>
<i>To what extent does participation in MALLI by in-service and pre-service K-12 teachers impact the performance of participants’ EL students on state assessments of English language proficiency and mathematics compared to students who do not have a teacher who participated in MALLI?</i>	▪ <i>Student, teacher, and course roster level data</i>

Proposed analysis/use of the data: To answer the research question, we will use descriptive analysis and a quasi-experimental design. Descriptive statistics will be used to summarize

student's assessment outcomes and how those compare to other students who were taught by teachers that did not participate in MALLI. Sub-analysis will explore how teacher characteristics moderate student outcomes.

To estimate the impact of the program on student assessment outcomes, we will employ a two-stage matching design. In the first stage, we will match MALLI participants with comparable non-MALLI participants on variables such as race/ethnicity, gender, educational attainment, and years of experience. Once we have identified a group of comparable teachers, we will match students taught by MALLI teachers to comparable students taught by non-MALLI participants. We plan to match students on observable characteristics, such as race/ethnicity, gender, grade, IEP/ELL status, whether they qualify for free/reduced price lunch (FRPL), and scores on assessments in years prior to being instructed by MALLI teachers or comparable non-MALLI teachers. For these reasons, we need access to personal identifiable information and its use meets the FERPA exception related to evaluation of a federally supported education program. Upon completion of the impact study, Education Northwest and/or university partners will present the findings in a written report to Alum Rock Union School District. The report will also be shared with our university partners, publicly at academic conferences, and potentially through an academic publication. No participating district will be named in any reports or publication. Aside from the time it will take to share the data, Alum Rock Union School District will not pay for any of the cost associated with the study.

Description of requested data: We are requesting student and teacher level data. For both groups, we request demographic level data. For student-level data, we are also requesting enrollment and completion data and assessment data on measures of English proficiency and English language arts. For teacher-level data, we are requesting certificate/authorization information, educational background, and total years of experience. We want to be able to link students and teachers (e.g., which students were instructed by which teachers). For this reason, we also request classroom level such as the teacher of record for. If classroom identifiers are not available, we can also use course data to try to link students and teachers.

Table 2. Data requested by student, teacher, classroom, and school level

	Data should include all elementary students from 2016-2017 to 2022-2023 school years, as available

<p>Student and classroom information</p>	<ul style="list-style-type: none"> • Unique student identifier • School year • School name • Grade • Race/ethnicity • Gender • Age (date of birth) • IEP status • English language learner status • Primary language or other language spoken at home • English language identification and exit dates • ELPAC overall scores and by domain (speaking, listening, reading, and listening) - scale score and performance level • Free/reduced lunch status • Math Smarter Balanced assessment scores (scale score and performance level) including alternate assessment • Unique teacher identifier (teacher of record, same as provided in staff data to allow for matching) • Indicator if the class is a dual language class
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Other Staff-level data	<ul style="list-style-type: none"> • Unique teacher identifier (same as provided in student data to allow for matching) • School name • School year • Race/ethnicity • Years of experience in the district and years of experience outside of the district (or total years of experience as a classroom teacher) • Teacher credential, authorization, endorsements earned, and dates completed <p>Other information (not critical but helpful if easy to add)</p> <ul style="list-style-type: none"> • Gender • Teacher credential assessment results (e.g., CalTPA, CBEST) • Primary language or information about language fluency in language other than English • Highest degree attained • Age
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Statements of data security and confidentiality

All parties are authorized to share identifiable student information to conduct research studies to improve instruction as permitted under the Family Educational Rights Privacy Act, or FERPA (20 U.S.C. § 1232g; 34 CFR Part 99). The parties understand and agree to be in compliance with the applicable provisions of 34 CFR Part 99 and 5 U.S.C. 552a (Privacy Act of 1974) regarding the misuse of confidential information.

All parties agree that all PII exchanged will be protected, stored, disposed of, and otherwise kept confidential, as required by applicable state and federal law, including FERPA.

Individual student data shall be stored in accordance with each party's established privacy protection procedures. At Education Northwest, the data will be placed on a secure terminal server. Any security breach, loss, or misuse of PII requires notification of the affected parties. Such notifications will be undertaken jointly among the parties to this Data Sharing Agreement, after consultation with the impacted agencies. The study shall be conducted in a manner that does not permit personal identification of students by anyone other than representatives of a party with legitimate interests. The offices, employees, and agents of each party may use PII from the other signatory's education records only for the purposes of the study as stated in this data-sharing agreement. PII received from another party will be retained only as long as required for the study and will be destroyed on termination of this agreement. Each party

acknowledges that if it violates these conditions, it will not be allowed access to PII from education records for at least five years.

Data transfer and storage

Student-level data from Alum Rock Union School District will be stored on Education Northwest's secure data servers. Education Northwest researchers reach the terminal server from their regular office workstations by Remote Desktop Services (RDS) with all applications, data processing, and data storage kept on the terminal server which is in a locked area limited to IT staff. Offsite Education Northwest employees have access to terminal server using remote desktop protocol (RDP) over virtual private network (VPN) connections with the data, applications, and processing software housed on Education Northwest's secure server. External access to the EdNW Terminal Server is provided utilizing a TLS/SSL encrypted Remote Desktop connection. External connections are further secured by requiring both NLA (Network Level Authentication), and MFA (Multi-Factor Authentication) for additional identity verification. PII data is strictly prohibited from being stored on the individual computers of employees.

Data are used only for the purposes of the project, described in the data-sharing agreement, and only by representatives of Education Northwest and research partners at University of California-Santa Cruz who need access to fulfill the stated purposes. Data are stored in project folders on the terminal server, and only accessible by project staff members approved to work on the specific project. Data cannot be extracted from a computer file or database by unauthorized individuals.

Researchers can request the transfer of files from the terminal server only if they contain summary data derived from individual-level records. Disclosure avoidance techniques (such as suppression of small values or blurring by collapsing variables or rounding) must be used to remove confidential information and prevent re-identification of individuals. Education Northwest complies with rules for minimum group size established by the relevant data providers and by the Institute for Education Science (IES).

Education Northwest complies with applicable federal and state laws and regulations protecting the privacy of study participants, including the requirements of the Family Educational Rights and Privacy Act (FERPA). All personally identifiable information (PII) exchanged will be protected, stored, disposed of, and otherwise kept confidential, as required by applicable state and federal law.

Period of Agreement: This project is planned to begin in June 2022 and end in September 2023. Education Northwest will retain the data for one year after the project to allow for potential research audits or extensions. All PII will be destroyed using a wipe utility which overwrites the data at least three (3) times using either random or single character data on or before September 30, 2024.

Termination

- This Agreement may be terminated at any time by mutual written agreement of the Parties.
- Any Party may terminate this Agreement upon 30 days written notice to the other Party.
- Any Party may terminate this Agreement immediately if Education Northwest, or any of its officers, employees, or agents, discloses or uses the information provided pursuant to this Agreement in any way other than as provided in this Agreement or if any such use or disclosure violates any applicable state or federal laws.
- Any Party may terminate this Agreement immediately if Education Northwest, or any of its officers, employees, or agents, discloses or uses the information provided pursuant to this Agreement in any way other than as provided in this Agreement or if any such use or disclosure violates any applicable state or federal laws.
- This agreement may be renegotiated to incorporate change upon notification in writing to all signatory organizations and approval by all signatories.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Academic Services (School/Dept.)

VENDOR NO. 16185

PROGRAM MANAGER: Tara Bickford

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: Planned Parenthood Mar Monte, Inc.

Address: 1605 The Alameda City: San Jose State: CA Zip: 95126

Phone: (408) 893 - 4189 Email Address: lindsay_barbic@ppmarmonte.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 1, 2022 end date June 30, 2023

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

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

Planned Parenthood Mar Monte will facilitate 4.5 hours of sex education with 7th grade students & will provide puberty education lessons to 5th grade students district-wide. Lessons will be virtual and are aligned to meet the requirements of the California Healthy Youth Act & Parent Preview Night will be held to review lessons with parents, guardians & caregivers of ARUESD students.

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

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

 X b. **Other:** \$ 13,455.00 (describe rate agreement) _____

5. **BUDGET CODE:** 010-0000-0-5815-00-1110-1000-000000-305-5210 LCAP 3.2

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Scope of Service

Site: Alum Rock Union School District (ARUSD)

PPMM will provide the following scope of services:

- 1) **Planned Parenthood Mar Monte (PPMM) Sex Education for Middle School** - PPMM will provide ARUSD 7th grade students' access to PPMM's Sex Ed Learning Platform. PPMM Sex Ed for Middle School aged youth is designed to provide young people with the knowledge and skills they need to develop healthy attitudes concerning their identity, growth and development, and relationships as well as building empathy and an understanding and respect for diversity. PPMM's Sex Ed for Middle School is aligned with the California Healthy Youth Act. Once students gain access to PPMM's Sex Ed Learning Platform, they will move through an age-appropriate, evidence-based, story-based, **asynchronous** learning journey with engaging activities and lessons embedded throughout the course. The average length of the course is 4.5 hours. Teachers may opt to assign the platform as an assignment to complete outside of class or may facilitate the courses during class time. PPMM will provide an instructional guide for teachers to optimize class discussion and facilitation.
- 2) **Puberty Education** – Planned Parenthood Mar Monte (PPMM) will provide lessons to 5th grade students ARUSD schools. Puberty education sessions are delivered on a digital learning format provided by PPMM. Sessions include topics from growth and development standards for 5th grade.
- 3) **Parent Previews**- PPMM will provide a digital preview for parents of ARUSD students. The preview will provide parents the opportunity to preview all content, slides, and videos that will be shared with their students.

Fees: \$10 per student

Quote: \$13,455 (discount applied)

Invoices may be provided upon request. Please contact Lindsay Barbic, Education Services Manager, for invoices or other inquiries.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Jacqueline Montejano

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

Name of Individual/Company: Seesaw

Address: 548 Market St, PMB 98963 City: San Francisco State: CA Zip: 94104

Phone: (____) _____ Email Address: annabel.lindau@seesaw.me

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 15, 2022 end date June 30, 2023

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

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

Seesaw will partner with ARUSD to support teachers with access to on-line, teacher created lessons and activities for all K-8 students. In addition, Seesaw will provide a communication platform for students and families and 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.

☒ b. **Other:** \$ 31,050.00 (describe rate agreement) _____

060-3010-0-5815-00-1110-1000-000000-360-1190 Title I

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC

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

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

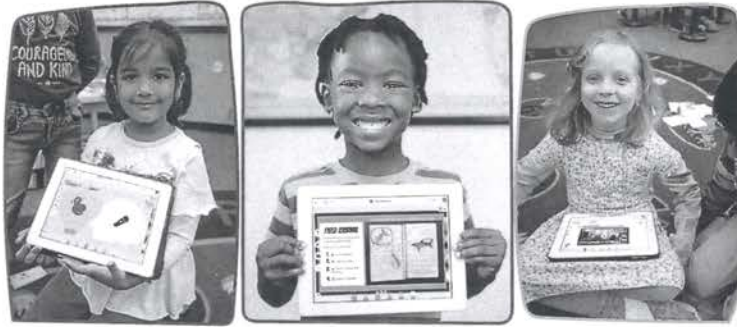
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



Seesaw Shapes the Elementary Classroom

Teachers, students, families, and school leaders work together to elevate learning.



The Best Interactive Learning Platform for PreK-5

Students Fully Express Their Learning

Multimodal tools open a clear window into students' minds. Drawing, video, voice recording, and more grow as students grow – from pre-kindergarten through elementary grades and beyond.

Family Engagement Soars

Intuitive communication tools build home-to-school connections. Built-in translation in 100+ languages empowers all families to participate in student growth.

Research-Based Curriculum Supports Your Vision

Seesaw Lessons strengthen what you're already doing. Aligned to your core curricula and standards, Seesaw Lessons are ready to assign in Seesaw.

Progress Monitoring Drives Outcomes

Capture the entire learning process as it unfolds. At-a-glance usage and mastery data make it easy to target instruction. See all learning related to an activity, standard, or student in one place.

Professional Learning Builds Confidence

Seesaw takes the lift off of schools and districts. From onboarding onward, new teachers get started and returning teachers get excited to accomplish even more.



Company Address 180 Montgomery St.
Suite 750
San Francisco, CA 94104
United States

Please send any billing questions to ar@seesaw.me

Bill To Name Alum Rock Elementary School District
Created Date 4/14/2022
Expiration Date 6/30/2022
Quote Number 00043500

Contract Summary

Contract Start Date 7/1/2022

Contract End Date 6/30/2023

of Students 5,500.00

Total Price USD 28,050.00

Grand Total USD 28,050.00

Contract Details

Product	Quantity	Sales Price	Total Price
Seesaw for Schools	5,500.00	USD 6.00	USD 33,000.00
Volume Discount (5,000 - 9,999)	5,500.00	USD -0.90	USD -4,950.00

Admin Sponsor (e.g. Principal, Director of Instructional Tech, etc.)

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress.

Name: JACKIE MONTEJANO

Email: JACKIE.MONTEJANO@ARUSD.ORG

Title: ED TECH ADMINISTRATOR

Phone: 408-928-6528

Seesaw Lead

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract.

Name: _____

Email: _____

Title: _____

Phone: _____

Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name: _____

Email: _____

Title: _____

Phone: _____

Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name: BRENDA ROSAS-GARCIA

Email: ACCOUNTS.PAYABLE@ARUSD.ORG

Title: SR. ACCT. ASSISTANT (AP)

Phone: 408-928-6400

School Address



State: _____

Zip / Post Code: _____

If you are purchasing professional development sessions, they must be scheduled and delivered within 1 year of the contract start date. Sessions not used by this time will expire.

This contract, including the number of students and amount, is a non-adjustable binding agreement. By signing, your school or district agrees to pay the full amount quoted per the payment schedule above. Please make sure you have proper payment authorization (including a PO # if required) before signing.

Please read and acknowledge the attached terms and conditions

By signing below, I acknowledge that I have read, understand, and accept the Terms and Conditions as defined above.

Name: _____

Title: _____

Email: _____

PO Number (if required): _____

Accepted By: _____



Company Address 180 Montgomery St.
Suite 750
San Francisco, CA 94104
United States

Please send any billing questions to ar@seesaw.me

Bill To Name Alum Rock Elementary School District
Created Date 6/27/2022
Expiration Date 8/1/2022
Quote Number 00048233

Contract Summary

Contract Start Date 7/1/2022

Contract End Date 6/30/2023

of Students 1.00

Contract Notes 3 Expert Led PD Sessions

Total Price USD 3,000.00

Tax USD 0.00

Grand Total USD 3,000.00

Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Professional Development - Starter Bundle	1.00	USD 3,000.00	USD 3,000.00	7/1/2022

Admin Sponsor (e.g. Principal, Director of Instructional Tech, etc.)

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress.

Name: JACKIE MONTEJANO

Email: JACKIE.MONTEJANO@ARUSD.ORG

Title: EDTECH ADMINISTRATOR

Phone: 408-928-6528

Seesaw Lead

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract.

Name: _____

Email: _____

Title: _____

Phone: _____

Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name: _____

Email: _____

Title: _____

Phone: _____

Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name: BRENDA ROSAS - GARCIA

Email: ACCOUNTS.PAYABLE@ARUSD.ORG

Title: SR. ACCT. ASSISTANT (AP)

Phone: 408-928-6400

School Address

Address: _____

City: _____



State: _____

Zip / Post Code: _____

Upon signing by Customer and submission to web.seesaw.me or your sales representative, this Order Form shall become legally binding unless this Order Form is rejected by Seesaw Learning, Inc. for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form.

Name: _____

Date: _____

Company: _____

Title: _____

Email: _____

PO Number (if required): _____

Accepted By: _____



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- Bay Alarm Co. - multi-year Service, 2022-2025

Date: July 28, 2022

Summary:

Due to several instances of theft and vandalism, it is necessary to upgrade the security system in the district's maintenance yard. Bay Alarm, the district's security system provider, has provided a real-time surveillance camera and live response system to monitor the maintenance yard. This will give a faster response time to unauthorized intrusion in the maintenance yard.

Recommendation:

Staff recommends that the Board of Trustees approve a multi-year contract with Bay Alarm Company for \$47,100.00 for three (3) years, 2022-2025 fiscal year.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Maintenance (School/Dept.) VENDOR NO. 21721

Submitted by: Ed Villarreal, Director

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

Name of Individual/Company: Bay Alarm Company

Address: 5130 Commercial Circle City: Concord State: CA Zip: 94520

Phone: (800) 610-1000 / 1-800-470-1000 Email Address: WWW.bayalarm.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2022 end date June 30, 2025

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

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

Multy Year contract. To provide live monitoring services to all District Office including installing cameras
to monitored all areas according to scope of work. Monitor parking lot , sheds, rear garage and warehouse.

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:** \$ 47,100. for the 3 yrs (describe rate agreement) \$12,900. installation charge one time only and
\$950.00 charge per month for a total of \$24,300.00 1st. year. \$11,400.00 2nd. year. \$11,400.00 3rd. year.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
010	0000	0	5870	00	0000	8100	000000	450	8140	\$47,100. (3 yrs.)	<i>M. Nunez</i> 7/27/22

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



CORPORATE OFFICE
5130 Commercial Cir. Concord, CA 94520
Sales: 1-800-610-1000 / Service: 1-800-470-1000
A Family Business Since 1946
www.bayalarm.com

Dear ARSD Team,

I would like to thank you for the opportunity to submit this Commercial Alarm Installation and Services Agreement for your review and approval. I am proud to say that Bay Alarm Company has grown to become the largest family owned & operated electronic security company in America. We have been protecting businesses like yours for over 70 years, and we currently service more than one-hundred and forty thousand customers.

Although we have grown to become one of the largest alarm companies in America, we still recognize the importance of quick and efficient service. You will immediately recognize the difference between Bay Alarm and the other companies when you experience our commitment to total customer satisfaction. This is accomplished through providing our customers with one point of contact for all of their needs. Bay Alarm's mission is to provide our customers with the highest level of security and fire protection in the industry.

As a leader in our industry, we are proud to be affiliated with the following associations and agencies:

California Alarm Association
The Monitoring Association
California Automatic Fire Alarm Association
Electronic Security Association
NetOne
National Fire Protection Association (NFPA)

Thank you for your consideration. If I can be of any assistance by providing clarification or additional information please feel free to contact me. To learn more about Bay Alarm Company, please visit us at www.bayalarm.com.

Sincerely,

Bradley Roberts
Enterprise Sales Representative

CSFM Automatic Fire Extinguishing Concern, Type 1 License, A-0471
California Contractor's License No. 880138
Alarm Operator's ACO License No. 28

Bay Alarm Company – What Have You Got To Lose?

**Bay Alarm Company
Scope of Work**

User Name: ARSD ALUM ROCK CORP YARD Site Phone Number: 000-000-0000
Site Address: 2930 GAY AVE, SAN JOSE, CA 95127

Scope of Work

User hereby authorizes Bay Alarm Company hereinafter "Bay", or assigns to install and/or provide monitoring and other services for a security and/or life safety System under the following conditions and agrees to pay the installation charges and the service charges described below to Bay's address, from the date the System is operational. This agreement is not a sale of the System, and the System will remain the property of Bay.

Bay Alarm to Install:

- (5) Axis Dome Cameras (Monitored) - Front East Parking, West Main Entry, Front Sheds,
Rear Entry From School, Rear Garage
- (3) Wall Mount for Dome Cameras - Front East Parking Camera, West Main Entry Camera,
Front Sheds Camera
- (2) Pole Mounts for Dome Cameras - Rear Entry From School Camera, Rear Garage Camera
- (3) Axis Network Talk Down Speaker - Front Sheds, West Main Entry, Rear Shed
- (1) 8 Port POE Switch - Front Warehouse
- (1) 4 Port POE Switch - Rear Shed
- (2) Cell Gateway for Network communication - Front Warehouse, Rear Shed
- (1) DMP Relay for Burglar Alarm Connection - Front Warehouse DMP Panel
- (1) DMP Output for Burglar Alarm Connection - Front Warehouse DMP Panel

Bay Alarm to Provide:

- (5) Axis Monitored Camera Licenses
- Cat6 Cabling
- Daily Lift Rental

Customer to Provide:

- Poles on Rear Shed for Camera Mounting

User desires no additional protection at this time, I.E. additional cameras

Pricing: The pricing set forth in this Agreement is based on the number of devices to be installed as set forth in the Scope of Work. If the actual number of devices installed is different than the number set forth in the Scope of Work, the price will be adjusted accordingly.

Bay Alarm Company – What Have You Got To Lose?

Pricing Summary/Special Provisions:

☒ New System or Takeover ☐ New Owner ☐ Addendum-Alteration Addition ☐ Cancels Former Agreement-Alteration Addition

Installation Price and Payment Summary: Total Installation Price: \$ 12,900.00 Deposit Due at Signing: \$ 6,450.00 Due Upon Completion of Prewire: \$ 0.00 Balance Due Upon Completion: \$ 6,450.00 Monthly Service Charge: \$ 950.00 Payable Quarterly in Advance	Type Service: <input type="checkbox"/> Intrusion Alarm <input type="checkbox"/> Fire Alarm Open/Closing Options <input type="checkbox"/> E-Autolog <input type="checkbox"/> BayNet Plus <input type="checkbox"/> Supervised: (Check one below) <input type="checkbox"/> Central Station Open/Closing <input type="checkbox"/> User Keypad Control <input type="checkbox"/> Video (addendum required) <input type="checkbox"/> BayLink <input checked="" type="checkbox"/> BayNet <input checked="" type="checkbox"/> CCTV <input type="checkbox"/> Access <input type="checkbox"/> Intercom <input type="checkbox"/> Total Connect Video <input type="checkbox"/> Total Connect 2.0 <input type="checkbox"/> Video Verification <input type="checkbox"/> Video Notification <input type="checkbox"/> Verified Response \$ (Verified Response is included in The total Monthly Service Fee) <input checked="" type="checkbox"/> Other LVM	Fire Test Frequency: <input type="checkbox"/> NFPA 72 <input type="checkbox"/> Sprinkler Inspection Service, Bay will inspect risers in accordance with C.C.R. Title 19 <input type="checkbox"/> Other: Fire Test Devices: <input type="checkbox"/> Panel Only <input type="checkbox"/> Panel & Fire Devices Communication Type: <input type="checkbox"/> Single Phone Line <input type="checkbox"/> Internet Protocol <input type="checkbox"/> Digital Cellular Alarm Back-UP <input checked="" type="checkbox"/> Digital Cellular Alarm Only <input type="checkbox"/> Other Industrial Monitoring: <input type="checkbox"/> Refrigeration <input type="checkbox"/> Temperature Control <input type="checkbox"/> Other
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FOR OFFICE USE ONLY

THE ENTIRE SYSTEM REMAINS THE PROPERTY OF BAY

ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

How to Get Service: Contact Bay at 1-800-470-1000. Bay will provide service as soon as reasonably possible.

If An Intrusion Alarm is Provided:

Glass break detectors, motion detectors, photo electric beams are for area detection only, User to provide a clear path.

Wireless Holdup Buttons: User is aware transmitter push button may cease operating without notice and function is affected by battery charge or distance from control unit. User agrees that Bay is neither responsible nor liable and holds Bay harmless from any consequences associated with this device. Wireless Devices: User is aware that it is User's responsibility to maintain and replace transmitter batteries when necessary. Bay will provide this service for a fee if User so desires. Local authorities may require that you obtain a permit or license to use a monitored alarm System. (See paragraph 6)

If a Takeover / Connect to User Owned Devices:

Bay to connect to and monitor or control User's owned equipment. Any work to be done on User owned equipment that exceeds one (1) hour will be on a time plus material basis at Bay's then prevailing rate including any repairs or modifications required to make System operational.

If a New Owner Labor Agreement:

Bay tests and inspects up to one (1) hour only. Any additional work that has not been contracted will be done on a time plus materials basis at Bay's then prevailing rate

If a UL Certificate Is Issued:

User understands and agrees that UL charges Bay an annual fee for their services. User will reimburse Bay for the fee. Bay will automatically renew agreement and certificate for same initial agreement term, unless notified thirty days in advance by User.

Progress Billing:

User understands and agrees that if there is a User caused interruption (i.e. User construction delay, remodeling, prewire, no power available, etc.) in Bay's ability to start and finish the installation and Bay must return at a later date to complete the installation, Bay will progress bill for a portion of work completed. A return trip charge may be incurred.

Network & VoIP:

User shall provide and maintain operational an Ethernet Network connected CAT-5 or higher cable with a RJ-45 plug termination at location specified by Bay. If required, User will provide I.P. address, gateway address and submask. If the Internet or Wireless Transmission is used as a primary or secondary transmission path, User will provide, at your expense, the necessary telecommunications connections facilities and required standby power. The Internet, radio

Bay Alarm Company – What Have You Got To Lose?

Service Agreement

ARSD ALUM ROCK CORP YARD

"User" and Bay Alarm

The agreement is made by and between

Company "Bay") and is effective for an initial period of **five years**, from date the System is operational. This agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of two (2) years each after the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, or its intention to terminate this agreement upon its original or any renewed expiration date.

Bay will install the system ("System") described in the Scope of Work section (s) and/or any additional continuation page (s), and will maintain, monitor, and provide other services pursuant to the terms and conditions of this agreement.

Installation will begin approximately 3-4 weeks, and will be completed approximately 1-2 weeks.

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. User agrees to pay in addition to charges stated herein all taxes, permits, fees, or any costs relating to the System imposed by any governmental or regulatory body or increases in charges made by the telephone company.

User understands there may be a direct telephone company charge for the installation of a telephone interface jack.

SCOPE OF WORK:

Services to be provided at the following location:

2930 GAY AVE, SAN JOSE, CA 95127

Total Installation Charge: \$ **12,900.00**

Total Monthly Service Charge Due Quarterly in Advance: \$ **950.00**

User Acceptance:

In accepting this agreement, User agrees to the terms and conditions herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the User may issue. Any changes in the System requested by the User after the execution of this agreement shall be paid for by the User and such charges shall be authorized in writing.

Bay Alarm Company:

Bradley Roberts

527588

Sales Representative

Agent #

User:

User's Signature

User's Printed Name and Title

Approved

Date

Date Signed

This agreement will not be effective until either approved by one of Bay's managers, or Bay begins the installation of the equipment or initiates service. In the event of disapproval, Bay's only obligation shall be to refund any monies paid by User to Bay. User acknowledges and agrees that User will not receive a copy of this agreement signed by Bay's manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement.

CSFM Automatic Fire Extinguishing Concern, Type 1 License, A-0471
California Contractor's License No. 880138
Alarm Operator's ACO License No. 28

Bay Alarm Company - What Have You Got To Lose?



ENTERPRISE SALES
5130 Commercial Circle · Concord, CA 94520
P.O. Box 8140 · Walnut Creek, CA 94596-8140
Direct: (925) 434-8623 · Fax: (925) 808-4536

A Family Business Since 1946
Cal Lic ACO 28
Contractors Lic. #880138

www.bayalarm.com
Sales: 1-800-610-1000
Service: 1-800-470-1000

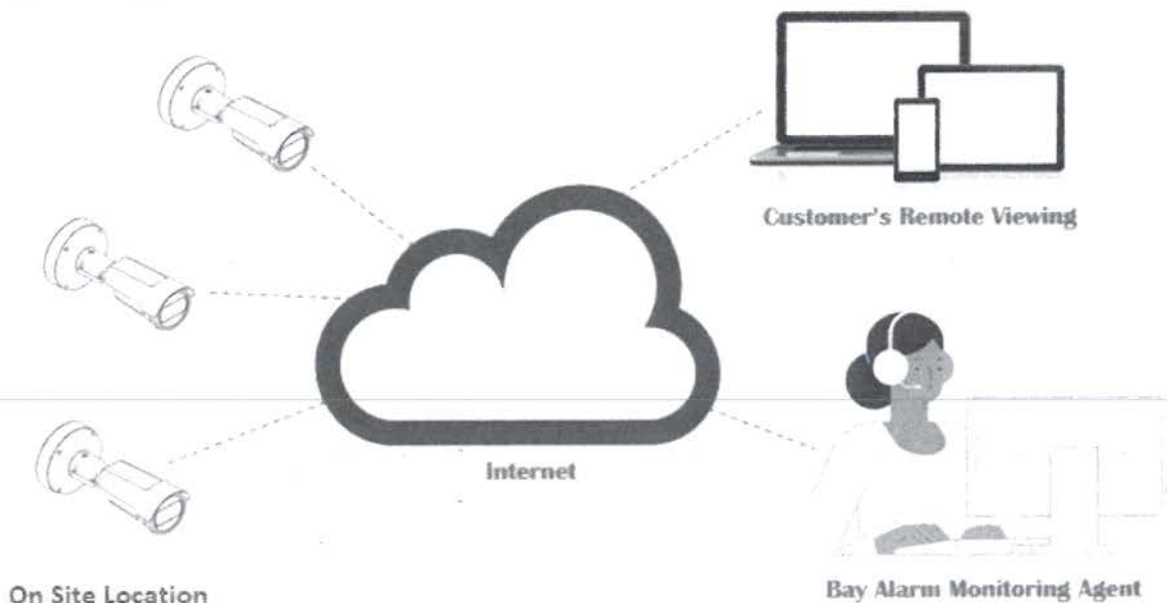
ARSD ALUM ROCK CORP YARD BAYGUARD LIVE PROPOSAL 2930 GAY AVE, SAN JOSE, CA 95127

PREPARED BY: BRADLEY ROBERTS

Bay Alarm's Live Video Monitoring service, branded as "BayGuard LIVE" provides a combination of high definition technology and human intervention to stop the act of crime and contact the proper authorities before it costs your business thousands of dollars in profits. With BayGuard LIVE you get:

- Live video monitoring of your security system after hours
- Interrupt trespassing and stop theft before it happens with audio commands
- A more secure environment for your outdoor assets

Bay Alarm's highly trained Monitoring Agents are alerted when an intruder has entered the protected area. They are immediately provided with a live feed from the onsite cameras. The monitoring agent will assess the threat, use audio commands to stop the action, and contact the proper authorities. Our advanced analytics enabled cameras provide an additional level of security allowing you to focus on your business while we focus on your security.



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www.bayalarm.com
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Service: 1-800-470-1000

SCOPE OF WORK

Front Yard System:

Bay Alarm to Install:

- (3) Axis Dome Cameras (**Monitored**)
- (3) Wall Mount for Dome Cameras
- (2) Axis Network Talk Down Speaker
- (1) 8 Port POE Switch
- (1) Cell Gateway for Network communication
- (1) DMP Relay for Burglar Alarm Connection
- (1) DMP Output for Burglar Alarm Connection

Bay Alarm to Provide:

- (3) Axis Monitored Camera Licenses
- (x) Cat6 Cabling



Bay Retained Equipment – Five Year Term

Installation Cost:	\$ 7,300.00
Monthly Full Service Maintenance & Monitoring:	\$ 550.00



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Direct: (925) 434-8623 · Fax: (925) 808-4536

A Family Business Since 1946
Cal Lic ACO 28
Contractors Lic. #880138

www.bayalarm.com
Sales: 1-800-610-1000
Service: 1-800-470-1000

Rear Yard System:

Bay Alarm to Install:

- (2) Axis Dome Cameras (Monitored)
- (2) Wall Mount for Dome Cameras
- (1) Axis Network Talk Down Speaker
- (1) 4 Port POE Switch
- (1) Cell Gateway for Network communication

Bay Alarm to Provide:

- (2) Axis Monitored Camera Licenses
- (x) Cat6 Cabling
- (x) Daily Lift rental

Customer to Provide:

- (x) Poles on Shed for Camera Mounting

Bay Retained Equipment – Five Year Term

Installation Cost:	\$ 5,600.00
Monthly Full Service Maintenance & Monitoring:	\$ 400.00



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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, Director of Maintenance, Operation & Transportation *K*

Re: Contract Approval-California United Mechanical, Inc., 2022-2023

Date: July 19, 2022

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 2022 - 2023 Fiscal Year.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: M.O.T.-Maintenance (School/Dept.)

VENDOR NO. 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: DHeath@uni1.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 12, 2022 end date June 30, 2023
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

Provide 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.

☒ b. **Other:** \$20,000.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
050	8150	0	5815	00	0000	8100	000000	450	8130	\$20,000.00	MW 1/28/22

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



SERVICE RATES & INFORMATION

Date: 6/27/2022
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 2022/2023 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:\$165.00
Overtime Rate:\$245.00
Holiday Rate:\$300.00
Emergency Service Rate:\$240.00
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/24/7 Service Line:

Dylan Heath (Account Manager) - Phone: 925.895.4027 Email: dheath@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,

Dylan Heath
United Mechanical, Inc.



PROPOSAL AND CONTRACT

2185 Oakland Road
San Jose, CA 95131 | 408-232-9000
1-866-SERV-UMI (1-866-737-8864)
CA LICENSE #828335

Reference #: PM22-135DH Refrigeration PM

SUBMITTED TO:

Client: Alum Rock School District

Contact Name: Carlos Hernandez

Billing Address: 2930 Gay Ave

San Jose, CA 95127

JOBSITE:

Tenant: Alum Rock School District

Onsite Contact: Carlos Hernandez

Service Address: 2930 Gay Ave

San Jose, CA 95127

SCOPE OF WORK:

United Mechanical proposes to perform quarterly operational maintenance on the following refrigeration equipment and annual condenser/evaporator coil cleaning.

\$8,316.00 Annually (\$2,079.00 per quarter)

- Kramer warehouse condenser - M#CTT2P1000L44, S#H9477421-011
- Kramer warehouse fan Coil - M#TV-55OD, S#H94 77421-021
- Kramer walk in freezer condenser - M#SC1-1/2**12XS-C130, S#E28079
- Kramer walk in freezer fan coil - M#TBA, S# TBA
- Masterbilt walk in freezer condenser - M#MSLD060AC, S#267980
- Standex walk in fan coil - M#TBA, S# TBA

ADDITIONAL INFORMATION:

Unless otherwise stipulated herein, our pricing is based on all work taking place during normal business hours, and excludes permits, fees, engineering, or original service call costs.

The scope of work described is offered for the lump sum price of

\$8,316

By accepting this proposal, the purchaser agrees to the attached terms and conditions. This quotation will be valid for a period of 60 days and payment is due 30 days from invoicing. If payment is not received interest will accrue at the rate of 1.5% per month. If an action is brought for collection the prevailing party shall be entitled to attorney's fees.

Contractors are required by law to be licensed by the Contractor's State License Board which has jurisdiction to investigate complaints against Contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 26000, Sacramento, CA 95826
[California Business and Professional Code 7030(a)]

UMI Rep: Dylan Heath

Title: Account Manager

Date: 07/08/22

Client:

Title:

Date:



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation, and Transportation *K*

Re: Contract Approval-Environmental Systems Inc., 2022-2023

Date: July 21, 2022

Summary:

It is necessary for the District to contract with an experienced and reliable company to complete 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	\$185.00 per hour
Over Time	\$277.50 per hour
Double Time	\$370.00 per hour
Holiday Time	\$370.00 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 fiscal year 2022-2023.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: M.O.T.-Maintenance (School/Dept.) VENDOR NO. _____

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: sdagle@esite.net

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 12, 2022 end date June 30, 2023
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

Provide 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.

☒ b. **Other:** \$84,000.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
050	8150	0	5650	00	0000	8100	000000	450	8130	\$84,000.00	MD 7/10/22

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Alum Rock Unified School District Labor Rates 07/01/22 thru 06/30/23

MECHANICAL SERVICE & CONTROLS TECH	REGULAR TIME	AFTER HOURS x 1 ½ TIME	AFTER HOURS x 2 TIME	HOLIDAY
Superintendent	\$185	\$277.50	\$370	\$370
Foreman	\$175	\$262.50	\$350	\$350
Journeyman	\$175	\$262.50	\$350	\$350
Apprentice	\$125	\$187.50	\$250	\$250

SHEETMETAL, PIPING & PLUMBING	REGULAR TIME	AFTER HOURS x 1 ½ TIME	AFTER HOURS x 2 TIME	HOLIDAY
Superintendent	\$185	\$277.50	\$370	\$370
Foreman	\$175	\$262.50	\$350	\$350
Journeyman	\$175	\$262.50	\$350	\$350
Apprentice	\$125	\$187.50	\$250	\$250

Subcontractor Markup	Cost +	15%
Materials Markup	Cost +	20%

- 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

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: _____

Special Education (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☒ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**
☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over \$5,000 require pre-approval.

* Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company: Beacon School

Address: 5670 Camden Ave. City: San Jose State: Ca Zip: 95124

Phone: () _____ Email: _____

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates July 1, 2022 end date June 30, 2023

CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Beacon School is a certified, highly specialized nonpublic school that provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students. Due to the severity of their disability a non-public school placement is recommended.

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

X a. **Fee Rate:** \$ 279.00 per day Not to Exceed 202/ days of services.

X b. **Other:** \$ \$1674 + 56,358 = 58,032

Describe other related costs: Counseling and meals

BUDGET CODE: 080-6500-0-5100-00-5750

1120-000000-380-1820

Accountant Initials _____

Accountant Initials _____

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: [Signature] Date: 7/15/22

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____



MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA	ALUM ROCK UNION SCHOOL DISTRICT
Contract Year	2022-2023
Nonpublic School	BEACON SCHOOL
Nonpublic Agency	

Type of Contract:

X

Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

When this section is included as part of any Master Contract, the changes specified above shall amend Section 2 – Term of Master Contract.

**SANTA CLARA COUNTY SELPAS
MASTER CONTRACT
FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
2022-2023**

THIS MASTER CONTRACT (contract) is made and entered into this 7TH day of JUNE 2022, between the ALUM ROCK UNION SCHOOL DISTRICT, County of Santa Clara, hereinafter referred to as the "LEA" and BEACON SCHOOL, hereinafter referred to as "CONTRACTOR" for the purpose of providing special education and/or related services to individuals with disabilities under the authorization of Education Code Sections 56157, and 56365-56366.7. It is understood that this Contract does not commit LEA to payment for special education and related services provided to any individual unless and until an Individual Service Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services is executed between LEA and CONTRACTOR on behalf of such individual or interim telephone approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian school or agency holding all required certificates and licenses; and

Whereas, that CONTRACTOR is capable of and willing to provide such services.

A current copy of California Department of Education NPS/NPA certification is attached. If certification expires during Contract period, CONTRACTOR must provide an updated copy.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

I. GENERAL PROVISIONS

1. INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

An Individual Services Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services shall be a part of this Master Contract, which CONTRACTOR will be required to execute with LEA with respect to each student for whom CONTRACTOR is to provide special education and/or designated instruction and services. Each student's Individual Services Agreement (ISA) shall identify the provider of each service required by the student's IEP (CCR 3062(e)). Individual Services Agreements shall only be issued for those students enrolled with the approval of the LEA. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual student in that student's ISA, unless mutually agreed upon otherwise. Individual Services Agreements are null and void upon termination of the Master Contract.

The Individual Services Agreement may be terminated by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366 (a) (4), with twenty (20) days written notice. The ISA may be terminated without advance notice if both parties agree to do so in writing.

2. TERM

The term of this Master Contract shall be from July 1, 2022 to June 30, 2023 (Title 5 California Code of Regulations section 3062(a) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Ed Code 56366 (c)(1), Title 5 California Code of Regulations section 3062(d).) No Master Contract will be offered unless and until all the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

3. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended by a written document, which complies with legal mandates, executed by CONTRACTOR and LEA. If certification expires during Master Contract period, CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. The CONTRACTOR agrees to apply the same rate for the term of the contract unless mutually agreed otherwise in writing by LEA and contractor. Changes in the administrative or financial provisions of the Contract which do not alter the educational services or placement may be made at any time during the term of the Contract, as mutually agreed in writing by CONTRACTOR and LEA.

4. COMPLIANCE WITH LAWS

During the term of this Contract, CONTRACTOR shall comply with all applicable federal, state, CDE, LEA and other local statutes, laws, ordinances, and regulations including, but not limited to, those relating to the required special education services, facilities for individuals with disabilities, student enrollment and transfer, corporal punishment, student discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process or complaint investigations.

5. DEFINITIONS AND ACRONYMS

The following acronyms and definitions shall apply for the purpose of the contract:

- BIP (Behavior Intervention Plan)
- CONTRACT (Master Contract)
- CONTRACTOR - the term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- DAYS - Calendar days, unless otherwise specified
- DIS (Designated Instruction Service); also known as "Related Services"
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP (Individualized Education Program)
- ISA (Individual Service Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE - within 24 Hours
- LEA (Local Education Agency)

- LEA Representative - the term "LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- LICENSE - the term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- CREDENTIAL - the term "credential" means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- LRE (Least Restrictive Environment)
- NOTIFICATION - within fourteen (14) calendar days, unless otherwise specified.
- NPA (Nonpublic Agency, as defined in EC 56035)
- NPS (Nonpublic School, as defined in EC 56034)
- OAH (Office of Administrative Hearings)
- PARENT - "Parent" means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- Qualified - The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or

approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- SELPA (Special Education Local Plan Area)
- SELPA AU (Special Education Local Plan Area Administrative Unit)
- SubCONTRACTOR - any individual contracted to provide direct service to student.
- SPI (Superintendent of Public Instruction)

6. NO DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

7. GOVERNING LAW

The terms and conditions of the Contract shall be governed by the laws of the State of California with venue in Santa Clara County, California.

II. ADMINISTRATION OF MASTER CONTRACT

8. NOTICES

All notices involving 1) revocation of CONTRACTOR's certification, 2) Master Contract disputes, 3) changes of LEA student's residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR's or LEA's insurance coverage, and 7) LEA's reasonable objections to a subCONTRACTOR's liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and may be delivered in person or by certified or registered mail, postage prepaid or by other delivery services. Notices to LEA shall be addressed to *(insert district person's name and address)* _____.

Notices to CONTRACTOR shall be addressed to CONTRACTOR's address *(insert CONTRACTOR's name and address)* _____. If mailed, notice shall be effective as of the date of postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

9. MASTER CONTRACT DISPUTES

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Master Contract. This provision in this section of the Master Contract, shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term "injury" shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's Special Education Director or other LEA

employee known or reasonably believed to be responsible for LEA's special education program, of the existence of a disagreement or dispute and attempt to resolve the matter informally

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the Administrator of the SELPA of which the LEA is a member and request that the SELPA administrator facilitate a meeting to assist both parties in resolving the dispute or disagreement. In order to attempt to resolve the dispute or disagreement, both parties must agree to participating in the facilitated meeting.

Step Three: If the dispute or disagreement is not resolved at Step Two, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Three, which involves a neutral third-party mediator. The cost of the mediator will be shared by both parties.

In this step, both parties have the opportunity to share information, describe the issues, discuss their interests and understandings, and explore ideas for the resolution of the dispute. Both parties must agree to participating in the mediation. The process remains voluntary in that the parties are not required to come to agreement. The mediator does not have the power to decide for the parties but can help the parties find a mutually acceptable resolution.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and/or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to the binding arbitration by an arbitrator or arbitration service to be agreed to by the parties.

10. SUBCONTRACTS AND ASSIGNMENT

- A. CONTRACTOR shall have available a list to LEA of subcontracts for any of the related services contemplated, including transportation, under this Contract.
- B. SubContracts for the provision of special education and related services may be entered into only with NPS/NPA's certified by the California Department of Education (CDE) except for an individual providing speech and language therapy, occupational therapy, or psychological or educational assessment who has a current license issued by the applicable licensing authority for those services provided.
- C. CONTRACTOR agrees that any subCONTRACTORS providing educational instruction or services including transportation shall keep in effect an appropriate policy of liability insurance as outlined in item 15 (Insurance) of the master contract. . CONTRACTOR agrees that subCONTRACTORS providing transportation shall keep in effect a liability insurance policy providing at least \$1,000,000.00 coverage. CONTRACTOR shall ensure that such subCONTRACTOR shall require the subcontractor's insurance provider to send written notice of cancellation to LEA at least twenty (20) days prior to cancellation or material change in coverage. Proof of insurance shall be provided to LEA prior to the beginning of transportation services by a subCONTRACTOR and upon renewal of coverage thereafter. Transportation subCONTRACTORS shall submit copies of insurance policies upon request of LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable.

11. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be constructed to create the relationship of agent, servant, employee, partnership, joint venture or association.

12. CONFLICTS OF INTEREST

CONTRACTOR shall provide to SELPA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party

assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not request or recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest. The CONTRACTOR shall have in place a policy to ensure that employees inform CONTRACTOR of any dual relationship with parents of students who are clients of LEA/CONTRACTOR. CONTRACTOR shall inform LEA of parents who hire employees of CONTRACTOR to provide independent services for parents on behalf of their students outside business hours. The LEA may find that this type of dual relationship is a conflict of interest and may request that any employee of the CONTRACTOR who engages in a dual relationship be reassigned from providing support services to the student during school hours.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator who's IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

13. TERMINATION

- A. This Contract may be terminated for cause by LEA or CONTRACTOR at any time. To terminate this Contract either party shall give no less than 20-calendar days written notice prior to the date of the termination (EC 56366 (a) (4)). Upon termination without default of CONTRACTOR, LEA shall make payment, without duplication, for all services satisfactorily performed and verified expenses incurred to date of termination. Expenses shall be itemized for review and approval by LEA.
- B. In consideration of this payment, CONTRACTOR waives all right to any further payment of damage and shall turn over to LEA everything pertaining to its services hereunder, possessed by CONTRACTOR or under its control at the time of termination.
- C. Individual Service Agreements (ISA's) for NPS/NPA services may be terminated without advance notice if both parties agree to do so in writing.
- D. LEA shall not terminate this contract or Individual Service Agreements for Nonpublic, Nonsectarian School/Agency Services because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a student to a public school program through the IEP process. (EC 56366 (a) (4))
- E. Continued enrollment and provision of a free appropriate public education ("FAPE") to a student currently attending NPS and/or receiving services from a NPA shall not be terminated when stay put is ordered by OAH under California Education Code § 56505.

14. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless and indemnify LEA and its governing board, officers, administrators, agents, employees, independent contractors, subCONTRACTORS, consultants, and other representatives, from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including reasonable attorney's fees and costs, from any cause whatsoever arising from or connected with its

service hereunder, whether or not resulting from the negligence of CONTRACTOR, its agents or employees. CONTRACTOR shall save harmless and indemnify and defend LEA and its governing board, officers, agents and employees from all damages of every nature and description proximately caused by negligent or willful acts or omissions by CONTRACTOR, its agents or employees in the course of rendering service(s) under this Agreement.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation all consequential damages, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of LEA, its agents or employees. LEA shall save harmless and indemnify and defend CONTRACTOR and its governing board, officers, administrators, agents and employees from all damages of every nature and description proximately caused by negligent or willful acts of omissions by LEA, its agents or employees in the course of rendering service(s) under Contract.

Notwithstanding any contrary provisions herein, both parties agree that it retains legal responsibility for its own actions in complying with any and all obligations it has under state and federal law and will not be indemnified for the same.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$ 2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$ 1,000,000 personal & adv. injury
- \$ 3,000,000 general aggregate
- \$ 2,000,000 products/completed operations aggregate

B. Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$ 1,000,000 per occurrence
\$ 2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials, and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials, and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.
- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000 Combined Single Limit per Occurrence** if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment, or other assets. Minimum amount of coverage shall be **\$250,000 per occurrence**, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. CHANGE OF RESIDENCE

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of changes in student's residence. CONTRACTOR shall notify LEA in writing of student and/or parent's change of residence within five (5) school days after CONTRACTOR becomes aware of said change.

If the student's new residence is located within an area outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence if CONTRACTOR had knowledge of the student's change of residence.

CONTRACTOR shall notify LEA immediately (within 24 hours) when the CONTRACTOR becomes aware of an emergency change of placement (i.e., hospitalization, juvenile hall, shelter, etc.)

17. LICENSED CHILDCARE INSTITUTION (LCI) CONTRACTOR

If CONTRACTOR is also a licensed childcare institution (LCI), Contractor shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the Contractor operates a program outside of the state, Contractor must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located. CONTRACTOR shall adhere to the legal requirement regarding educational placements for LCI students as stated in Education Code Section 56366.9. A LCI shall not require that a student be placed in its NPS or receive NPA services from the LCI provider as a condition of being placed in its residential facility. In providing appropriate programs to individuals with exceptional needs residing in LCIs or foster family homes, the LEA shall first consider services in programs operated by public agencies. If those programs are not appropriate, special education and related services shall be provided by contract with an NPS.

The LEA which placed a student living in an LCI or foster family home in an NPS shall conduct an annual evaluation, as part of IEP process, to determine whether the placement is in the least restrictive environment (LRE). The CONTRACTOR shall report to the LEA that made the placement, on a quarterly or trimester basis, as appropriate, the educational progress demonstrated by the student toward the attainment of goals and objectives specified in the IEP.

The LEA is not responsible for the costs associated with NPS placements and related services until the date on which an IEP meeting is convened pursuant to law during which the IEP team determines that a NPS placement and related services are appropriate, and the IEP is signed by all necessary parties, including the LEA student's parent or another adult with educational decision-making rights.

Any educational funds received from an LEA for the educational costs of students placed in an NPS shall be used solely for those purposes and not for the costs of the residential programs.

18. CERTIFICATION AND WAIVER

When a CONTRACTOR seeks renewal of certification, the CONTRACTOR shall provide the LEA, in which the applicant is located, written notification of its intent to seek renewal.

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification.

In addition to meeting the certification requirements of the State of California, Contractor that operates a program outside of this state shall be certified or licensed by that state to provide, respectively, special education and related services to students under the federal Individuals with Disabilities Act (20 U.S.C. Sec. 1400 et seq.).

19. FACILITIES MODIFICATION

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations, Section 550, and California Education Code, section 32001. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

20. RENEWAL

LEA/CONTRACTOR may, but is not required to, renew this Master Contract in subsequent Contract years.

21. ENTIRE AGREEMENT

This Contract and any exhibits or attachments hereto constitute the entire Contract between LEA and CONTRACTOR and supersedes any prior or contemporaneous understanding or contract with respect to the services contemplated. This Contract binds the heirs, successors, assignees, agents, and representatives of CONTRACTOR.

22. SEVERABILITY CLAUSE

If any provision of this Contract is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

23. AUTHORIZED REPRESENTATIVE

Authorization to enter into this agreement on behalf of the LEA is strictly limited to the LEA Governing Board/Superintendent/designee as the sole individual who has the capacity to act as a representative on behalf of the school district.

III. EDUCATIONAL PROGRAMS

24. FREE AND APPROPRIATE PUBLIC EDUCATION

Unless otherwise agreed to, in writing, by LEA and CONTRACTOR, CONTRACTOR shall not accept payment from a parent for, or provide any services outside of those identified in a particular student's ISA. This clause shall not apply to the ability of a CONTRACTOR to accept payment from parents for additional services funded

solely by parents' private insurance, so long as LEA and CONTRACTOR agree in writing to this arrangement, and so long as CONTRACTOR ensures that parents' payments are being made from a private insurance source only. Further, this clause is not intended to affect a CONTRACTOR'S ability to accept private payment for a student not being served under an ISA by that CONTRACTOR.

Unless otherwise agreed to by LEA and CONTRACTOR, CONTRACTOR shall be responsible for the provision of all programmatic supplies, equipment, or facilities specified in the students' IEP and ISA. No charge of any kind to parents shall be made by CONTRACTOR for special education and/or related services specified on the student's IEP, including screening or interviews which occur prior to or as a condition of the student's enrollment under the terms of this Contract, except as specified in writing signed by all relevant parties and attached to the student's ISA. This provision does not apply to voluntary activities unnecessary to provide the student with a free appropriate public education conducted after written notification to parents as to the cost and the voluntary nature of the activity. Unless the activity takes place during a school vacation or holiday, students not participating in such activities shall continue to receive special education and/or related services as set forth in their IEPs. CONTRACTOR shall guarantee that all charges to the LEA are consistent, justified, and based on standards applied to all students enrolled and attending the NPS/NPA.

If an individual's IEP requires specialized low incidence equipment based on their qualifying disability, the specialized equipment and/or supplies shall be provided by the LEA unless otherwise specified in the ISA. The LEA shall provide the low incidence equipment and/or supplies identified in the student's IEP unless the CONTRACTOR specifically agrees in the ISA to provide them. Supplies and/or equipment purchased and/or provided by the SELPA/LEA remain the property of the SELPA/LEA, and the supplies and/or equipment purchased by the CONTRACTOR remain the property of the CONTRACTOR.

If the IEP team determines that the individual with an IEP requires Assistive Technology and/or Augmentative Alternative Communication (AT/AAC) devices, equipment and/or materials, the LEA shall provide such items unless the LEA and the NPS/NPA agree otherwise. AT and/or AAC devices, equipment and/or materials purchased by the LEA remain the property of the LEA.

In the event that a foster youth may be placed in a NPS, the contractor and LEA will work collaboratively with the LEA Foster Youth Liaison to ensure and facilitate proper school placement enrollment, transfer of credits, records, grades and checkout from school. (EC 48853.5 (e) (1) and AB490) Whenever a change in foster child's residence occurs, the foster child has a right to remain in the school of origin to the end of the highest grade maintained at that school. Decisions regarding placement are IEP decisions which should include participation of LEA Foster Youth Liaison as appropriate.

25. COPY OF IEP AND PROGRAM OF INSTRUCTION

Upon referral of a student to CONTRACTOR the LEA shall provide CONTRACTOR with a copy of that student's IEP, as well as available assessment information, and facilitate, if requested, an observation of the student. CONTRACTOR retains the right to decline enrollment of any student. CONTRACTOR shall notify the LEA of its decision to decline enrollment. CONTRACTOR will provide student a program of instruction that is consistent with each student's IEP as specified in the ISA's for NPS/NPA. The general program of instruction provided to students under the ISA for NPS/NPA shall be responsive to LEA's required sequence of courses and related curriculum for students and be responsive to the IEP goals and objectives assigned by NPS/NPA. The program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract. Designated instruction and related services will only be provided during the period of the student's regular or extended school year program, or both, and shall occur at the school site, unless otherwise specified by the student's IEP. CONTRACTOR shall ensure that Individual Transition Plans (ITP's) are completed for all students at the age of 16 years and older. CONTRACTOR agrees to use SELPA IEP/ ITP forms and SELPA service logs.

26. SERVICE/PROGRAM MONITORING

LEA and CONTRACTOR shall work collaboratively to fulfill monitoring requirements specified in Education Code 56366.1(e)(3)(B). CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall participate in the formal review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. If CONTRACTOR is also a LCI (and/or NPS/RTC), the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

CONTRACTOR shall participate in the LEA/CDE On-site and Self Review and if applicable, CDE-led district reviews. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance.

27. STUDENT DISCIPLINE/ SUSPENSION AND EXPULSION

Suspensions and expulsions of students by CONTRACTOR shall be consistent with the provisions of the California Education Code and California Code of Regulations (EC 48900 et seq. and 48915.5 et seq.) CONTRACTOR shall have a written policy regarding suspension and expulsion procedures. CONTRACTOR shall notify within five (5) days and provide written documentation to LEA each time a student is suspended, including the reason for said suspension. Written documentation shall include, but not be limited to, student's name, date, time, offense, rationale for disciplinary action taken, and an attached copy of all applicable Behavior Plans (i.e. goals, BIP's, etc.). CONTRACTOR agrees to contact LEA to schedule a manifestation determination at an IEP meeting no later than the 10th day of suspension. CONTRACTOR shall collaborate with LEA representatives at an IEP team meeting where the manifestation determination will be made.

28. GRADUATION REQUIREMENTS

If the student is enrolled in a NPS and is of secondary school age, LEA will list the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements and specify levels of proficiency in basic skills as measured by LEA approved proficiency tests. Standardized tests including state mandated assessments shall be administered pursuant to LEA state and federal guidelines. For students in grades nine through twelve, inclusive, LEA will provide a current transcript and a specific list of courses required. At the close of each semester CONTRACTOR shall prepare transcripts and submit them to the student's district of residence for evaluation of progress toward completion of diploma requirements.

At the close of each semester, or upon student transfer for students in grades nine (9) through twelve (12), inclusive, CONTRACTOR shall update transcripts and submit them upon request to the student's school of residence. Six months prior to graduation, CONTRACTOR shall notify LEA of the transition to high school for graduation.

FOSTER YOUTH - AB 167 – Assembly Bill 167 refers to California legislation that amended Ed Code to exempt students in foster care from school district graduation requirements that exceed state graduation requirements if the student transfers to the district, or transfers from one high school to another within a district in the 11th or 12th grade if the student would not be reasonably able to complete the additional district requirements. AB 167 requires school districts to provide notice to foster youth exempted from additional district requirements if failure to satisfy such local requirements will affect the student's ability to gain admission to a postsecondary educational institution.

When a student exits from special education, as a result of earning a diploma, aging out or returning back to LEA, the CONTRACTOR shall provide to the LEA a summary of student's academic achievement and functional performance along with recommendations how to assist the student in meeting their post-secondary goals.

For purposes of this provision if the needs of the students are such that the IEP team determines that a functional skills curriculum is most appropriate, the educational program shall be designed to be in alignment with the essential state standards and will result in the awarding of a certificate of completion either by the LEA or the NPS as determined by mutual agreement.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's and CDE's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; and (c) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards -aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans that are in compliance with state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and available to the SELPA prior to the effective date of this Master Contract.

29. REASONABLE VISITATION/ PARENT ACCESS

CONTRACTOR will provide for reasonable parental access to LEA students and all facilities including, but not limited to: the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters, for those parents whose children reside in the living quarters. CONTRACTOR shall ensure that parental visits are in agreement with court order, if any.

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for the therapeutic visits from the CONTRACTOR and LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and provide travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization for in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

30. WITHDRAWAL BY PARENT

CONTRACTOR shall immediately report by telephone to LEA if a student is withdrawn from school by the parent. CONTRACTOR shall confirm such telephone call in writing immediately or no later than five (5) school days.

31. MEDICATIONS

Unless otherwise set forth in the student's ISP, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's

parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

32. ACCIDENT/INCIDENT REPORT

Contractor agrees to submit a written accident report to LEA within 24 hours of incident when a student has suffered an injury requiring medical attention provided by a medical practitioner resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

33. STUDENT RECORDS

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All student records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain access log delineating date, time, agency, and identity of individual for any authorized person accessing student records who is not in the direct employ of the CONTRACTOR. SubCONTRACTORS shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing student records. Nevertheless, pursuant to EC 49076(b)(6), CONTRACTOR may provide subCONTRACTORS access to student records when the subCONTRACTOR provides services within CONTRACTOR's educational institution and has a legitimate interest in the information contained in the student records. CONTRACTOR also agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the federal law under Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. and § 56000 et seq.

34. ACCESS TO RECORDS

CONTRACTOR shall insure that records of access are maintained for individual files. These records shall include the name of the party, date, and purpose of access.

35. PROGRESS REPORTS

Progress reports relating to goals and objectives in a student's IEP and other data required for review shall be sent by CONTRACTOR to LEA and parent on a quarterly basis or trimester as appropriate. Additional reporting periods may be identified by the IEP team. Upon request, an updated report shall be provided if there is no current progress report, whenever a student is scheduled for an IEP review by LEA's Individualized Education Program team or when a student's enrollment is terminated. CONTRACTOR shall establish grading policies to be followed unless otherwise specified in student's IEP.

36. FORWARDING OF RECORDS

CONTRACTOR agrees, in the event of school or agency closure, to forward student records immediately but no later than seven (7) days to LEA. These shall include, but are not limited to, current transcripts, IEP/IFSP reports and results of proficiency testing and State Assessments.

37. IEP/IFSP MEETINGS

The CONTRACTOR is responsible for providing the student's special education teacher and the related services or personnel appropriate to represent the related services at required IEP /ITP meetings. These meetings will be held at the NPS unless otherwise approved by the LEA and CONTRACTOR. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. The LEA is responsible for scheduling and issuing the Notice of Meeting for all IEP team meetings. Parents or guardians shall be notified of the IEP meeting early enough to ensure an opportunity to attend. Proper notice of meeting shall include the purpose, time, and location and who shall be in attendance. Every effort shall be made to schedule the IEP meetings at a time that is mutually convenient to parents, LEA, and CONTRACTOR's staff. Parents or guardians shall be informed in the notice of the right to bring other people to the meeting who has knowledge or special expertise of the student. The CONTRACTOR shall ensure private and confidential communication between the student and members of the IEP team, at the student's discretion. Transition services (designed with a results-oriented process focused on improving the academic functional achievement of the child) must be addressed in the IEP for the student no later than in the year in which they turn 16 years of age. Extended school year shall be discussed as part of the IEP meeting with an emphasis on student need.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA shall provide training for any NPS and CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

38. STATEWIDE MANDATED ASSESSMENT

CONTRACTOR shall administer all statewide achievement tests and any other state assessment as mandated by LEA pursuant to LEA and/or CDE guidelines.

Each student, subject to the alternative accountability system pursuant to EC section 52052, placed in an NPS by an LEA, shall be tested by qualified staff of the NPS in accordance with that accountability program.

The CONTRACTOR agrees to conform to the approved testing calendar window. The LEA shall provide opportunities for training as necessary and requested by the contractor. The LEA shall provide all appropriate test materials to the NPS for administration of the tests.

NOTE: CONTRACTOR shall determine its state-mandated testing period subject to EC section 60640. CONTRACTOR shall notify the LEA of a student enrolled in the school of its testing period. CONTRACTOR's staff, who shall administer the assessments, shall attend the regular testing training sessions provided by the LEA. If CONTRACTOR's staff have received training from one LEA or similar agency, that training will be sufficient for all LEAs that send students to the CONTRACTOR.

39. SCHOOL ACCOUNTABILITY REPORT CARD

The NPS shall prepare a school accountability report card in accordance with EC section 33126.

40. CLASS SIZE-NONPUBLIC SCHOOL

When Contractor is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of one (1) teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one thirty (30) school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency. CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

41. RELATED SERVICES

Unless otherwise specified in the LEA student's IEP and/or ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student is scheduled to attend school. If student misses a related service session due to staff absence, that session shall be provided within thirty (30) school days.

42. DUE PROCESS AND COMPLAINTS

CONTRACTOR shall fully participate in due process proceedings before OAH, including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

LEA shall inform parent(s) of their due process rights upon 1) each notification of an IEP meeting; 2) reevaluation of their child; 3) registration of a complaint or a request for a due process hearing; and (4) the commencement of an expulsion proceeding. Upon request by LEA, CONTRACTOR shall assist the LEA in meeting its due process notification obligations.

43. STATE MEAL MANDATE

CONTRACTOR shall assist LEA to meet the LEA's responsibilities to satisfy the State Meal Mandate under EC 49530, 49530.5 and 49550.

44. HEALTH AND SAFETY

CONTRACTOR shall require all regular and substitute employees, volunteers, and any other individual who may come into contact with a student on school grounds to provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee file or volunteer file.

CONTRACTOR agrees all employees, subCONTRACTORS, volunteers, and any other individual who may come into contact with a student on school grounds to follow universal health care precautions when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training to all employees, volunteers, and any other individual who may come into contact with a student on school grounds regarding universal health care precautions and to post required notices in areas designated by the California Health & Safety Code.

45. BEHAVIOR MANAGEMENT/ POSITIVE BEHAVIOR SUPPORT

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-

shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. ; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. ; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. ; (7) an intervention that precludes adequate supervision of the individual. ; (8) an intervention that deprives the individual of one or more of his or her senses.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised, consistent with law (AB 2657, Ed Code 5621.1). CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

46. STUDENT RETURN TO DISTRICT

CONTRACTOR and LEA shall assist all SELPA and LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition. This may include, but not be limited to, facilitation of dual enrollment, scheduling, transportation arrangements and other student supports. These provisions shall also apply to mediated agreements and OAH decisions.

47. EDUCATIONAL REPRESENTATIVE/SURROGATE PARENT

CONTRACTOR agrees to notify the SELPA office within seven (7) days when the CONTRACTOR becomes aware of the need for the appointment of a surrogate parent. LEA agrees to notify the CONTRACTOR within seven (7) days if an Educational Representative has been appointed for the student by court order. A surrogate parent is necessary only when an Educational Representative has not been found/ appointed by the Court. CONTRACTOR agrees that the LEA will select and appoint said surrogate. CONTRACTOR agrees that the SELPA will train the surrogate. A surrogate parent must have no interests that conflict with the interests of the child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent will sign an affidavit stating that no such conflict of interest exists, and this affidavit will be kept on file by the SELPA.

48. GRADE LEVEL ASSIGNMENT

All students enrolled in NPS shall be assigned a grade level commensurate with their chronological age if it is not designated on the IEP prior to admission. If student is participating in a functional skill development program, the grade assigned shall be determined by the following formula ($\text{age} - 5 = \text{grade level}$).

49. MIDDLE SCHOOL/ HIGH SCHOOL TRANSITION

When student is to transition to a high school district, the LEA/CONTRACTOR shall follow the SELPA policy as outlined in the Local Plan as it relates to fiscal responsibility. All services provided in ESY are the fiscal responsibility of the elementary district.

50. OVERSIGHT/ PLACEMENTS/ EDUCATIONAL PROGRESS

The LEA shall evaluate NPS placements through the IEP process. Included in this evaluation, is a review of IEP stated goals and state assessment results in order to determine if student is making appropriate educational progress. The LEA shall consider whether or not the needs of the student require an NPS and whether changes to the IEP are necessary, including whether the student may be transitioned to a public school setting.

IV. PERSONNEL

51. CREDENTIALS AND LICENSES/FINGERPRINT CLEARANCE

The CONTRACTOR providing special education and designated instruction and services must utilize staff that holds a certificate, permit, or other document equivalent to that which staff in a public school are required to hold.

EC Section 56366.1(n) requires all teachers in nonpublic schools to meet the same credentialing requirements as those for public school teachers. Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff that hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight, and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with students with disabilities. (B) A student personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

- A. CONTRACTOR shall be responsible for verification of security clearance, credentials, and licenses held by its employees, agents, and subCONTRACTORS. Education credentials shall be on file at the NPS/NPA office. A copy of the CDE Certification will be submitted with the contract to the LEA.
- B. CONTRACTOR shall provide to LEA on annual basis copies of appropriate credentials and/or license(s) if change of staff occurs, which directly affects the students. CONTRACTOR shall notify LEA in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students.
- C. CONTRACTOR shall require all employees and all subCONTRACTORS to submit fingerprints consistent with California Education Code Section 44237. CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for CONTRACTOR'S employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and providing such certification to the

LEA that none of its employees who may come in contact with students have been, convicted of a violent or serious felony. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44010 or to a felony that would disqualify that person from employment pursuant to EC 44237. The requirements of this section apply to all of contractors, subcontractors, in addition to employees.

- D. This provision shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

52. TEACHER ABSENCE

When a classroom teacher/instructor is absent, CONTRACTOR shall employ a substitute teacher/instructor or provide coverage by an appropriately qualified and credentialed staff person. Coverage shall be provided in the classroom in place of the absent teacher for the entirety of the school day to provide instruction and fulfill other duties of the absent teacher. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. In regard to NPA, when a related service provider is absent, CONTRACTOR shall employ a substitute service provider who is an appropriately credentialed staff person to provide service and fulfill other duties of the absent provider. The CONTRACTOR shall elect to reschedule the related service session consistent with Section 40 and 56 related services of this contract.

53. MANDATED REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164, et seq., and maintain documentation of such trainings. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. The contractor shall acknowledge the legal requirements and maintain written documentation and verification of staff training and adherence to such reporting including timelines, which shall be submitted upon request to the SELPA and the LEA (EC § 44691). CONTRACTOR shall further ensure that its SUBCONTRACTORS are similarly trained.

54. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, is familiar with and agrees to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

55. SEXUAL HARASSMENT

CONTRACTOR shall have policy procedures in place to immediately (within 24 hours) report any allegations of conduct that may constitute sexual harassment as per federal and state law. This reporting must include appropriate governmental, social service, and law enforcement agencies as well as the LEA. CONTRACTOR shall ensure that an immediate and comprehensive investigation is commenced and shall keep the LEA fully informed of the progress and result of such investigation. CONTRACTOR further agrees to provide annual training to all employees regarding regulations concerning sexual harassment and related procedures.

V. FINANCIAL SECTION

56. SCHOOL CALENDAR

- A. The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not less than the number of school days prescribed by the State of California for the regular school year (RSY) days, plus extended school year (ESY) as determined by the IEP team. Unless otherwise stated in a particular Student's IEP, billable days shall include only those days that are included in the submitted and approved school calendar or required by the IEP for each LEA student.
- B. Services are not provided during winter break, spring break, intersessions, or the period between extended year and the fall semester.
- C. LEA observes legal holidays including, but not limited to, the following: Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, and Memorial Day, as specified in the LEA's official calendar.

57. STUDENT ABSENCES: NON-PUBLIC SCHOOL

No later than the fifth (5th) consecutive day of a student's absence, CONTRACTOR shall notify LEA of such absence in writing, unless a written time extension is granted by a LEA authorized representative.

CONTRACTOR will maintain written records regarding all LEA students' absences. These records shall indicate school and/or residential absences, as appropriate.

58. STUDENT ABSENCES: AGENCY ONLY

If the student is enrolled in a NPA, the LEA shall not be responsible for the payment of educational services when the student is absent. CONTRACTOR shall notify LEA in writing when the student absences exceed three (3) sessions. Make-up sessions may be scheduled but shall be limited 30 school days in which the original services were scheduled. Unless otherwise agreed, all related services shall be provided by CONTRACTOR during the LEA's regular school and extended school calendar days unless otherwise specified on the IEP. A unit of service for payment purposes is one day of attendance. LEA shall not be responsible for payment of services for days on which a student's attendance does not qualify for reimbursement under state law.

59. LEA and/or CONTRACTOR CLOSURE DUE TO EMERGENCY

NPS School Closure and Make-Up Day of Service

In the event of an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422, the NPS would be permitted to schedule a makeup day of service. The NPS would work collaboratively with LEAs and inform them of a date(s) during the current school calendar year on which the makeup day of service would occur.

The following shall apply in the event of a LEA or CONTRACTOR closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

Contractor is Open and LEA is Open or Closed

- If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

Contractor Closure

- Unless otherwise directed by Executive Order, Law or other similar directive, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

- Unless otherwise directed by Executive Order, Law or other similar directive, If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.

Both LEA and Contractor are Closed

- On days the LEA is funded via Waiver, Executive Order, Law or other similar directive, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure if stated by the Waiver guidance, Executive Order, Law or other similar directive.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate. CONTRACTOR and LEA shall work collaboratively to resolve any payment and service disputes brought about by emergency closures. CONTRACTOR will provide documents, information, and clarification on services as requested by the LEA.

60. ATTENDANCE RECORDS

- A. CONTRACTOR shall keep daily attendance of each student and shall report attendance monthly to LEA. Such attendance shall be filed with monthly invoices to LEA within thirty (30) days of the close of the school month. Separate attendance register forms must be submitted for all related services as specified on the IEP.
- B. Original attendance registers submitted to the LEA with invoices for payment must be completed by the service provider whose signature must appear on said register. CONTRACTOR is responsible for verifying accuracy of said registers and for informing service providers of their personal responsibility for the completion and accuracy of said attendance registers.
- C. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of auditing attendance reporting.
- D. The LEA is required to maintain school records in order to ensure the appropriate high school graduation credit is received by the student. The contract may allow for partial or full-time attendance at the NPS.

61. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement

of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record, and a description of the record/s provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records: (a) the student's parents; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information for the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEPs, BERs, incident reports, notification of injuries, and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days

62. INSTRUCTIONAL DAY

The total number of instructional minutes per school year provided by CONTRACTOR shall be equivalent to the number of instructional minutes established for LEA schools unless otherwise specified within the student's IEP or ISA, provided the ISA meets the minimum standards for instructional minutes as specified in Education Code. The number of instructional minutes shall be exclusive of recess, lunch, and passing time. For Pre-K through grade twelve (12), unless otherwise specified on the student's IEP or ISA, the number of minimum instructional minutes shall be as follows: one hundred eighty (180) instructional minutes shall be provided to pre & kindergarten students; two hundred thirty (230) instructional minutes shall be provided to students in grades one (1) through three (3); two hundred forty (240) instructional minutes shall be provided to students in grades four (4) through twelve (12).

63. PAYMENT UNIT: NON-PUBLIC SCHOOL ONLY

A unit of service for payment purposes is one day of attendance or apportionment absence as defined in California Education Code 46010. LEA shall not be responsible for payment of services for days on which a student's attendance or absence does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEP's authorize less than full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day serviced.

CONTRACTOR shall notify LEA when Medi-Cal is billed for educationally related expenses.

64. PAYMENT UNIT: NON-PUBLIC AGENCY ONLY

A unit of service for payment purposes is one hour of related service. LEA shall not be responsible for payment of services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law.

65. RATE SCHEDULE

The CONTRACTOR agrees to apply the same rate for the entire fiscal year. Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP and the charges for such service(s) during the term of this Agreement shall be as follows:

A. Nonpublic School only		Rate	Period (specify)	
<u>Basic Education Program</u>		<u>\$279.00</u>	<u>7/1/22-6/30/23</u>	
B. Designated Instruction and Service and/or Other Related Services				
(1)	Adapted Physical Education	\$	per	
(2)	Behavior Intervention Services		per	
(3)	Day Treatment Services		per	
(4)	Language/Speech Therapy/Group	\$161.00	per	hour
(5)	Language/Speech Therapy/Indiv.	\$161.00	per	hour
(6)	Mental Health	Assessment: \$694.00/consult \$183.00	per	assessment/hour
	a) Counseling/Group	\$84.00	per	hour
	b) Counseling/Individual	\$201.00	per	hour
	c) Counseling and Guidance	\$201.00	per	hour
(7)	Occupational Therapy	\$161.00	per	hour
(8)	One-on-One Aide	\$172.00	per	hour
(9)	Parent Counseling	\$201.00	per	hour
(10)	Physical Therapy		per	
(11)	Psychological Services		per	
(12)	Residential Treatment Services			
	<i>Educationally Related Mental Health</i>		per	
	<i>Board and Care</i>			
(13)	Social Work Services		per	
(14)	Transportation (if required)	\$111.30	per	day
(15)	Other: In-service training	\$152.00	per	hour
	Other: MH Case Management	\$223.00	per	hour
	Other: Food Service Fee	\$9.00	per	day

66. PAYMENT DEMAND

If a student is enrolled in an NPS/NPA, with the approval of the LEA, prior to agreement to a contract or ISA, the LEA shall issue a warrant for services for up to 90 days during which time the contract shall be consummated. If after 60 days the Master Contract has not been finalized, either party may appeal to the SPI. Within 30 days of receipt of appeal, the SPI, or designee, shall mediate the formulation of a contract which shall be binding upon both parties.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; title of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff

notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

CONTRACTOR shall submit said demands for payment for services rendered no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA.

If an LEA fails to send a warrant for the amount requested within forty-five (45) days or failed to notify the contractor within 10 working days of any reason why the requested payment shall not be paid, the NPS may require the LEA to pay an additional amount of 1.5 % of the unpaid balance per month until full payment is made, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

67. RIGHT TO WITHHOLD

LEA has the right to withhold payment to CONTRACTOR when: (A) CONTRACTORS performance, in whole or in part, either has not been carried out or is insufficiently documented; including but not limited to, failure to implement the individualized education program and all attachments incorporated therein of the student(s) for whom this Contract is written; (B) CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with the inspection, review or audit of its program, work or records; (C) education and/or related services is provided by LEA students by personnel who are not appropriately credentialed/licensed or otherwise qualified; (D) Contractor was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and /or records; (E) CONTRACTOR has failed to provide to LEA all documents prior to school closure; (F) CONTRACTOR has failed to provide to LEA properly prepared invoices within thirty (30) days from the end of the attendance accounting period; or (G) CONTRACTOR has failed to provide to LEA proper rebilling invoices within (30) calendar days from the date that the original invoice was returned to CONTRACTOR. If LEA determines that cause exists to withhold payment to CONTRACTOR, within ten (10) working days written notice shall be sent that LEA is withholding payment to CONTRACTOR. Such notice shall specify the basis for LEA's withholding payment. Within fourteen (14) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies which form the basis for LEA's withholding payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR'S time to respond by an additional fourteen (14) days.

68. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by LEA or by appropriate state or federal audit agencies occurring as a result of CONTRACTOR's performance of this Contract. CONTRACTOR also agrees to pay to LEA within thirty (30) days of written demand by LEA the full amount of LEA'S liability to the state, if any, resulting from any audit exceptions, to the extent such are attributable to CONTRACTOR's failure to perform properly any of its obligations under this Contract.

Upon request of LEA and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following records: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services: absence verification records (parent doctor notes, telephone logs, and related documents); staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination: staff time sheets: non-paid staff and volunteer sign-in sheets; transportation and other related services subAgreements; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks. Such access may include inspections by LEA with prior notice.

All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant Contract period being audited in order to assess the extent to which funds were expended consistent with such budgetary information.

CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm in a reasonable and timely manner. If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's failure to perform, in whole or in part any of its obligations under this Contract as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

69. INSPECTION AND AUDIT

CONTRACTOR shall provide access to or forward copies of any books, documents, papers, reports, records, or other matter relating to the Contract upon request by LEA except as otherwise provided by state and federal law. All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant Contract period being audited to assess the extent to which funds were expended consistent with said budgetary information. Fiscal records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit. To the extent, the CONTRACTOR disagrees with the findings of the audit; the dispute process as authorized in section 9 shall be utilized for the resolution of the dispute.

70. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

71. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

- (b) Has/have not, within a three-year period preceding this contract, 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 Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives.

CONTRACTOR

ALUM ROCK UNION SCHOOL DISTRICT

Name of Nonpublic, Nonsectarian School/Agency

Contracting Officer's Signature

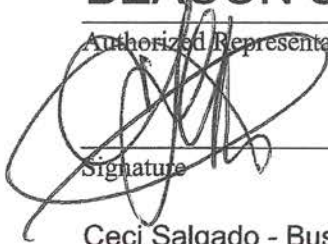
(Type) Name and Title

Date

LEA

BEACON SCHOOL

Authorized Representative/School District



Signature

Ceci Salgado - Business/HR Manager

(Type) Name and Title

6/07/2022

Date

BEACON SCHOOL**2022-2023 Rates**

SERVICE		Rate 2022-2023
Daily Rate – Includes Counseling		\$279.00
Transportation		\$111.30
Language/Speech Therapy		\$161.00
Occupational Therapy		\$161.00
Additional Instructional Assistant – Individual		\$172.00
Food Service Fee (Daily)		\$9.00 per day
Therapeutic Support Services		\$227,000.00
Mental Health Services		
Individual/Family Therapy		\$201.00
Group Therapy		\$84.00
Case Management		\$223.00
Mental Health Assessment		\$694.00
Short Term Intensive Behavioral Support		\$47.00
Consultation		\$183.00
In Service Training		\$152.00

SOUTH EAST CONSORTIUM & SANTA CLARA COUNTY SELPAs
INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on JULY 1, 2022, or the date the student begins attending a Non-public school and/or receiving services from a Non-public agency. The agreement terminates at 5:00 p.m. on June 30, 20²³, unless terminated earlier in accordance with the terms of the Master Contract and applicable law.

NAME OF LOCAL EDUCATION AGENCY ("LEA"): Alum Rock Union School District

ADDRESS OF LOCAL EDUCATION AGENCY ("LEA"): 2830 Gay Ave San Jose, AC 95127

NAME OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): BEACON SCHOOL

ADDRESS OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): 5670 CAMDEN AVENUE, SAN JOSE, CA 95124

PUPIL NAME: _____ GENDER: ☒ M ☐ F
(Last) (First) (Middle)

ADDRESS: _____ CITY: _____ STATE: CA ZIP: _____

PUPIL TELEPHONE NUMBER: (____) _____ DOB: ____/____/____

PUPIL ID/SS NUMBER: _____ GRADE: _____

RESIDENTIAL SETTING: ☒ HOME ☐ JCS ☐ FOSTER/LCI NAME: _____ # _____
☐ OTHER _____

PARENT/GUARDIAN: _____ PHONE: (____) _____ (____) _____
(Residence) (Business)

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
(If different from pupil)

CONTRACT TERMS:

1. The Contractor will implement all elements of the Master Contract.

Master Contract approved by the governing board on _____.

2. CONTRACTOR will provide written progress reports to the Office of Special Education before *(insert quarterly dates here)*:

Oct 2022, Dec 2022, March 2023, June 2023

3. Other Provisions (provide attachments as necessary): _____

Daily cost of 9.00 for meal services

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES
(Education Code Sections 56365, et seq.)**

PUPIL NAME: _____
(Last) (First) (Middle)

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of Days 202 x Per Diem \$ 279.00 = TOTAL BASIC EDUCATION COSTS (A) \$ 56,358.00
(Include extended school year days as appropriate to the pupil's IEP).

B. RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES PER WEEK/ OR SESSION	COST PER SESSION					MAX TOTAL COST FOR CONTRACT PERIOD
	Freq	Duration	Start Date		HOURLY	DAILY	WEEKLY	INDIV	GROUP	
1. Adapted PE										
2. Aide Support										
3. Counseling	1x/Wk	50 min	07/01/22	60 min	Included					0
4. OT										
5. PT										
6. Speech/Language										
7. Transportation										
8. Residential Board & Care										0
8. Other	1x/wk	50 min	07/01/2022	60 min	Included					
9. Other	Daily		08/09/2022			9.00				1674.00
10. Other										

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ 1674.00
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) \$ 58,032.00

All terms and conditions of the current Master Contract for NPS/NPA Service(s) previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the IEP in accordance with this ISA and the Master Contract, and will request an IEP review prior to any change in the service(s).

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on 07/01/2022 and terminates at 5:00 p.m. on 06/30/2023 unless sooner terminated as provided herein.

LEA

(Signature)

Hilaria Bauer Ph.D
(Type or Print Name)

Alum Rock USD
(Name of LEA)

2930 Italy Ave
(Mailing Address)

San Jose, Ca. 95127
(City, State, Zip Code)

CONTRACTOR

(Signature)

(Type or Print Name)

BEACON SCHOOL
(Name of NPS/NPA)

5670 CAMDEN AVENUE
(Mailing Address)

SAN JOSE, CA 95124
(City, State, Zip Code)



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: State and Federal Programs (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 (GSN)

Address: 1310 S. Bascom Ave City: San Jose State: CA Zip: 95128

Phone: (408) 287-4170 Email Address: Rchihuahua@gsnocal.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 1, 2022 end date June 30, 2023
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

(GSN) will provide ARUSD students the Discover Together (DT) & Got Choices (GC) programs at no cost to participants or ARUSD. DT 1 day per week for 90 minutes, for 12 weeks at each site GC 1 day per week for 60 minutes during the entire school year. Dates and times will be coordinated w/ school site.

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

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

☒ b. **Other:** \$0 (describe rate agreement) \$0 no cost to participants or ARUSD

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



Girl Scouts of
Northern California
800-447-4475

1650 Harbor Bay Parkway
Alameda, CA 94502
510-562-8470

50 Landing Circle
Chico, CA 95973
530-343-1904

3203 T Street
Eureka, CA 95503
707-443-6641

933 Jackson Street
Red Bluff, CA 96080
530-828-8655

1670 Market Street
Suite 248
Redding, CA 96001
530-221-6180

1310 S. Bascom Avenue,
San Jose, CA 95128
408-287-4170

4825 Old Redwood Highway,
Santa Rosa, CA 95403
707-544-5472

499 Leslie Street
Ukiah, CA 95482
707-463-2888

GirlScoutsNorCal.org

Girl Scouts of Northern California (GSNorCal) and Alum Rock School District wish to enter into a collaboration to provide the STEM/STEAM Discover Together Program and SEL Got Choices Program during the 2022-2023 school year.

Re: Scope of work

Girl Scouts of Northern California will:

1. Provide agency contact person:
Rosa Chihuahua, Community Based Program Manager
E-mail: Rchihuahua@gsnorcal.org
Phone: (408) 287-4170 x 3009, FAX: (408) 287-8025, Cell (669) 306-2284
2. Recruit participants at each site
3. Provide the Discover Together and Got Choices programs at no cost to participants or ARUSD; **DT-1 day per week for 90 minutes, for 12 weeks at each site; GC-1 day per week for 60 minutes, during the entire school year.**
4. Dates and time of program will be coordinated between GSNorcal and authorized person at each site
5. Provide 1-2 fieldtrips (virtual or in person) if possible
6. Share survey results with ARUSD upon request
7. Provide trained, screened, TB tested, and Covid-19 vaccinated staff to facilitate program & ensure all participants are supervised at all times.
8. Be in contact with authorized site staff to notify of any cancellations or changes in schedule.
9. Offer the opportunity to participate in Girl Scout's financial literacy program (cookie and nut sale).
10. Offer the opportunity to participants to continue with Girl Scouts through recruitment and program advertisement

Best Regards,

Rosa Chihuahua
Community Based Programs Manager
Rchihuahua@gsnorcal.org
408-287-4170 x 3009



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

Submitted by: Sandra Garcia

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

Name of Individual/Company: GKS Education, LLC DBA: Sylvan Learning

Address: 5415 Camden Ave City: San Jose State: CA Zip: 95124

Phone: (408) 448-8100 Email Address: rogersshore@sbcglobal.net

SSN: _____ or Fed I.D. #: sylvan.wendy21@gmail.com

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 10, 2022 end date June 30, 2023
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

Sylvan Learning offers SylvanSync and AcelT programs. They will provide tutoring services in reading or math to ARUSD students 2nd-8th grade for centrally organized student groups (Migrant, Foster or McKinney Vento) or at district schools.

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

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

_____ b. **Other:** \$ up to \$ 99,000 (describe rate agreement) Hourly rate (range \$35- \$45.00 small groups)
and (range \$840-\$1,080 independent) depending on program. Not to exceed \$99,000.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	000000	360	7221	\$12,000	Migrant
				Master		-	various	codes			

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



Contract Services Provided by Sylvan Learning San Jose
ARUSD Service Proposal School Year 2022-2023

**SylvanSync Program
Includes:**

Pre and post Assessment (with an average growth of .7 to one academic year)

Flexible schedule (after school, Saturdays, mornings)

Option for students to attend in our Sylvan location in San Jose or live online

Minimum of one hour session, twice a week.

Personalized, prescriptive Student Learning Plan – tailored to each student's need.

Credentialed teachers /Sylvan certified teachers

Reading or Math program options

Sylvan will provide attendance reports

Progress reporting to parents, school and district director

	SylvanSync (digital) Personalized Instruction
3:1 Intensive 24 hrs A. In the Sylvan Learning Center B. Online, same program and instruction	<p>At the completion of each 24 session cycle, a progress assessment is administered to measure growth and achievement</p> <p>Tuition: Hourly rate per student: \$45.00</p> <p>Total fee per 24 hours of instruction: \$1,080/student</p>

SylvanSync Program: The Digital Learning Platform

Videos about SylvanSync: <https://www.youtube.com/watch?v=fT0xFCvV2JA>

The customization of the learning experience starts with understanding each student's needs and interests in relationship to what the student is expected to know at a specific instructional level. The SylvanSync system is empowered by an integration of the formative assessment system with the curriculum materials based on implementing "learning progressions"

(Confrey & Maloney, 2012). Sylvan uses learning progressions as a systematic and coherent way of organizing content and as a basis for their adaptive backbone. The results of the STAR tests have been used by Renaissance to create empirically validated learning progressions that are mapped to **Common Core State Standards** (Renaissance Learning, 2013; Renaissance Learning, 2012). Sylvan has mapped its Common Core aligned content to Renaissance's learning progression to create its own learning progressions in reading and math.

SylvanSync uses the results of the STAR tests to place students at a starting point on Sylvan's learning progression. The assessment occurs prior to the first session in order to create the personalized learning program. Once on the progression, a student's ability to master content determines which content a student receives and in what order. If a student demonstrates competency with a specific skill on a pretest, or by completing instructional tasks, he/she will move forward on the progression. If a student cannot master a particular skill, then he/ she will receive instruction in prerequisite skills and thus move back in the progression until he/she has mastered the prerequisite skills.

In this manner, **students receive the instruction they need**, when they need it. This dynamic process provides a personalization of the learning experience. As noted in a study by the Parthenon Group (2011), "Personalized learning is necessarily faster, accelerated learning, and ideal for students who have fallen behind." At the same time, the Sylvan teacher can monitor student performance and provide targeted support where the student is having difficulties or using suboptimal strategies.

Signature:

Alum Rock Union Elementary School District Representative
Hilaria Bauer, Ph.D. - Superintendent

Date

Abhishek Srivastava

07 / 18 / 2022

Sylvan Learning Representative
Abhishek Srivastava

Date



July 12, 2022

TO: Sandra Garcia Director, State and Federal Programs

FROM: Roger Shore, Sylvan Learning

Thank you for the opportunity to work with Alum Rock students and your department during this school year 2022-2023. The following items will help make the program effective and consistent.

1. We will make the following instructional times available:
 - a. After school in the San Jose learning center
 - b. After school, at home, with live online instruction
 - c. During Saturday mornings
2. The required pre and post assessment fees are included as part of the package fee
3. Students entering the program must be able to maintain attention during in center and online instruction. We recommend students from 2nd grade forward.
4. Parents must sign the emergency forms and center policy and Covid 19 safety policy
5. Sylvan will provide weekly attendance reports for in center and online attendance
6. Due to Covid 19 safety restrictions that impact and limit our schedule and available space, Sylvan must invoice for scheduled sessions and not attended sessions. We will do our best to confirm instruction but do not have the ability to allow for missed sessions.
7. Alum Rock will provide student information and student contact information.
8. Alum Rock will assist in contacting students who have missed sessions and will provide replacement students if a student misses 2 scheduled sessions without contacting Sylvan in advance.

You will find the accompanying document itemizing Scope of Service and instructional program description.



By Sylvan Learning

Teacher directed, small class instruction to meet individual student needs.

- Begins with an assessment to determine specific learning needs
- Students are placed in small groups (6-8 students per group) based on their learning needs
- Teachers provide instruction on learning objectives, motivate students and reward them for their achievement and effort
- All Ace IT! Tutoring programs are aligned to state and district standards to help students learn skills that are on standardized tests.

Pre and post Assessment

After school schedule

Minimum of two hours per week

6:1 student teacher instruction

Credentialed teachers and/or
Sylvan certified teachers

School site supervisor

Use of AceIt group instructional
materials

24 hours of instruction

Progress report to parents and school

Final Report to parents and school

18 Students minimum per
school

\$840 per student

\$35/hour/student

Alum Rock Union School District agrees to provide support services that include but are not limited to:

- Identify and select students for participation in the instructional program
- Provide a ARUSD staff member to be designated as "Program Manager"
- Provide a sufficient number of classrooms, in each school, to instruct all students in the program if the on-site option is chosen.
- Designate an on-site coordinator, at each school, to work with Sylvan staff

- Allow Sylvan to offer school district teachers employment as Sylvan instructors for this program
- Provide a secure storage space, at each school, for curriculum materials and supplies while not in use
- Provide time for a school staff presentation to inform classroom teachers of the program details.
- District will provide after school snacks for students in attendance
- District agrees that if a student is unable to continue instruction, a replacement student can be added to the program
- District agrees that post test assessment results for students who have completed 22 or fewer hours of instruction will be removed from the district wide average and viewed as a separate group
- Maintenance of liability insurance coverage at schools that includes after school instruction
- District will provide district and school emergency information to Sylvan staff for use after the regular school day
- District will continue normal maintenance of classrooms in use by Sylvan
- Minimum required of 4 students for the program to proceed
- School is charged by scheduled sessions and not attended sessions



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

Submitted by: Sandra Garcia

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

Name of Individual/Company: Little Heroes

Address: 5669 Snell Ave #275 City: San Jose State: CA Zip: 95123

Phone: (408) 679-7779 Email Address: jbeeks@littleheroes.org

SSN: _____ or Fed I.D. #: 46-0805877

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 16, 2022 end date June 8, 2023
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

Little Heroes will provide youth development programs at up to 16 elementary schools in ARUESD to support and enrich student learning. Little Heroes staff is prepared to provide on-site or virtual programming.

9am-5pm Monday-Friday with exact hours to be mutually agreed upon.

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

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

X b. **Other:** \$31,000 (describe rate agreement) Not to exceed \$31,000 per site

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS ORC Initials
060	3217	0	5815	00	1110	1000	010200	360	7390		
MASTER - \$31,0000/per site - various budget codes											

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



Little Heroes– Scope of Work

Terms of Service:

The contract is valid for the 2022-2023 school year. Expected start date of August 16th, 2022. End of service, June 8, 2023.

Program Components:

Each Program Component will be maintained to the expectations of the Program Coordinator and Administration team. Estimated start dates for each Component depend upon in school start date

- Playground Heroes - Within 3 weeks of start date.
- Class Game Times - Within 2 weeks of start date.
- Sports Leagues and Tournaments - 8 weeks from the start date.
- Rescue Recess - First day.

Program Cost:

The full program cost is \$31,000. Payable through 10 monthly payments of \$3,100. With the first invoice being submitted at the start of the program. Final payment shall be received by the culmination of the school year. **Each invoice shall be submitted the first week of each month for expected payment by the 20th of each month. Note: Little Heroes will Not Charge ARUSD with late fees due to failure to pay on time.**

Class Game Times:

Each class shall receive their time with the coach once every two weeks per the set schedule. The coach is responsible to make up any classes missed due to absence, illness, or if he/she is needed for an emergency situation while on campus. Classes missed due to school calendar (Holidays, field trips, assemblies) are not required to be made up, though switching with another class ahead of time is completely acceptable. Classes are expected to start within two weeks of school opening up.

Recess Expectations:

Coach will be present and active at all primary and secondary recesses. Coach is not expected to be used in a permanent yard supervisor type role; though certain situations may require them to fill in when short-handed. Coach will be actively moving and engaging students in all areas, encouraging them to participate in an organized game or activity.

Day to Day Expectations:

- Maintain each component to its expectations.
- Keep constant communication with Administration and Office Staff

- Take 2-3 classes out, ensuring each class will be seen once every two weeks
- Provide support and excitement to the yard
- Open and available to aid administration in anything they shall need.

Provider Expectations:

All Little Heroes personnel shall be properly cleared to work within the district. A background check, TB Test, Fingerprinting, and CPR/First Aid certifications are all required before arriving on campus.

Each School agrees to provide the following for our coaches:

- A basic set of equipment. Enough to successfully run 5-6 organized games at recess.
- An office workspace for the coach. A place to prep in any downtime, and respond to work calls and emails.
- Access to a computer. Being assigned one for the year would allow for a more efficient school year.
- An area to host after school meetings and trainings. (classroom, library, etc)

Agreement:

This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations and Agreements concerning the same. Each party may terminate this contract for any reason, at any time.

ALUM ROCK UNION SCHOOL DISTRICT:

Print Name: Hilaria Bauer, Ph.D. Superintendent

Sign: _____

Date: _____

PROVIDER:

Print Name: Jarzzale Beeks

Sign: 

Date: 08 / 03 / 2022



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: State and Federal Programs (School/Dept.)

VENDOR NO. 22390

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: Panorama Education Inc

Address: 24 School Street Suite #4 City: Boston State: MA Zip: 02108

Phone: (617) 829-3651 Email Address: arusso@panoramed.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 15, 2022 end date September 14, 2023
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

Panorama will provide District-wide climate and social-emotional learning surveys to students, families and staff at all Alum Rock Union School District Sites for 2022-2023 School Year. Staff training reports and professional development tools are also included in the contract cost.

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:** \$39,760.00 (describe rate agreement) not to exceed \$39,760.00

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
060	3010	0	5815	00	1110	1000	000000	360	1190	\$39,760.00	

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

PANORAMA EDUCATION – SERVICE ORDER

PANORAMA

Primary Contact Information

Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Alum Rock Union Elementary School District	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Sandra Garcia, Director, State and Federal Programs	<i>Primary Contact, Title</i>	Aly Russo, Account Director
<i>Billing / Payment Address</i>	2930 Gay Avenue	<i>Billing Address</i>	24 School St. Fourth Floor
<i>City / State / Zip</i>	San Jose, CA 95127	<i>City / State / Zip</i>	Boston, MA 02108
<i>Primary Contact Email Address</i>	1. sandra.garcia @arusd.org	<i>Email</i>	arusso@panoramaed.com
<i>Primary Contact Phone Number</i>	(408)928-6935 office	<i>Phone</i>	617-829-3651
<i>Accounts Payable Contact</i>			
<i>Accounts Payable Email Address</i>			
<i>Accounts Payable Phone Number</i>			
<i>Purchase Order Required?</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

(1) Description of Services and (2) Fees

Description of Services	Fees
<u>Annual Licenses:</u>	<u>Effective Date:</u> 9/15/2022
Panorama Climate Surveys and SEL: Platform License (Grades 4-8)	<u>Contract Term:</u> 9/15/2022-9/14/2023 (From Effective Date)
Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.	
<ul style="list-style-type: none"> Student surveys Teacher/staff surveys Family surveys Community surveys 	Annual License Fee Grades 4-8: \$18,700 / year
Panorama Teacher and Staff Surveys and Adult SEL: Platform License (Grades TK-3)	Annual License Fee Grades TK-3: \$ 7,875/ year
Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.	
<ul style="list-style-type: none"> Teacher/Staff Surveys 	CORE Discount (20% off licenses) (\$5,315)
Panorama Family Surveys: Platform License (Grades TK-3)	
Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.	
<ul style="list-style-type: none"> Family surveys 	Subtotal License Fee Over Contract Term: \$21,260

PANORAMA EDUCATION – SERVICE ORDER

PANORAMA

Services:

Project Management

Includes dedicated Client Success Manager who will work with the client's main point of contact to execute a successful project administration.

- Develop project timeline
- Manage setup and administration
- Customize configurations
- Coordinate rollout of reports

Project Management: \$5,000 / year

Professional Development: \$13,500 / year

Subtotal Services Fees Over Contract Term: \$18,500

4- Virtual Workshops (Core Offering)

Includes a consultative planning session with a professional learning specialist and up to 2 hours of virtual facilitation for groups <50 (Larger sessions can be supported as interactive webinars, and additional facilitators can be added for breakout rooms or chat moderation at an additional cost).

5 Consultations (Virtual Bundle >5) *requires at least project-based advising (\$5,000)

Includes a facilitated session with one school- or district-based leadership team to understand context, present the key findings from data, facilitate a process of prioritization, and guide determination of next steps for student and adult support. Project-based advising ensures we can also include:

- Creation of a consolidated hub of school-level priorities and action plans (example - do not share)
- Presentation of insights and recommendations to the district team based on the findings from school consultations (example - do not share)

Project-Focused Advising

Includes quarterly or 4x annual advising support with a professional learning advisor

Annual Total: \$39,760 / year

(Invoiced on Effective Date)

Total Over Contract Term: \$39,76

(3) Agreement

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO") and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms").

(4) Supplemental Terms and Conditions (if any)

Authorization

By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.

PANORAMA EDUCATION – SERVICE ORDER

PANORAMA

Client Signature:

Print Name, Title:

Date:

Hilaria Bauer, Superintendent

Panorama Signature:



Print Name, Title:

Date:

Dee Tran

Sr Contracts Mgr

07 / 21 / 2022



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

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

VENDOR NO. 20988

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: Reading Partners

Address: 180 Grand Ave Ste#800 City: Oakland State: CA Zip: 94612

Phone: (510) 444-9800 Email Address: patricia.obrien@readingpartners.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 1, 2022 end date June 30, 2023
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:
- A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

Reading Partners will provide one on one reading support utilizing structured curriculum based materials to qualifying students at Aptitud Community Academy and San Antonio Elementary. Reading Partners will be provided on site/virtually with schedule to be agreed upon.

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

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

 X b. **Other:** \$ _____ (describe rate agreement) Not to exceed \$15,000 per site

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	MASTER	

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Program Agreement

This Program Agreement (this "**Agreement**") is made and entered into as of 07/13/22 ("**Effective Date**") and is between the Alum Rock Union School District, an educational institution located at 2930 Gay Avenue, San Jose, CA 95127 ("**District**") and Reading Partners, a California nonprofit public benefit corporation ("**Reading Partners**").

Background

- A. District seeks to provide its students with additional individualized reading intervention and to do this in a way that invests the community in students' achievement.
- B. Reading Partners provides structured, evidenced-based, volunteer tutoring programs for students.
- C. Reading Partners offers tutoring programs and other literacy resources and services for students and families.
- D. The parties desire to enter into this Agreement to develop a relationship between District and Reading Partners in order to establish literacy-related services for the District (the "**Services**") which may be provided on-site at one or more schools ("**On-Site Services**") and/or remotely through alternative methods of delivery, such as instruction by online, phone, or other distance learning technology ("**Remote Services**"), as agreed by the parties, to be provided by Reading Partners' staff and volunteers assigned by Reading Partners to provide the applicable Services as part of the Program (defined below) ("**Personnel**").

1. **REPRESENTATIVES.** District designates the individual set forth on Exhibit A as "District's Representative" as its initial primary representative with regard to this Agreement ("**District's Representative**"). District's Representative will have the overall responsibility for managing and coordinating District's performance of its obligations under this Agreement and be authorized to act for and on behalf of District with respect to all matters relating to this Agreement. District may change the individual that is the District's Representative on notice to Reading Partners.

2. RESPONSIBILITIES OF DISTRICT

a. **Resources for On-Site Services.** District will do the following if and when Reading Partners agrees to provide On-Site Services:

i. Provide a dedicated space on School campuses (the "**Donated Space**"), to be agreed upon by District's and/or School's administration and Reading Partners, at no charge to Reading Partners, that (1) includes a working phone, Internet connection, and a dedicated space large enough for a Reading Partners reading center (no less than Donated Space requirements specified on Exhibit A), and (2) is accessible during School's operating hours for Personnel.

ii. Provide services necessary to maintain the Donated Space in a condition substantially similar to that of other classrooms on School campuses, including janitorial services, maintenance, utilities, and technology support (the "**Donated Services**").

iii. Ensure that Personnel have reasonable access to the resources generally available to School staff, including but not limited to: school-based intranet, school

wireless internet networks (e.g. WiFi), online course platforms, copy machine, school supplies, and an on-site mailbox. These resources may be shared with School staff.

b. **General Program Support.** District schools will undertake the following responsibilities:

i. Keep Reading Partners reasonably informed about School activities and announcements by providing appropriate and timely access to any relevant School scheduling changes, closures, news, staff bulletins, emails, updates and allowing designated Personnel to attend School staff meetings.

ii. Provide to Reading Partners such student demographic and assessment data as necessary for Reading Partners to (1) determine appropriateness of student placement and guide enrollment in the Program; (2) inform instruction and periodically review student progress; and (3) report in aggregate on student demographics and reading improvement. This data may include parent/guardian contact information, student name and district unique identifier (ID), Individualized Education Program (IEP) status, English Language Learner (ELL) status, and information on student literacy and academic performance ("**School-Provided Student Information**"). If Reading Partners' access to School-Provided Student Information requires the approval of District, District hereby consents to the release of such data to Reading Partners.

iii. Use reasonable efforts to support and assist Reading Partners' efforts to collect parent/guardian permission forms, ensuring a timely and efficient enrollment process.

iv. Coordinate with Reading Partners to conduct brief check-ins between Personnel and School's teachers to survey student progress every 8 weeks or at such other frequency as mutually agreed upon.

v. Offer visibility to Reading Partners by (1) providing Personnel with opportunities (in no event less than once per semester) to present the Program to School staff and the broader School community; (2) including reference to the Program in appropriate School media channels, such as School's newsletter or website; and (3) working with Reading Partners on joint press releases or other announcements and promotion through social media.

vi. Use reasonable efforts to support Reading Partners' efforts to (1) achieve volunteer recruitment goals and (2) achieve its fundraising goals, especially during visits to School from donors and funders.

vii. Ensure that Reading Partners is effectively incorporated into the structure of School's campus and education platforms and that Personnel are appropriately included as partners in student achievement.

viii. Provide Personnel with copies of all applicable School policies and procedures.

ix. Provide Reading Partners with access and support services that are necessary to enable Reading Partners to effectively execute its program. Additional access and service needs are specified in **Exhibit A**.

3. **RESPONSIBILITIES OF READING PARTNERS.** In connection with this Agreement, Reading Partners will use commercially reasonable efforts to undertake the following responsibilities:

a. **Program**

i. Operate a program that provides reading support to qualifying students of District specifically utilizing a Reading Partners-approved program model which may include, but is not limited to, use of a proprietary, evidenced-based curriculum, individualized tutoring, and Reading Partners specific resources, through the agreed upon delivery methods during the days and times specified in Exhibit A (the "Program").

ii. To the extent mutually agreed upon by the parties or as permitted by this Agreement, provide Remote Services, which may include remote tutoring services via distance learning technologies, video programs, book packages, and other literacy resources, to support qualifying students of District that supplement On-Site Programs or that are provided in place of On-Site Programs when circumstances do not reasonably permit On-Site Programs to be provided.

iii. Work with District administrators, School's teachers, and other School staff to identify and enroll students who could benefit from the Program as defined by Reading Partners target status, to the extent capacity permits.

iv. Work with School staff to determine an appropriate schedule for students to participate in the Program.

v. Ensure that the Personnel are appropriately trained, including any required trainings that the District generally mandates for volunteers and provides to Reading Partners, and receive on-going coaching and support from Reading Partners, as necessary to perform the Program.

vi. Ensure that all recurring On-Site Personnel comply with any District policies and School visitor procedures that are provided in writing in advance by District to Reading Partners.

vii. Conduct certain background checks and medical tests on recurring Personnel, to the extent required by District and any applicable local, state, or federal laws and guidance from relevant public health authorities, including those expressly stated in Exhibit A.

viii. Monitor student progress and regularly communicate with District and School staff about the Program.

ix. At least once per school quarter or semester, as applicable, use reasonable efforts to provide District administration and School staff any requested Reading Partners Information (defined below) related to individual students to the extent permitted by applicable parental/guardian consents as well as on an aggregate and de-identified basis.

x. Support the professional development of Personnel by providing ongoing opportunities, including training, relevant research, and instructional resources.

xi. Provide liability insurance for operations and recurring Personnel with at least US\$1 million in coverage and furnish a certificate of said insurance at District's request.

4. CONFIDENTIALITY AND DATA

a. Data Protection

i. District agrees that it is bound to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations enacted at 34 C.F.R. Part 99 (“**FERPA**”), the Children’s Online Privacy Protection Act, 15 U.S.C. § 6501- 6505 (“**COPPA**”), and relevant state student privacy laws, among other applicable federal and state laws.

ii. District and/or Schools shall provide Student PII and other relevant Personal Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. For purposes of this agreement, “**Student PII**” has the same meaning as “personally identifiable information” from “Education Records,” as these terms are defined by FERPA at 34 C.F.R. § 99.3. “Student PII” shall also include “personal data” as that term or similar terms are defined under data protection laws applicable to the Parties. “Student PII” includes District-Provided and School-Provided Student Information.

iii. District will maintain the confidentiality and privacy of information provided by Reading Partners (including without limitation, any Student PII created and maintained by Reading Partners on behalf of District) (“**Reading Partners Information**”) in accordance with applicable law and regulations, including FERPA. District and its authorized representatives acknowledge that they may only use and disclose Reading Partners Information for the purposes described in this Agreement and in compliance with FERPA.

iv. District acknowledges that it is District’s sole responsibility to ensure that any Student PII it discloses to Reading Partners or authorizes Reading Partners to collect under this Agreement is in compliance with all applicable laws and regulations, including but not limited to FERPA and the Protection of Pupil Rights Amendment, set forth in 20 U.S.C. § 1232h.

v. District shall notify Reading Partners promptly of any known unauthorized access to the Services. District will assist Reading Partners in any efforts by Reading Partners to investigate and respond to any unauthorized access.

vi. Reading Partners will maintain the confidentiality and privacy of Student PII in accordance with applicable law and regulations, including FERPA and any applicable federal and state privacy laws.

vii. Reading Partners and its Authorized Representatives (as designated by this Agreement’s signatory) acknowledge that they may only use, maintain, and disclose Student PII (including District-Provided and School-Provided Student Information) in compliance with FERPA.

viii. Reading Partners will have access to and may use Student PII in performance of the Program under this Agreement, all in accordance with this Agreement, subject to applicable law.

ix. Reading Partners will collect, use, and/or otherwise process the following Student PII data elements in connection with the Services: first name, last name, preferred name, birthdate, gender, race/ethnic origin, primary home language, other languages, preferred communication language, District ID, grade, School/District, classroom, teacher, whether the student is free/reduced lunch eligible, other programs a student may participate in, including other literacy intervention programs, cognitive IEP

status at referral, ELL status at referral, cognitive IEP obtained while enrolled, Independent Reading Level Assessment (Date, Reading Level, Assessment Type), and other information provided by teachers regarding students.

Reading Partners will not collect more Student PII than is reasonably necessary to provide the Services. Reading Partners may also collect information regarding students' guardians, including name, email, mailing address, home phone, cell phone, and emergency contact name and phone number.

x. Reading Partners will collect, use, and/or otherwise process Student PII provided through the Services only to provide the Services, as described in this Agreement, or as otherwise necessary to comply with necessary law.

xi. To the extent Reading Partners transfers Student PII collected through the Services to subprocessors, Reading Partners agrees that it will enter into written agreements with those subprocessors whereby the subprocessors agree to process Student PII in accordance with this Agreement.

xii. Reading Partners may use aggregate information derived from Student PII for the purposes of sharing such aggregate information with donors and for compliance with reporting requirements under applicable federal law.

b. **Marketing & Communications.** Reading Partners may use District's name and School names and may disclose District's relationship with Reading Partners in advertising, press, promotion, and similar public disclosures, except that such advertising, promotions, or similar public disclosures will not indicate that District or School in any way endorses any Program without prior written permission from District or School.

5. **ADDITIONAL TERMS**

a. **Donated Space Safety.** Reading Partners is responsible for the safety of its Personnel in the performance of activities under this Agreement. Therefore, Personnel may not participate in projects that pose undue safety risks. In the event that the safety of using Donated Space is a concern, the Program may be provided through Remote Services.

b. **Strikes.** In order to ensure the safety and well-being of Personnel and, where applicable, AmeriCorps members, Reading Partners reserves the right, at Reading Partners' sole discretion, to suspend its services (including the Program) during a strike involving District or its school teachers or staff.

c. **AmeriCorps Terms.** The following terms apply when the Program is being delivered as an AmeriCorps program.

i. **Drug-Free Workplace Act.** As a federal grantee, Reading Partners is required by the Drug-Free Work Place Act of 1988 to provide participants of the Program with a drug-free environment.

ii. **AmeriCorps Service Display.** As a grantee of AmeriCorps, Reading Partners must grant permission for Donated Space(s) to display AmeriCorps poster(s) and/or information, where AmeriCorps members are actively serving. District will permit the display of such poster(s) and/or information, if applicable.

iii. **AmeriCorps Prohibited Activities.** As an AmeriCorps grantee, Reading Partners AmeriCorps members and volunteers supported by the program may not engage in certain prohibited activities, as federally mandated in 45CFR § 2520.65. Prohibited activities include:

1. Attempting to influence legislation;

District will add the applicable transaction fee to the payment when making such payment by making sure the "I'd like to cover the processing fee so 100% of my donation goes to Reading Partners." (or similar) checkbox is checked. If District does not do so, Reading Partners may issue an invoice for the transaction fee.

7. PROPRIETARY RIGHTS

a. **Reading Partners Materials.** Any materials provided by Reading Partners to District ("**Materials**") will be used and disclosed solely as required to perform the Program and District's obligations under this Agreement. As between Reading Partners and District, Reading Partners will own the Materials as well as any derivatives or improvements of the Materials developed or derived by or on behalf of Reading Partners or Personnel.

b. **Marking.** District will not remove or alter any proprietary notices on Materials.

8. TERM AND TERMINATION

a. **Term.** The initial term of this Agreement will commence on the Effective Date and continue for the duration of District's then-current academic year or for such period stated on Exhibit A, unless earlier terminated in accordance with this Agreement (the "**Initial Term**"). Unless otherwise specified on Exhibit A, the academic year will be considered to be August 15 through August 14 of the next year. No less than 60 days prior to the end of the Initial Term or then-current Renewal Term, Reading Partners and District will use reasonable efforts to agree to and execute an updated version of Exhibit A that will apply to the following academic year (the term of which is a "**Renewal Term**" and all Renewal Terms, if any, together with the Initial Term, the "**Term**") extending the Term or either party may give notice to the other of its intent not to renew this Agreement. If the parties do not agree on a revised Exhibit A before 60 days prior to the end of the Initial Term or then-current Renewal Term, unless the parties mutually agree in writing to extend the negotiation period for the upcoming Renewal Term, this Agreement will expire as of the end of the Initial Term or then-current Renewal Term, as applicable.

b. Termination

i. District may terminate this Agreement at any time by providing 60 days' written notice to Reading Partners. If there is an early termination, any Reading Partners services provided under this Agreement (including the Program) will terminate, and the Fees for the Initial Term or then-current Renewal Term, as applicable, will be paid to Reading Partners immediately upon termination (including Fees payable for services that would have been provided during the remainder of the Initial Term or then-current Renewal Term, as applicable, had District not terminated this Agreement).

ii. Either party may terminate this Agreement if the other party materially breaches this Agreement and does not cure that breach within 30 days of written notice from the non-breaching party. Without limitation, any failure by District to timely pay any amounts to be paid under this Agreement will constitute a material breach of this Agreement, and Reading Partners may, without limitation of any of its other rights and remedies available, suspend performance of the Program during any time that District fails to pay any amounts owed to Reading Partners.

iii. On termination or expiration of this Agreement, the following will apply:

1. The parties will cooperate to effect an orderly, efficient, effective, and expeditious termination of the parties' respective activities under this Agreement;

2. Reading Partners will have no obligation to perform any services after the effective date of the termination;

3. District will pay to Reading Partners any Fees and other amounts payable for the Program through the effective date of the termination (if terminated for Reading Partner's breach) or through the end of Initial Term or then-current Renewal Term, as applicable, for any other termination or if the Term expires;

4. District will deliver to Reading Partners all Materials that are in District's or schools' possession or control;

5. Any and all liabilities accrued prior to the effective date of the termination will survive; and

6. The parties' respective rights and obligations under Sections 4 (CONFIDENTIALITY AND DATA), 7 (PROPRIETARY RIGHTS), 8.b (Termination), 9 (WARRANTIES AND DISCLAIMER), 10 (LIMITATIONS OF LIABILITY) and 11 (MISCELLANEOUS) of this Agreement will survive.

9. **WARRANTIES AND DISCLAIMER**

a. **Mutual Warranties.** Each party represents and warrants to the other that: (i) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (ii) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (iii) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or any other agreement to which it is a party or by which it is otherwise bound.

b. **Disclaimer.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 9, READING PARTNERS MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. READING PARTNERS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT.

10. **LIMITATIONS OF LIABILITY**

a. **Disclaimer of Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, READING PARTNERS WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO DISTRICT FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, EVEN IF READING PARTNERS IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

b. **Cap on Liability.** UNDER NO CIRCUMSTANCES WILL READING PARTNERS' TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, IN AGGREGATE, EXCEED THE TOTAL AMOUNT PAID BY DISTRICT TO READING PARTNERS IN THE 12 MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

c. **Independent Allocations of Risk.** EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY READING PARTNERS TO DISTRICT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 10 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

11. MISCELLANEOUS

a. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without reference to its conflicts of law provisions that would result in the application of the laws of another jurisdiction.

b. **Independent Contractor.** It is the express intention of the parties that Reading Partners perform the Program as an independent contractor. Without limiting the generality of the foregoing, neither party is authorized to bind the other party to any liability or obligation or to represent that it has any authority to do so.

c. **Mitigation.** Each party must mitigate the impact of any damage arising out of or related to this Agreement.

d. **Notices.** Any notice required or permitted under this Agreement or required by law must be in writing and must be: (i) delivered in person or (ii) sent by overnight air courier with some sort of tracking mechanism, in each case properly posted and fully prepaid to the appropriate address as set forth below. Either party may change its address for notices by notice to the other party given in accordance with this Section 11.d. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

e. **Waiver.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.

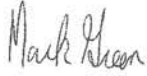
f. **Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

g. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

h. **Headings.** Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

Agreed:

READING PARTNERS



Signature, Executive Director

Mark Green

Print Name

07/13/22

Date

Address for notices:

Reading Partners
638 3rd Street
Oakland, California 94607
ATTN: Legal Department

DISTRICT

Signature

Hilaria Bauer, Ph.D., Superintendent

Print Name

Date

Address for notices:

[Add]

EXHIBIT A

- **School Year:** 2022 - 2023 (the "Current School Year")

- **District Name:** Alum Rock Union School District

List of Schools to partner with Reading Partners: Aptitud and San Antonio

- **District/District's Representative:** Sandra Garcia

- **Program Schedule:** 7am-6pm (local time), Monday through Friday (excluding days School is closed and AmeriCorps professional development days), Fridays are used for make up sessions)

- **In-Kind Donated Contribution:**

- **Use of the Donated Space for the Current School Year is estimated to be valued at:**
\$[]
- **Other Contributions:** (Optional) If there are other Donated Services (such as janitorial, maintenance, copies, etc.) that Reading Partners will receive at the Schools during the Current School Year, please feel free to include the estimated annual in-kind value, here:
\$[]
- **Total annual in-kind value:** \$[]

- **Additional School/District Responsibilities:**

- Identify a school liaison responsible for timely communication with Reading Partners regarding all school updates (events, schedule changes, family engagement) and management of technology access.
- Ensure that Reading Partners is incorporated into the weekly e-learning schedule.
- Grant Reading Partners access to and create login(s) for Google Classroom and other relevant e-learning platforms.
- Share School staff, student, and parent contact information with Reading Partners as needed.
- Support on-site and e-learning by connecting Reading Partners staff with District IT department staff and by providing students with technology and technical support as needed.

- **Donated Space Requirements:**

- The Donated Space at each School must be a minimum of 400 square feet and used solely by Reading Partners during the On-site services offered in the Term.

- **Cash Contribution/Fees:**

- The total cash amount District is contributing for the Current School Year is: \$30,000

- The cash contribution is supported through the following funding source: (Please be specific: Name/ Address of entity):
- **Program Term (tutor beginning date - tutor ending date):** Sept 1 - June 30
- **Payment Arrangement Plan:**
 - **Frequency of payment installments:** annually
 - **Invoice Date(s):**
 - **Invoice Amount:**
 - **Payment Term:** Net 30 from date of invoice
 - **Please note that invoices will be emailed annually, unless otherwise specified.**
 - **PO or requisition number required on invoices?** Yes ☐ No ☐
 - **PO from district is required before invoicing?** Yes ☐ No ☐

Payment Options

Via EFT/Wire (Preferred)

Bank Name: Union Bank
 Bank Address: 1970 Franklin St., Oakland, CA 94612
 Account Name: Reading Partners
 Account Number: 7831007195
 ABA/Routing Number: 122000496

Via Check

Oakland, CA Headquarters Address: Address: 638 3rd Street, Oakland, CA 94607

OR

Local Regional Office Address: []

● **Relevant School/District Policies:**

- **Recurring Personnel background checks requirements:** [None.]
- **Recurring Personnel medical test requirements:** [None.]

● **Background checks for Recurring Personnel**

RP Staff: Four-part criminal history check consisting of: (1) a search of the National Sex Offender Public Website, (2) the RP staff's state of residence at the time of application, (3) the state in which such RP staff will serve/work (if different from their state of residence), and (4) National Criminal Search including 2 most current counties of residence check.

RP AmeriCorps Members: Four-part criminal history check consisting of: (1) a search of the National Sex Offender Public Website, (2) the RP AmeriCorps state of residence at the time of application, (3) the state in which such RP AmeriCorps will serve/work (if different from their state of residence), and (4) FBI Criminal History Check

RP Volunteers:

On-Site Personnel background checks requirements: Volunteers: Reading Partners will conduct criminal background checks using Live Scan or Sterling Volunteers (in the event a volunteer is unable to be fingerprinted due to two or more attempts resulting in poor quality prints).

On-Site Personnel medical test requirements: Volunteers: Reading Partners will require all volunteers to have a complete TB clearance or risk-assessment from no more than 60 days prior to the Effective Date and renew such complete TB clearance or risk assessment at least once every four years (for the duration of the Term).

• **Financial Contact Information: (not required to fill this chart)**

Invoicing:	Payment (if different from invoicing info):
Title: Purchasing Secretary	Title:
Name:	Name:
Address:	Address:
City/State:	City/State:
Zip:	Zip:
Phone:	Phone:
Fax:	Fax:
Email address:	Email address:

* * *



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Programs (School/Dept.) VENDOR NO. 17569

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: San Jose Grail Family Services (GFS)

Address: 2003 E San Antonio St City: San Jose State: CA Zip: 95116

Phone: (408) 347-7892 ext.301 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 12, 2022 end date June 30, 2023

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

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

GFS pairs students with reading tutors and provides parent workshops regarding the importance of reading
aloud and sharing stories in the home. GFS will also provide on-site or virtual services to any TK/K and 1st
grade students and their parents at Dorsa and San Antonio Elementary.

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:** \$ 10,000.00 (describe rate agreement) not to exceed \$10,000.00

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
060	3010	0	5815	00	1110	1000	000000	360	1190		

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 (MOU)
between Grail Family Services and
Alum Rock Union Elementary School District
FY 2022-2023



This Memorandum of Understanding (MOU) establishes the working relationship between **Grail Family Services**, a 501(c)(3) entity located at 2003 E. San Antonio Street, San Jose, CA 95116, herein after referred to as "**GFS**" and **Alum Rock Union Elementary School District**, located at 2930 Gay Avenue, San Jose, CA 95127, hereinafter referred to as "**ARUSD**" in the **Yes We Can...READ (Plus) Initiative**, hereinafter referred to as "**YWCR+**."

GFS and **ARUSD** understand that **YWCR+** is continually evolving and, therefore, flexibility is a crucial component in the successful creation and implementation of this initiative. In addition, both recognize the important role of clear communication in determining and carrying out every phase of **YWCR+**.

I. Purpose and Scope

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the implementation of **YWCR+**. This MOU will set forth the principles and procedures to which the agencies will be bound.

YWCR+ is intended to educate parents and caregivers about the importance of reading aloud and sharing stories in the home; to increase lines of communication between parents and teachers; to utilize a variety of volunteers as classroom mentors and to ultimately improve children's reading abilities through consistent exposure to books and read aloud sessions. Because current research shows that early math is as strong a predictor of academic success as literacy, we have added an early math component to **YWCR**. This means that as a part of the Mentor Sessions, Parent Engagement Workshops, and Family Literacy Nights, participants will receive support in early math concepts through books and activities that introduce skills such as number sense, representation, spatial sense, measurement, and problem solving. To support this goal, **GFS** and **ARUSD** will fully participate in the planning, delivery and evaluation of **YWCR+**.

The proposed project will serve adults and their children that reside primarily in the Mayfair community of East San José in Santa Clara County. The Mayfair community is a predominately Latino community. Estimates from the 2000 U.S. census show that 80 percent of the population is of Hispanic/Latino origin and 25 percent of the neighborhood's population lives below the poverty line, with a median household income of \$36,712. The Mayfair community has been designated as a child poverty zone by Santa Clara County because of the disproportionately high number of children under five living in poverty.

The specific activities relative to the initiative include:

Memorandum of Understanding (MOU)
between Grail Family Services and
Alum Rock Union Elementary School District
FY 2022-2023



- This project will be implemented during the 2022-2023 school year at two schools part of the ARUSD, Dorsa Elementary and San Antonio Elementary School. The project will be implemented in person, virtually or using a hybrid model, as the situation allows.
- **GFS** staff will train and recruit corporate and community volunteers and match them with kindergarten and selected first grade students attending San Antonio Elementary and Dorsa Elementary School.
- **GFS** will implement six parent workshops at each participating school (San Antonio and Dorsa Elementary). **GFS** will facilitate these workshops and teachers will participate in order to engage parents in activities that would strengthen communication.
- **GFS** staff and/or in conjunction with community partners such as The San Jose Public Library will implement 4 Family Literacy Nights 2 of which will take place at Dorsa and San Antonio Elementary and the other 2 at **GFS**, SJPL, or at a site of a community partner.
- Pre and post evaluations will be conducted by **GFS** staff of the corporate volunteers (i.e. receiving community) as a form of measurement.
- Trained volunteer mentors will provide one-on-one read-aloud and math thirty minute sessions. Each volunteer mentor will work individually with two children once a week for ten to twelve weeks.
- Each ten-week cycle will be conducted once in the fall and once in the spring of the academic school year.
- Scores for student assessments (i-Ready, ESGI, or any other assessment utilized by the school), which are administered at the beginning and at the end of the program will be made available to **GFS** including all domains in reading and math for purposes of assessing program outcomes.
- Both **GFS** and **ARUSD** should ensure that **YWCR+** activities are conducted in compliance with all applicable Federal and State laws, rules, and regulations including Civil Rights issues.

II. Background

GFS fosters the learning and the empowerment of vulnerable families with young children through the delivery of programs that educate, develop leadership skills, and build a sense of community. Its vision is to become an incubator of quality, result oriented, programs that educate, develop leadership, and build a sense of community.

Alum Rock is a family-oriented community committed to its children and schools. The City of San José provides a wealth of cultural, recreational, and entertainment activities for all ages in one of the most pleasant climates in the country.

ARUSD schools are neighborhood schools. Classrooms and schools represent the demographics of East San José. Parent involvement, community support, English classes, and health outreach services all contribute to school improvement. Standards-based instructional materials and immaculate campuses make **ARUSD** schools a fine place to work and grow as a teacher.

ARUSD serves a student body rich in racial, ethnic, and cultural diversity. Our curriculum is designed to meet the needs of all students. Professional Development is provided for teachers to assist students in reaching their full potential. The district provides a supplemental instructional program for English Learners as well as programs for gifted students and students with special needs.

ARUSD staff is committed to high expectations of achievement by delivering effective instruction that result in outstanding student performance.

III. Goals of YWCR+

YWCR+, a community based project will:

- Improve the literacy skills of children attending the targeted and identified ARUSD schools
- Improve the early math skills of children attending the targeted ARUSD schools
- Increase parents' engagement in their children's learning activities
- Facilitate meaningful interaction and cultural exchange between low-income children residing in East San José and employees of the corporate sector working in Silicon Valley

IV. GFS Responsibilities under this MOU

- Serve as the fiscal agent for this project
- Recruit and train all volunteers
- Facilitate volunteer training and prerequisites
- Conduct workshops for adults/parents
- Provide overall project management and leadership
- Chair the YWCR+ Advisory Committee and oversee work therein
- Facilitate feedback reporting to all volunteer/mentors
- Facilitate the reporting of evaluation data to all stakeholders

V. ARUSD Responsibilities under this MOU

- Provide \$10,000 to GFS in financial support for YWCR+ to provide materials, facilitation, childcare, and refreshments for the adult/parent engagement workshops.
- Provide for the compensation of teachers when extended duty is required to participate in the parent workshop sessions in support of YWCR+.
- Encourage and support school site participation. Make available student assessments (i-Ready, ESGI, or any other assessment utilized by the school), at the beginning of program and at the end of the program including all domains in reading and math for the purpose of assessing program outcomes.
- Make space available at both Dorsa and San Antonio Elementary for mentors to conduct mentoring sessions during school hours and after school hours.
- Make space available at both Dorsa and San Antonio Elementary for GFS staff to conduct Parent Engagement Workshops during school hours and after school hours.
- Make space available at both Dorsa and San Antonio Elementary for Family Literacy Night events.

VI. Shared Decision-Making

GFS and **ARUSD** understand that during the implementation process, innovations may necessitate a divergence from the original implementation/work plan. We agree that **ARUSD** will be notified and be present at the discussions centered on significant program changes and changes that impact the evaluation of **YWCR+**. Changes to the original implementation/work plan need to be negotiated and have full consent of both parties before the changes are implemented. In addition, **GFS** and **ARUSD** agree to communicate with one another regarding any organizational changes that arise, including, but not limited to, changes in key personnel.

VII. Dispute Resolution

This agreement includes a mutual commitment to attempt to resolve any disputes or disagreements that may emerge while working in collaboration. Initially when a dispute occurs, we will use our collaborative skills to adequately problem-solve these issues. However, if we cannot reach consensus, a third party will be asked to help resolve the conflict. Any cost associated with the third party mediation will be borne equally by **GFS** and **ARUSD**.

In the event mediation does not resolve conflict, both parts will agree to dissolve the partnership.

VIII. EFFECTIVE DATE AND SIGNATURE



Memorandum of Understanding (MOU)
between Grail Family Services and
Alum Rock Union Elementary School District
FY 2022-2023



This MOU shall be effective upon the signature of **GFS** and **ARUSD** authorized personnel. It shall be in force from **September 12, 2022 to June 30, 2023**.

GFS and **ARUSD** indicate agreement with this MOU by their signatures.

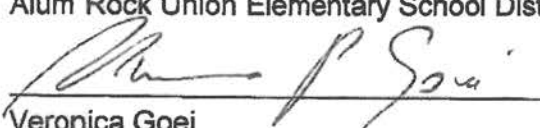
Please sign and return one copy of this memorandum of understanding as evidence of your understanding and agreement with the terms and conditions defined herein.

Sandra Garcia
Director, State & Federal Programs,
Alum Rock Union Elementary School District

Date

Dr. Hilaria Bauer
Superintendent
Alum Rock Union Elementary School District

Date



Veronica Goei
Executive Director
Grail Family Services

6/24/22


Date



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 • Phone: 408-928-6800 • Fax: 408-928-6416 • www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation, and Transportation 

Re: Contract Approval- First Student, Inc., 2022-2024

Date: August 2, 2022

Summary:

Alum Rock Union Elementary School District is in need of assistance of an outside source to provide transportation for field trips, sports, and other enrichment programs for all ARUSD students. This contract will include the extended school year for 2022-2023 and 2023-2024. First Student, Inc., is a reputable transportation company that fulfills all necessary requirements and can provide such services.

Recommendation:

Staff recommends that the board approve the master contract with First Student, Inc., for the fiscal years 2022-2024.



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. 12335

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: First Student Inc.

Address: 931 Remillard Ct. City: San Jose State: CA Zip: 95122

Phone: (855) 870-8747 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 08/11/2022 end date 07/30/2024

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:

Provide transportation for field trips for Alum Rock student for the enrichment, sports and other activities

for the 2022-2023 SY, 2022-2023 SY and 2023-2024 SY to include ESY

*****MASTER CONTRACT*****

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:** \$738 min base rate (describe rate agreement) includes 4 hours minimum (52 passenger bus)

split trip & one way drop.(CONTACT VENDOR FOR ANY ADDITIONAL CHARGES)

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
010	0000	0	5720	00	1110	3600	000000	470	3270	will vary by site	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Alum Rick Union Elementary School District Charter Bus Services

Bid Form – Bus Rate Work Sheet Vendor

Name: First Student, Inc

A. Rate for School Bus

SY 23-24

52 Passenger Bus -

\$ 738 Minimum Base Rate per Trip includes four (4) hours minimum –
Split trip & one way drop

\$ 123 Hourly Rate after four (4) hours up to twelve (12) hours

\$ 1.50 Rate per mile for each mile over 125 miles round trip

\$ 150 Cancellation charge is less than twenty-four (24) hours; 100%
charge for on spot cancellation

Additional Charges

Customer pays tolls & parking
0.25% PUC charge

Additional Overnight Fees

DISTRICT to provide driver accommodations

\$ 50 Overnight driver per diem per day

\$ 100 Cleaning Fees

\$ 200 Buses requiring excessive cleaning charge

Company Background



As the largest student transportation provider, First Student's values underpin our commitment to student safety, parent trust and school district partnerships across the country. While our company's history is full of industry innovations and streamlined operations, you'll find that a partnership with First Student is much more than that. It is a relationship centered around our shared commitment to caring for the children that fill our buses and bring life to your classrooms. **The wellbeing and potential of the children we transport is the pulse of our business, and we are committed to lifting, encouraging, and empowering them one ride at a time**

COMPANY OVERVIEW

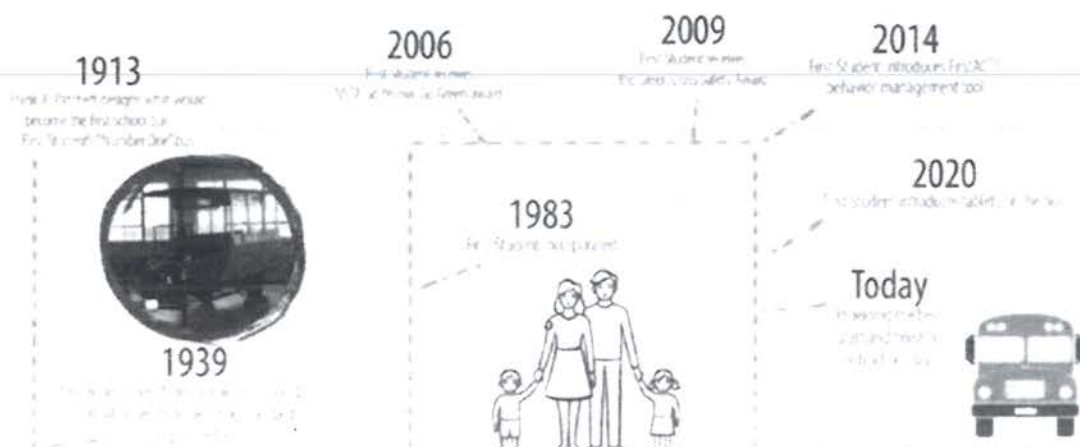
First Student's History

Our company's history traces back to 1913 when Frank A. Patchett rallied his limited resources to develop a transportation solution for his rapidly growing community of Newman, California. Patchett attached bench seats, wood paneling and a roof to the frame of a Ford Model-T creating a preliminary design that would go on to become the yellow school bus we know and love today.

Over the years, First Student has acquired several companies with dedicated people and resources who have helped to broaden our reach and hone our trade, creating a curated powerhouse focused on the safety of students.

Today, we follow Patchett's example by using our resources to create transportation solutions for communities big and small, putting students first and listening to our District partners as we continue to raise the bar.

Across North America, more school districts choose First Student over any other provider for their student transportation needs.



ACCIDENT PROTOCOL

Our company safety motto is "If you can't do it safely, don't do it!" However, when the unexpected happens, our driver involved in an accident is trained to contact their dispatcher or Location Manager immediately. The contacted representative informs necessary emergency law enforcement, school district officials and First Student safety officials. As a matter of company policy, our drivers are trained to not move the vehicle until a police officer, dispatcher or supervisor instructs them, unless its position causes more danger. Our driver's primary duty is to ensure every student is safe and comfortable.

In the instance of a collision, staff is instructed to follow these steps:

- Notify Branch Dispatcher or Location Manager
 - Speak clearly and slowly
 - Advise dispatcher or location manager of the collision details
 - Request police and ambulance assistance, when necessary
 - Ensure the person with whom they are speaking understands the seriousness of their call and the location of the incident
- Stop all other two-way radio chatter to prioritize the emergency
- Notify the designated person of contact with ACALANES UNION HIGH SCHOOL DISTRICT as soon as possible
- Call 911 if any person/student is injured in any way, if one or more vehicles involved are no longer drivable, and/or if drugs or alcohol may be suspected by any driver involved
- Conduct interviews with police, fire, emergency personnel, Location Manager, etc.
- Determine which First Student staff members (First Student Safety Officer/Mechanic/Location Manager) should attend the scene
- Create a list of students on board at the time of the accident to be sent to ACALANES UNION HIGH SCHOOL DISTRICT
- First Student driver may be sent for Reasonable Cause drug and alcohol test if needed
- Determine if an alternate bus should be dispatched to the scene to carry on with the completion of the route
- Investigate the accident/emergency and deem preventable or non-preventable, with follow up documented training/coaching as the need



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- San Jose Charters, Inc., 2022-2024

Date: August 2, 2022

Summary:

Alum Rock Union Elementary School District is in need of assistance of an outside sources to provide transportation for field trips, sports, and other enrichment programs for all ARUSD students. This contract will include the extended school year 2022-2023 and 2023-2024. San Jose Charters, Inc., is a reputable company that fulfills all necessary requirements and can provide such services.

Recommendation:

Staff recommends that the board approve the master contract with San Jose Charters, Inc., for the fiscal years 2022-2024.



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. 17968

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: San Jose Charters Inc.

Address: 2920 Daylight Way City: San Jose State: CA Zip: 95111

Phone: (408) 360-9883 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 08/11/2022 end date 07/30/2024

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:

Provide transportation for field trips for Alum Rock student for the enrichment, sports and other activities
for the 2022-2023 SY and 2023-2024 SY to include ESY

*****MASTER CONTRACT*****

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:** \$836- base rate (describe rate agreement) includes 5 hours minimum (56 passenger bus)

COST DENPENDANT ON DESTINATION (CONTACT VENDOR FOR DESTINATION CHARGE)

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
010	0000	0	5720	00	1110	3600	000000	470	3270	cost will vary	

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



SCOPE OF WORK:

To provide transportation to and from school related activities. Trips consist of transportation to and/or from field trip activities typically, but not limited to day trips. Trips under this provision could occur on weekdays and or weekends.

To provide transportation for school related activities, from one or more schools as designated by the District's Transportation Department. Typical work consists of transportation to athletic events in the mid-afternoons and/or from events in the late evenings. Trips under this provision could occur on weekdays only.

San Jose Charters is certified in accordance with all applicable laws of the State of California as a SCHOOL PUPIL ACTIVITY BUS (SPAB) and/or SCHOOL BUS carrier and that ALL DRIVERS of such VEHICLES will likewise have a valid California Special Driver Certificate endorsed for school bus or SPAB>

ZONE CHARGES

LOCAL (Under 25 miles one- way)				
Bus Cap	5 hrs	6 hrs	7hrs	8hrs
56	\$ 835.80	\$ 967.05	\$ 1,098.3	\$ 1,229.55
30	\$ 624.75	\$ 729.75	\$ 834.75	\$ 939.75

San Francisco, Oakland, Santa Cruz 25-50 Miles

Bus Cap	5 hrs	6 hrs	7hrs	8hrs
56	\$ 930.30	\$ 1,061.55	\$ 1,192.80	\$ 1324.05
30	\$ 661.50	\$ 766.00	\$ 871.50	\$ 976.50

Monterey, Carmel, Salinas, Stocton. Vallejo 60-75 Miles

Bus Cap	5 hrs	6 hrs	7hrs	8hrs
56	\$ 977.55	\$ 1,108.80	\$ 1,240.05	\$ 1,371.30
30	\$ 708.75	\$ 813.75	\$ 918.75	\$ 1023.75

ADDITIONALS RATES

2920 Daylight Way
San Jose, CA 95111
408-360-9883

Sacramento 100-125 Miles				
Bus Cap	7hrs	8hrs	9hrs	10hrs
56		\$ 1,366.05	\$ 1,471.05	\$ 1,602.30
30		\$ 1,044.75	\$ 1,149.75	\$ 1,254.75

2920 Daylight Way
San Jose, CA 95111
408-360-9883

SAN JOSE CHARTERS
INC. 2920 Daylight Way
San Jose CA 95111
Bus: (408) 360-9883
Fax: (408) 360-0790
TCP 016831-A



Sales Person: Sara Magana

OFFER TO CHARTER

Reservation ID: 189948

TERMS AND CONDITIONS

PRICE: The price on this confirmation is based on the itinerary given to San Jose Charters at the time of pricing. Client agrees to pay additional charges that were unknown at the time of booking. Any changes made to this charter order 72 hours prior to the charter are subject to a \$50 processing fee. Any changes made 24 hours or less to the charter are subject to a \$75 processing fee. These fees are in addition to any additional charges which may be incurred due to itinerary changes. Any changes to the final itinerary will need to be done via email during regular business hours. On the day of the trip any changes in the itinerary MUST be approved by our office and may result in additional charges.

PAYMENT: 10% deposit or \$250 (whichever is greater) per vehicle requested is due upon receipt of our written confirmation. Final payment is due 30 days prior to trip date. Reservations made less than 30 days prior to the trip date must be paid by credit card or cash at the time of booking. A \$35 fee will be charged for any checks returned to us by the bank.

CANCELLATION: Customer will receive a full refund on the deposit if the trip is cancelled 30 days prior to the departure date. Customer will be charged 50% of the total amount if cancellation is made 29 – 7 days prior to departure date. There is no refund if cancelled 6 days or less prior to the departure date. Full amount will be charged if trip is cancelled at the spot location. All cancellations are subject to a \$50 Administrative fee. For multiple motor coaches, Administrative fee will be at management's discretion.

SPAB PAYMENT AND CANCELLATION: Payment for all SPAB coach moves must be received in full 6 weeks prior to the departure date. For these moves a cancellation fee of \$500 per coach will occur if cancelled 4 weeks prior to departure date. If trip is cancelled 3 weeks prior to the departure date, a fee will be charged at management's discretion. This ONLY applies to SPAB moves

OVERTIME AND ADDITIONAL CHARGES: Time and charges begin when the motor coach arrives at the pick-up location. If there is an error stated in the address, you shall be charged for the time needed to reroute the motor coach to a different address.

You agree to pay the following additional expenses incurred in connection with Charter services directly to the Charter Company: (i) driver's lodging (if not paid by the client) (ii) tolls (iii) parking fees (iv) additional stops and (v) any other expenses incurred directly by the Charter Company in connection with the provision of the Charter Services.

DRIVER'S LODGING: You agree if required, to arrange for appropriate lodging for drivers that meet or exceed the following minimum standards: 3 star or better hotel/motel, private room with private shower and bathroom. Parking at the hotel for bus(es) and any incurred Parking fees. Hotel must be within a 5 mile radius of destination. If you fail to provide the driver(s) with private lodging meeting the listed requirements, you (i) authorize the Charter Company to procure such alternative lodging for the driver(s) and (ii) agree to reimburse the Charter Company for the cost of any such alternative lodging.

CHARTER SERVICES: The Charter Company or the driver may terminate any trip without refund in its sole discretion, if (i) The driver feels that you or any of the passengers are putting the driver or any of the passengers in danger or harm or (ii) you and/or any of the passengers are in possession of any illegal material and/or substance. This is without exception.

Drivers must follow FMCSA Hours of Service Regulations and other applicable regulations and shall not agree to any request to exceed the regulated FMCSA Hours of Service or to violate any other regulations. These regulations restrict driving time to ten (10) hours and duty time to fifteen (15) hours. Driving and duty time start and end at the garage. Unless agreed in writing at the time of the reservation, driver is not obligated to arrange buses with more than one driver on each bus. Drivers are entitled to a hotel room no later than when they reach these restrictions on driving and/of duty times. Driver may terminate any trip without refund in its sole discretion if you or any of the passengers attempt to force the driver to exceed regulated FMCSA Hours of Service or to violate any other applicable regulations. If driver reaches the legal driving time, he/she will pull over and will not continue with the trip, regardless if destination has been reached or not. If destination has not been reached, the group is responsible for getting their own transportation to their final destination and obtaining a hotel room for the driver where ever he/she stops

HOTEL/CASINO CHARTERS: San Jose Charters is not responsible for changes made to the cost, bonus or availability for any hotel and or casino.

DAMAGE OR RETURN OF VEHICLE IN UNACCEPTABLE CONDITION: Our motor coaches are inspected and cleaned prior to departure from our garage. Any damage to seats, windows or other parts of the motor coach that is caused by a member of the group chartering the motor coach shall be the financial responsibility of the chartering group. San Jose Charters will bill the group for repairs and damage. If the vehicle requires excessive cleaning (garbage, vomit, spills, stains etc.), the group will be charged up to \$300 per vehicle. Kegs, glass bottles, or propane tanks are not permitted on our vehicles.

PERSONAL ITEMS AND LUGGAGE: San Jose Charters is not responsible for luggage, or any items left, stolen or damaged on the bus.



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- TAG/AMS, Inc., 2022-2025

Date: July 28, 2022

Summary:

It is necessary for the District to contract with a company that can administer drug and alcohol testing to keep the District in compliance with all state and federal mandates by the Department of Transportation.

Recommendation:

Staff recommends that the Board of Trustees approve a contract with TAG/AMS, Inc. in the amount of \$3,500.00 for three years in the total of \$10,500.00.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: MOT - Transportation (School/Dept.) VENDOR NO. 13539

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: TAG/AMS, INC

Address: 10572 Chestnut Street City: Los Alamitos State: CA Zip: 90720

Phone: (562) 280-0177 Email Address: rickdenver@tagams.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2022 end date June 30, 2025

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

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

Multi-Year Contract: Provide drug and alcohol testing for the Transportation Department employees.

Employees will be tested at Concentra who in turn will send results to TAG/AMS, Inc

(Pre-employment, random and resonable suspicion)

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:** \$10,500. (for 3 years) (describe rate agreement) 1st yr \$3,500., 2nd yr \$3,500. and 3rd yr \$3,500.

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	3600	000000	470	3270	\$10,500. (3 years)	M.N 7/28/22

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

AGREEMENT – Client ID # 1430 MCSA

This Agreement is made this 1 day of July, 2022, by and between AMS (Aviation Medical Systems), a division of TAGAMS, Inc. with its principal place of business located at 10572 Chestnut Street Los Alamitos, CA 90720 (and hereafter called AMS) and ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT with its principal office located at 2930 Gay Avenue San Jose, CA. 95127 and hereafter called the "Client" and defines the services that AMS will provide to the Client.

I. TERMS

The terms of this contract agreement shall begin on the date of the signing of this contract agreement and will remain in effect for a period of one-year ending on the first anniversary date of this contract agreement. This contract agreement is renewable on a one-year basis following the initial one-year contract agreement term, provided TAGAMS notifies client at least 90 days prior to renewal and client acknowledges receipt of renewal notification either via email or registered mail.

II. FEE SCHEDULE

Fees for service to be performed /supplied by AMS are quoted as follows:

Annual Renewal Fee.....	175.00
New Account Setup Fee.....	50.00
D.O.T. Alcohol Test (Pricing set by individual clinic. a Min of \$40).....	40.00 +
Drug Test & Result w/CRL, eScreen or Quest	85.00
Urine Collection Fee is included if a MarketPlace or In Network Collection site is used	

Note: Additional charges may apply for NON-Marketplace or Out of Network Collection Sites used or special services, such as 24-hour service, weekend collections, on-site collections, etc. These additional charges are your Company's responsibility and will be passed along to you.

All tests include courier services to the CRL & eScreen & Quest.

III. PROGRAM IMPLEMENTATION

Implementation of this contract agreement will proceed as follows:

- a. Client will provide AMS with a complete list of company locations and Employees at each of these locations requiring urine specimen collection and Testing.
- b. AMS will initiate a DOT compliance policy and program for the client.
- c. AMS will provide employee drug testing selection protocol to include:

1. Pre-employment
2. Random
3. Reasonable Suspicion/ Cause
4. Post-accident
5. Return to Duty
6. Follow-up

- d. AMS will provide the Client with a list of approved specimen collection centers nearest the Client's locations for collection of specimens.
- e. Laboratories certified by HHS under the National Laboratory Certification Program (NLCP) will be utilized for the testing of biological specimens for this testing program.
- f. Authorized Medical Review Officers (MRO) contracted or employed by AMS will review and reporting of positive and negative test results.
- g. MRO record retention requirements. (1) Records concerning drug tests confirmed positive by the laboratory shall be maintained by the MRO for 5 years. Such records include the MRO copies of the custody and control form, medical interviews, documentation of the basis for verifying as negative test results confirmed as positive by the laboratory, any other documentation concerning the MRO's verification process.
(2) Should the employer change MRO's for any reason, the employer shall ensure that the former MRO forwards all records maintained pursuant to this rule to the new MRO within ten working days of receiving notice from the employer of the new MRO's name and address.
- h. A Federally required reporting and certification of Client will be provided by AMS and reported to the DOT under current regulations.
- i. AMS will provide rehabilitation referral services for Client employees as required. Charges for these rehabilitation referral services will be quoted as the need arises.

IV. COORDINATION OF ACTIVITIES

All activities described in Paragraphs I and III will be coordinated through one Person within the Client Corporation by representatives to AMS to ensure proper implementation.

V. INDEMNIFICATION

AMS is an independent contractor providing the Client with the administration of mandated drug testing programs described herein, and a system of services to support the reliability of such a program in legal and administrative proceedings. AMS agrees to indemnify the Client, its affiliates, and its respective trustees, officers, directors, agents and employees, past or present, harmless from and against any and all claims, causes of action, fees, liabilities, damages, expenses (including reasonable attorney's fees) and costs, alleged or incurred by third parties arising out of or relating to any operations, acts or omissions of AMS or any of its employees or agents in the exercise of AMS's rights or the performance of AMS's obligations under this Agreement, whether or not the party bringing the claim prevails.

As an independent contractor, AMS shall not be deemed to be engaged either directly or indirectly in the business of the Client or deemed to be an agent of the Client. AMS does not have any control of the enforcement of the Client's policy or actions of the Client's personnel. The Client agrees to indemnify and hold harmless AMS, its parents, subsidiaries, and affiliates from any loss,

including attorney fees and court costs, damage or claim brought by third parties, or whatever nature, allegedly, arising out of or resulting from any willful act or any negligent act of omission on the part of the Client, its agents, or employees, whether or not the party actually bringing the claim actually prevails.

VI. FORCE MAJEURE

AMS shall not be held responsible or liable to the Client for failure or delay in performance by AMS which is not otherwise excused, and which results from or is due to, directly or indirectly in whole or part, any cause, or circumstances beyond the reasonable control of AMS. AMS shall provide prompt written notice and take all steps necessary to mitigate the effect of the force majeure event. If the force majeure event extends beyond 30 days total, either party may terminate this agreement upon written notice.

VII. PAYMENT TERMS

Payment terms are net thirty (30) days after the date of any invoice of AMS to the Client. All overdue payments shall be subject to an additional interest and service charge calculated at the rate of one- and one-half percent (1.5%) per month from the due date until the date of payment.

VIII. LOSS OF VERIFICATION

Should either party for any reason violate the terms of the contract agreement or mandated compliance, they shall (if the violations cannot be satisfied) have the right to cancel this contract agreement in writing and shall notify the appropriate contracting or regulating agency of the violations of the compliance program and shall notify said agency that AMS is no longer responsible for administration of said program.

IX. ENTIRE AGREEMENT

These terms and conditions shall constitute the entire agreement and understanding between AMS and the Client. This Agreement supersedes all prior and contemporaneous agreements or understandings, inducements, or conditions, express or implied, written, or oral, between the parties.

X. SURVIVAL OF AGREEMENT

The provisions of this contract agreement relating to indemnification and confidential information shall survive any expiration or termination of this agreement.

XI. CONFIDENTIALITY

AMS agrees that all information related to the Client, including all employee name, records, test results, medical information, shall be treated as confidential information. AMS will not disclose any of confidential information, directly or indirectly, to third parties (except as provided herein), or use any of the information in any manner, either during the term of this Agreement or at any time thereafter, except as required to provide the services to the Client as described herein. AMS shall not disclose the terms of this Agreement to third party without the prior written consent of the Client.

XII. INDEPENDENT CONTRACTOR

This Agreement shall not render AMS an employee, partner, agent of, or joint venture with the Client for any purpose. AMS shall have no claim against the Client hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

XIII. INSURANCE

AMS represents and warrants that it has in place and will maintain throughout the term of this Agreement, liability insurance, licenses and permits as necessary for conducting the services for the Client.

XIV. CHOICE OF LAW

This Agreement shall be governed in all respects by the substantive laws of the State of California. California shall have exclusive jurisdiction of any action or proceeding relating to or arising under or in connection with this Agreement.

XV. MODIFICATION

No amendment change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

XVI. WAIVER

Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

XVII. ASSIGNMENT

AMS shall not assign any of their rights under this Agreement or delegate the performance of any of their duties hereunder, without the prior written consent of the Client.

XVIII. UNENFORCEABILITY OF PROVISIONS

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

ACCEPTED BY:

Date 7/29/22



Program Manager

Date 07/28/2022



Rick Denver
President

13.07

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject : ACCEPTANCE OF MEMORANDUM(S) OF UNDERSTANDING

Staff Analysis:

The District has received the following Memorandum(s) of Understanding as summarized on the sheet(s) dated August 11, 2022.

Recommendation:

Staff recommends acceptance of these memorandum(s) of understanding.

Prepared by:: Maria J. Martinez *m.m.* Title: Procurement Manager

Approved by: Kolvira Chheng *K* Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Recommend Approval

13.07

Agenda Placement

Meeting: August 11, 2022

Regular Board Meeting

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
August 11, 2022 Board Meeting**

MEMORANDUM(S) OF UNDERSTANDING.

<u>DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONSULTANT NAME</u>	<u>COST</u>	<u>PURPOSE</u>
Human Resources Cesar Torrico	08/01/22- 07/31/24	Santa Clara University	No Cost	Multi-Year Service Contract: Student Teaching Agreement – provide teaching experience through practice teaching to SCU students enrolled in the teaching credential programs of SCU. Funding: N/A
State and Federal Sandra Garcia	08/24/22- 09/28/22	Santa Clara County Office of Education – SSC Training	\$810.00 NTE	SCCOE will provide a 1-hour virtual SSC training to district principals on August 24, 2022. A 1.5 hour virtual SSC training will also be provided for School Site Council members on September 28, 2022. Funding: General



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: _____

Santa Clara University (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☒ **MOU** (negotiated Agreement)
☐ Exhibit B & C (Fingerprinting and TB Test)

☐ **MASTER CONTRACT PARTICIPATION**
☐ Scope of Work/Proposal

Note: All Contracts over \$5,000 require pre-approval.

* Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company: Santa Clara University

Address: 500 El Camino Real City: Santa Clara State: CA Zip: 95053

Phone: 408) 554-6801 Email: KSun@scu.edu

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates 08-01-2022 end date 07-31-2024

CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Student Teaching Agreement - provide teaching experience through practice teaching to SCU students enrolled in the teaching credential programs of SCU.

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

_____ a. **Fee Rate:** \$ _____ per _____ Not to Exceed _____ of services.

☒ b. **Other:** \$ NO COST

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-0000-7200-000000-600-7221

R 7/28/22
Accountant Initials

Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: [Signature] Date: 7-27-2022

Director of Fiscal Services: [Signature] Date: 7/28/22

Asst. Supt., of Business Services: [Signature] Date: 7/28/22

Superintendent: _____ Date: _____

INTERNSHIP TEACHING
MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA CLARA UNIVERSITY
AND
Alum Rock Union School District

The parties enter into this Internship Teaching Memorandum of Understanding to create a Teacher Intern Program whereby a student working toward a teaching credential at Santa Clara University's School of Education and Counseling Psychology ("Student Intern") has the ability to complete the teacher preparation coursework concurrent with the Student Intern's first year or two in a paid teaching position.

A. PARTIES

1. Santa Clara University, through its School of Education and Counseling Psychology ("SCU")
2. Alum Rock Union School District ("District")
3. Alejandra Torres ("Student Intern")

B. TERM

1. The term of this MOU shall be from August 1, 2022 to July 31, 2024. Any party may terminate this MOU upon written notice to the others should a party fail to fulfill the responsibilities set forth herein.

C. PARTY RESPONSIBILITIES

1. Santa Clara University School of Education & Counseling Psychology Responsibilities:
 - a. Verify that the teacher candidate meets the basic program criteria to become an intern: has a B.A. or B.S. degree; has met basic education skills competency (CBEST); has met subject matter competency (CSET); has met U. S. Constitution requirement; has obtained Certificate of Clearance, has completed the appropriate hours of pre-service training, and meets criteria for admission to the University.
 - b. Advise the intern candidate in developing an individual academic program plan for completion of the credential program within two years, as determined by the issuance date of the Intern Credential, and meet the requirements for the preliminary credential being sought.
 - c. Assist the intern candidate in applying to the CTC for the appropriate Intern Credential.

- d. Assign a Field Supervisor who will observe on-site teaching at least four times during assigned supervision semester(s), submit written observations, review lesson plans, and write a final evaluation.
- e. Provide support and supervision assistance with the CTC required hours of support/mentoring, and, if necessary, additional English Learner training (required if intern does not already hold an English Learner Authorization) each academic term.

2. District Responsibilities

- a. Employ the Student Intern in a position that qualifies the Student Intern for the intern credential and meets all applicable CTC or California Department of Education requirements.
- b. Assign the Student Intern to an appropriate multiple subject class or single subject class, or class authorized by the Student Intern's internship credential.
- c. Verify that the Student Intern's teaching load will be reasonable for a teacher-in-training, and protected from extracurricular and case-overload demands.
- d. Assign a teacher within the school setting and with equivalent instructional assignment to serve as a Learning Support Teacher. The Learning Support Teacher will have a minimum of three years successful experience teaching and, if necessary, will hold a clear credential with either CLAD, BCLAD or ELA authorization. The Learning Support Teacher shall support the Student Intern with weekly course planning, coaching in the classroom, problem-solving regarding students, curriculum, and teaching.
- e. Communicate with SCU regarding the progress of the Student Intern and identify any concerns.
- f. Notify SCU of any changes in the Student Intern's employment with the District.

3. Student Intern Responsibilities



- a. It is the duty of the student intern to make sure the field supervisor and Intern Director are notified of any changes in their teaching assignments or responsibilities. The student intern is expected to attend all required classes at SCU that are on their student planning program.

D. GENERAL TERMS

- a. SCU and the District agree to carry insurance customarily obtained in the industry in customary amounts and under customary terms and conditions.

- b. SCU and the District shall defend, indemnify, and hold one another, their Trustees, shareholders, officers, employees, students and agents harmless from and against any and all liability, loss, expenses, attorney's fees, or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of the indemnifying party, its officers, employees, or agents. This results in proportional liability such that each party is responsible for its own harm.

By signing below, the parties agree to fulfill the requirements set forth herein.

Alejandra Torres		7/26/22
Student Intern	Student Intern Signature	Date
Sabrina Zirkel	See Intern Director as Designee	
Dean, SCU School of Education and Counseling Psychology	Dean or Designee Signature	Date
Kathy Sun		7/27/22
Intern Coordinator Department of Education, SCU School of Education and Counseling Psychology	Intern Director Signature	Date
District Representative	District Representative Signature	Date
Title		

Student Placement Agreement

This agreement ("Agreement") is between Santa Clara University ("University") and Alum Rock Union School District ("Organization"). In consideration of the mutual promises set forth below, the University and Organization ("Parties") agree as follows:

I. Organization's Responsibilities

- A. Identify the student's supervisor. The supervisor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify service hours and give feedback.
- B. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Organization's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; patient confidentiality and HIPAA privacy and security (if applicable); and information detailing where students check in and how they log their time.
- C. Provide student with a written description of the student's tasks and responsibilities.
- D. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Organization's clients.
- E. Inform student of the need for a background check, fingerprinting and/or a tuberculosis test (if applicable); obtain the student's fingerprints, background check and/or tuberculosis test (if applicable); and maintain the confidentiality of any results as required by federal and state law.
- F. Evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- G. Notify the University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at the Organization.

II. University's Responsibilities

- A. The University will advise the student(s) of their responsibility to:
 - 1. Participate in all training required by the Organization.
 - 2. Exhibit professional, ethical and appropriate behavior when at the Organization.
 - 3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
 - 4. Abide by the Organization's rules and standards of conduct.
 - 5. Maintain the confidentiality of the Organization's proprietary information, records and information concerning its clients.
- B. Create a Learning Plan guiding faculty, student and site supervisor expectations of activities, performance of duties including hours of work required, evaluation of the student and expected learning outcomes.
- C. The University will advise student that neither the University nor the Organization assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation in a learning activity at the Organization.
- D. Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.

III. General Provisions

The District will save harmless and indemnify SCU against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so and subject to the availability of funds, on account of the injury to or death of SCU will save harmless and indemnify the District against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so and subject to the availability of funds, on account of the injury to or death of persons or loss of or damage to property arising in any manner out of SCU's performance of the terms of this Agreement.

- 1. Insurance
 - SCU and District will procure and maintain in full force and effect adequate insurance or will self-insure their obligations under this Agreement.
 - a. District shall furnish to SCU an underwriter's endorsement with a Certificate of Insurance stating that there is liability insurance presently in effect for the Agreement with a single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence. Upon District request, SCU will provide its certificate evidencing the above insurance coverage.

- b. The Certificate of Insurance shall provide:
 - i. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to SCU;
 - ii. Santa Clara University, its Trustees, officers, employees and agents, must be added by endorsement as insured, but only insofar as the operations under the Agreement are concerned.
 - iii. That SCU will not be responsible for any premiums or assessments on the policy.
 - c. The District agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the District agrees to provide at least thirty (30) days prior to said expiration date, a new Certificate of Insurance evidencing insurance coverage for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. In the event that the District fails to keep in effect at all time insurance coverage as provided herein, SCU may in addition to any other remedies it may have and in accord with the Termination provision of this Agreement, terminate the Agreement upon occurrence of such event.
 - d. SCU and the District shall maintain Workers Compensation coverage for their respective employees in statutory limits as required by California law.
 - e. The limit of coverages set forth above is a minimum amount, and any situation where an unusually high risk of liability is present, SCU may require the District to carry insurance with a higher limit.
2. Governing Law
This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Each article shall be independent and separable from all other articles, and the invalidity of an article shall not affect the enforceability of any of the articles.
 3. Assignment
This Agreement may not be assigned by either party without the express, written consent of the other party.
 4. This Agreement contains the entire Agreement between the SCU and the District relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence, understandings and Agreements between the parties. This Agreement may be modified or amended only by the mutual, written consent of both parties.
 5. SCU and the District represent and warrant that the undersigned have the authority to act on behalf of the parties and to bind the parties and all who may claim through them to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Alum Rock Union School District
Name of School District

Printed Name of District Representative

Signature

Date

Santa Clara University
School of Education and Counseling Psychology

Kathleen Q. Sun

Dr. Kathy Sun, Intern Coordinator

Dean/Dean's Designate Printed Name/Signature

Date



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: _____

(School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:



MOU (negotiated Agreement)



Exhibit B & C (Fingerprinting and TB Test)



MASTER CONTRACT PARTICIPATION



Scope of Work/Proposal

Note: All Contracts over \$5,000 require pre-approval.

* Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company: SCCOE - SSC Training

Address: 1290 Ridder Park Drive City: San Jose State: CA Zip: 95131

Phone: () _____ Email: DRiver@sccoe.org

SSN: _____ Fed I.D. #: mayala@sccoe.org

CONTRACT TERM: start dates August 24, 2022 end date September 28, 2022

CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

1 - SCCOE provide a 1-hour virtual SSC training to district principals on August 24, 2022

2 - SCCOE provide a 1.5 hour virtual SSC training to School Site Council members on
September 28, 2022.

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

 a. **Fee Rate:** \$ _____ per _____ Not to Exceed _____ of services.

 b. **Other:** \$ 810.00 (not to exceed)

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5200-00-0000-7200-

000000-360-5280

Accountant Initials _____

Accountant Initials _____

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: [Signature] Date: 7/21/22

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

**Memorandum of Understanding
between
Santa Clara County Office of Education
and
Alum Rock Union School District**

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Alum Rock Union School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in Professional development and mandated annual training focused on School Site Council (SSC).

2. Goals

- ☒ Improve access to inclusive, equitable, high-quality education.
- ☒ Provide quality support to districts, schools, students, and communities.
- ☒ Be a premier service organization.

3. Responsibilities

3.1. The Agency Responsibilities:

- a. Will provide technical support during the presentation
- b. Will contact/inform participants of the training
- c. Will have district staff available to answer district specific questions
- d. Schedule and provide the zoom link for the professional development

3.2. The SCCOE Responsibilities:

Plan and produce the presentations and resources to be used during the training.

Provide a 1-hour virtual SSC training to district principals on August 24, 2022

Provide a 1.5 hour virtual SSC training to School Site Council members on September 28, 2022

4. Duration of Agreement

This Agreement begins on August 24, 2022 and ends on September 28, 2022

5. Articulation of Monies/Compensation

A. Alum Rock School District shall pay SCCOE, **total not to exceed \$810.**

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

- ☐ Yes, Data Sharing agreement/form attached
☒ No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon August 10, 2022 advance written notice to the other Party.

8. Other Terms

- 8.1. Entire Agreement:** This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- 8.2. Amendments:** This Agreement may only be amended by a written instrument signed by the Parties.
- 8.3. Severability:** Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.
- 8.4. Third-Party Beneficiaries:** This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.
- 8.5. Assignment:** No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.
- 8.6. Use of SCCOE Name and Logo for Commercial Purposes:** Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.
- 8.7. Governing Law, Venue:** This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

- 9.1 Insurance:** The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.
- 9.2 Indemnification:** Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board,

Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

SCCOE:

By: DocuSigned by:
Alissa Meltzer
09210888279C489
Signature of Authorized SCCOE Official

Name: Alissa Meltzer
Title: Director, Continuous Improvement & Accountability
Date: 7/20/2022 | 4:36 PM PDT
Address: 1290 Ridder Park Drive
San Jose, CA 95131
Phone: (408) 453-6696
Email: ameltzer@sccoe.org

Alum Rock Union School District:

By: DocuSigned by:
Hilaria Bauer
81F8540B4CFC434
Signature of Authorized Agency Official

Name: Dr. Hilaria Bauer
Title: Superintendent
Date: 7/20/2022 | 12:18 PM PDT
Address: 2930 Gay Avenue
San Jose, CA 95127
Phone: (408) 928-6805
Email: hilaria.bauer@arUSD.org

For Contracts Office/Risk Management use only:

RM#: 23-0304
Date: 7/20/2022 | 4:41 PM PDT

Signature: DocuSigned by:
Ingrid Campbell
D363DE9C7A5045E

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

13.08

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject: Resolution # 05-22/23 Inventory Disposal

Staff Analysis:

Authorize the sale, donation, and/or disposal of surplus property under the direction of the Procurement Manager, Assistant Superintendent of Business Services and/or Superintendent.

Recommendation:

Staff recommends approval of the sale, donation and/or disposal, of surplus property listed on the attached sheet(s) dated August 11, 2022.

Prepared by: Maria J. Martinez *m.m.* Title: Procurement Manager

Approved by: Kolvira Chheng *K* Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: August 11, 2022

Recommend Approval

13.08

Agenda Placement

Hilary Bauer

Hilary 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 # 05-22/23
SALE, DONATION - AND/OR DISPOSAL OF SURPLUS PROPERTY**

WHEREAS, Education Code 39520 authorizes the sale for cash of any property belonging to the District if the property is not required for school purposes, or it should be disposed for the purpose of replacement, or it is unsatisfactory or not suitable for school use.

WHEREAS, Education Code 39520 and 39521 provides procedures to implement such a sale, public or private, conducted by staff;

WHEREAS, Education Code 39521 provides for donations to charitable organizations or disposal if property is of insufficient value to defray costs of arranging a sale;

NOW, THEREFORE, BE IT RESOLVED, that this Board does hereby authorize such a sale, donation, and/or disposal of surplus property, under the direction of the Procurement Manager, Assistant Superintendent of Business Services, and /or Superintendent.

PASSED AND ADOPTED this 11th day of August, 2022, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, and State of California.

Ayes _____ Noes _____ Absent _____ Abstain _____

Board of Trustees:

Andrés Quintero, Board President _____

Minh Pham, Board Vice President _____

Corina Herrera-Loera, Board Clerk _____

Ernesto Bejarano, Board Member _____

Linda Chávez, Board Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on August 11, 2022.

Hilaria Bauer, Ph.D., Superintendent

ITSS SURPLUS EQUIPMENT DISPOSAL

Date: August 11, 2022
Resolution No. 05-22/23

DESKTOPS	SERIAL	TAG
DELL OPTIPLEX 780	6G1SVN1	00016361
DELL OPTIPLEX 755	CL68YH1	00015012
DELL OPTIPLEX 755	7C68YH1	00014999
DELL OPTIPLEX 755	3C68YH1	00014995
DELL OPTIPLEX 780	GC1SVN1	00016356
DELL OPTIPLEX 780	7B1SVN1	00016373
DELL OPTIPLEX 780	B91SVN1	00016371
DELL OPTIPLEX 780	BD1SVN1	00016355
DELL OPTIPLEX 780	691SVN1	00016378
DELL OPTIPLEX 780	6H1SVN1	00016379
DELL OPTIPLEX 780	HSNJGM1	00015741
HP T310 ZERO CLIENT	6CP4451576	N/A
HP T310 ZERO CLIENT	2TG3061447	N/A
HP T310 ZERO CLIENT	2TG3061108	N/A
HP T310 ZERO CLIENT	2TG3061101	N/A
HP T310 ZERO CLIENT	2TG3062233	N/A
HP T310 ZERO CLIENT	2TG3111024	N/A
HP T310 ZERO CLIENT	2TG3060819	N/A
HP T310 ZERO CLIENT	2TG3062613	N/A
HP T310 ZERO CLIENT	6CP5474290	N/A
HP T310 ZERO CLIENT	2TG3062614	N/A
HP T310 ZERO CLIENT	2TG2511652	N/A
HP T310 ZERO CLIENT	2TG3060025	N/A
HP T310 ZERO CLIENT	2TG3110275	N/A
HP T310 ZERO CLIENT	2TG3061903	N/A
HP T310 ZERO CLIENT	2TG3110818	N/A
HP T310 ZERO CLIENT	2TG3061589	N/A
HP T310 ZERO CLIENT	2TG3040699	N/A
HP T310 ZERO CLIENT	2TG3061156	N/A
HP T310 ZERO CLIENT	2TG3062672	N/A
HP T310 ZERO CLIENT	2TG3110827	N/A
HP T310 ZERO CLIENT	2TG3110545	N/A
HP T310 ZERO CLIENT	2TG3061151	N/A
HP T310 ZERO CLIENT	2TG3060424	N/A
HP T310 ZERO CLIENT	2TG3061678	N/A
HP T310 ZERO CLIENT	2TG3060631	N/A
HP T310 ZERO CLIENT	2TG3060782	N/A
HP T310 ZERO CLIENT	2TG4460415	N/A
HP T310 ZERO CLIENT	2TG3110718	N/A
DELL OPTIPLEX 755	FQ575G1	00014550
DELL OPTIPLEX 755	FD1W1G1	00014575

DELL OPTIPLEX 755	CD1W1G1	00014580
DELL OPTIPLEX GX260	HBNCW21	08252
DELL OPTIPLEX 745	7W5TYD1	00013113
HP T310 ZERO CLIENT	6CP3020109	N/A
HP T310 ZERO CLIENT	6CP3020356	N/A
HP T510 THIN CLIENT	MXL417035J	N/A
HP T510 THIN CLIENT	MXL417035G	N/A
HP T510 THIN CLIENT	MXL417035F	N/A
DELL OPTIPLEX 780	6C4M5M1	00015686
DELL OPTIPLEX 780	GK6K9P1	00016559
LAPTOPS	SERIAL	TAG
HP 355 G2	5CG5320SZP	2009352
HP 355 G2	5CG5320SZW	2009332
HP 355 G2	5CG5320T4Q	2009346
HP 355 G2	5CG5320T25	2009349
HP 355 G2	5CG5320T4D	2009329
HP 355 G2	5CG5320T2J	2009327
HP 355 G2	5CG5320T2W	2009330
HP 355 G2	5CG5320T3D	2009351
HP 355 G2	5CG5320T5J	2009348
HP MT41	5CG518025K	USW14184
HP MT40	CNU350DVVL	2004398
HP MT41	USH537L0VX	2010190
HP MT41	5CG5180259	2008999
HP MT40	CNU350CSDL	N/A
HP MT40	CNU350DRCW	2004727
HP MT40	CNU350DRLT	2004718
HP MT40	CNU402C581	2007848
HP MT40	CNU402C5GK	2007805
HP MT40	CNU350DVX5	2004413
LENOVO 100E	YD06FS2F	N/A
LENOVO 100E	YD06FRYU	N/A
LENOVO 100E	YD06FS2B	N/A
LENOVO 100E	YD06FS3T	N/A
LENOVO 100E	YD06FS54	N/A
LENOVO 100E	YD06FRZM	N/A
MACBOOK PRO A1150	W8617159VJ2	11580
LENOVO 100E	YD06FSRS4	N/A
LENOVO 100E	YD06FRSR	N/A
LENOVO 100E	YD06FS4V	N/A
LENOVO 100E	YD06FS4H	N/A
HP MT40	CNU344B7ZT	N/A
HP MT41	5CG5212371	N/A
HP MT41	5CG5062D20	N/A
HP MT40	CNU402B9KH	N/A
DELL E5500	4NMD9K1	00015177
COMPAQ EVO N180	N/A	07764
COMPAQ EVO N180	N/A	07747
LENOVO 100E	YD06FS6H	N/A
LENOVO 100E	YD06FRRA	N/A
LENOVO 100E	YD06FRC3	N/A
LENOVO 100E	YD06FS06	N/A
LENOVO 100E	YD06FS0C	N/A
LENOVO 100E	YD06FS1D	N/A
DELL D820	6C8PBC1	00012136

HP MT40	CNU3199YL6	N/A
HP MT40	CNU344B4PY	N/A
DELL LATITUDE E5400	DFQZYJ1	00015995
DELL LATITUDE E5500	CDBH9K1	N/A
DELL D620	JX2JYC1	00012668
HP LATITUDE 2110	G2MQSN1	00016551
HP MT40	CNU4049N6Q	N/A
HP MT40	CNU344C131	N/A
HP MT40	CNU344BRP5	N/A
HP MT40	CNU4039PQ0	N/A
HP MT40	CNU344B855	N/A
HP MT40	CNU4039PN3	N/A
HP MT40	CNU350BG5S	N/A
HP MT40	CNU347BT65	N/A
HP MT40	CNU320BSSL	N/A
DELL LATITUDE E5400	83QMQN1	00016265
LENOVO THINKPAD 13	LR08UBQH	N/A
LENOVO THINKPAD 13	LR05147U	2012994
IPAD	SERIAL	TAG
A1416	N/A	2000798
A1416	N/A	2000787
A1416	N/A	2000803
A1416	N/A	2000793
A1416	N/A	2000789
A1416	N/A	2000800
A1416	N/A	2000808
A1416	N/A	2000786
A1416	N/A	2000794
A1416	N/A	2000791
A1416	N/A	2000801
A1416	N/A	2000810
A1416	N/A	2000804
A1416	N/A	2000792
A1416	N/A	2000802
A1416	N/A	2000795
A1416	N/A	2000805
A1416	N/A	2000788
A1416	N/A	2000799
A1416	N/A	2000796
A1416	N/A	2000790
A1416	N/A	2000812
A1416	N/A	2000807
A1416	N/A	2000814
A1416	N/A	2000797
A1416	N/A	2000806
A1416	N/A	2000809
A1219	N/A	00016829
A1219	N/A	00016724
A1219	N/A	00016793
A1219	N/A	00016774
A1219	N/A	00016775
A1219	N/A	00016722
A1219	N/A	00016796
A1219	N/A	00016790
A1219	N/A	00016773

A1219	N/A	00016772
A1219	N/A	00016770
A1219	N/A	00016721
A1219	N/A	00016778
A1219	N/A	00016779
A1219	N/A	00016795
A1219	N/A	00016794
A1219	N/A	00016771
A1219	N/A	00016777
A1219	N/A	00016791
A1219	N/A	00016776
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HITACHI CP-X2541WN	F5HU05952	2010332
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HP COLOR LASERJET 4700N	JP8LB56908	00014905
DELL 2350DN	1FVHGN1	N/A
DELL 2350DN	2BVHGN1	N/A
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HP LASERJET 2300N	CNBGB93786	N/A
HP LASERJET 2300N	CNBGB93889	10084
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HP LASERJET 2300N	CNBFB42350	N/A
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DELL 2330DN	GLJJS1	N/A
DELL 2330DN	4M05SG1	N/A
DELL 1720DN	25XWTB1	N/A
DELL 1320DN	CNDC5162LG	N/A
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NIKON COOLPIX 3200	3184479	N/A
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TASCAM CD-RW901SL	0080231	N/A
CLEARONE XAP800	N/A	N/A
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AMX AXB-VOL3 VOLUME CONTROL	N/A	N/A
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ACER C740	NXEF2AA002530141427600	N/A
ACER C740	NXEF2AA002528033B47600	N/A
ACER C740	NXEF2AA002551068267600	N/A
ACER C740	NXEF2AA002530142307600	N/A

13.09

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject Current Enrollment.

Information Only

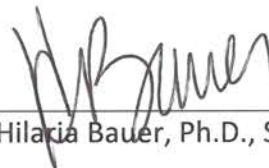
Submitted by: Hilaria Bauer, Ph.D. Title: Superintendent

To the Board of Trustees:
Information Only

Meeting: August 11, 2022
Regular Board Meeting

13.09

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Master Enrollment

as of Aug 2, 2022 10:04:19 AM

T4	TK	00	01	02	03	04	05	06	07	08	Total W/O SDC	SDC	Total W/ SDC	PK	TTL W/ SDC & PK
6	13	55	54	61	53	58	51	55	36	51	493	0	493	2	495
4	15	44	50	49	49	43	30	16	15	9	324	0	324	0	324
3	4	19	30	45	47	55	51	52	48	37	391	7	398	1	399
2	5	35	45	45	35	46	47	0	0	0	260	15	275	2	277
2	4	19	0	0	0	0	0	0	0	0	25	1	26	22	48
0	9	26	41	44	41	51	46	0	0	0	258	20	278	3	281
2	5	27	52	50	49	51	65	0	0	0	301	20	321	4	325
3	6	37	37	54	43	54	78	59	56	53	480	0	480	11	491
4	16	42	77	84	69	75	63	0	0	0	430	17	447	25	472
3	12	24	35	38	54	47	38	0	0	0	251	0	251	0	251
1	5	40	55	51	38	47	48	0	0	0	285	9	294	32	326
11	11	46	60	62	77	71	66	0	0	0	404	35	439	4	443
6	5	34	48	32	50	44	50	0	0	0	269	18	287	14	301
12	18	41	65	53	50	49	46	0	0	0	334	0	334	4	338
2	9	42	50	51	55	49	53	0	0	0	311	29	340	8	348
2	14	26	40	44	55	35	46	0	0	0	262	18	280	2	282
6	11	29	51	60	74	79	79	0	0	0	389	8	397	5	402
0	0	0	0	0	0	0	0	144	129	150	423	5	428	0	428
0	0	0	0	0	0	0	0	128	118	130	376	15	391	0	391
0	0	0	0	0	0	0	0	107	120	139	366	17	383	0	383
0	0	0	0	0	0	0	0	102	108	131	341	12	353	0	353
0	0	0	0	0	0	0	0	186	179	157	522	7	529	0	529
69	162	586	790	823	839	854	857	849	809	857	7495	253	7748	139	7887
97	118	695	887	888	880	916	976	872	906	957	8192	260	8452	61	8513

Last Year 8/2/2021: