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July 10, 2018

Honorable Patricia Lucas, Presiding Judge
Santa Clara County Superior Court
191 North First Street
San Jose, CA 95113

RE: Response to Grand Jury Report entitled, "Alum Rock School District Board: Time to Put 'Trust' Back in Trustee"

Dear Honorable Lucas:

We write on behalf of the Alum Rock Union Elementary School District ("District") in response to the above referenced Grand Jury Report ("Report"). The District's Governing Board ("Board") approved the following responses to the Report at their July 12, 2018 regular public Board meeting by a vote of _____, the following Trustees voted yes: _____, and the following voted no: _____.

The Report raises important issues and concerns regarding the District's contracting practices. The Board of Education shares the civil grand jury's interest in ensuring the District is complying with laws and regulations relating to public contracting and ensuring the District is aware of and implements best contracting practices.

The District would however, like to bring to the Honorable Presiding Judge's attention that certain findings and recommendations by this grand jury exceed the grand jury's legal authority. The general powers and duties of a grand jury are codified in California Penal Code §§ 914-945. Relevant here, Penal Code section 933.5 authorizes the grand jury to examine the books and records of special districts. However, section 933.5 does not authorize the grand jury to widen the scope of its investigation into matters which otherwise it is not authorized to investigate." 46 Ops. Cal. Atty. Gen. 144 (1965). In *Unnamed Minority Members etc. Grand Jury v. Superior Court*, 208 Cal.App.3d 1344, 1347-48 (1989), citing to the Supreme Court, held "with respect to a grand jury's powers and limitations . . . the court stated, '[b]road though they are, the grand jury's powers are only those which the Legislature has deemed appropriate. Attempts to exercise powers other than those expressly conferred by statute have been

consistently rebuffed." (citing to *McClatchy Newspapers v. Superior Court*, 44 Cal.3d 1162, 1179 (1945)); 46 Ops. Cal. Atty. Gen. 144 (citing to *Allen v. Payne*, 1 Cal. 2d 607 (1934) (although the grand jury is an agency of the court, the grand jury has no inherent investigatory powers beyond those granted by the Legislature). In fact, through an extensive legislative analysis and statutory construction, the Attorney General specifically concluded that a grand jury was not legally authorized to inquire "as to the merit, wisdom, or expediency of substantive policy determinations which may fall within the jurisdiction of [a school district]." 95 Ops. Cal. Atty. Gen. 113, 118 (1995). Inquiring as to the duly elected governing Board's merit or wisdom of substantive policy determinations is what the grand Jury has done in this Report.

In addition, the grand jury directing who should remain in the elected positions greatly exceeds their statutory authority. The abuse of the grand jury process is most notable in Recommendation 1 whereby the grand jury calls for the resignation of certain Board members. In California, the right to vote is expressly enshrined in the state Constitution. Article I, Section 7 subdivision (a) guarantees that "[a] person may not be . . . denied equal protection of the laws." The United States Supreme Court in *Hadley v. Junior Coll. Dist. of Metro. Kansas City, Mo.*, 397 U.S. 50, 58 (1970), held "Where a State chooses to select members of an official body by appointment rather than election, and that choice does not itself offend the Constitution, the fact that each official does not 'represent' the same number of people does not deny those people equal protection of the laws . . . but once a State has decided to use the process of popular election and once the class of voters is chosen and their qualifications specified, we see no constitutional way by which equality of voting power may be evaded." (*See also Sailors v. Bd. of Ed. Of Kent County*, 387 U.S. 105, 108, (1967); *Gray v. Sanders*, 372 U.S. 368, 381 (1963)). The Grand Jury's recommendation to have three of the five duly-elected governing Board members resign their elected positions may very well be a violation of the constitutional rights of the voters of Alum Rock.

Furthermore, it appears the makeup of the grand jury is not reflective of the voters of the Alum Rock community. Attached to this document is the list of the members of the grand jury. (Exhibit 1). Two of the Board members being asked to resign are Latinos, one is Asian. Yet, the grand jury asking for their resignation is comprised exclusively of white jurors. Three of the five Board members are up for election this November 2018. Constitutionally, the voters of Alum Rock, and not the members of a grand jury should decide through the power of the ballot box who serves on a local school district's governing board.

We ask the Court to examine whether the grand jury stayed within their statutorily authorized role and if the recommendation calling for the resignation of three duly elected board members violates the voting rights of the citizens of the Alum Rock community.

FINDINGS AND RESPONSES

Finding 1.

Alum Rock Union Elementary School District Board Trustees Herrera, Marquez and Tran by action and/or inaction, have subjected the District to financial peril, public scorn and distrust.

District Response to Finding 1.

Disagree. The District is comprised of approximately 11,270 students. According to the California Department of Education's Data Reporting Office, approximately 86.5% of the students are Latino and 79.2% qualify for free and reduced lunch.

On June 7, 2016, the District asked the voters of Alum Rock to approve a bond measure titled, "Alum Rock Union School District, California, Bond Issue, Measure I (June 2016). ("Measure I").

The following question appeared on the ballot:

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

A fifty-five (55%) supermajority vote was required for the approval of measure I. The Alum Rock voters responded to bond measure with a resounding, "yes" and approved Measure I by 78.75%- significantly higher than the required supermajority. Despite the loud mandate by the Alum Rock taxpayers to fix the local schools, the governing Board's efforts to move forward with their bond program has been largely derailed due to the Santa Clara County Office of Education and the County Superintendent, Mary Ann Dewan's consistent interference with the governing Board's attempt to comply with the voter mandate.

Board President Herrera, and Trustees Marquez and Tran who were duly elected by the voters of the Alum Rock community to District's Board of Education have been diligent stewards of tax payer dollars and made decisions they believe are in the best interest of the students and families of the District. Board President Herrera, and Trustees Marquez and Tran are cognizant of the demographics of the families the District serves and the mandate of the voters who approved their bond program.

Pursuant to the Constitution, the voters of Alum Rock decide who will be entrusted with the education of their local schools. They have spoken loud and clear, time and time again. Board

President Herrera has been reelected to his seat by the voters of Alum Rock six times. Trustee Marquez has been reelected to her seat on the Board three times. On two of the three occasions, Trustee Marquez received the most votes out of all candidates. Trustee Tran ran for a congressional seat on June 2018 and came in third, countywide on the ballot against a sitting incumbent.

Finding 2.

District's legal counsel concluded that Measure I and Measure J Construction Management contracts between the District and Del Terra likely violate Government Code section 1090.

District's Response to Finding 2.

Agree that the District's previous legal counsel Rogelio Ruiz from Rehon & Roberts prepared a memorandum in which he stated, "there is a material risk that a fact finder could reasonably conclude that the referenced contracts violate Government Code section 1090." "Material risk" is not to be confused with a legal determination by judge or jury. "Material risk" means instead that there is a potential that the contracts in question might run afoul of Government Code section 1090. It means that it is also possible that a finder a fact could conclude the contracts do not run afoul of Government Code section 1090. That determination, as referenced in the Ruiz opinion, should be left to a "fact finder" in a court of competent jurisdiction, where a judge should make that legal determination. Therefore, disagree with the conclusion that the contracts likely violate Government Code section 1090.

The District and governing Board relied on the legal guidance of Mr. Ruiz, from Rehon & Roberts in awarding, drafting and approving the contracts referenced in Mr. Ruiz' legal opinion. The alleged legal deficiencies were never brought to the Board's attention when the contracts were awarded. It is also important to note, that in an effort of full transparency, the governing Board voted to waive the attorney-client privilege and disclose the Rehon & Roberts memorandum.

Finding 3.

The District does not consistently use best practices in awarding contracts.

District's Response to Finding 3.

Agree that District staff would benefit from training on public entity contracting. After going through the last several years with six interim Chief Business Officials ("CBO"), the District has now hired a permanent CBO. The Board is confident that with a permanent CBO coupled with training for staff the District contract awarding practices will follow statutorily prescribed laws and regulation.

Finding 4.

Using the same contractor for both Construction Management and Program Management is not an accepted best practice, and according to the District's legal consultant, can put the district in financial and legal jeopardy.

District's Response to Finding 4.

Disagree. School districts and community college districts throughout the State award construction management and program management contracts to the same contractor. Through its wisdom, the Legislature has authorized various project delivery models and delegated to local school governing boards the ability to select among the various construction delivery models which option best fits the needs of the district. There are four project delivery methods available to school districts: (1) design/bid/build, (2) design/build, (3) lease-lease back, and (4) construction management. (*See* Education Code §17400 *et. seq.*; Government Code §4525). School construction in California, using any of these delivery models, is governed by comprehensive and complex laws and regulations and requires school districts to employ experts in numerous fields including, architecture, finance, environmental, legal, etc. Thus, many school districts, such as Alum Rock do not have the staff capacity to manage multi-million-dollar school construction program in house and rely on a construction delivery method that provides for a company that manages both the bond program side and the construction side of the bond program-a legally permissible and frequently used project delivery method.

Inherently, a multi-million-dollar construction project, for a private company or any public entity carries with it the possibility of legal exposure. However, it is absolutely an incorrect conclusion that a construction management/program management delivery option per se, puts the any district any more "in financial and legal jeopardy" then any other construction delivery model. Prior to the Santa Clara County Office of Education's involvement in the District's bond program, the litigation or threat of litigation related to the bond program was minimal, if at all.

Finding 5.

The Board has repeatedly not followed the Brown Act requirements.

District's Response to Finding 5.

Disagree. The Ralph M. Brown Act ("Brown Act") codified in the Government Code requires that all meetings of a legislative body be open and public, except under limited situations. Cal. Gov't. Code §§54950 *et. seq.* The Brown Act allows a legislative body during a meeting to convene a closed session in order to meet privately with its advisors on specifically enumerated topics. The Report identifies two instances where the Santa Clara County's ("SCCOE") fiscal advisors wrote to the Board President regarding what they alleged were Brown Act violations. The Report states, "the violation occurred when Trustees attempted to discipline the District

Superintendent without giving her proper notification." The second alleged violation occurred with the "Board's Facilities/Bond Projects Committee . . . failed to provide proper notice and minutes."

The alleged violation was written in a letter from Donald Zimring, SCCOE's fiscal advisor. It is worth noting that Mr. Zimring is not an attorney. There is no indication suggesting that Mr. Zimring has received any specialized training on the Brown Act. In fact, his letter suggests a complete lack of understanding of the Brown Act. Attached is a copy of the Board's April 12, 2018 agenda at issue in Mr. Zimring's letter (Exhibit 2). The Brown Act does allow closed session related to personnel matters. Relevant here and most importantly, the Brown Act also allows closed session to discuss anticipated litigation. The Board discussed an ongoing investigation regarding potential illegal conduct under anticipated litigation as legally permitted under Government Code section 54956.9(d)(2). Although the agenda also included an agenda item titled, Public Employee Discipline/Dismissal /Release (Government Code Section 54957), the Board did not have a discussion under this item.

Even assuming the Board had discussed personnel matters, which it did not, the Courts have held that a notice requirement to an employee only apply when the proceeding is adjudicative in character. *See Fischer v. Los Angeles Unified Sch. Dist.*, 70 Cal. App. 4th 87, 93 (1999); *Furtado v. Sierra Cmty. Coll.*, 68 Cal. App. 4th 876, 879 (1998); *Bollinger v. San Diego Civil Serv. Com.*, 71 Cal. App. 4th 568, 571 (1998); *Kolter v. Comm'n. on Prof'l. Competence of Los Angeles Unified Sch. Dist.*, 170 Cal. App. 4th 1346., 1349 (2009). Not only was Mr. Zimring wrong on the law, his role as a fiscal advisor to the District calls for him to act in a neutral, objective capacity. Instead he has designated himself as the advocate and representative of the superintendent. There is an inherent conflict of interest serving in this dual role as an alleged fiscal advisor to the District and personal advocate for the Superintendent.

The District cannot address the broad, general alleged second violation since the Report does not provide any examples of when and how notice for the Facilities subcommittee was not properly given, nor is it clear to the District how the minutes relate to the alleged noncompliance with the Brown Act.

Finding 6.

The Board failed to follow their own Board By-Laws on numerous occasions.

District's Response to Finding 6.

Disagree. The Report's alleged finding related to awarding of a construction contract based on a vote of three in favor and two against. The Reports finding claims that Board By-Law 9005, "which in part states, to 'maximize Board effectiveness and public confidence in district governance, board members are expected to govern responsibly and hold themselves to the highest standard of ethical conduct" was violated. The alleged supporting fact for this finding is nonsensical. In an effort to be responsive, the District responds that the governing Board has acted in a manner that addresses first and foremost the educational needs of the students. As outlined in response to Finding 4, the

Board has complied with the complex statutory regulations governing school construction projects. They have done so in a thoughtful and ethical manner in full compliance with Board By-Law 9005.

Finding 7.

The Board did not adequately vet all applicants in the selection of the current General Counsel.

District's Response to Finding 7.

Disagree. On October 27, 2017 the District released a Request for Proposals for Legal Services, (RFP No. 1718-BUS02) (Exhibit 3). The purpose and intent stated in the RFP was "to competitively solicit firms." The responses to the RFP were due to the District on November 22, 2017. The District received six (6) responsive proposals from law firms statewide. The Board members received copies of the proposal to review and analyze. The Board agendized the awarding of the contract at three (3) public hearings before awarding the contract. The successful firm was selected at the Board's February 8, 2018 Board meeting, four months after the RFP was issued and three months after all the responsive proposal were distributed to the Board and staff.

The Legislature has broadly authorized contracting for specified "special" services and codified such exception at Government Code section 53060, which provides:

> "The legislative body of any public or municipal corporation or district may contract with and employ persons for the furnishing of the corporation or district special services and advice in financial, economic, accounting, engineering, **legal** or administrative matters if such persons are specially trained and experienced and competent to perform the special services required." (emphasis added)

Although the governing Board was not legally required to competitively bid legal services, it did. It did so, through a very comprehensive RFP requiring detailed information on the prospective law firm's legal experience. Of the thirty-two (32) school districts in Santa Clara County, including the Santa Clara County Office of Education, one would be hard pressed to find an RFP for general counsel services. The District's governing Board went above and beyond what is legally required to obtain the most qualified law firm for their immediate legal needs. The selection process lasted months in order to ensure a thorough vetting and significant public input.

RECOMMENDATIONS AND RESPONSES

Recommendation 1.

Trustees Herrera, Marquez and Tran Should immediately resign their positions on the Board.

District's Response to Recommendation 1.

Given that the grand jury does not have the legal authority to dictate who should hold an elected position on Alum Rock Union School District's governing Board, this recommendation will not be implemented.

The District will not agree to strip the voters of the Alum Rock community their constitutional right to elect Trustees to govern their local school district. The District has requested that the Presiding Judge determine if this recommendation is a violation of the constitutional rights of the voters of the Alum Rock community; notably in light of the fact that the grand jury calling for the recusal of 3 of the 5 governing Board members is comprised of an all-white jury, not reflective of the Alum Rock community.

Recommendation 2a.

The Board should terminate the Measure I and Measure J Construction Management contracts between the District and Del Terra by October 1, 2018.

District's Response to Recommendation 2a.

The Board has a fiduciary obligation to consider any legal risk associated with terminating a contract, evaluate the implications to its bond program related to the delay in selecting a new construction company, consider increasing costs associated with school construction delay and ultimately how these issues impact the educational needs of the students. As a responsible elected body, the District will not rush to terminate its contract with the District's bond's Construction Management company by an arbitrary date. It is the Board's obligation to act as prudent stewards of the Alum Rock tax payer's monies, and to manage the construction program in a manner that is most beneficial to the students and families of Alum Rock. The recommendation with an arbitrary date to terminate the contract will not be implemented. In addition, the grand jury is legally precluded from inquiring as to the merit, wisdom or expediency of policy determinations which fall exclusively within the Board's authority.

Recommendation 2b.

The District should retain an outside legal consultant by October 1, 2018, to consider options to evaluate remedies against Del Terra.

District's Response to Recommendation 2b.

As described in response to Finding 7, the District issued a Request for Proposals and solicited proposals from law firms across the State. Retaining new legal counsel was further done in response to the Fiscal Crisis Management Assistance Team ("FCMAT") recommendation. However, as stated in response to Recommendation 2a, the District will not agree to rush and get involved in costly, protracted litigation. The Board will continue to be prudent and thorough in

evaluating how to proceed in the best interest of the students, families and taxpayers of Alum Rock. The recommendation directing the District to get involved in costly protracted litigation will not be implemented.

Recommendation 3.

The District should immediately begin using competitive bidding (e.g. RFP/RFQ) for all construction projects and professional services.

District's Response to Recommendation 3.

As a public entity, the process by which contracts are awarded are statutorily regulated, including but not limited to the requirement that all contracts be ratified by the Board at a duly noticed meeting. In addition to ensuring that the District fully complies with all legal requirements in awarding contracts, the Board takes into consideration which contracting approach best meets the needs of the District, as way of example, piggybacking of the approved list of vendors from another local, state or federal agency. In addition, state law permits, and the educational needs of students demand that in instances of emergencies, as way of example, using an RFP/RFQ would be detrimental to the educational needs of the students. This broad sweeping recommendation is unreasonable and impractical and therefore will not be implemented.

Recommendation 4a.

The District should enact a Board policy prohibiting the award of future Construction Management and Program Management contracts to the same company by December 1, 2018.

District's Response to Recommendation 4a.

In making decisions on which school construction delivery model to use, the Board will be guided not only by what is legally permitted, but also by what is in the best interest of the District. Please see response to Finding 4 for additional information. This recommendation will not be implemented. In addition, the grand jury is legally precluded from inquiring as to the merit, wisdom or expediency of policy determinations which fall exclusively within the Board's authority.

Recommendation 4b.

The District should award all future Construction Management and Program Management contracts to unrelated contractors.

District's Response to Recommendation 4b.

In making decision on which school construction delivery model to use, the Board will be guided not only by what is legally permitted, but also by what is in the best interest of the District. Please

see response to Finding 4 for additional information. This recommendation will not be implemented. In addition, the grand jury is legally precluded from inquiring as to the merit, wisdom or expediency of policy determinations which fall exclusively within the Board's authority.

Recommendation 5.

The Board should obtain a comprehensive Brown Act training from a qualified third party, by December 31, 2018, and within 30 days of the swearing in of new Trustees.

District's Response to Recommendation 5.

The members of the governing Board already participate in Brown Act trainings from statewide and national organizations, including, but not limited to the California School Boards Association and the National School Board's Association. The Board will continue taking such trainings and will encourage newly elected Board members to do the same. Legally, this Board cannot impose the training requirement on future elected Board members. The permissible portion of this recommendation has already been implemented. The District does agree that District staff and all consultants assigned to work for the District, including but not limited to the SCCOE fiscal advisors should receive training on the Brown Act.

Recommendation 6.

All current Board members should sign a declaration saying they have read, understood and will comply with the Board By-Laws, and any subsequent revisions, by September 30, 2018. Future Trustees should sign the same declaration within 30 days of their swearing in.

District's Response to Recommendation 6.

The members of the governing Board already comply with and are legally required to comply with their own adopted By-Laws. Signing an arbitrary declaration, by an arbitrary day, saying they will do what they must do by law does not add any further force or effect to a legally required mandate. This governing Board does not have the legal authority to impose conditions for holding office for future Board members. There is no need to implement this recommendation given that the compliance portion of the recommendation has already been implemented.

Recommendation 7.

The Board should terminate the contract with its General Counsel and use a competitive process (RFP/RFQ) that includes a proper vetting mechanism to hire new General Counsel by December 31, 2018.

District's Response to Recommendation 7.

As discussed in more detail in response to Finding 7, on October 27, 2017 the District released a very comprehensive and thorough Request for Proposals for Legal Services, (RFP No. 1718-

BUS02). The responses to the RFP were due to the District on November 22, 2017. District staff and the Board members took nearly three months to review and vet the responsive proposals. The District does not see the need to implement this recommendation by reissuing a new RFP for legal services since the last RFP was issued and a new law firm selected only a few months ago.

Sincerely,

Maribel S. Medina

cc: Alum Rock Elementary Union School District

Enclosures

EXHIBIT 1

GRAND JURY
SANTA CLARA COUNTY

2018-2019 Santa Clara County Civil Grand Jury Members

Lionel Allan

Marcella Bellicitti

Kathryn Blinn

Jacquelyn Caldwell

Marcia Cohen Zakai

Dean Duffy

Karla Fukushima

James Glancey

Barbara Haskins

Idell Hunter

George Jaquette

John Klobe

Jeffrey Levin

David Morris

Harry Oberhelman, III

John Pedersen
Foreperson

Howard Pomerantz

Georgine Scott-Codiga

Dennis Sullivan

Rev. 06.27.18

EXHIBIT 2

Thursday, April 12, 2018
AGENDA - REGULAR BOARD MEETING

Type: AGENDA - REGULAR BOARD MEETING
Time: 5:30 p.m.
Code: Regular #18-17/18
Location: ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT, 2930 Gay Avenue, San Jose, CA 95127; Board Room.

In compliance with the Americans with Disabilities Act, if you need special assistance in order to participate in the public meeting of the Board of Trustees, please contact the Office of the Superintendent at (408) 928-6822. Notification 72 hours prior to the meeting will enable the District to make reasonable accommodations.

1. OPEN SESSION - CALL TO ORDER AND ROLL CALL

1.01 CALL TO ORDER / ROLL CALL -- BOARD PRESIDENT ESAU RUIZ HERRERA.

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

1.03 ADJOURNMENT TO CLOSED SESSION: The Board will adjourn to Closed Session at approximately 5:35 p.m. Open Session will resume approximately one hour after the commencement of Closed Session.

2. CLOSED SESSION

2.01 CONFERENCE WITH LEGAL COUNSEL -- ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (4 potential cases). Discussion/Action.

2.02 CONFERENCE WITH LEGAL COUNSEL -- INITIATION OF LITIGATION. Pursuant to Government Code Section 54956.9 (c)(1). Discussion/Action.

2.03 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION. Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9): Professional Asbestos & Lead Services, Inc. v. Everlast Builders, Inc., and Alum Rock Union Elementary School District. Santa Clara County Superior Court Case No 17 CV305853. Discussion/Action.

2.04 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION. Pursuant to paragraph (1) of Subdivision (d) of Government Code Section 54956.9: Bay Area Asphalt and Cement, et al. v. Alum Rock Union Elementary School District, et al. Santa Clara County Superior Court Case No. 17CV306628. Discussion/Action.

2.05 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: AREA (Alum Rock Educator's Association); District Negotiators: (1) Hilarla Bauer, Ph.D., Superintendent; (2) Jess

Serna, Interim Assistant Superintendent, Human Resources; and (3) Maribel Medina, Attorney. Discussion/Action.

2.06 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: CSEA (California Schools Employees Association); District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; (2) Jess Serna, Interim Assistant Superintendent, Human Resources; and (3) Maribel Medina, Attorney. Discussion/Action. Discussion/Action.

2.07 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: TEAMSTERS; District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; (2) Jess Serna, Interim Assistant Superintendent, Human Resources; and (3) Maribel Medina, Attorney. Discussion/Action.

2.08 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54957). Discussion/Action.

3. RECONVENE TO OPEN SESSION - DISTRICT OFFICE BOARD ROOM

3.01 CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE BY BOARD PRESIDENT ESAU RUIZ HERRERA.

3.02 REPORT OF ACTION TAKEN IN CLOSED SESSION.

3.03 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.

4. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

4.01 "REQUESTS TO ADDRESS THE BOARD" provides members of the public an opportunity to speak to the Board about any matter under the jurisdiction of the Board and not otherwise on the agenda. Those who wish to address specific agenda items will have an opportunity to do so when that agenda item is introduced and presented during this meeting. Individuals wishing to speak are requested to proceed to the podium. There is a three-minute time limit for each speaker. The Board will automatically refer to staff any formal written requests that are brought before them at this time. Written matters may be placed on a future meeting.

5. COMMENTS AND COMMUNICATION

5.01 Teamsters.

5.02 California School Employee's Association (CSEA).

5.03 Alum Rock Administrator's Association (ARAA).

5.04 Alum Rock Educator's Association (AREA).

5.05 Superintendent.

5.06 Board of Trustees/Communications/Comments.

6. SPECIAL PRESENTATION AND/OR RECOGNITION

6.01 SPECIAL PRESENTATION: RENAISSANCE @ FISCHER AND RENAISSANCE @ MATHSON.

7. PUBLIC HEARING

7.01 PUBLIC HEARING. CSEA Chapter 305 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2018-June 30, 2019.

8. BOND / FACILITIES

8.01 INFORMATION: The Board will receive a written update on the status of bond projects.

8.02 INFORMATION: The Board will receive a written update from the Citizens Bond Oversight Committee.

8.03 ACTION: Award of Contract Hazard Management Services.

8.04 ACTION: Award of Contract National Econ Corp.

8.05 ACTION: Award of Contract Applied Material & Engineering, Inc.

9. CONTRACTS OVER $100,000

9.01 ACTION: Approve Contract Increase with Mohawk Commerical Inc., Maintenance, $40,000.00.

10. SUPERINTENDENT/BOARD BUSINESS

10.01 INFORMATION/DISCUSSION/ACTION: Ratification of Alum Rock Union Elementary School District's Appeal of the Santa Clara County Office of Education's Determination to Stay and Rescind All Actions.

10.02 INFORMATION/DISCUSSION/ACTION: The Board will have discussion around School Safety.

10.03 INFORMATION/DISCUSSION: CSBA Sample of Board Policy 5112.5, Students, Closed Campus.

10.04 INFORMATION/DISCUSSION/ACTION: Discussion around Next Steps pertaining to the George/Fischer Multi-Purpose Rooms.

10.05 INFORMATION/DISCUSSION/ACTION: Discussion around George Multi-Purpose Community Room that will exclude the George campus pertaining to the Earthquake Faultline.

10.06 INFORMATION/DISCUSSION/ACTION: Mathson Community Center Update (Former MACSA center).

10.07 INFORMATION: The Board will have discussion on Beautiful Day.

10.08 DISCUSSION/ACTION: Adopt the 2nd Reading of the Amended Board Policy 2121, Superintendent's Contract, Administration.

10.09 DISCUSSION/ACTION: Board-Created Standing Committees. The Board will discuss the merits of, and may take action to create various Board Committees, such as (1) Bonds, Facilities, and Finance Committee; (2) Curriculum and Technology Committee; (3) Parent Engagement Committee; and (4) Small Schools and Innovation Committee. If Board-Created Committees are created, committee appointments will also be made.

11. INSTRUCTIONAL SERVICES

11.01 INFORMATION/PRESENTATION: Local Control Accountability Plan (LCAP)-Initial Findings Presentation.

12. BUSINESS

12.01 INFORMATION/DISCUSSION: FISCAL EXPERT UPDATE. Assistant Superintendent Kolvira Chheng will provide a Fiscal Expert update to the Board.

12.02 INFORMATION/DISCUSSION: FCMAT UPDATE. Assistant Superintendent Kolvira Chheng will provide a FCMAT update to the Board.

12.03 ACTION: Approval of Easement Agreement between Alum Rock Union Elementary School District (Grantor) and the City of San Jose (Grantee) to allow Grantee permission to install an underground public sanitary sewer line and related underground sanitary sewer activities which includes construction, maintenance, operation, repair and replacement at the Horace Cureton School site.

12.04 ACTION: Approve the 2016-2017 Annual Performance Audit Report.

12.05 ACTION: Approve the 2016-2017 Annual Performance Audit Report for Measure J and Measure I.

12.06 INFORMATION/ACTION: Approval of Escuela Popular Proposition 39 Project.

13. HUMAN RESOURCES

13.01 INFORMATION Regarding Resignations.

13.02 ACTION: Accept CSEA Chapter 305 Initial Bargaining Proposal to Open Negotiations for the period of July 1, 2018-June 30, 2019 with the Alum Rock Union Elementary School District.

14. CONSENT CALENDAR

14.01 ACTION: Approval of Minutes for the following meetings: (1) December 14, 2017, Organizational Board Meeting; and (2) February 27, 2018, Special Board Meeting.

14.02 ACTION: Approve Contracts for Professional Services - Firms.

14.03 ACTION: Approve Memorandum(s) of Understanding(s).

14.04 ACTION: Acceptance of Donations.

14.05 ACTION: Approval of Fundraising Activities.

14.06 ACTION: Enrollment/Attendance Report for Month 6 (January 22, 2018 thru February 16, 2018).

14.07 ACTION: Enrollment/Attendance Report for Month 7 (February 19, 2018 thru March 16, 2018)

14.08 ACTION: Approve the Santa Clara County Treasury Investment Portfolio Status.

14.09 ACTION: Resolution No. 33-17/18; Asian Pacific Heritage Month.

14.10 ACTION: Resolution No. 34-17/18; Cinco De Mayo Week.

14.11 ACTION: Resolution No. 35-17/18; Week of the Teacher.

14.12 ACTION: Approve/Ratify Notices of Employment and Changes of Status/April 12, 2018/Human Resources Department.

14.13 ACTION: Approve Out of State Travel, 2018 City Year Investors Summit, Washington D.C., March 14-15, 2018 for Hilaria Bauer. Estimated cost $550.

14.14 ACTION: Approve the AREA 2018-2019, 2019-2020 and 2020-2021 Calendars.

14.15 ACTION: Quarterly Report on Williams Uniform Complaints.

14.16 ACTION: School-Sponsored Field Trip List.

15. FUTURE BOARD AGENDA REQUESTS

15.01 Requests from Board of Trustees and/or from the Public.

16. ADJOURNMENT

16.01 President adjourns the meeting.

EXHIBIT 3

REQUEST FOR PROPOSAL

RFP No. 1718-BUS02

FOR
LEGAL SERVICES

Deadline: 3:00 p.m., Wednesday, November 22, 2017
(NOTE: *The time clock in the Purchasing Department will be used as the official time.)*

Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127
http://www.arusd.com

For Information Contact:

Kolvira Chheng
Assistant Superintendent, Business Services
2930 Gay Avenue
San Jose, CA 95127
408-928-6847
kolvira.chheng@arusd.org

REQUEST FOR PROPOSAL
FOR
LEGAL SERVICES

INVITATION AND BACKGROUND

NOTICE IS HEREBY GIVEN that the Alum Rock Union Elementary School District ("District") is seeking proposals from qualified firms to provide legal services in conjunction with the District's operations, and to support its educational and facilities programs. The District will receive sealed proposals for the award of contract(s) for legal services effective no later than, 3:00 p.m. on November 22, 2017.

The Alum Rock Union Elementary School District serves students in grades TK - 8th, as well as special education and preschool programs. The District has 22 campuses, along with a central district office. The expenditures for legal fees and costs for 2016-2017 were approximately $600,000.00

District demographics and quick facts:

Enrollment	10,000
Grades	TK – 8
Employees	1,212 (approx.)
Operating Budget	138,492,459
Board of Trustees	Five elected board members
Instructional Days	180
Website	http://www.arusd.com

PURPOSE AND INTENT

The purpose of this Request For Proposal (RFP) is to competitively solicit firms and establish a bench of specialized consultants for advice and legal counsel.

INSTRUCTIONS

All proposals shall be submitted in the format specified by the District as defined in this RFP.

Four (4) paper copies and one (1) electronic PDF version on a flash drive of the proposal shall be submitted in a sealed envelope, no later than 3:00 p.m. on November 22, 2017 and clearly marked RFP No. 1718-BUS02. Each firm is responsible for the delivery of their proposals. If the proposal is delivered to the wrong office, by any delivery method, the bidder bears full responsibility. No fax or phone proposals will be accepted. Proposals received after the above stated time and date will be returned to vendor unopened. The selection process will include a screening review and evaluation of proposals by District staff members. The time clock in the Purchasing Department will be used as the official time.

Sealed proposals will be received at:

Alum Rock Union Elementary School District
Purchasing Department
2930 Gay Avenue
San Jose, CA 95127
Attn: Mr. Kolvira Chheng, Assistant Superintendent Business Services

District office hours are Monday through Friday, 7:30 a.m. to 4:30 p.m. Questions regarding this proposal should be submitted to Mr. Kolvira Chheng, via email at kolvira.chheng@arusd.org. Mr. Chheng can also be reached at 408-928-6847.

All proposals received as part of this solicitation become the property of the District and shall be considered public record. The cost to prepare and submit the proposals is at the sole expense of each firm. The emphasis of your proposal should be on completeness. adherence to directions and format requirements, brevity, and clarity of content.

The District reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. The District may reject any proposal that does not conform to the instructions herewith. Additionally, the District reserves the right to negotiate all final terms and conditions of any preliminary agreement entered into with the legal firm. The District makes no representations that any contract will be awarded toany respondent.

Contact with any individual(s) in the District, other than the individual(s) specifically named herein, is prohibited, and may result in rejection of the proposal.

TENTATIVE TIMELINE

The anticipated schedule for completion of this RFP is shown below. Please note: Dates are subject to change:

Milestone	Date
Release of Request For Proposal (RFP)	October 27, 2017
Deadline for Questions/Clarifications	November 10, 2017
Responses to Request for Clarification	November 17, 2017
Proposal Due Date	November 22, 2017
Screening/Interviews/Reference Checks/Contract Negotiations	November 27 – 30, 2017
Board Approval	December 14, 2017

INSTRUCTIONS FOR SUBMITTING PROPOSALS FOR LEGAL SERVICES

SCOPE OF SERVICES TO BE PROVIDED - AREAS OF SPECIALIZATION

Your response to this Request for Proposal must include sufficient evidence to document the firm's capability to perform, such as the experience and qualifications pertinent to the requirements of this request for qualifications.

Areas of Specialization - Requirements

1) **Human Resources - Labor and Employment**

   Contractor shall provide, as requested, legal advice related to labor and employment law including, without limitation: union negotiations, contractual arbitration, matters before the Public Employee Relations Board, disputes, collective bargaining, California Labor Code, Personnel Commission rules, employment contracts, State and Federal law, and labor-related matters in Superior or Federal court.

   Legal service may include, without limitation: filing complaints, answers, and motions, preparing and responding to discovery, representing the District in jury or court trials, and representing the District on appeal. In addition, the Contractor may be called upon to retain experts when related to advice or service requested.

2) **General Education Law**

   Contractor shall provide, as requested, legal advice related to general education law including, without limitation: child custody, child abuse, academic calendars, charter school law, Federal and State implementation and compliance of categorical programs, desegregation and civil rights law, disputes, and school law enforcement.

   Legal service may include, without limitation: filing complaints, answers, and motions, preparing and responding to discovery, representing the District in jury or courts trials, and representing the District on appeal. In addition, the Contractor may be called upon to retain experts when related to advice or service requested.

3) **Facilities Services**

   Contractors shall provide, as requested, services in the following areas:

   a. Land acquisition and real estate matters
   b. Construction and construction delivery methods
   c. Public Works and Public Contract Code

d. Construction litigation
e. California Environmental Quality Act (CEQA) and DTSC Compliance
f. Construction related labor relations support
g. Facility mitigation agreements, developer fees, Mello Roos and Community Facility Districts
h. Public Finance: Bond/Debt obligations, regulatory compliance and school finance

4) Special Education

Contractor shall provide, as requested, services in the following areas:

a. General Special Education compliance advice and training including, but not limited to:

Charter/private schools, non-public school placement, issues involving appropriate educational programs, jurisdictional questions, applicability of Individuals with Disabilities Education Act (IDEA), provision of related services, Section 504 issues, state compliance investigations, suspension and expulsion of Special Education students, and IDEA procedural issues.

b. Free and Appropriate Public Education (FAPE) negotiations, Special Education due process proceedings, and Special Education litigation support.

Represent the District at Special Education Due Process hearings regarding the delivery of educational services to children with physical, emotional and learning disabilities. Advise the District with respect to its rights and obligations to students with disabilities. The work may include: legal research, case analysis, preparation of statutory offers, drafting and responding to motions, preparing and interviewing witnesses for Due Process Hearings, preparing for and advocating on behalf of the District at Due Process Hearings, drafting pleadings and relevant legal documents related to Due Process Hearings. In addition, expertise is required to support and manage Special Education litigation as well as negotiate and draft language for mediation agreements, contracts, and settlement agreements.

5) Business and Procurement Services - Contract Support

Contractor shall provide, as requested, legal advice and legal services related to drafting, reviewing, negotiating, and enforcing the contracts pursuant to which the District procures goods and services, including professional services, computer hardware and software, machinery, equipment, furniture, utilities, material, supplies, and vehicles. Contractor shall provide legal advice and legal services related to enforcing contracts, or otherwise representing the District's interests in connection with contracts entered into by the District and other contract matters.

6) Government Relations

Contractor shall provide, as requested, services in the following areas:

a. Board of Trustees Counsel and Support: Contractor shall provide, as requested, legal advice and legal services related to Board matters, including, but not limited to, Board policies, election issues, media relations, individual Board Member liability, and communication with the public and media by Board Members.

b. Brown Act: Contractor shall provide, as requested, legal advice and legal services related to Brown Act matters, including, but not limited to: open meeting law, agenda requirements, closed session law, participation in public meetings, distribution of documents, and Robert's Rules of Order.

c. Public Law: Contractor shall provide, as requested, legal advice and legal services related to public law, including, but not limited to: public agency conduct and meetings, election and political issues, Public Records Act requests, ethics and conflicts of interest, and intergovernmental relations. Legal service should also include analyses and advice related to mandated cost issues.

END OF SCOPE OF SERVICES TO BE PROVIDED

PROPOSAL FORMAT

Each respondent should submit one (1) proposal for any or all areas of specialization listed herein. Proposals should be organized in the following manner and limited to the following number of pages for each section.

Section		Page(s)	Notes
1.	Executive Summary	1	One page maximum
2.	Narrative & Biographic Info	12	Two-page maximum for each area of specialization; maximum of 12 pages if responding to all six areas.
3.	Reference List	1	One page maximum
4.	Fees/Services Schedule	1	Use Enclosed Form-Page 13
5.	Certification	1	Use Enclosed Form - Page 14
6.	Criminal Records Certification	1	Use Enclosed Form-Page 16
7.	Insurance Requirements	1	Provide Copy of Insurance Certificate(s) with endorsements
8.	IRS Form W-9	1	IRS Form W-9 is available at: www.irs.gov/pub/irs-pdf/fw9.pdf
9.	Conflict of Interest Certification	2	Use Enclosed Form - Pages 17 & 18
10.	Letters of Recommendation	3	Submit no more than three

AREAS OF SPECIALIZATION

1. Human Resources - Labor and Employment
2. General Education Law
3. Facilities Services
4. Special Education
5. Business and Procurement Services - Contract Support
6. Government Relations

END OF PROPOSAL FORMAT

PROPOSAL COMPONENTS

1. **Executive Summary (one page)** - The **Executive Summary** should contain a statement of interest and a brief summary of qualifications to engage in a professional relationship with the Alum Rock Union Elementary School District.

2. **Narrative and Biographical Information (up to 12 pages)** - Provide a description of your qualifications for providing legal services in the area(s) of specialization you desire to perform services. Include descriptive and supportive evidence of how your firm will maintain a close working relationship with the District. Indicate ongoing commitments to the professional education of staff members, association with school connected organizations (i.e. CASBO, CASH), total number of permanent employees, and any other data that may assist the evaluation team in understanding your qualifications and expertise.

   The narrative should outline the tasks and services your firm will perform for each area of specialization. Include a short biographical vita on each member of the firm you propose to assign to the District for each area of specialization you are responding to.

   This section shall contain no more than 12 pages: two-page maximum per area of specialization with a maximum of 12 pages total if responding to aJl six areas of specialization.

3. **Reference List (one page)** - Provide a list of contracts from the past five (5) years for services similar in scope to this proposal. Include a minimum of three (3) educational client references with whom you have contracted within the last three (3) years. List must include the following information for each contract:

   - Client name and complete address
   - Contact name and telephone number
   - Dates of service
   - Description of service
   - Fee Schedule

4. **Fees/Services Schedule** - Respondent is requested to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of the contract resulting from this RFP on a labor rate basis. Be as thorough and specific as possible as this will form the basis of any contract for services that may be presented by the District. Provide your fees on the Pricing Sheet included with this RFP (page 13).

5. **Certification** - Complete, sign, and date the enclosed "Certification" with this RFP (page 14).

6. **Certification by Contractor of Criminal Records Check** - Pursuant to Education Code 45125.1, complete, sign, and date the enclosed form AB 1610, 1612, and 2102 included with this RFP (page 16).

7. **Insurance Requirements** - Respondent shall submit with their proposal, certificate(s) of insurance, or evidence that they can obtain insurance prior to Contract award. The following coverages are required:

- Commercial General Liability: $1,000,000 per occurrence, and $3,000,000 general aggregate for bodily injury, personal injury and property damage.

- Automobile Liability: $1,000,000 Combined Single Limit for owned, hired and non-owned auto.

- Errors and Omissions: All professionals and firms shall carry, or agree to obtain prior to the commencement of legal work for the District, an amount of Errors and Omissions Insurance sufficient to provide adequate protection to the District given the anticipated scope and volume of work to be assigned to the professional or firm by the District.

- Workers' Compensation: As required by the State of California *

  Part A: Statutory Requirements
  Part B: Employer's Liability: $1,000,000 per injury, $1,000,000 per disease, and $1,000,000 aggregate

*If the Contractor is a sole proprietor with no employees, proof of Workers' Compensation and Employer's Liability insurance coverage will not be required.

For all insurance coverage provided by the Contractor, the following terms apply:

A. Any deductibles, or self-insured retentions, shall be declared in writing to the District; District approval is required for any amounts over $25,000.

B. Insurance shall be placed with California admitted insurers with a current A.M. Best Company rating of "no less than A" unless otherwise approved by the District. The State Compensation Fund of California is acceptable for Workers' Compensation insurance.

C. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.

D. General liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

   a. Contractor agrees to defend, indemnify, save and hold harmless, Alum Rock Union Elementary School District (District), its officers, agents, representatives, employees, and Board of Trustees, and provides named additional insured endorsements for the District, its officers, agents, representatives, employees, and Board of Trustees. They are to be covered as insured with respect to: liability arising out of activities

performed by, or on behalf of, the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its subsidiaries, officials, employees, and the Board of Trustees.

b. For any claims related to the services, the Contractor's insurance coverage shall be primary insurance with respect to the District, its subsidiaries, officials, employees, and the Board of Trustees. Any insurance or self-insurance maintained by the District, its subsidiaries, officials, employees, and the Board of Trustees shall be excess of the Contractor's insurance and shall not contribute to it.

c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits, except after a thirty (30) day prior written notice by certified mail, return receipt requested, has been given to the District.

The Contractor shall furnish the District original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

8. **IRS Form W-9** - All Proposals must include the following Internal Revenue Service form:

IRS Form W-9 Request for Taxpayer Identification Number and Certification (Revised December, 2014).
Form W-9 is available at: www.irs.gov/pub/irs-pdf/fw9.pdf

9. **Conflict of Interest Certification** - Complete, sign, and date the enclosed Conflict of Interest certification included with this RFP (pages 17 & 18).

10. **Letters of Recommendation (three pages)** - Include no more than three recent letters of recommendation from school district clients.

END OF PROPOSAL COMPONENTS

AWARD

1. **Award of Proposal** - Award will be made to the firm(s) offering the most advantageous proposal in their area of specialization. The District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated.

2. **Award Evaluation Criteria** - Evaluation criteria that will be used to evaluate all proposals received are listed below:

   a. Qualifications and availability of key persons to be assigned to the contract resulting from this solicitation

   b. Number of years of experience the firm has in this type of business, and with accounts of this size

   c. Demonstrated competence in relative experience, references, andbackground check

   d. Experience in performance of comparable work

   e. Costs/fees

   f. Financial stability

   g. Conformance with the specifications of this RFP

   The superintendent or designee may also contact and evaluate the firm's references, contact any vendor representative to clarify any response, contact any current users of the firm's services, solicit information from any available source concerning any aspect of a proposal, and review any information deemed pertinent to the evaluation process. The District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District.

   Discussions may, at the District's sole option, be conducted with responsible representatives who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Firms shall be given fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submission, and before award for obtaining best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing firms.

3. **Award Selection Process** - Selection of qualified firms to be interviewed will be based on the following: quality and completeness of submitted proposal, understanding of objectives, project approach, experience and expertise with public agencies and similar types of efforts, and references. Additional questions may be asked of firms during the

interview process. Firm(s) awarded contract(s) will be expected to sign the District's standard Independent Contract Agreement.

END OF AWARD

KEY ACTION DATES

The anticipated schedule for completion of this RFP is shown below. Please note: Dates are subject to change:

Milestone	Date
Release of Request For Proposal (RFP)	October 27, 2017
Deadline for Questions/Clarifications	November 10, 2017
Responses to Request for Clarification	November 17, 2017
Proposal Due Date	November 22, 2017
Screening/Interviews/Reference Checks/Contract Negotiations	November 27 – 30, 2017
Board Approval	December 14, 2017

END OF KEY ACTION DATES

PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the District a summary of the estimated costs suitable for detailed review and analysis. The Proposer shall complete the Price/Cost Proposal in its entirety. The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period. The number of hours listed below is for evaluation purposes only, and may vary. The District does not guarantee the number of hours.

Name of Firm _____

Name of Office _____

Signature _____ Date _____

Title	**Hourly Rate**
Senior Partner/Shareholder	
Partner	
Senior Associate	
Associate	
Paralegal	
Special Counsel	
Other, list:	

CERTIFICATION

REQUEST FOR PROPOSAL
LEGAL SERVICES FOR
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

I certify that I have read the attached **Request For Proposal - (RFP) Legal Services,** and the instructions for submitting an RFP. I further certify that I must submit for each area of specialization, four (4) paper copies and one (1) electronic PDF copy on a flash drive of the firm's proposal in response to this request, completed Certification by Contractor Criminal Records Check and that I am authorized to commit the firm to the proposal submitted.

Signature

Typed or Printed Name

Title

Company

Address

Address

Telephone

Fax

Date

If you are bidding as a corporation, please provide your corporate seal here:

E-Mail Address

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Board of Trustees of the Alum Rock Union Elementary School District:

I,_____ _____ _____ _____ _____ certify that:
Name of Respondent

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.

2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at_____, California on _____
Date

_____
Signature

_____
Typed or printed name

_____
Title

_____
Address

_____
Telephone

CONFLICT OF INTEREST CERTIFICATION

All respondents shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME _____

TITLE OF OFFICER _____

NAME OF COMPANY _____

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team members or consultants been employed by the District in the last three years? [Yes] [No] If your answer is "Yes", please provide the following information:

   a. Full-time employee? [Yes] [No]
   Part-time employee? [Yes] [No]
   As-needed employee? [Yes] [No]
   Consultant? [Yes] [No]
   Other? Please explain below

   Explain: _____

   b. Dates of employment/employment contract/consulting contract?

   _____

   c. Which department(s) did employee(s) work at the District?

   _____

   d. Name of Supervisor(s)?

   _____

   e. Describe job duties and responsibilities for each District position held.

   _____

   f. Last date of employment?

   _____

2. Does (has) any District Board Member or District employee have (had) a business position, or serve as an Officer, Partner or Shareholder in your company? [Yes] [No] If the answer is "Yes", please provide the following information:

   a. Name(s) of the Board Member(s) or employee(s)?

   _____

   b. Title/position with your company?

   _____

c. If anyone is (was) District Board Member or employee, what percentage of your company's shares does he/she own?

_____

3. Are any of your former employees or consultants presently employed by the District? [Yes] [No] If the answer is "Yes", please provide the following information for each employee:

a. Name of former employee(s)?

_____

_____

b. Position/title with your company?

_____

_____

c. Please describe their duties and responsibilities for each position held at your company.

_____

_____

d. Dates of employment?

_____

_____

I declare under Penalty of Perjury, under the laws of the State of California, that the above mentioned statements are true and correct to the best of my knowledge, and this declaration was executed on:

_____ _____,2017 ; in the
Month Day

_____ _____
City State

_____
Signature

_____
Printed Name

_____
Title