

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES



**Regular Board Meeting
January 17, 2019**



**Thursday, January 17, 2019
REGULAR BOARD MEETING AGENDA**

Type: REGULAR BOARD MEETING AGENDA

Time: 5:30 p.m.

Code: Regular #07-18/19

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 LINDA CHAVEZ.

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 60 minutes after the start of Closed Session.

2. CLOSED SESSION

2.01 DISCUSSION/ACTION: CONFERENCE WITH LEGAL COUNSEL -- ANTICIPATED LITIGATION: Initiation of Litigation pursuant to Government Code, 54956.9, subdivision (d)(2). 2 potential cases.

2.02 INFORMATION/DISCUSSION: CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: AREA (Alum Rock Educator's Association); District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; and (2) Jess Serna, Interim Assistant Superintendent, Human Resources.

2.03 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: CSEA (California School Employees Association); District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; and (2) Jess Serna, Interim Assistant Superintendent, Human Resources.

2.04 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: TEAMSTERS; District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; and (2) Jess Serna, Interim Assistant Superintendent, Human Resources.

3. RECONVENE TO OPEN SESSION - DISTRICT OFFICE BOARD ROOM

3.01 CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE BY BOARD PRESIDENT LINDA CHAVEZ.

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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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. SPECIAL PRESENTATION

4.01 SPECIAL RECOGNITION: Mrs. Ella Southworth, Long-Term Substitute Paraprofessional at Painter. On behalf of the District, we would like to acknowledge Mrs. Ella Southworth, long-term substitute paraprofessional, for her immediate action to resolve an incident involving action and performing the Heimlich Maneuver on a 4 year-old student. Mrs. Ella Southworth is a true hero for saving this child's life.

5. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

5.01 "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.

6. COMMENTS AND COMMUNICATION

6.01 Teamsters.

6.02 California School Employee's Association (CSEA).

6.03 Alum Rock Administrator's Association (ARAA).

6.04 Alum Rock Educator's Association (AREA).

6.05 Superintendent.

6.06 Board of Trustees/Communications/Comments.

7. BOND / FACILITIES

7.01 INFORMATION/DISCUSSION: Citizen's Bond Oversight Committee (CBOC). The CBOC will provide a written report to the Board.

7.02 ACTION: Approve the 2017/18 Annual Performance and Financial Audit of General Obligation Bonds Report for Measure J and Measure I.

8. SUPERINTENDENT / BOARD BUSINESS

8.01 ACTION: Resignation of Trustee Karen Martinez. Karen Martinez has submitted a resignation in writing, effective December 15, 2018. The Board will accept the resignation and thank former Trustee Karen Martinez for her service to the District.

8.02 INFORMATION/DISCUSSION/ACTION: Board Vacancy, Process, and Timeline. The Board will discuss the process for filling the vacancy created by the resignation of Karen Martinez, including deadlines for applying, date for candidate interviews, and action to appoint from among the applicants.

8.03 DISCUSSION/ACTION: The Board will determine the protocol, vetting, and selection of the proposed new General Counsel.

8.04 INFORMATION/DISCUSSION/ACTION: Board-Created Committees. The Board will discuss the merits of, and may take action to create various Board-Created Committees, such as (1) Budget and Finance Committee; (2) Curriculum Committee; and (3) District Marketing Committee. If Board-Created Committees are created, committee appointments might also be made.

9. CONTRACTS OVER \$100,000

9.01 ACTION: Approve Contract Increase for AchieveKids, Tuition related cost for non-public school, Special Education, Original amount \$188,714.00, Increase \$62,380.00.

10. BUSINESS

10.01 ACTION: Approve 2017/2018 Annual Audit.

10.02 INFORMATION/DISCUSSION/ACTION: Approval of KIPP's Prop 39 Project.

10.03 ACTION: Approve Resolution No. 21-18/19 Supplemental Employee Retirement Plan (SERP) Certificated and Classified Management.

10.04 INFORMATION/ACTION: CMAS Contract No.: 7-17-99-31-02 Mohawk Commercial, Inc. Revise to CMAS Contract Number: 4-18-00-0085B.

10.05 INFORMATION/DISCUSSION: Resolution No. 20-18/19 Update Agreement Between the Governing Board of the Alum Rock Union Elementary School District and the Santa Clara County Superintendent of Schools Regarding Necessary Revisions for Compliance with Statutory Budget Requirements in Conjunction with the Local Control Accountability Plan (Education Code § 42127 and 52070).

11. HUMAN RESOURCES

11.01 INFORMATION Regarding Resignations.

12. CONSENT CALENDAR

12.01 ACTION: Approval of Minutes for the following meeting: December 13, 2018, Organizational Board Meeting.

12.02 ACTION: Approve Contracts for Professional Services - Firms.

12.03 Approve Southwest Key Programs, Inc., Contract, Student Services, No Cost.

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

12.05 ACTION: Acceptance of Donations.

12.06 ACTION: Approval of Fundraising Activities.

12.07 ACTION: Acceptance of Vendor & Payroll Warrants

12.08 ACTION: Enrollment/Attendance Report for Month 4 (November 12, 2018 thru December 7, 2018).

12.09 ACTION: Approve Quarter Two Report on Williams Uniform Complaints.

12.10 ACTION: Resolution No. 14-18/19; Approval of District's Annual Authorized Signatures to be Submitted to the Santa Clara County Office of Education (SCCOE).

12.11 ACTION: Resolution No. 15-18/19; Approval of District's Annual Authorized Signatures (Bank Deposits).

12.12 ACTION: Resolution No. 16-18/19; African American History Month.

12.13 ACTION: Approve Out of State Travel, Innovating Education Summit, Fort Lauderdale, FL, April 3-5, 2019 for Jason Sorich. No cost.

12.14 ACTION: Approve Out of State Travel, National Association of School Psychologist (NASP) 2019 Annual Conference, Atlanta, GA, February 25 – March 1, 2019 for Lee Pruett. Estimated cost \$3340.

12.15 ACTION: Santa Clara County Office of Education – Amendment to Co-Op Pilot Preschool Program: Painter Elementary School.

12.16 ACTION: Approve/Ratify Notices of Employment and Changes of Status/January 17, 2019/Human Resources Department.

12.17 ACTION: School-sponsored Field Trip List.

13. FUTURE BOARD AGENDA REQUESTS

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

14. ADJOURNMENT

14.01 President adjourns the meeting.

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

4.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

January 9, 2019

Subject:

Special Recognition

Long-Term Substitute Paraprofessional at Painter, Ella Southworth

On behalf of the District, we would like to acknowledge Mrs. Ella Southworth, long-term substitute paraprofessional, for her immediate action to resolve an incident involving action and performing the Heimlich Maneuver on a 4 year-old student. Mrs. Ella Southworth is a true hero for saving this child's life.

Special Recognition

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting: January 17, 2019
Regular Board Meeting

Special Recognition

4.01
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

7.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION


To the Board of Trustees:

Date: December 17, 2018

Subject: Citizen's Bond Oversight Committee (CBOC)

The Board will receive a written update from the Citizen's Bond Oversight Committee.

INFORMATION/DISCUSSION

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

To the Board of Trustees:

Meeting: January 17, 2019
Regular Board Meeting

INFORMATION/DISCUSSION

7.01

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 TRUSTEES

Date: January 7, 2019


To the Board of Trustees:

Subject: 2017/2018 Annual Performance and Financial Audit of
General Obligation Bonds (GOB) Report

Staff Analysis: Every year the district hires an independent auditor to review our financial activities for Measure J and Measure I General Obligation Bond funds for period ending June 30, 2018. Our auditor is Crowe, LLP. A representative from the firm will present the report to the Board.

Recommendation: Staff recommends approval of the 2017/2018 Annual Performance and Financial Audit of General Obligation Bonds Report.

The Annual Performance and Financial Audit of GOB Report will be provided under separate cover

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

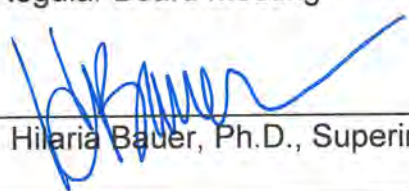
To the Board of Trustees:

Meeting: January 17, 2019
Regular Board Meeting

Recommend Approval

7.02

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 Jose, CA 95127

8.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

January 9, 2019

Subject:

RESIGNATION OF TRUSTEE KAREN MARTINEZ

Karen Martinez has submitted a resignation in writing, effective December 15, 2018. The Board will accept the resignation and thank former Trustee Karen Martinez for her service to the District.

Action

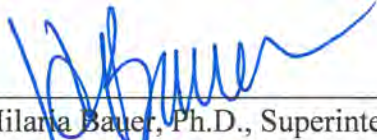
Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting: January 17, 2019
Regular Board Meeting

Recommend Approval

8.01
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

January 9, 2019

Subject: BOARD VACANCY, PROCESS, AND TIMELINE

The Board will discuss the process for filling the vacancy created by the resignation of Karen Martinez, including deadlines for applying, date for candidate interviews, and action to appoint from among the applicants.

Information/Discussion/Action

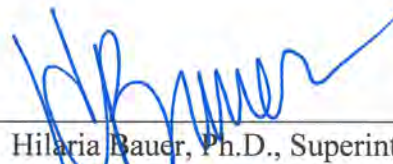
Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting: January 17, 2019
Regular Board Meeting

Recommend 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

Board of Trustees:

January 9, 2019

Subject: NEW GENERAL COUNSEL

The Board will determine the protocol, vetting, and selection of the proposed new General Counsel.

Action

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting: January 17, 2019
Regular Board Meeting

Recommend Approval

8.03
Agenda Placement

Hilaria Bauer
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

Board of Trustees:

January 9, 2019

Subject: BOARD-CREATED COMMITTEES

The Board will discuss the merits of, and may take action to create various Board-Created Committees, such as:

- 1) Budget and Finance Committee
- 2) Curriculum Committee
- 3) District Marketing Committee

If Board-Created Committees are created, committee appointments might also be made.

Information/Discussion/Action

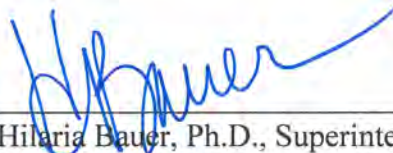
Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting: January 17, 2019
Regular Board Meeting

Recommend Approval

8.04
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

9.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees:

Date: January 10, 2019


Subject: **CONTRACTS OVER \$100,000**

Nonpublic School Contract Increase: AchieveKids

Staff Analysis: AchieveKids School is a certified, highly specialized nonpublic school that provides individualized instruction and behavior support services to autistic or severe behaviorally disordered students. The student with special needs moved into the district this school year. Due to the severity of his disability a nonpublic school placement is required.

Funding: Restricted

Recommendation: Staff recommends the Board approve the contract increase with AchieveKids School for the remainder of 2018-2019 school year. The cost of this contract increase is \$62,380.00, new total contract amount \$251,094.00

Submitted by: Jean Gallagher 

Title: Chief Special Services Officer

Approved by: Rene Sanchez 

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: January 17, 2019
Regular Board Meeting

Recommended Approval

9.01

Agenda Placement


Dr. Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Purchasing
FB
12/21/18

PURCHASE ORDER / CONTRACT ADJUSTMENT

P.O. No. _____ Contract No. C1819124 Contract Original Amount: \$ 188,714.00

Vendor Name: AchieveKids Vendor No. _____

Please check:

- ☐ Cancel P.O. / Contract
- ☐ Change Item No.: _____
- ☐ Increase Amount Line Item No.: _____
- ☐ Decrease Amount Line Item No.: _____
- ☐ Add Line No.: _____
- ☐ Delete Line No.: _____
- ☐ Change org key/object code to: _____
- ☐ Change Vendor No. to: _____
- ☐ Add Freight: \$ _____
- ☐ Add Tax: _____%
- ☐ Disencumber
- ☐ Change Order No.: _____
- ☐ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	\$ <u>188,714.00</u>
Change Order #: <u>1</u>	\$ <u>62,380.00</u>
Change Order #: _____	\$ _____
Change Order #: _____	\$ _____
New Contract Total (including Change Orders)	\$ <u>251,094.00</u>

Line #	FUND	LOCATION	PROGRAM	ACCOUNT	\$ AMOUNT	Accountant Signature & Date
1	08	380	1820-0	5100	+62,380.00	<u>[Signature]</u> 12/13/18

Reason for Adjustment: Tuition related cost for non-public school (NPS) for student residing in Alum Rock District that requires a NPS.

School/Dept.: <u>Special Education Department</u>	Requested by: <u>LeAnne Depew</u>
Approval: <u>[Signature]</u> 11/9/19 (for Contracts Only)	Assistant Superintendent of Business Services
<u>[Signature]</u>	Program Manager
	Purchasing Manager
Date Requested: _____	Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of \$15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

10.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Date: January 7, 2019


To the Board of Trustees:

Subject: 2017/2018 Annual Audit Report

Staff Analysis: Every year the district hires an independent auditor to review our financial activities for the past fiscal year. Our auditor is Crowe, LLP. A representative from the firm will present the report to the Board.

Recommendation: Staff recommends that the Board approve the 2017/2018 Audit Report.

The Audit Report backup documentation will be provided under separate cover

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

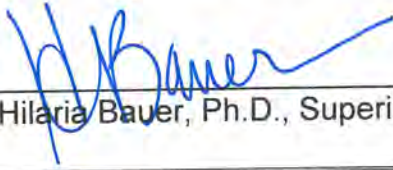
To the Board of Trustees:

Meeting: January 17, 2019
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: _____

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees:

Date: January 7, 2019

Subject: **Approval of KIPP's Prop 39 Project**

Staff Analysis: KIPP Prize and Heartwood are requesting approval to upgrade the lighting throughout the 1250 South King Road campus utilizing their Energy Prop 39 funds. The project has been approved by the State and is within KIPP's grant allocation. Any cost overruns are the sole responsibility of KIPP. Attached is the detailed proposal of the project.

Recommendation: Staff recommends the Board of Trustees to approve the request for energy upgrade at KIPP as presented.

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

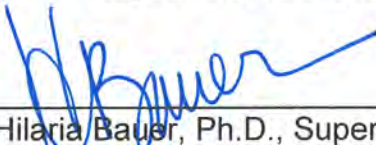
To the Board of Trustees:

Meeting: January 17, 2019
Regular Board Meeting

Recommended Approval

10.02

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



October 8, 2018

Mr. Nolan Civian
Ecology Action
877 Cedar St., #240
Santa Cruz, CA 95060

Re: KIPP Public Charter Schools
LED Lighting Upgrade – Prize / Heartwood Campus

Dear Mr. Civian:

Enlight has reviewed the above noted campus and has prepared a lighting retrofit proposal. Below is a summary of the lighting and control strategy for each section of the building.

Main Office

Fixtures will be retrofitted with Espen, Type C lamps and drivers. The existing fixtures appear to be in good condition so replacement wasn't necessary. Occupancy sensors will be added to the two principal offices.

Classrooms (Main Structure)

Classroom fixtures will be retrofitted with Espen LED strips and drivers. LED strips were selected at the existing lamps have tube guards for breakage protection. During my site walks with the customer, they requested we provide occupancy and dimming controls in these spaces. We plan to utilize Acuity's nLight Air system to provide the requested functionality.

Offices & Ancillary Rooms (Main Structure)

Ancillary Rooms (e.g. janitor closets, storage rooms, electrical rooms) will receive screw-in LED lamps or new LED drum fixtures, depending on what's existing.

The small offices in the main structure will receive Espen, Type C lamps and drivers. These rooms will also receive occupancy sensors.

Classrooms (Portables)

The troffer fixtures in the classrooms will be retrofitted with Lithonia LED troffer kits with integrated nLight Air controls. The integrated controls will allow for occupancy control and dimming control for each classroom.

**5600A Sunol Blvd, Pleasanton, CA 94566 License # 866179
925-519-2855**



Office (Portables)

The troffer fixtures in Portable G1 will be retrofitted with a Lithonia LED troffer kit. Integrated controls were not an option due to how the space was subdivided. We have not included the one fixture that is obstructed by a wall. Access prevents a troffer kit from being install so a new fixture would needed if a retrofit is desired.

Cafeteria

The cafeteria and kitchen lighting will be retrofitted with Espen LED lamps.

The stage and classroom in this building will receive new wrap fixtures with Espen, Type C LED lamps and drivers. The classroom will also use Acuity's nLight Air system to provide occupancy control and dimming functionality.

Restrooms

Fixtures will be retrofitted with Espen, Type C lamps and drivers. Occupancy controls were not included for these rooms.

Exterior

All HID exterior flood lights will be replaced with new Lumecon LED flood lights and the two HID wall packs will be replaced with new Lumecon LED wall packs.

A detailed copy of the lighting audit is attached for reference.

This proposal is based on the following:

- Proposal includes materials, sales tax, labor, lamp disposal, recycling of packaging materials and old fixtures, lift rental, commissioning, and all necessary tools for installation.
- We intend to receive and store all materials at our shop in Pleasanton.
- Pricing is based on (1) mobilization.
- Labor is priced at prevailing wage rates for Santa Clara County.
- Working hours will be coordinated with KIPP. Our proposal is based on working 2nd shift.
- Enlight acknowledges this project is Prop 39 funded. We are registered with the California DIR and plan to upload our certified payroll.
- All fixtures and drivers support 120-277V power. We presume there are no 480V fixtures included in the scope.
- All lamps and new fixtures have been priced with a 4000/4100 CCT.
- Payment and performance bonds are included.
- Disposal of PCB ballasts is not included within the proposal. While we don't anticipate encountering any PCBs they can be disposed of at a cost of \$5 per pound.

**5600A Sunol Blvd, Pleasanton, CA 94566 License # 866179
925-519-2855**



- Painting and patching work is not included.
- No emergency batteries were discovered during the site walk. Should any emergency batteries be encountered these will need to be addressed on a case by case basis as solutions vary by manufacturer.
- This proposal is valid until November 30, 2018.

The total price for this work is **\$209,769**.

Please contact me if you have any questions.

Sincerely,

Neil Saigh
Senior Project Manager

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve Resolution #21-18/19 Supplemental Employee Retirement Plan (SERP)
Certificated and Classified Management**

Staff Analysis:

California Government Code Section 53224 authorizes school districts to make SERP available to its employees. The Alum Rock Union Elementary School District (ARUSD) has prepared SERP in accordance with this statute for certificated and classified management employees. This plan may be offered to our employees as a reward for their many years of service. In order for the program to be financially viable for the district, a certain number of participants are required. Once the SERP has been offered and specific eligible employees have indicated their interest, the financial calculations will need to be run to determine whether such an offer is financially viable. The SERP program would become effective for July 1, 2019.

Recommendation:

It is the recommendation of staff that the Board of Trustees approve Resolution #21-18/19.

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

To the Board of Trustees:
Recommend Approval

Meeting:

January 17, 2019

Regular Board Meeting

10.03
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
BOARD OF TRUSTEES**

RESOLUTION No. 21-18/19

SUPPLEMENTAL EMPLOYEE RETIREMENT PLAN (SERP)

On January 17, 2019 the Board of Education (the "Board") of the Alum Rock Union Elementary School District (the "District") held a meeting. All members of the Board were present except the following:

WHEREAS, California Government Code Section 53224 authorizes school districts to make contributions to retirement plans; and

WHEREAS, the ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT recommends this Supplemental Employee Retirement Plan as an element of its 2019-2020 budget mitigation plan; and

WHEREAS, the ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT desires to provide retirement benefits to its employees under such a plan; and

THEREFORE, IT IS RESOLVED, that the Board of Education of ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT hereby establishes a retirement plan for certain eligible employees of the District effective July 1, 2019.

RESOLVED FURTHER that the eligibility requirements for employees to participate in such plan shall be as follows:

- ☐ Employee must be a Certificated or Classified Management employee of the District.
- ☐ Classified Employee must be 50 years of age by June 30, 2019.
- ☐ Certificated Employee must be 55 years of age by June 30, 2019.
- ☐ Employee must have at least five (5) years of service with the District by June 30, 2019.
- ☐ Employee must be eligible to retire from CalSTRS or CalPERS.
- ☐ Employee must retire from the District by June 30, 2019.
- ☐ Employee must submit a Letter of Resignation and SERP Enrollment Package by February 26, 2019.

RESOLVED FURTHER that the Board hereby adopts that certain plan known as the ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT Supplemental Employee Retirement Plan, effective July 1, 2019.

RESOLVED FURTHER that the employer contribution required to fund each participant's benefit shall equal 65% of the participant's annual salary for the participant's last school year of employment.

RESOLVED FURTHER that the ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT shall make all contributions to the Plan to fund the annuities purchased pursuant to the Plan.

RESOLVED FURTHER that, for the purposes of the limitations on contributions under the Plan, as prescribed by section 415 of the Internal Revenue Code of 1986, as amended, the "limitation year" shall be the Plan Year, as defined under the terms and provision of the Plan.

RESOLVED FURTHER that, for purposes of clarification of administration of the Plan but not for purposes of making said Plan subject to title I of ERISA, the Board hereby designates the District as the plan administrator.

RESOLVED FURTHER that the Board hereby appoints the following individuals to comprise the Plan Committee:

Jess Serna
Interim Assistant Superintendent, Human Resources

Kolvira Chheng
Assistant Superintendent, Business Services

RESOLVED FURTHER that the Board hereby authorizes any member of the Plan Committee to execute on behalf of the District the Form 2848, Power of Attorney and Declaration of Representative.

RESOLVED FURTHER that the Board hereby appoints Keenan Financial Services as the contract administrator to assist the District in the implementation and administration of the Plan.

RESOLVED FURTHER that the Board hereby authorizes and directs Jess Serna and Kolvira Chheng to take the following actions:

- A. Execute the Plan and any and all other documents necessary or proper to implement the Plan.
- B. Contract with Keenan Financial Services as contract administrator to provide all services described in the contract with a fee of 5.00% administration fee.
- C. Execute any and all documents, including any amendment to the Plan, necessary or proper to obtain and maintain IRS approval of the form of the Plan if the IRS make available a procedure for approval.
- D. Enter into any other contract or agreement which he or she deems necessary or proper to administer and/or fund the Plan and to attain and maintain income tax qualification of the Plan under the Internal Revenue Code of 1986, as amended.

PASSED AND ADOPTED this 17th day of January 2019, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

Ayes _____ Noes _____ Absent _____ Abstain _____

Board of Trustees:

Linda Chavez, President _____

Ernesto Bejarano, Vice President _____

Dolores Marquez-Frausto, Clerk _____

Andrés Quintero, Member _____

Vacant Position _____

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 January 17, 2019.

Hilaria Bauer, Ph.D., Superintendent

Date

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

10.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees:

Date: January 8, 2019

Subject:

**CMAS Contract No.: 7-17-99-31-02 Mohawk Commercial, Inc.
Revise to CMAS Contract Number: 4-18-00-0085B**

California Multiple Award Schedules (CMAS) offer a wide variety of commodity, no-IT Services, and information technology products and services at prices which have been assessed to be fair, reasonable and competitive. The use of these contracts is optional and is available to California State and Local Government agencies.

Staff Analysis:

To support district-wide flooring needs, the Board approved contract #7-17-99-31-02 on August 9, 2018. Contract #7-17-99-31-02 has not been used thus far as this contract does not support the contractors' C-15 license nor the contractors' DIR number which is a requirement per Senate Bill 854. The District is requesting to revise the CMAS contract number previously approved to **4-18-00-0085B** for the purchase, warranty, and installation of floor coverings, and related products. CMAS contracts are used by public and private schools, colleges, universities, cities, counties non-profits, and all governmental entities throughout the state.

Recommendation:

Staff recommends revising the CMAS piggyback contract number from 7-17-99-31-02 to **4-18-00-0085B** through the state of California and allowing staff to enter into a negotiated contract with Mohawk Carpet Distribution, Inc. in the amount of \$106,000.00 for FY 2018-2019.

Submitted by:

Daniel Flores

Title: Director Maintenance, Operations & Transportation

Approved by:

Kolvira Chheng

Title: Assistant Superintendent, of Business Services

To the Board of Trustees:

Meeting:

January 17, 2019
Regular Board Meeting

Recommended Approval

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

August 31, 2018

Mr. David Dembowitz
Mohawk Commercial, Inc.
160 S. Industrial Blvd
Calhoun, GA 30701

Subject: Mohawk Commercial, Inc. California Multiple Award Schedule (CMAS)

CMAS Number: 4-18-00-0085B
CMAS Term Dates: August 31, 2018 through February 16, 2020
Base GSA Schedule No.: 121715-MCD

The State of California is pleased to accept your firm's offer to establish a California Multiple Award Schedule (CMAS), which we have assigned the CMAS number and term dates identified above. This CMAS number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. All news releases regarding this CMAS require prior approval from the State.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS to State and local government agencies. A copy of this CMAS can be obtained at caleprocure.ca.gov. A complete CMAS consists of the following: 1) CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), 2) CMAS terms and conditions, and 3) product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with CMAS contractors who provide ALL of the elements described above.

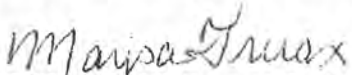
To manage this CMAS, contractors are directed to the "CMAS Management and Information Guide", which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, then select "For Suppliers/Contractors." This guide covers CMAS Quarterly Reports, amendments, extensions, renewals, CMAS contractor's change in contact information, company name change requests, and marketing your CMAS.

It is the CMAS contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

THE NEXT QUARTERLY REPORT DUE FOR THIS CMAS IS Q3-2018 (JULY-SEPT)
DUE BY OCT 15, 2018.

The "Approved CMAS Contractor" logo is only available to CMAS holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx, then select "Reference Material"; under the heading "Marketing Tools," click on "CMAS Logos." At the prompt, enter the login "cmassupplier" and the password "cmas010194".

Should you have any questions regarding this CMAS, please contact me at 916/375-4387. Thank you for your continued cooperation and support of the CMAS Program.


MARISA TRUAX, Program Analyst
California Multiple Award Schedules Unit



MOHAWK GROUP BROADLOOM CARPET PRODUCTS

STYLE	STYLE #	NJPA PRICE	STYLE	STYLE #	NJPA PRICE
Artist II / QS	BC380	14.50	Mindful - 20 (15 ft)	BC411	7.48
Autobiography	BC372	26.53	Mindful - 20 / QS	BC395	7.01
Base Camp / QS	BC332	12.94	Mindful - 26 (15 ft)	BC412	9.20
Brain Power / (top 4 colors) QS	GL136	28.87	Mindful - 26 / QS	BC396	8.72
Brera	GL018	39.64	Mindful - 26 Unitary	BC402	9.35
Broken Checks / QS	BC403	25.10	Mindful - Base / QS	BC397	6.23
By The Book	GL091	29.65	Modem / QS	BC347	14.04
CEO II / QS	BC382	14.50	Monograph	BC369	26.53
Chilled Check / QS	GL320	25.74	Must Have / QS	BC287	13.72
Close Up	BC379	7.48	New Basics III 20 / QS	BC398	10.91
Connetic	BC426	13.72	New Basics III 26 / QS	BC399	12.47
Cozy Chic / QS	BQ346	14.04	On the Rise / QS	BC221	16.83
Cross Knit / QS	BC375	16.83	Ornate Metal	GL185	31.21
Diffused Selvedge / QS	BC374	16.83	Out of the Gate / QS	BC438	14.82
Doctor II / QS	BC381	14.50	Photofinish II	GL169	31.21
Elegant Cloth	GL181	31.21	Play Hard / QS	BC290	16.83
Emerging Lights II	GL157	28.09	Playlist / QS	BC373	12.94
End Result / QS	BC288	13.72	Radio / QS	BC342	12.94
Energy Burst / QS	BC439	14.82	Random Weave / QS	BC377	16.83
Essential Elements / QS	BC441	13.88	Reassurance / QS	BC442	13.88
Exotic Fauna	GL182	31.21	Retrospection	BC371	26.53
Faculty Remix / (top 4 colors) QS	GL154	25.74	Router / QS	BC348	14.04
Flamestitch III	GL168	28.09	Shifting Gears	BC378	8.57
Foreign Flora	GL183	31.21	Sketch Pad / (top 4 colors) QS	BC296	21.51
Forward Vision / (top 4 colors) QS	GL135	28.87	Solve II	BC416	21.84
Gathered Style / QS	BC404	25.10	Spectrum 30 V / QS	BC246	15.60
Get Real II	BC257	23.40	Spectrum 36 V	BC247	21.53
Get Started	BC406	8.57	Tailored Fit / QS	BQ345	14.04
High Marks	GL108	29.65	Take Note	GL090	29.65
Horsepower II / (top 4 colors) QS	GL170	28.87	Teasel Two	BC217	35.33
In The Loop / QS	BC309	15.60	Tooled Surface / QS	BC394	18.72
In the Money / QS	BC440	14.82	Trail Mix / QS	BC333	12.94
Journal	BC370	26.53	Wavelength	GL149	31.21
Know-How	GL137	31.21	Whip Stitch / QS	BC376	16.83
Luxury Trade	GL184	31.21	Wired Mesh / QS	BC393	18.72
Made to Move / QS	BC219	16.83	Work Smart / QS	BC291	16.83
Metropolis II	BC258	24.18			

Freight: Fob Destination, Prepaid and Add



KARASTAN BROADLOOM

STYLE	STYLE #	NJPA PRICE	STYLE	STYLE #	NJPA PRICE
Ancient Refuge	KC248	41.27	Narration	KC228	37.98
Belonging	KC230	39.49	Pin Scribed II	KC158	39.49
Braided Texture	KC231	44.83	Plateau II	DC147	46.09
Broken Earth	KC249	41.27	Quixotic	KC212	47.17
Elegant Fracture	KC189	58.19	Windfall	C1137	29.65
Existence	KC229	42.14			
Groovin Too	KC169	39.49			
Humble	KC227	42.22			
Humble Luxe	KC187	34.33			
La Belle Boucle	KC220	42.14			

Overages:

Subject to overage (beyond order quantity) on Karastan backorders:
5% up to 5000 yards
3% over 5000 yards
(GSA - 3%)

MOHAWK GROUP MODULAR TILE

STYLE	STYLE #	NJPA PRICE	STYLE	STYLE #	NJPA PRICE
A Premonition II	GT161	49.16	City Fragments	GT100	46.23
Academic View / QS	BT433	23.40	Clever Class / QS	BT408	17.28
Adaptable / QS	BT432	23.40	Color Balance	GT405	34.02
Amplitude	GT147	42.06	ColorBeat	GT160	36.00
Amused II	GT313	50.03	ColorBeat Plank	GT298	39.51
Analogue	GT110	33.61	Coolly Noted / QS	BT336	17.28
Archaic Form Plank	GT321	41.00	Curious	GT150	41.26
Artist II / QS	BT380	26.65	Datum / QS	BT284	26.65
Audacious	BT359	24.84	Delhi	BT225	28.90
Awareness / QS	BT384	27.54	DesignConnect II	GT106	44.65
Blended Twist / QS	BT413	26.92	DesignFrame	GT107	44.65
Blurred Lines	GT191	37.49	DesignScene II	GT105	43.69
Braided Stream II	GT175	40.38	Diffuse	BT425	32.77
Brain Power	GT136	39.05	Digital Terrain Plank	GT341	40.51
By The Book	GT091	36.85	Dimitywit Plank / QS	BT391	31.90
Caliber / QS	BT282	26.65	Disruptive Path / QS	BT430	31.21
CEO II / QS	BT382	26.65	Doctor II / QS	BT381	26.65
Character Lines	GT099	46.23	Dotted Infusion Plank	GT301	41.00
Chengdu	BT227	28.82	Drifted Ground Plank / QS	BT389	31.90

Freight: Fob Destination, Prepaid and Add


MOHAWK GROUP MODULAR TILE

STYLE	STYLE #	NJPA PRICE	STYLE	STYLE #	NJPA PRICE
Ecosphere / QS	GT333	35.38	Kinesthetic Plank / QS	GT317	39.48
Emerging Lights II	GT157	42.15	Knitpick Plank / QS	BT392	31.90
Enlivened / QS	BT455	23.40	Know-How	GT137	39.05
Enthralled II	GT314	50.03	Late Night	GT306	33.98
Faculty Remix	GT154	37.75	Lateral Surface	BT314	26.92
Field Overlay Dark	GT403	35.58	Layerd Earth / QS	GT335	35.38
First One Up	BT286	29.22	Lithosphere / QS	GT334	35.38
FirstStep II / QS	GT315	74.19	Macro Bloom Frosted Shield	GT388	48.38
Flamestitch III	GT168	43.01	Mast II	GT166	45.65
Forward Vision	GT135	39.05	Metallic Path / QS	BT431	31.21
Get Around	GT092	36.85	Metalmorphic Plank / QS	BT388	31.90
Glaze II	GT165	45.65	Micro Bloom Frosted Shield	GT397	48.38
Gravitational Plank	GT343	40.51	Mischievous	GT151	41.26
Ground Cover	GT402	48.38	Mix & Match Plank / QS	BT385	31.01
Ground Strata II	GT159	42.15	Mutineer	BT366	28.80
Headstrong / QS	BT354	24.59	New Basics III / QS	BT400	24.59
Hem	GT178	36.00	Newcomer	GT156	37.75
Hem Plank	GT295	42.75	Off The Wall	GT195	46.52
Hexagonal Infusion Plank	GT299	41.00	On The Surface II	GT176	40.38
High Marks	GT108	36.85	One First	MT086	31.55
Horsepower II	GT170	44.77	Outer Core Plank / QS	GT337	40.59
Hustle & Bustle	GT307	33.98	Outer Layers Plank	GT323	41.00
Hydrosphere / QS	GT332	35.38	Parkway II	GT167	45.65
Hyper Earth Plank	BT405	33.98	Photofinish II	GT169	44.77
In The Loop / QS	BT309	28.09	Picture This / QS	BT334	17.28
Inner Core Plank / QS	GT336	39.87	Pix II	GT158	45.65
Inseam Plank	GT297	42.75	Pop Icon	GT194	46.52
Insurgent	BT367	28.80	Posture / QS	BT407	17.28
Integrate	BT423	29.90	Ready Confetti / QS	BT383	27.54
Into It / QS	GT319	34.52	Reawakened Plank	GT302	41.00
It's a Sign II	GT162	49.16	Rebel	BT357	24.84
Jacket II	GT171	39.51	Reckless / QS	BT353	24.59
Jean	GT177	36.00			

Freight: Fob Destination, Prepaid and Add


MOHAWK GROUP MODULAR TILE

STYLE	STYLE #	NJPA PRICE	STYLE	STYLE #	NJPA PRICE
Reconstruct	BT424	29.90	Structured Mesh	GT380	35.58
Rediscovered Plank	GT303	41.00	Super Fresh	GT196	46.52
Reflective Symmetry	BT312	26.92	Take Note	GT090	36.85
Relative Degree	GT192	37.49	Taped Off	GT197	44.77
Rendered Reality	GT193	37.49	The Field II	GT104	48.24
Restore	BT417	32.23	The Flow	GT109	43.46
Riot / QS	BT355	24.59	The Groove II	GT103	46.79
River Rush II	GT174	40.38	Threaded Craft / QS	BT414	26.92
Rookie	GT155	37.75	Tranquil Beauty Plank	GT309	37.84
Sector / QS	BT285	26.65	Transformative	GT324	42.75
Seek Unique / QS	BT335	17.28	Transformed Façade Plank	GT322	41.00
Seismic Wave Plank	GT342	40.51	Unexpected Texture	GT377	35.58
Selvedge	GT179	36.00	Vacant Beauty	GT101	45.57
Seoul	BT226	28.90	Vandal	BT358	24.84
Shared Path / QS	BT429	31.21	Vanishing Point	BT313	26.92
Shirt II	GT173	44.77	Venturesome / QS	BT356	24.59
Sketch Pad	BT296	29.34	Vest	GT172	37.75
Solve II	BT416	32.23	Wavelength	GT149	40.31
Spatial / QS	BT283	26.65	Wellbeing	GT325	42.75
Spherical Infusion Plank	GT300	41.00	WildStyle	BT360	24.84
Starting Over	GT316	33.61	Work It! 17	GT142	31.28
Statement Stone / QS	BT390	28.43	Work It! 26	GT143	36.80
Step In Style II / QS	GT312	69.22	Write Direction Plank / QS	GT318	33.39
Step Up II / QS	GT311	79.15	X-Factor / QS	BT212	22.60
Streetscapes	GT308	33.98	Zip It Plank	GT296	41.00

Freight: Fob Destination, Prepaid and Add



KARASTAN MODULAR TILE

STYLE	BRAND	NJPA PRICE	STYLE	BRAND	NJPA PRICE
Biomorph	KT256	36.05	Inlay 24x48	KT264	68.74
Blend	KT263	68.74	Intercosmic	KT251	60.31
Braided Texture	KT231	51.52	Join	KT259	60.31
Diagonal Relief	KT237	60.31	Lenticular Relief	KT240	63.82
Embed	KT258	63.82	Living World	KT253	60.31
Embed 24x48	KT261	68.74	Metagalactic Plank	KT252	60.31
Fade Relief	KT238	60.31	Plane High	KT236	60.31
Gradate Plank	KT260	68.74	Plane Low	KT235	56.78
Inlay	KT262	63.82			

KARASTAN WOVEN

STYLE	BRAND	NJPA PRICE	STYLE	BRAND	NJPA PRICE
A Different Angle	KC234	52.38	Micropleat	KC250	52.38
Adirondack II	ADKII	67.73	New York, NY II	KC176	60.86
Applied Art	KC217	37.46	Nouveau III	KC178	57.26
Applied Science	KC218	46.79	Pocket Square	KC225	60.08
Clearly Classic	KC221	46.37	Quillen II	KC177	61.78
Common Chord	KC247	69.46	Timeline	KC254	64.73
Fluidity	KC132	62.27	Twinning	KC257	64.73
Fortitude III	KC219	56.16	Uncommon Thread	KC233	52.38
Global Attraction	KC222	49.75	Well Dressed	KC226	59.13
Homegrown	KC255	75.17			
Idlewild	KC216	54.49			
Lake Point	KC130	62.30			
Makers Mesh	KC246	66.47			

Overages:

- * 10% overage on orders below 500 square yards
- * 5% overage on orders 501 square yards and above



ADHESIVE PRODUCTS

ITEM	PRODUCT DESCRIPTION	SKU	SIZE/PKG	NJPA PRICE
EnPress	Pressure Sensitive Releasable for EcoFlex ICT, NXT & AIR Carpet Tile and Plank (80% RH and 9 pH)	M004	4 Gal Bucket	\$89.80
PermaLink	Adhesive film used to install EcoFlex ICT Carpet Tile over direct-glue, broadloom carpet	A067B	Rolls 27 3/4" wide x 195' Long	\$229.59
FlexLok Tabs	Installation tabs used to install EcoFlex NXT and EcoFlex ICT Carpet Tile	FLXTB	Box of 500 tabs	\$81.63
NuBroadlok Premium Plus	Spread adhesive for Broadloom and Woven	B0020	4 Gal Bucket	\$35.71
NuBroadlok Premium Plus	For Double Stick Installations Carpet to Pad	B0020	4 Gal Bucket	\$35.71
OptiSeal 90% RH--11pH	One Coat Moisture Sealer and Adhesive / Cutback Sealer	M003	4 Gal Bucket	\$124.49
NuBroadlok Latex Seam Sealer	For Broadloom and Woven	7702B	Case 12 x 8 oz	\$72.45
NuBroadlok Latex Seam Sealer	For Broadloom and Woven	7030B	1-QT bottle	\$18.37
NuBroadlok Moisture Proof Latex Seam Sealer	For Moisture Barrier Broadloom Products	SFE	Case 12 x 8 oz	\$92.86
NuBroadlok Edge Sealer	For Broadloom and Woven	B261	1 x 8oz Bottle	\$15.21
NuBroadlok Edge Sealer	For Broadloom and Woven	B267	Case 12 x 8 oz	\$95.92

Note: Prices are FOB mill.

** Spread rates shown for adhesives are per bucket or in the case of FlexLok Tabs, per box of tabs.



HARD SURFACE ADHESIVES

ITEM	PRODUCT DESCRIPTION	SKU	SIZE / PKG	NJPA PRICE
M700	Primary LVT pressure sensitive adhesive;	VA67	4 Gallon	\$107.94
M700	For use with all glue down LVT	VA67	1 Gallon	\$29.63
M95.0	M95.0 Acrylic	M95C	4 Gallon	\$119.23
M95.0	M95.0 Acrylic	M95C	1 Gallon	\$38.78
MS160	MS160 Spray	MS160	2 oz Spray / 6 cans/case	\$148.98
M1000	ProTack Acrylic Adhesive (4 GAL) 3-in-1	M1000	4 Gallon	\$136.26
M908	ProTack Urethane Wood Flrg Adhesive 5 gallon pail	M908	5 Gallon	\$108.09
M908	ProTack Urethane Wood Flrg Adhesive 3 1/2 gallon pail - 36 pails/pallet	M908	3 1/2 Gallon	\$80.29
GLU1	T&G Glue - 16 oz - Eurobond D3 Spec	GLU1	16 oz	\$5.74
AD33	AD33 - Stair Nose Filler	ECCB	400 ml / 12.8 oz dual cartridge	\$46.96
AD535	Urethane adhesive for use with rubber products under heavy rolling loads	SFE35	1 Gallon, 2 Parts	\$109.06
AWP77	Acrylic Adhesive -Can be Used as A Pressure Sensi-	AWP77	4 Gallon	\$169.71
AWP77	tive Adhesive or Wet Set Adhesive) - Rubber Tiles, Stair Treads & Medi-Flex	AWP77	1 Gallon	\$51.20

HARD SURFACE FLOOR SEALERS & PRIMERS

Infuze Seam Sealer	For cold welding Resilient Sheet seams	INFZC	5 oz.	\$5.29
SurfaceSeal	For installing Vinyl Sheet and Tile Flooring Over Old Adhesive or Cutback Residue	XL26	4 Gallon	\$81.63
PrimeCoat	Concrete floor primer for ues with all vinyl tile and plank	XL23	4 Gallon	\$34.79

Freight: Fob Destination, Prepaid and Add



HARD SURFACE ACCESSORIES

ITEM	PRODUCT DESCRIPTION	SIZE / PKG	NJPA PRICE
LOCH	Chemical Weld Durabond Adhesive Cart.	1.7 fl oz - 40 lf	\$20.77
LOCD	Dual Cartridge Manual Gun		\$81.41
LOCN	Square Mix Nozzles - 10 Pack		\$20.07
LOCP	Durabond Package (Gun & Nozzles)		\$97.44
TRW	TRUE Welding Rod	150 lf	\$35.18
RHW	Master Step Welding Rod	150 lf	\$35.18
PCAP	ProTech Steel Cap	8 lf	\$2.86
VIT	Carborendum Strips - Black	2.5" x 60'	\$45.10
VIT	Carborendum Strips - White, Red, Yellow	2.5" x 60'	\$55.97
VIT	Carborendum Strips - Nightglow	2.5" x 60'	\$79.86
LU7AB	SilentGuard - Foam with Film	100 sf roll	\$39.93
HREDD	Reducer (Collector's Edition, City Feel)	84"	\$36.92
HREDF	Reducer (Davis Solid)	84"	\$36.92
HREDC	Reducer (Davis Eng., Spring/Style/Fall Edition)	84"	\$36.92
HREDE	Reducer (Tentree)	84"	\$36.92
HENDD	Baby-Threshold (All Engineered, except Reclaimed Revival)	84"	\$36.92
HENDE	Baby-Threshold (Davis Solid, Tentree)	84"	\$36.92
HTMDA	T-Molding	84"	\$36.95
HQRTA	Quarter Round	84"	\$18.14
HINPA	Instaform Profile 3-in-1 (Reclaimed Revival only)	84"	\$46.02
HFSTC	Flush Stair Nose (Davis Eng., Spring/Style/Fall Edition)	84"	\$47.35
HFSTD	Flush Stair Nose (Collector's Edition, City Feel)	84"	\$47.35
HFSTE	Flush Stair Nose (Reclaimed Revival, Tentree)	84"	\$47.35
HFSTF	Flush Stair Nose (Davis Solid)	84"	\$47.35
LU7AB	SilentGuard - Foam with Film	100 sf roll	\$39.93
MINC5	Instaform Profile 5-in-1	84"	\$30.82
MQND	Quarter Round	94.5"	\$4.95
MSNP	Stair Nose	84"	\$26.07
LT4	Installation Kit		* \$10.00
IM	Instamatch		\$18.37
UT	Unifix Repair Tool		\$94.03
INFZ	Infuze Seam Sealer	5 oz	\$5.29
WELD	Sheet Vinyl Weld Rods	165 lf	\$29.06
VA8	Scratch Repair Kit (Case of 3)		\$101.99
VA8	Scratch Repair Kit (Individual)		\$39.64



HARD SURFACE LVT PRODUCTS

ITEM	STYLE	STYLE #	NJPA PRICE	ITEM	STYLE	STYLE #	NJPA PRICE
Click ERT	Etchworks	C0064	\$3.17	Glue Down ERT	Strong Step	C0003	\$1.55
Click ERT	Living Local Clic	C2038	\$4.47	Loose Lay ERT	Bolder (SGK)	C0010	\$4.71
Glue Down ERT	Alchemist	C0100	\$4.06	Loose Lay ERT	Grown Up	C0075	\$4.90
Glue Down ERT	Algorithm	C0098	\$4.06	Loose Lay ERT	Lineate	C0089	\$4.90
Glue Down ERT	Angled Path	C0080	\$4.64	Loose Lay ERT	Metal	C0059	\$4.90
Glue Down ERT	Antiek	C0015	\$3.84	Loose Lay ERT	Mixte Solid	C0090	\$4.90
Glue Down ERT	Better Together	C0097	\$4.64	Loose Lay ERT	Mixte Stripe	C0091	\$4.90
Glue Down ERT	Centrato	C0104	\$1.80	Loose Lay ERT	Secoya (SGK)	C0009	\$4.71
Glue Down ERT	Edgeland	C0085	\$1.55	ERT Underlayment	AccuSound	VU01C	\$0.55
Glue Down ERT	Geoform	C0099	\$4.06	ERT Underlayment	ActiveSound	VU02C	\$1.05
Glue Down ERT	Grainiac	C0013	\$2.06	Glue Down ERT	Trenta Wood	C0051	\$5.32
Glue Down ERT	Hit the Mark	C0095	\$4.51	Glue Down ERT	Trenta Wood	C0050	\$5.32
Glue Down ERT	Hybrid Media	C0093	\$3.62			C0052	
Glue Down ERT	Living Local Glue Down	C2039	\$3.03	Glue Down ERT	Trenta Stone	C0053	\$5.32
Glue Down ERT	Matuto Plus	C0101	\$3.75			C0054	
Glue Down ERT	Morikato Stone	C0016	\$3.75			C0055	
Glue Down ERT	Morikato Wood	C0016	\$3.75	Click ERT	Active Tec	LP6	\$4.59
Glue Down ERT	Select Step - Stone	C0007	\$3.03	Click ERT	Active Tec Stone	C0071	\$4.59
Glue Down ERT	Serenio	C0004	\$3.75	Click ERT	Active Tec Metro	C0072	\$4.59
Glue Down ERT	Solid Statements	C0081	\$4.64	Click ERT	Active Tec Slate	C0073	\$4.59
				Click ERT	Active Tec Travertine	C0074	\$4.59

HARD SURFACE LVT PRODUCTS

ITEM	STYLE	STYLE #	NJPA PRICE
Resilient Sheet Vinyl	Inner Glow	C2035	\$18.27
Resilient Sheet Vinyl	Resplendent Refuge	C2036	\$18.27
Resilient Sheet Vinyl	Striking Balance	C2037	\$18.27
Resilient Sheet Vinyl	Calmness	C2023	\$29.09
Resilient Sheet Vinyl	Ephemeral	C2022	\$29.09
Resilient Sheet Vinyl	Sensory	C2021	\$29.09
Resilient Sheet Vinyl	Therapeutic	C2020	\$29.09

Freight: Fob Destination, Prepaid and Add



HARD SURFACE RUBBER PRODUCTS

STYLE NAME	STYLE #	NJPA PRICE	STYLE NAME	STYLE #	NJPA PRICE
TRUE Medi-Flex Sheet 2mm	TRS2	\$6.01	TRUE Hammered, Slate, Natural Slate	TRM, TRF, TRA	\$10.07
TRUE Medi-Flex Sheet 3mm	TRS3	\$7.63	TRUE Round	TRR	\$10.07
Master Step Sheet 2mm	RRO	\$5.71	TRUE Round	TRR	\$9.74
Master Step Sheet 3mm	RRO3	\$6.85	Master Step Slate, Natural Slate & Hammered Tile	MCA, MLS, DSH	\$9.37
TRUE Medi-Flex Tile 2mm	TRST	\$8.15	Master Step Slate, Natural Slate & Hammered Tile	MCA, MLS, DSH	\$9.07
TRUE Medi-Flex Tile 2mm	TRST	\$7.95	Master Step Round Tile	MCR	\$8.56
TRUE Medi-Flex Tile 3mm	TRSI	\$10.13	Master Step Round Tile	MCR	\$8.29
TRUE Medi-Flex Tile 3mm	TRSI	\$9.93	TRUE Hammered Solid Tile 18"x18"	THS	\$7.64
TRUE Hammered, Slate, Natural Slate	TRM, TRF, TRA	\$10.07			

STAIR TREAD

STYLE NAME	STYLE #	NJPA PRICE	STYLE NAME	STYLE #	NJPA PRICE
TRUE Round Tread Only	TRN	\$12.74	Master Step Round with Riser	OPR	\$12.48
TRUE Round with Riser	TRO	\$13.78	Master Step Round with Visual Strip	RVR	\$13.97
TRUE Round with Visual Strip	TRP	\$15.36	Master Step Round with Riser & Visual Strip	OVR	\$15.15
TRUE Round with Riser & Visual Strip	TRQ	\$16.67	Master Step Hammered Tread Only	RTH	\$10.34
TRUE Hammered Tread Only	RTM	\$11.49	Master Step Hammered with Riser	OPH	\$12.40
TRUE Hammered with Riser	OPM	\$13.78	Master Step Hammered with Visual Strip	RVH	\$12.73
TRUE Hammered with Visual Strip	RVM	\$13.88	Master Step Hammered with Riser & Visual Strip	OVH	\$14.80
TRUE Hammered with Riser & Visual Strip	OVM	\$16.17			
Master Step Round Tread Only	RTR	\$11.58			

HARD SURFACE RUBBER INSTALL PRODUCTS

STYLE NAME	STYLE #	NJPA PRICE	STYLE NAME	STYLE #	NJPA PRICE
4" Wall Base	C0116	\$0.63	AD888 Nose Filler Gun	AD888	\$252.55
Mohawk High Moisture Adhesive - 4 Gallon	TAD01	\$190.05	AD888 Nose Filler Nozzle	AD888	\$4.25
M45 Wall Base Adhesive Cartridge	M45	\$4.55	Visual Strip Tape - Yellow 2.5" x 60'	VIT-72	\$69.96
Zip Step Tape	ADZIP	\$248.72	Visual Strip Tape - Black 2.5" x 60'	VIT-22	\$56.38
AD888 Stair Nose Filler	AD888	\$58.70	Visual Strip Tape - Night Glow 2.5" x 60'	VIT-82	\$99.82



REGIONS	STATES (Alphabetically)
1. Southeast and MidSouth	AL, FL, GA, KY, LA, NC, SC, TN
2. Southwest and Texas	AZ, TX
3. Midwest, Ohio Valley, MidAtlantic, N Central, S Central	AR, DC, IA, IL, IN, KS, MD, MI, MN, MO, MS, ND, NE, NM, OH, OK, PA, SD, WI, WV
4. Northwest and Mid Pacific	CA, CO, ID, MT, NV, OR, UT, WA, WY
5. Northeast	CT, DE, MA, ME, NH, NJ, NY, RI, VT

NJPA REGIONAL LABOR RATES EFFECTIVE 9/8/2016

LABOR DESCRIPTION	UOM	REGION 1		REGION 2		REGION 3		REGION 4		REGION 5	
		Standard Wages	Prevailing Wages	Standard Wages	Prevailing Wages	Standard Wages	Prevailing Wages	Standard Wages	Prevailing Wages	Standard Wages	Prevailing Wages
Installation Broadloom (direct glue down)	SY	\$6.90	\$9.32	\$7.48	\$10.10	\$8.05	\$10.87	\$10.35	\$13.97	\$10.47	\$14.13
Installation Broadloom (w/ pattern)	SY	\$7.48	\$10.10	\$8.05	\$10.87	\$8.63	\$11.65	\$10.92	\$14.74	\$11.04	\$14.90
Installation Carpet Tile	SY	\$6.39	\$8.63	\$6.39	\$8.63	\$6.99	\$9.44	\$7.83	\$10.57	\$9.04	\$12.20
Removal of Double Stick Installation	SY	\$6.90	\$9.32	\$6.90	\$9.32	\$6.90	\$9.32	\$9.20	\$12.42	\$9.31	\$12.57
Removal of Broadloom (direct glue down)	SY	\$3.45	\$4.66	\$3.45	\$4.66	\$3.45	\$4.66	\$4.60	\$6.21	\$4.72	\$6.37
Removal of Carpet Tile	SY	\$3.45	\$4.66	\$3.45	\$4.66	\$3.45	\$4.66	\$4.22	\$5.70	\$4.52	\$6.10
Removal/Disposal Resilient Flooring	SF	\$1.20	\$1.62	\$1.20	\$1.62	\$1.39	\$1.88	\$1.39	\$1.88	\$1.51	\$2.04
Carpet Disposal	SY	\$0.72	\$0.98	\$0.85	\$1.15	\$1.06	\$1.43	\$1.08	\$1.46	\$1.20	\$1.62
Broadloom or Carpet Tile Reclamation Fee	SY	\$2.28	\$3.10	\$2.41	\$3.25	\$2.53	\$3.42	\$2.53	\$3.42	\$2.71	\$3.66
Installation of VCT	SF	\$1.36	\$1.84	\$1.36	\$1.84	\$1.47	\$1.98	\$1.81	\$2.44	\$2.11	\$2.85
Installation of Luxury Vinyl Tile (Planks or Squares)	SF	\$1.81	\$2.44	\$1.81	\$2.44	\$2.11	\$2.85	\$2.71	\$3.66	\$2.89	\$3.90
Installation of Rubber (Tile or Roll)	SF	\$2.01	\$2.71	\$2.30	\$3.11	\$2.42	\$3.27	\$3.11	\$4.20	\$3.01	\$4.06
Installation of Sheet Vinyl	SY	\$18.68	\$25.22	\$18.68	\$25.22	\$18.68	\$25.22	\$21.56	\$29.11	\$21.71	\$29.31
Heat Welding (Sheet Vinyl)	LF	\$3.45	\$4.66	\$3.62	\$4.89	\$3.74	\$5.05	\$4.20	\$5.67	\$4.31	\$5.82
Installation Flash cove (Sheet Vinyl)	LF	\$7.48	\$10.10	\$7.75	\$10.46	\$8.63	\$11.65	\$10.93	\$14.76	\$11.04	\$14.90
Palletize/Shrink Wrap old carpet for reclamation	SY	\$1.81	\$2.44	\$1.81	\$2.44	\$2.11	\$2.85	\$2.11	\$2.85	\$2.41	\$3.25
Conventional Furniture Moving (Light)	SY	\$3.45	\$4.66	\$3.45	\$4.66	\$3.45	\$4.66	\$4.03	\$5.44	\$4.14	\$5.59
Conventional Furniture Moving (Medium)	SY	\$4.60	\$6.21	\$4.60	\$6.21	\$4.60	\$6.21	\$5.18	\$6.99	\$5.29	\$7.14
LIFT Systems / Carpet Tile Projects Only - Add	SY	\$12.99	\$17.54	\$12.99	\$17.54	\$14.15	\$19.10	\$15.29	\$20.64	\$15.29	\$20.64
Moisture Testing	EA	\$180.69	\$243.93	\$180.69	\$243.93	\$210.81	\$284.59	\$210.81	\$284.59	\$240.92	\$325.24
Night / Saturday Labor - Add up to 40%											
Sunday / Holiday Labor - Add up to 60%											



REGIONS	STATES (Alphabetically)
1. Southeast and MidSouth	AL, FL, GA, KY, LA, NC, SC, TN
2. Southwest and Texas	AZ, TX
3. Midwest, Ohio Valley, MidAtlantic, N Central, S Central	AR, DC, IA, IL, IN, KS, MD, MI, MN, MO, MS, ND, NE, NM, OH, OK, PA, SD, WI, WV
4. Northwest and Mid Pacific	CA, CO, ID, MT, NV, OR, UT, WA, WY
5. Northeast	CT, DE, MA, ME, NH, NJ, NY, RI, VT

NJPA REGIONAL LABOR RATES EFFECTIVE 9/8/2016

LABOR DESCRIPTION	UOM	REGION 1		REGION 2		REGION 3		REGION 4		REGION 5	
		Standard Wages	Prevailing Wages	Standard Wages	Prevailing Wages	Standard Wages	Prevailing Wages	Standard Wages	Prevailing Wages	Standard Wages	Prevailing Wages
Furnish / Install Base, Std. 4-Inch Vinyl/Rubber Blend, Black/Brown	LF	\$3.01	\$4.06	\$3.01	\$4.06	\$3.01	\$4.06	\$3.75	\$5.06	\$3.91	\$5.28
Furnish / Install Base, Std. 6-Inch Vinyl/Rubber Blend, Black/Brown	LF	\$3.54	\$4.78	\$3.54	\$4.78	\$3.54	\$4.78	\$4.41	\$5.95	\$4.59	\$6.20
Furnish / Install Transition, Standard, Black/Brown/Gold/Silver	LF	\$3.60	\$4.86	\$3.60	\$4.86	\$3.60	\$4.86	\$4.62	\$6.24	\$4.82	\$6.51
Furnish / Install Ceramic Tile	SF	\$35.00	\$47.25	\$35.00	\$47.25	\$35.00	\$47.25	\$45.00	\$60.75	\$45.00	\$60.75
Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)	SF	\$1.45	\$1.96	\$1.45	\$1.96	\$1.68	\$2.27	\$1.81	\$2.44	\$2.11	\$2.85
Floor Prep - Self Leveling to 1/4 Inch (Material and Labor)	SF	\$1.81	\$2.45	\$2.41	\$3.25	\$2.71	\$3.66	\$3.01	\$4.06	\$3.49	\$4.71
Hourly Labor Rate for Services not Listed	HR	\$54.21	\$73.19	\$60.23	\$81.31	\$78.31	\$105.72	\$96.37	\$130.10	\$118.52	\$160.00
Material/Equipment Rental Rates for Material/Equipment Rental not Listed - Add up to 25%											
Supplemental Benefits	HR	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00

Project Management Fee may be added to Mohawk Materials if installation services are provided directly by MohawkONE - Add up to 20%



LABOR NOTES

Labor prices are not to exceed prices.

Installation of floor coverings are for direct glue down installation and include installation of floor covering and minor floor prep, defined as filling of minor gaps and voids no larger than 1/8"x1/8" and sweeping and are based on a clean and clear floor.

Union / High Cost labor and other services and ancillary items are available through Mohawk. Union labor and high cost area upcharges and other services / ancillary items are quoted job by job and negotiated between Mohawk and the customer.

Ceramic tile material pricing includes standard profile tile product suitable for light to medium indoor commercial applications.

LABOR EXCLUSIONS

Asbestos Testing and Abatement

Border Labor

Carpet Cleaning

Ceramic tile furnish and install, in addition to other stated exclusions herein, excludes accessories, trim pieces, specialty tiles, moisture membranes, flashing, wet area installations, setting materials, grout, transitions, freight and fuel surcharges

Delivery/Handling to job site from installer warehouse

Disposal of Existing Hard Tile Flooring

Dumpster Charges

Excessive Trip Charges and Small Job Trip Charges

Extensive floor exceeding the above described floor prep

Furniture Moving (high density or extraordinary)

Hoisting

Material/Adhesive/Pad/Underlayment/Base Inside Corners/Base Outside Corners, unless otherwise noted

Moisture Remediation/Abatement

Moving of computers, telephony, equipment, or personal items

Pattern Labor, unless otherwise noted

Payment and Performance Insurance Bonds

Phasing Labor

Protection of Floors

Reclamation Government Imposed Fees where applicable.

Reclamation fee excludes packaging, palletization, and shipment to reclamation processor

Removal hard tile

Stair Labor

Storage of Materials longterm

Sales Tax - Local, State, and Federal

Transitions exclude schluter or similar needed for ceramic tile installation

Union upcharges

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
RECEIVED PURCHASING
AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

2018 JUL 32 AM 10: 23

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO.

FROM: Maintenance, Operations & Transportation (M.O.T. - School/Dept.)

INDIVIDUAL/COMPANY NAME: Mohawk Commercial, Inc

VENDOR NO: 22495

ADDRESS: 160 South Industrial Blvd. Calhoun, GA 30701

FAX NUMBER:

TELEPHONE NUMBER: 706-624-2567

TAX ID NUMBER: 58-2357716

E-Mail:

BOARD APPROVAL DATE: August 9, 2018

CONTRACT TERM: From: August 1, 2018 - June 30, 2019

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

- A. One line description for the Governing Board report: To support District-wide flooring needs on an as needed basis.
- B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibits and other pertinent documentation.

BUDGET CODE:

FUND	LOCATION	PROGRAM	COUNTER	OBJECT	AMOUNT
03	450	8130	0	5815	\$106,000.00

Program Manager/Principal [Signature] Date: 8/1/18

Supervisor _____ Date: _____

Fiscal Approval _____ Date: _____

Accountant _____ Date: _____

Director of Fiscal Services [Signature] Date: 8/1/18

Asst Supt, Bus Services [Signature] Date: 8/1/18

ARUESD
Board Approved

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. Flat Rate: \$ _____ to be the total payment to the Contractor including travel and/or other expenses.

X

_____ c. Other: \$106,000.00

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES


To the Board of Trustees:

Date: January 7, 2019

**Subject: Resolution No. 20-18/19 Update
Agreement Between the Governing Board of the Alum Rock Union Elementary School District and the Santa Clara County Superintendent of Schools Regarding Necessary Revisions for Compliance with Statutory Budget Requirements in Conjunction with the Local Control Accountability Plan (Education Code § 42127 and 52070)**

At a regular board meeting held on December 13, 2018, the board adopted RESOLUTION NO. 20-18/19, a resolution establishing agreement between the governing board of the Alum Rock Union Elementary School District (ARUSD) and the Santa Clara County Superintendent of Schools regarding necessary revisions for compliance with the statutory budget requirements in conjunction with the Local Control Accountability Plan (LCAP). As a result, the District is required to comply with the recommendations and necessary revisions as outlined in said resolution. Staff will provide a status update to the board on a monthly basis.

***The updates and backup documentation will be provided under separate cover**.*

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

To the Board of Trustees:

Meeting: January 17, 2019
Regular Board Meeting

Recommend Approval

10.05

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

11.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Information Regarding Resignations

Staff Analysis:

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

Submitted by: Jess Serna Title: Interim Assistant Superintendent,
Human Resources

To the Board of Trustees:
Information Only

Meeting:

January 17, 2019
Regular Board Meeting

11.01
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

January 17, 2019

CLASSIFIED RESIGNATIONS:

I. Resignations:

- | | | |
|--------------------|---|----------|
| 1. Dacanay, Janice | School Office Assistant & Health Assistant/Sheppard | 01/14/19 |
| 2. Frias, Angelica | School Office Assistant/Linda Vista | 01/02/19 |

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

12.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

January 9, 2019

Subject:

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

- December 13, 2018; Organizational Regular Board Meeting

Action

Submitted by: Hilaria Bauer

Title: Superintendent

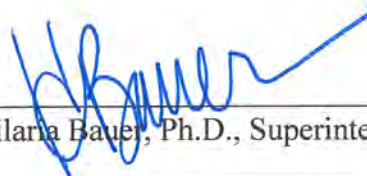
To the Board of Trustees:

Meeting: January 17, 2019
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: _____

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

**MINUTES OF THE REGULAR ORGANIZATIONAL MEETING OF
THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, December 13, 2018, 5:30 p.m. at the Alum Rock Union School
District Office Board Room, 2930 Gay Avenue, San Jose, CA 95127
Meeting #06-18/19**

1. OPEN SESSION

1.01 Call to Order / Roll Call

Vice-President Karen Martinez welcomed everyone in the audience. Vice-President Karen Martinez called the Board Meeting to order at 5:31 p.m. followed by Roll Call.

Board Members Present:

Karen Martinez	Vice-President
Dolores Marquez-Frausto	Clerk
Andrés Quintero	Member
Linda Chavez	Member
Ernesto Bejarano	Member

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Jess Serna	Interim Assistant Superintendent, Human Resources
Kolvira Chheng	Assistant Superintendent, Business Services
Marie Sanchez	Sr. Executive Assistant, Superintendent's Office
Angel Rodriguez	Executive Assistant/Communications Support, Superintendent's Office
Jackie Guevara	Executive Assistant, Superintendent's Office

1. OPEN SESSION *(continued)*

1.02 Ceremonial Oath of Office for New and Re-Elected Trustees

The Ceremonial Oath of Office for re-elected and newly-elected Trustees took place as follows:

Superintendent Hilaria Bauer gave re-elected Trustee Andrés Quintero the Oath of Office and he was sworn in.

Superintendent Hilaria Bauer gave newly-elected Trustee Linda Chavez the Oath of Office and she was sworn in.

Councilmember Raul Peralez gave newly-elected Trustee Ernesto Bejarano the Oath of Office and he was sworn in.

Congratulations to all three newly-elected Trustees!

1.03 Nomination for Board President

Trustee Ernesto Bejarano nominated Trustee Andrés Quintero for Board President. There was no second made to this nomination and no vote was taken.

Vice-President Karen Martinez nominated Trustee Linda Chavez for Board President. There was no second made to this nomination. Trustee Linda Chavez accepted the nomination.

The nomination carried with a vote of three in favor (Dolores Marquez-Frausto, Karen Martinez, and Linda Chavez); 2 in opposition (Ernesto Bejarano and Andrés Quintero); 0 absent; and no abstention.

Linda Chavez is now the new Board President. Congratulations!

1.04 Nomination for Board Vice-President

Clerk Dolores Marquez-Frausto nominated Karen Martinez for Board Vice-President and she declined the nomination. Karen Martinez nominated Ernesto Bejarano for Board Vice-President and he accepted the nomination. Trustee Andrés Quintero seconded the nomination.

The nomination carried with a vote of 5 in favor, 0 opposition; 0 absent; and no abstention.

Ernesto Bejarano is now the new Board Vice-President. Congratulations!

1. OPEN SESSION *(continued)*

1.05 Nomination for Board Clerk

New-elected Board President Linda Chavez nominated Board Clerk Dolores Marquez-Frausto to continue as the Board Clerk. There was no second made to this nomination. Board Clerk Dolores Marquez-Frausto accepted the nomination.

The nomination carried with a vote of 4 in favor; 1 opposition (Trustee Andrés Quintero); 0 absent; and no abstention.

Dolores Marquez-Frausto will continue to be the Board Clerk. Congratulations!

1.06 Announcement and Public Comments Regarding Items to be Discussed in Closed Session

MOTION #06-01 by Trustee Andrés Quintero to address and take action on the following agenda items prior to going into Closed Session. MOTION #06-01 was seconded by newly-elected Vice-President Ernesto Bejarano.

Agenda items include:

- **8.03 Termination of the Leal Trejo, APC Contract with ARUSD**
- **8.04 Board will authorize staff to utilize the current contract with Lozano Smith as General Counsel on a temporary basis until the new General Counsel is hired**
- **8.05 Termination of the Del Terra Real Estate Services (Del Terra) Contract with ARUSD**
- **8.06 Response to the FCMAT Report**

Trustee Karen Martinez asked if the Board could compromise and leave the agenda as is because some of these items would be discussed during Closed Session. She requested, in public, that the fiscal financial advisors follow them into Closed Session—she would appreciate their support and assistance!

Trustee Andrés Quintero commented that the public has been waiting to see this happen for a long time—so it was time to stop putting this off any longer.

Clerk Dolores Marquez-Frausto stated that she would not be supporting this motion—these are potential litigation items and they belong in Closed Session. She asked who had put **Agenda Item 8.04** (see above) on this agenda. Superintendent Hilaria Bauer reported that she had put this item on the agenda. Clerk Dolores Marquez-Frausto commented that Superintendent Hilaria Bauer did not have authority to put this item on the agenda. Superintendent Hilaria Bauer replied that she was able to put this on the agenda.

1. OPEN SESSION *(continued)*

1.06 Announcement and Public Comments Regarding Items to be Discussed in Closed Session

Trustee Andrés Quintero stated that Superintendent Hilaria Bauer had put this agenda item per his request since he had asked Trustee Esau Ruiz Herrera to place this item on previous agendas and he had refused to do so.

The Board had more discussion on this agenda item.

Public Comments:

- 1) Mini Hernandez – Community member, commented and reminded President Linda Chavez that she was elected by the voters and as Board President -- she needs to know how to run the meeting. There is a motion on the floor, and it is time to take the vote!
- 2) Dilza Gonzalez – Community member, commented and also reminded President Linda Chavez that she was chosen by this community and was here to serve the community. The community is asking for transparency and accountability and the first thing to do is to approve Trustee Quintero's request.

MOTION #06-01 failed with a vote of 2 in favor (Andrés Quintero and Ernesto Bejarano); 3 in opposition (Dolores Marquez-Frausto, Karen Martinez, and Linda Chavez); 0 absent; and no abstention.

Newly-elected President Linda Chavez announced the items that would be discussed in Closed Session.

1.07 The Board will Adjourn to Closed Session at Approximately 5:35 p.m.

The Board recessed to Closed Session at 6:07 p.m. Newly-elected President Linda Chavez announced the Board would reconvene to Open Session in approximately one hour.

3. RECONVENE TO OPEN SESSION

3.01 Call to Order / Pledge of Allegiance

The Board reconvened to Open Session at 7:43 p.m. President Linda Chavez welcomed everyone and took a second Roll Call in which all Board Members were present.

3. RECONVENE TO OPEN SESSION *(continued)*

3.02 Report of Action Taken in Closed Session

Superintendent Hilaria Bauer reported that in Closed Session under *Agenda Item 2.02 Public Employee Discipline/Dismissal/Release*, the Board took action to accept the staff's recommendation as stated.

Superintendent Hilaria Bauer reported that in Closed Session under *Agenda Item 2.03 Public Employee Discipline/Dismissal/Release*, the Board took action to renew the contract for Interim Assistant Superintendent Jess Serna effective now through June 30, 2019.

3.03 Agenda Review and Adoption

Trustee Andrés Quintero asked to move the following agenda items after *Agenda Item 3.03 Agenda Review and Adoption*.

Agenda items include:

- **8.03** *Termination of the Leal Trejo, APC Contract with ARUSD*
- **8.04** *Board will authorize staff to utilize the current contract with Lozano Smith as General Counsel on a temporary basis until the new General Counsel is hired*
- **8.05** *Termination of the Del Terra Real Estate Services (Del Terra) Contract with ARUSD*
- **8.06** *Response to the FCMAT Report*

Newly-elected Vice-President Ernesto Bejarano asked if the Board could reconsider moving these agenda items after *Agenda Item 4.01 Winter Showcase Presentation* instead of *Agenda Item 3.03 Agenda Review and Adoption*.

Trustee Andrés Quintero also asked the Board if *Agenda Item 9.03 Approve the First Interim Financial Report* could be addressed after *Agenda Item 8.06 Response to the FCMAT Report*.

There was consensus from the Board to accept the agenda as amended.

4. SPECIAL PRESENTATION

4.01 The Winter Showcase

Assistant Superintendent Rene Sanchez apologized to the Board and the audience that the students had to leave and could not wait for the Board to reconvene to Open Session.

4. SPECIAL PRESENTATION *(continued)*

4.01 The Winter Showcase

Assistant Superintendent Rene Sanchez introduced Mr. Noli Magsino, Coordinator of VAPA, PE and Sports Programs, Academic Services, who gave a Power Point presentation. A copy of the presentation was available for the audience. Some of the highlights were the following:

- Every Student Succeeds Act
- Instrumental Music
- Visual and Performing Arts
- Music Technology
- Calendar of Upcoming Winter Concerts

Mr. Noli Magsino shared with the audience some of the great things happening at various sites.

Vice-President Ernesto Bejarano gave thanks to Noli Magsino for doing a great job.

Trustee Karen Martinez gave thanks to Noli Magsino and commented that she learned a lot—there was great work happening at the various sites.

Clerk Dolores Marquez-Frausto thanked Noli Magsino for his great presentation and asked for more information on the piano lab.

Trustee Andrés Quintero thanked Noli Magsino for his great work with the VAPA Program.

President Linda Chavez also gave thanks to Noli Magsino for this great work and apologized for having missed some of the recent events.

8. SUPERINTENDENT / BOARD BUSINESS

8.03 Termination of the Leal Trejo, APC Contract with ARUSD

MOTION #06-02 by Trustee Andrés Quintero to Terminate the Leal Trejo Contract with Alum Rock Union Elementary School District. MOTION #06-02 was seconded by Trustee Karen Martinez.

Public Comments:

- 1) Dilza Gonzalez – Community member, stated she supports the termination of this contract. Let's start a new beginning.

8. SUPERINTENDENT / BOARD BUSINESS *(continued)*

8.03 Termination of the Leal Trejo, APC Contract with ARUSD

- 2) Maria Martinez – Community member, stated she supports the termination of this contract.
- 3) Flor DeLeon – Community member, stated she supports the termination of this contract – it is time we start with a new company.
- 4) Speaker (no name given) – Community member, we have been asking for this for a very long time!
- 5) Jocelyn Merz – AREA president, spoke on behalf of all the teachers – they are in support of the termination of this contract and this motion.

Clerk Dolores Marquez-Frausto reported that she will not be supporting this motion. She commented this is a good company and they have not done anything wrong. The district and the Santa Clara County Office of Education have failed to pay this company and now we are going to fire them – this was very wrong in so many levels!

Trustee Andrés Quintero commented that he wanted to make this clear, and out of an abundance of caution, he was going to keep his comments to himself because he did have a lot to say; however, his vote will speak for itself!

MOTION #06-02 carried with a vote of 4 in favor (Ernesto Bejarano, Andrés Quintero, Linda Chavez, and Karen Martinez); 1 opposition (Dolores Marquez-Frausto); 0 absent; and no abstention.

8.04 Board will authorize staff to utilize the current contract with Lozano Smith as General Counsel on a temporary basis until the new General Counsel is hired

MOTION #06-03 by Trustee Andrés Quintero to authorize staff to utilize the current contract with Lozano Smith as General Counsel on a temporary basis, with a limit of \$25,000, until the new General Counsel is hired and also direct staff to look for a separate Counsel to deal with SEC. MOTION #06-03 was seconded by Trustee Karen Martinez.

Trustee Andrés Quintero briefly explained that the last time we hired a firm to look into SEC and we received an invoice for \$64,000 for just two weeks and they did nothing!

Trustee Karen Martinez asked administration if it was possible to have the SCCOE's legal staff find a firm until we go out to bid? She suggested scheduling a special board meeting to ensure there is a proper bidding process.

Clerk Dolores Marquez-Frausto asked who had put this agenda item on the agenda? Why was Lozano Smith brought in and not another firm to consider? She suggested to table this

8. SUPERINTENDENT / BOARD BUSINESS *(continued)*

8.04 Board will authorize staff to utilize the current contract with Lozano Smith as General Counsel on a temporary basis until the new General Counsel is hired

agenda item until the Board figures out how they will deal with this and develop the process. The Board hires the General Counsel and the Superintendent!

Superintendent Hilaria Bauer reported that she worked with Trustee Karen Martinez to put this on the agenda together while she was the Board President to ensure the District was protected.

Superintendent Hilaria Bauer stated that, at this point, she could not ask the SCCOE to utilize their General Counsel—she would need to ask permission from County Superintendent of Schools, Dr. Mary Ann Dewan. She stated she certainly could not speak on her behalf!

Trustee Andrés Quintero stated that this was exactly the type of behavior that was not needed – the Board trying to micromanage—this needed to stop! The last time there was a legal contract on the agenda, the Board got heavily involved—and this led to criticism. Trustee Andrés Quintero gave thanks and his appreciation to the Superintendent for using foresight and having a backup legal counsel.

Vice-President Ernesto Bejarano commented that we have terminated the legal contract tonight and if we table this agenda item, the District will not have legal representation until the vetting process and then the District will be exposed.

Clerk Dolores Marquez-Frausto stated this was wrong—the Board needed to make the decision together. She is not micromanaging—this is about the process—how do you micromanage a process? She asked administration if we could utilize the current contract that we have with the Office of the County Counsel, County of Santa Clara until we go through the bidding process.

Superintendent Hilaria Bauer reported that she needed to clarify that we were not able to contract out with the Office of the County Counsel, County of Santa Clara because the Board was under investigation and they were unable to represent the District at this time.

President Linda Chavez stated that the District needed to have our own separate legal counsel from the County.

Public Comments:

- 1) Jocelyn Merz – AREA president, commented the bottom line was the issue was not about the process, but rather about the legal counsel. The District needs a legal counsel right now!

8. SUPERINTENDENT / BOARD BUSINESS *(continued)*

8.04 Board will authorize staff to utilize the current contract with Lozano Smith as General Counsel on a temporary basis until the new General Counsel is hired

- 2) Brenda Zendejas – Community member, commented this was a temporary legal firm and the District needed to be protected until the permanent legal firm was hired. She urged the Board to listen to Superintendent Hilaria Bauer.
- 3) Corina Herrera – Community member, commented this was only a temporary legal firm and anyone from the Board could go out and recruit a firm of their choice for the Board's final selection. She asked the Board to do the right thing for this District!
- 4) Maria Martinez – Community member, commented she was surprised by the question made by Clerk Dolores Marquez-Frausto about who put this agenda item on the agenda.

Trustee Andrés Quintero stated that after this discussion, he was willing to amend his motion and Trustee Karen Martinez was in agreement to accept his amendment since she seconded the motion.

FRIENDLY AMENDMENT TO MOTION #06-03 by Trustee Andrés Quintero to authorize staff to utilize the current contract with Lozano Smith as General Counsel on a temporary basis, with a cap limit of \$25,000, and then proceed with the RFQ process to solicit new legal services to the District and bring back to the Board for approval. FRIENDLY AMENDMENT TO MOTION #06-03 was accepted and seconded by Trustee Karen Martinez.

FRIENDLY AMENDMENT TO MOTION #06-03 carried with a vote of 4 in favor (Linda Chavez, Ernesto Bejarano, Andrés Quintero, and Karen Martinez); 1 opposition (Dolores Marquez-Frausto); 0 absent; and no abstention.

8.05 Construction Management Agreement for Measure J. Terminate Contract between ARUSD and Del Terra Real Estate Services

MOTION #06-04 by Trustee Andrés Quintero to terminate the Del Terra Real Estate Services Construction Management Contract Agreement for Measure J with Alum Rock Union Elementary School District. MOTION #06-04 was seconded by Trustee Karen Martinez.

Clerk Dolores Marquez-Frausto stated she was confused and thought the Board had already dealt and taken action on this.

Superintendent Hilaria Bauer reported that the Board had already dealt and taken action on the Program Management Contracts but not the Construction Management Contracts.

8. SUPERINTENDENT / BOARD BUSINESS *(continued)*

8.05 Construction Management Agreement for Measure J. Terminate Contract between ARUSD and Del Terra Real Estate Services

President Linda Chavez asked that this not be discussed in public.

Public Comments:

- 1) Dilza Gonzalez – Community member, asked the Board to just terminate this contract—the community has been waiting for this to happen for the past two years with the corruption that they have been doing.
- 2) Flor DeLeon – Community member, apologized for the confusion and asked for clarification—what are we voting for the Del Terra Construction Contract or the contract with Leal & Trejo Law Firm?

MOTION #06-04 carried with a vote of 4 in favor (Linda Chavez, Ernesto Bejarano, Andrés Quintero, and Karen Martinez); 0 opposition; 0 absent; and 1 abstention (Clerk Dolores Marquez-Frausto).

8.06 Construction Management Agreement for Measure I. Terminate Contract between ARUSD and Del Terra Real Estate Services

MOTION #06-05 by Trustee Andrés Quintero to terminate the Del Terra Real Estate Services Construction Management Contract Agreement for Measure I with Alum Rock Union Elementary School District. MOTION #06-05 was seconded by Trustee Karen Martinez.

MOTION #06-05 carried with a vote of 4 in favor (Linda Chavez, Ernesto Bejarano, Andrés Quintero, and Karen Martinez); 0 opposition; 0 absent; and 1 abstention (Clerk Dolores Marquez-Frausto).

9. BUSINESS

9.03 Resolution No. 20-18/19 Establishing Agreement between the Governing Board of the ARUSD and the Santa Clara County Superintendent of Schools regarding necessary revisions for Compliance with Statutory Budget Requirements in Conjunction with the Local Control Accountability Plan

MOTION #06-06 by Trustee Karen Martinez to accept and approve Resolution No. 20-18/19 as presented. MOTION #06-06 was seconded by Trustee Andrés Quintero.

Clerk Dolores Marquez-Frausto requested that staff clarify what this resolution meant.

9. BUSINESS (continued)

9.03 Resolution No. 20-18/19 Establishing Agreement between the Governing Board of the ARUSD and the Santa Clara County Superintendent of Schools regarding necessary revisions for Compliance with Statutory Budget Requirements in Conjunction with the Local Control Accountability Plan

Superintendent Hilaria Bauer asked Assistant Superintendent Kolvira Chheng to explain what this resolution entailed.

Assistant Superintendent Kolvira Chheng reported that the SCCOE has not yet approved the District's budget and as a result, the State has assigned a committee to work with the District along with the SCCOE Fiscal Advisors. The State is requiring the District adopt this resolution in order to help the District stay solvent and meet its fiscal obligations. He reported this was the result of the Board not approving the waiver.

Public Comments:

- 1) Vanessa Rios – Community member, stated that the parents are requesting the Board work with the SCCOE to align the general budget with the LCAP.
- 2) Maria Martinez – Community member, commented that Clerk Dolores Marquez-Frausto is asking a question when she voted against the waiver. She commented how unprepared the board members are when they come to the meetings!

MOTION #06-06 carried with a vote of 4 in favor (Linda Chavez, Ernesto Bejarano, Andrés Quintero, and Karen Martinez); 0 opposition; 1 absent (Clerk Dolores Marquez-Frausto was temporarily absent); and no abstention.

6. COMMENTS AND COMMUNICATION

6.01 Teamsters

Mr. Tom Phu – Teamsters representative, gave congratulations to the new Board and especially to President Linda Chavez for taking charge of this meeting. He commented that the meeting started a little rough but now was back on the right track. He announced that Teamsters was here to support the Board and as an employee of 20 years, he hopes this Board keeps the District moving forward!

6.02 California School Employee's Association (CSEA)

There were no representatives from CSEA at this time.

6. COMMENTS AND COMMUNICATION *(continued)*

6.03 Alum Rock Administrator's Association (ARAA)

There were no representatives from ARAA at this time.

6.04 Alum Rock Educator's Association (AREA)

Jocelyn Merz, AREA President, gave her congratulations to the new Board for the start of a new beginning. AREA is looking for President Linda Chavez and Vice-President Ernesto Bejarano to make right the wrongdoings of their predecessors starting today with taking action to correct many of the wrong doings; fortunately, you have a rock-solid role model like Trustee Andrés Quintero. She commented that it takes a special person to go through the various investigations and still want to come back for more! Special thanks go to Trustee Andrés Quintero! In addition, she gave a big congratulations to Trustee Karen Martinez for winning the Evergreen College School Board seat. She also gave thanks to those candidates that did not make it for stepping up and giving it their all. Jocelyn Merz gave special thanks to Superintendent Hilaria Bauer for enduring everything she has endured. Tonight, she is very hopeful, for the first time in a very long while, that staff and students will finally get everything they deserve. Lastly, she also gave thanks to Superintendent Hilaria Bauer for extending the contract for Interim Assistant Superintendent Jess Serna!

6.05 Superintendent

Superintendent Hilaria Bauer reported that Ms. Jean Gallagher, Chief, Special Services Officer, had recently shared this with her. Apparently, the father of two of our special education students had been deployed to Iraq and the special education teacher decided to do a project-based learning project on the military during the Extended School Year Program. Superintendent Hilaria Bauer reported that the class made a banner and paper US Flags and wrote letters to support the troops. The goal of the teacher was to teach the students how important it was to support and respect our military—and her goal was met! Superintendent Hilaria Bauer reported that when the father arrived in the United States, he returned the banner, an American Flag, and a certificate signed by the crew stating that the student's banner had flown on Combat Missions over Iraq and Syria from August 27 through September 9, 2018, in a helicopter in support of Operation Inherent Resolve.

Superintendent Hilaria Bauer reported the District's Community Projects Committee held a special Holiday District Winter Family Luncheon on Saturday, December 8, 2018, at Mathson Institute of Technology. The goal was to provide a warm lunch to 25 needy families in the District as well as gifts and activities for the children. The management team donated a money contribution for this event. Superintendent Hilaria Bauer gave special thanks to staff, Apple, and Synopsys for their generous contributions.

6. COMMENTS AND COMMUNICATION *(continued)*

6.06 Board of Trustees

Vice-President Ernesto Bejarano took a moment to thank the community for their hard work. He stated that he was very eager at the opportunity to serve his community and was very humbled by the responsibility! He commented that even though we go through challenges every month, he wanted to remind all that everything done here is for our students. He hopes to move forward in a way that is respectful and strategic. Lastly, he stated he was pledging to be respectful to his colleagues, staff, and community – and if he did not, he asked that he please be reminded!

Trustee Andrés Quintero gave thanks to the voters of East San Jose for voting for him and returning him to this Board. He very much appreciated this and this validates the work that the community has done. He reported that some folks shared concerns that they have issues with him standing up and walking around. He reported that he has back problems and that is the reason for him doing so; however, he apologized for this. Another item he wanted to mention was that he was NOT going to back down. If this was the case, we would still be in contracts that were unfavorable to us. With this said, he reported that he would continue to serve the community because the voters were his priority.

President Linda Chavez gave thanks to the community for voting her in. She stated she will do her best to work together. She is still learning and understands that we are all passionate and sometimes we raise our voice but she knows not to take it personally (she said this in both Spanish and English).

Trustee Karen Martinez commented she hopes everyone has a wonderful holiday season! She stated she wanted to personally congratulate the re-elected and newly-elected Trustees. She wanted to have a fresh start and has confidence and faith that this will now happen. She gave special thanks to Trustee Andrés Quintero for not backing down. She commented that this Board can work together and agree to disagree at times. She gave kudos to the VAPA Program and was excited to see the wonderful work that was going on in the District. She gave special recognition to Marie Sanchez, Angel Rodriguez, and Jackie Guevara for the good work done in the Superintendent's Office. She also gave special thanks to Jess Serna, Kolvira Chheng, Rene Sanchez, and Superintendent Hilaria Bauer for their outstanding work and dedication to the families of Alum Rock – we will continue to work together!

Clerk Dolores Marquez-Frausto commented that everybody keeps talking about working together. She commented that she appreciated that Vice-President Ernesto Bejarano was willing to give up his seat for her—chivalry has not died!

7. BOND/FACILITIES

7.01 The Board will receive a written update on the status of Bond Projects

Assistant Superintendent Kolvira Chheng, reported that he had nothing to report at this time.

7.02 The Board will receive an update on the Citizen's Bond Oversight Committee

Mr. Frank Chavez, CBOC Secretary, reported that he had nothing to report at this time.

7.03 CBOC Appointments

Assistant Superintendent Kolvira Chheng, reported that he currently has multiple vacancies on the CBOC Board. He is recommending the Board approve the following:

- Ms. Flor DeLeon, PTA, active parent
- Robert Duran, Community-At-Large

MOTION #06-07 by Trustee Karen Martinez to approve the CBOC Appointments as presented. MOTION #06-07 was seconded by President Linda Chavez.

MOTION #06-07 carried with a vote of 5 in favor; 0 opposition; 0 absent; and no abstention.

8. SUPERINTENDENT / BOARD BUSINESS

8.01 Appoint the Superintendent as the Secretary of the Board

MOTION #06-08 by Trustee Andrés Quintero to appoint Superintendent Hilaria Bauer as the Secretary of the Board. MOTION #06-08 was seconded by Trustee Karen Martinez.

Clerk Dolores Marquez-Frausto commented that she did not recall ever voting for this on any previous agenda.

President Linda Chavez reported that this was adopted in the Board Bylaws in 2013.

MOTION #06-08 carried with a vote of 5 in favor; 0 opposition; 0 absent; and no abstention.

8. SUPERINTENDENT / BOARD BUSINESS *(continued)*

8.02 Accept the County of Santa Clara Registrar of Voters Certified Statement of Election Results from November 6, 2018 Election

MOTION #06-09 by Trustee Karen Martinez to accept and approve the County of Santa Clara Registrar of Voters Certified Statement of Election Results from the November 6, 2018 Election as presented. MOTION #06-09 was seconded by President Linda Chavez.

MOTION #06-09 carried with a vote of 5 in favor; 0 opposition; 0 absent; and no abstention.

8.07 Response to the FCMAT Report

President Linda Chavez asked her colleagues if this agenda item could be tabled until next month due to lack of time. The Board was in consensus to accept her request.

8.08 Proposed Board Meeting Calendar for 2019

MOTION #06-10 by Trustee Karen Martinez to accept and approve the Proposed Board Meeting Calendar for 2019 as presented. MOTION #06-10 was seconded by Clerk Dolores Marquez-Frausto.

Trustee Karen Martinez asked why the July meeting was listed 'if needed'.

Superintendent Hilaria Bauer explained that if two board meetings were held in June, the July meeting might not be needed. She reported that having a July meeting had been very challenging for staff to put together and be able to take time off. The month of July is when the majority of the staff go on vacation.

Public Comments:

- 1) Female parent (*no name given*) – Community member, stated that she would like to request that board meetings take place at various middle schools throughout the calendar year. Many times, due to lack of transportation, parents have a difficult time attending the board meetings. Another benefit would be for the community and board members to see the needs of the middle schools.
- 2) Olivia (*no last name given*) – Community member, requested that the Board reconsider moving the December 12 board meeting to a different date because this date is a huge event for the Mexican community.
- 3) Dilza Gonzalez – Community member, commented that she was in agreement with changing the December 12 board meeting because it was an important date for the Hispanic community. In addition, she wants to echo having the board meetings at various middle schools.

8. SUPERINTENDENT / BOARD BUSINESS *(continued)*

8.08 Proposed Board Meeting Calendar for 2019

The Board had additional dialogue on this agenda item.

Superintendent Hilaria Bauer and the Board were in consensus to start with having two board meetings at two middle schools for 2019 and later would increase the number.

Vice-President Ernesto Bejarano suggested looking into livestreaming the board meetings – more dialogue to follow in the near future.

MOTION #06-10 carried with a vote of 5 in favor; 0 opposition; 0 absent; and no abstention.

8.09 Board Retreats and Governance Team Trainings

MOTION #06-11 by Trustee Andrés Quintero to accept and approve selecting a series of board retreats and governance team trainings during the 2019 calendar year. MOTION #06-11 was seconded by Trustee Karen Martinez.

The Board had dialogue on this agenda item.

Vice-President Ernesto Bejarano commented that he thinks the board retreats are a great idea. He also thinks that providing training to parents would benefit them as well.

Superintendent Hilaria Bauer reported that all board meetings are open to the public—only the topic is specific. Superintendent Hilaria Bauer stated that Marie Sanchez would be polling the Trustees on preferred dates from the suggested dates.

MOTION #06-11 carried with a vote of 5 in favor; 0 opposition; 0 absent; and no abstention.

8.10 Call for Nominations to CSBA's Delegate Assembly

MOTION #06-12 by President Linda Chavez to nominate Trustee Andrés Quintero to the CSBA Delegate Assembly. MOTION #06-12 was seconded by Trustee Karen Martinez. Trustee Andrés Quintero accepted the nomination.

MOTION #06-12 carried with a vote of 4 in favor; 0 opposition; 1 absent; (Clerk Dolores Marquez-Frausto was temporarily absent); and no abstention.

8. SUPERINTENDENT / BOARD BUSINESS *(continued)*

8.11 Naming the Board of Representative for the Annual County Committee Election for 2019.

Vice-President Ernesto Bejarano asked his colleagues what the responsibility is of this available seat.

Clerk Dolores Marquez-Frausto explained that monthly meetings are held and they are similar to board meetings where discussion is held on a county level.

MOTION #06-13 by President Linda Chavez to nominate Vice-President Ernesto Bejarano for the Board Representative for the Annual County Committee Election for 2019. MOTION #06-13 was seconded by Trustee Karen Martinez. Vice-President Ernesto Bejarano accepted the nomination.

MOTION #06-13 carried with a vote of 5 in favor; 0 opposition; 0 absent; and no abstention.

9. BUSINESS

9.01 Fiscal Expert Update

Assistant Superintendent Kolvira Chheng reported that there was nothing to report at this time; however, he wanted to take this time to personally give thanks to Dr. William Gillaspie and Dr. Donald Zimring for all the help they had given to him, his staff, and the District. Many thanks!

9.02 Resolution No. 13-18/19 Supplemental Employee Retirement Plan (SERP)

Assistant Superintendent Kolvira Chheng introduced Ms. Debra DeSpain, Keenan Financial Services Representative, who gave a brief Power Point presentation. Ms. Debra DeSpain stated that SERP is a program designed to create incentives that effectively and efficiently increase and accelerate the retirement rate, in excess of the natural attrition rate. Many public agencies throughout California are looking for cost containment and cash flow strategies. SERP is an innovative turn-key program which has been used by many public entities to:

- Create Fiscal Savings
SERP generates fiscal savings as a result of the salary differential of a retiring employee and a new hire. Keenan will evaluate numerous factors such as (1) expected retirees without providing any incentives; (2) expected retirees if an incentive is implemented; and (3) age and service demographics.

9. BUSINESS *(continued)*

9.02 Resolution No. 13-18/19 Supplemental Employee Retirement Plan (SERP)

- Assist with Staff Reorganization

SERPs can be used very effectively as a restructuring tool. By generating a higher attrition rate, agencies can create a greater opportunity for: (1) Reorganizing departments; (2) revitalizing staff; (3) creating upward mobility opportunities for existing staff; and (4) implementing a comprehensive, long-term hiring strategy.

A SERP used for human resource purposes can either take the form of a one-time incentive, or a multi-year plan.

- Reward Long-Term Employees

Another objective of a supplemental retirement plan is to reward employees who have been loyal to the District and have achieved certain milestones in their service, while contributing to the success of the District's goals and objectives.

- Enhance Retirement Benefits

Any SERP that is offered enhances the retirement benefits of the participating employees. Some districts have chosen to permanently enhance retirement benefits, which can be done district-wide or for a select group of employees. SERP plans in this category are often implemented on a permanent basis and typically have stringent vesting provisions.

Ms. Debra DeSpain reported that Keenan has been dedicated to providing solutions to the public sector for more than 40 years and is the only firm that provides brokerage and consulting services to existing employees as well as retirees.

Ms. Debra DeSpain provided a district summary sheet listing various plan types. In addition, she provided a chart of an analysis of demographics and service along with an estimated benefits sheet.

Clerk Dolores Marquez-Frausto asked if this agenda item could be more of an informational vs. action item?

Interim Assistant Superintendent Jess Serna reported that this is a supplemental retirement plan. Approximately 9 teachers retire in a year. The district believes we can get up to 35 teachers and then the district would be able to save some good dollars. The District needs to know by February.

Assistant Superintendent Kolvira Chheng stated this was an incentive to get more retirees—we are trying to shift the seasoned staff from the top end of the salary scale.

AREA President Jocelyn Merz clarified that the District does have a lot of the teachers from that group; however, they are not going to go anywhere without a good incentive---then there is no reason to leave the District. This program can be a good incentive.

9. BUSINESS (continued)

9.02 Resolution No. 13-18/19 Supplemental Employee Retirement Plan (SERP)

MOTION #06-14 by Trustee André Quintero to accept Resolution No 13-18/19 as presented. MOTION #06-14 was seconded by President Linda Chavez.

MOTION #06-14 carried with a vote of 5 in favor; 0 opposition; 0 absent; and no abstention.

MOTION #06-15 by Trustee Andrés Quintero to extend the Board Meeting until 11:00 p.m. to finish unfinished business. MOTION #06-15 was seconded by Trustee Karen Martinez.

MOTION #06-15 carried with a vote of 5 in favor; 0 opposition; 0 absent; and no abstention.

9.04 To Receive and Approve the First Interim Financial Report

Assistant Superintendent Kolvira Chheng gave a Power Point presentation on the First Interim Budget, 2018-19. A copy of the presentation was available for the audience. Some of the highlights included the following:

- Budget Cycle
- Purpose/Reason for First Interim Reporting
- Changes from Adopted Budget to First Interim
- Multi-Year Projections
- Next Steps

Budget Cycle

- Adopted Budget, June 2018
- First Interim Budget, December 2018
- Second Interim Budget, March 2019
- Unaudited Actuals, September 2019
- Audited Financials, December 2019

Purpose for the First Interim

- Assumptions change constantly. Administration utilizes the most current information available and continually monitors significant assumption changes, including, but not limited to:
 - Enrollment and ADA (Average Daily Attendance)
 - Funding per ADA and COLA
 - Staffing changes
 - State Budget
 - Federal, State and Local funding amounts (LCFF, Lottery, Parcel Tax, Property Tax, Title I)

9. BUSINESS (continued)

9.04 To Receive and Approve the First Interim Financial Report

- Labor negotiations
- Cash flow
- New laws impacting financials

Enrollment History

Changes in Enrollment from Adopted Budget to First Interim

Changes in Revenue and Expenditures in Unrestricted General Fund

Changes in Unrestricted General Fund

Key Assumptions in MYP Unrestricted General Fund

- **Revenues**
 - Prior year P-2 ADA due to declining enrollment for LCFF calculation
 - COLA based on DOF's recommendation
 - Remove one-time funds
- **Expenditures**
 - Increase Step and Column for all three years
 - Increase STRS and PERS rates for all three years
 - Increase contribution for Special Education Program for all three years
 - Maintain same level of contribution to Routine Restricted Maintenance Account (RRMA) for all three years
 - Comply with LCAP's Minimum Proportionality Percentage (MPP) requirements
 - Savings in 2019-20 for 40 certificated positions at an average salary of \$85K through attrition to align with declining enrollment
 - Savings in 2020-21 for 40 certificated positions at an average salary of \$85K through attrition to align with declining enrollment
 - Saving of \$454K in classified salaries and benefits in 2019-20 through attrition to align with declining enrollment and district's needs
 - Saving of \$3.8M starting in 2019-20 in contract services to align with declining enrollment and district's needs
 - Savings of \$5.7M in 2019-20 to be determined pending on outcome of SERP and Governor's January budget proposal
 - Savings of \$6.6M in 2020-21 to be determined pending on outcome of SERP and Governor's January budget proposal

Multi-Year Projection Unrestricted General Fund

9. BUSINESS (continued)

9.04 To Receive and Approve the First Interim Financial Report

PER ADA Revenues vs. Expenditures

Changes in CALPERS & CALSTRS Rate

Special Education Contribution

Unrestricted General Fund Historical Trend

Next Steps

- January Governor's Budget Proposal
- Budget Development Process Begins – January 2019
- Second Interim – March 2019
- Collaborative Efforts with Academic Services to Develop LCAP
- May Revise
- Public Hearing for 2018-19 Budget and LCAP – June 2019
- Adoption of Budget and LCAP – June 2019

Clerk Dolores Marquez-Frausto commented that she would like to hear more from the SCCOE Fiscal Experts on this agenda item.

Trustee Karen Martinez asked administration if, when a student leaves our district, we ask the reason why the student is leaving.

Superintendent Hilaria Bauer clarified the district does not have an exit interview for parents.

MOTION #06-16 by Trustee Andrés Quintero to accept and approve the First Interim Financial Report as presented. MOTION #06-16 was seconded by Trustee Karen Martinez.

Public Comment:

- 1) Maria Martinez – Community member, commented on this agenda item.

MOTION #06-16 carried with a vote of 5 in favor; 0 opposition; 0 absent; and no abstention.

10. HUMAN RESOURCES

10.01 Information regarding Resignations

There was consensus from the Board to accept the resignations as submitted.

11. CONSENT CALENDAR

Trustee Andrés Quintero asked to pull *Agenda Item 11.03 Contracts for Professional Services-Firms* for separate discussion.

Clerk Dolores Marquez-Frausto asked to pull the following *Agenda Items* for separate discussion:

11.11 *Out of State Travel, PBIS Northwestern Conference, Portland, OR, February 27-March 1, 2019 for Sandra Rivera & Nereida Astorga*

11.13 *Out of State Travel, PBIS Northwestern Conference, Portland, OR, February 27-March 1, 2019, for Ana Gonzalez*

11.14 *Out of State Travel, PBIS Northwestern Conference, Portland, OR, February 27-March 1, 2019, for Evelyn Loughran, Julio Villalobos, George Kleidon, Ariana Arenas, and Juan Flores*

MOTION #06-17 by Trustee Andrés Quintero to accept and approve the Consent Calendar as amended. MOTION #06-17 was seconded by Trustee Karen Martinez.

MOTION #06-17 carried with a vote of 5 in favor; 0 opposition; 0 absent; and no abstention.

11.03 Contracts for Professional Services-Firms

Trustee Andrés Quintero asked to pull this item to discuss the Southwest Key Programs, Inc. Contract submitted by Student Services. He commented there was an issue with this contract that needed additional information. The Board had discussion on this item.

Public Comment:

- 1) Flor DeLeon – Community member, commented she also had a concern with this group mentoring program.

MOTION #06-18 by Trustee Andrés Quintero to approve the Professional Services-Firms except the Southwest Key Programs, Inc. Contract until the Board received additional information. MOTION #06-18 was seconded by Clerk Dolores Marquez-Frausto.

11. CONSENT CALENDAR *(continued)*

11.03 Contracts for Professional Services-Firms

MOTION #06-18 carried with a vote of 5 in favor; 0 opposition; 0 absent; and no abstention.

11.11 Out of State Travel, PBIS Northwestern Conference, Portland, OR, February 27-March 1, 2019 for Sandra Rivera & Nereida Astorga

11.13 Out of State Travel, PBIS Northwestern Conference, Portland, OR, February 27-March 1, 2019, for Ana Gonzalez

11.14 Out of State Travel, PBIS Northwestern Conference, Portland, OR, February 27-March 1, 2019, for Evelyn Loughran, Julio Villalobos, George Kleidon, Ariana Arenas, and Juan Flores

The Board was in consensus to discuss all three agenda items together since they were related.

Clerk Dolores Marquez-Frausto asked administration why did all three travel forms have different fundings.

Assistant Superintendent Rene Sanchez explained the reason for the different fundings.

The Board had discussion on these agenda items.

MOTION #06-19 by Trustee Andrés Quintero to accept and approve Agenda Items 11.11, 11.13, and 11.14 (listed above) as presented. MOTION #06-19 was seconded by Clerk Dolores Marquez-Frausto.

MOTION #06-19 carried with a vote of 5 in favor; 0 opposition; 0 absent; and no abstention.

12. FUTURE BOARD AGENDA REQUESTS

12.01 Requests from Board of Trustees and/or from the Board

There were no requests made at this time.

13. ADJOURNMENT

13.01 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 11:04 p.m.

Respectfully submitted,

Dolores Marquez-Frausto
Board Clerk

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: CONTRACTS FOR PROFESSIONAL SERVICES – FIRMS/ORGANIZATIONS

Staff Analysis:

The following contracts for professional services are being presented to the Board of Trustees for review and approval.

Recommendation:

Staff recommends approval of the following contracts for professional services on the attached sheets. Contract details are on file in the Purchasing Office.

Prepared by: Maria Martinez *m.m.* Title: Procurement Manager

Approved by: Kolvira Chheng *K* Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Recommend Approval

Meeting: January 17, 2019

Regular Board Meeting

12.02
Agenda Placement

H. 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
January 17, 2019 Board Meeting**

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

<u>DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONSULTANT NAME</u>	<u>COST & FUNDING</u>	<u>PURPOSE</u>
George School Tara Bickford	01/18/19 – 06/30/19	Community Matters	Grant	Alcohol, Tobacco, and Other Drugs (ATOD) Peer to Peer Prevention Training Funding: Grant
Lyndale Paula Alli	01/23/19- 04/04/19	The Tabard Theatre Company	\$3,585.00	After school theatre classes two days a week for ten weeks for 2-5 graders Funding: Restricted
Ryan Raquel Katz	03/27/19- 03/27/19	Mobile Ed Productions, Inc.	\$895.00	Sky Dome planetarium program and set up for five sessions Funding: Restricted
Academic Services Jason Sorich	01/18/19- 06/30/19	Springboard Collaborative	\$74,250.00	After-School literacy intervention program for 135 students at Painter, McCollam, E.S. and Aptitud Academy Funding: Restricted
Maintenance Daniel Flores	01/01/19- 06/30/19	Syserco, Inc.	\$2,166.00	Syserco to subcontract a Trane controls/mechanical systems specialist to diagnose the Trane unit AC-B1 in the multipurpose room at San Antonio E.S. Funding: Restricted
Special Education Jean Gallagher	07/01/18 – 06/30/19	Allette M.C. Brooks dba: Autism Workshops	\$3,500.00	Contract Increase: Original Contract amount \$34,000. New Contract amount \$37,750.00 for observation consulting, training of autism programs Funding: Sp Ed
Special Education Jean Gallagher	12/14/18 – 07/31/19	Haynes Family of Programs-S.T.A.R. Academy	\$5,100.00	Tutoring services through non- public agency for student with disability's Funding: Sp Ed

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Special Education Jean Gallagher	07/01/18 – 06/30/19	Vista Center for the Blind And Visually Impaired	\$11,375.00	Contract Increase: Original Contract amount \$12,750. New Contract amount \$24,125. for services being provided for a visually impaired student per their IEP Funding: Sp Ed
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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Joseph George Middle School (School/Dept.) VENDOR NO. _____

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: Community Matters

Address: PO Box 14816 City: San Jose State: CA Zip: 95402

Phone: (707) 823-6159 Email Address: na

SSN: na or Fed I.D. #: 68-0369720

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date January 18, 2019 end date June 30, 2019

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:

Organization will provide training to a select group of students around skills and strategies to deal with bullying and other peer influences that middle schoolers deal with. The organization will provide training and follow up support for students and staff. Select staff members will be trained to check in with students and will be provided a stipend from the organization to do so.

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

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

X b. **Other:** \$ 0 (describe rate agreement) grant funded by organization

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



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Lyndale Elementary (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Paula Alli

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: The Tabard Theatre Company

Address: 29 N. San Pedro St City: San Jose State: CA Zip: 95110

Phone: (408) 679-2330 Email Address: www.tabardtheatre.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date January 23, 2019 end date April 4, 2019

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:

After school Theatre classes at Lyndale Elementary School. Classes taught for two sessions (grades:2-3 and 4-5) two days a week for 10 weeks.

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:** \$ 3,585.00 (describe rate agreement) one lump sum payment

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
06	030	1190	5815	\$3,585.00		

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



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Ryan Elementay (School/Dept.) VENDOR NO. 15919

PROGRAM MANAGER: Raquel Katz

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: MobileEdProductions Inc

Address: 26018 West Seven Mile Rd City: Redford State: MI Zip: 48240

Phone: (313) 533-4455 Email Address: mobileedproductions.com

SSN: _____ or Fed I.D. #: 38-2463141

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 03/27/2019 end date 03/27/2019

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:

5 sessions of the SkyDome Planetarium will be provided to students TK -5th grade .

Students will be introduced to a "star-filled sky" while learning about our planets as well as

mythological characters that can be found in or stars today.

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:** \$ 895.00 (describe rate agreement) 447.50 Deposit and remainder due day of
sessions 3/27/2019

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
06	100	21100	8699	895.00		

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



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
FROM: Academic Services (School/Dept.) VENDOR NO. 22493
PROGRAM MANAGER: Jason Sorich

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

Name of Individual/Company: Springboard Collaborative
Address: 2 Penn Center, Ste. 1315 City: Philadelphia State: PA Zip: 19102
Phone: (908) 902-7833 1500 JFK Blvd. Email Address: _____
SSN: _____ or Fed I.D. #: 45-3719806

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date January 18, 2019 end date June 30, 2019
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:

After-School literacy intervention program for 135 students at Painter, McCollam
Elementary Schools and Aptitud Academy @ Goss.

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:** \$74,250.00 (describe rate agreement) 135 students @ \$550 per student

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
06	360	1190/0	5815	\$74,250.00	Title I	

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 UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
 FROM: MOT (School/Dept.) VENDOR NO. 14438
 PROGRAM MANAGER: Dan Flores

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

Name of Individual/Company: Syserco, Inc.
 Address: 215 Fourier Ave City: Fremont State: CA Zip: 94539
 Phone: () Email Address: _____
 SSN: _____ or Fed I.D. #: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date January 1, 2019 end date June 30, 2019
 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:

Syserco to subcontract a Trane controls/mechanical systems specialist to diagnose the issue on the Trane unit AC-B1 in the multipurpose room at 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.

X b. **Other:** \$ 2,166.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
05	450	8130-0	5815	\$2,166.00		<i>[Signature]</i>

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 UNION ELEMENTARY SCHOOL DISTRICT

Purchasing FB
12/21/18

PURCHASE ORDER / CONTRACT ADJUSTMENT

2018 DEC 20 PM 2:31
BUSINESS OFFICE
RECEIVED

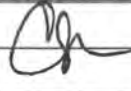
P.O. No. _____ Contract No. C1819080 Contract Original Amount: \$30,000
Vendor Name: Alette Brooks Vendor No. 20767

Please check:

- ☐ Cancel P.O. / Contract
☐ Change Item No.: _____
☐ Increase Amount Line Item No.: _____
☐ Decrease Amount Line Item No.: _____
☐ Add Line No.: _____
☐ Delete Line No.: _____
☐ Change org key/object code to: _____
☐ Change Vendor No. to: _____
☐ Add Freight: \$ _____
☐ Add Tax: _____ %
☐ Disencumber
☐ Change Order No.: _____
☐ Other _____

CONTRACTS ONLY

Change Orders:
Contracts Original Amount \$30,000
Change Order #: 1 \$3,500
Change Order #: _____ \$ _____
Change Order #: _____ \$ _____
New Contract Total \$33,500
(including Change Orders)

Line #	FUND	LOCATION	PROGRAM	ACCOUNT	\$ AMOUNT	Accountant Signature & Date
1	08	380	6512-R	5815	+3,500	 12/20/18

Reason for Adjustment: Observation, consulting, training of autism programs.

School/Dept.: <u>Special Education</u>	Requested by: <u>LeAnne Depew</u>
Approval: _____ (for Contracts Only) 	Assistant Superintendent of Business Services
	Program Manager
	Purchasing Manager
Date Requested: _____	Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of \$15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
 FROM: Special Education Department (School/Dept) VENDOR NO. 22277
 PROGRAM MANAGER: Jean Gallagher

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: Haynes Family of Programs – S.T.A.R. Academy
 Address: P.O. Box 400 City: La Verne State: CA Zip: 91750
 Phone: (909) 833-7187 Email Address: jmaceda@leroyhaynes.org
 SSN: _____ or Fed I.D. #: 95-1506150

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date December 14, 2018 end date July 31, 2019
 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:

Tutoring services through non public agency (NPA) in academic areas (ELA, Math) for student with a disability

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:** \$85.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of 60 hrs hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
08	380	1820	5815	5,100		

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 UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT ADJUSTMENT

P.O. No. _____ Contract No. C1819048 Contract Original Amount: \$ 4,000

Vendor Name: Vista Center for the Blind and Visually Impaired Vendor No. 21032

Please check:

- ☐ Cancel P.O. / Contract
☐ Change Item No.: _____
☐ Increase Amount Line Item No.: _____
☐ Decrease Amount Line Item No.: _____
☐ Add Line No.: _____
☐ Delete Line No.: _____
☐ Change org key/object code to: _____
☐ Change Vendor No. to: _____
☐ Add Freight: \$ _____
☐ Add Tax: _____ %
☐ Disencumber
☐ Change Order No.: _____
☐ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	\$ <u>4,000</u>
Change Order #: <u>1</u>	\$ <u>8,750</u>
Change Order #: <u>2</u>	\$ <u>11,375</u>
Change Order #: _____	\$ _____
New Contract Total (including Change Orders)	\$ <u>24,125</u>

Line #	FUND	LOCATION	PROGRAM	ACCOUNT	\$ AMOUNT	Accountant Signature & Date
1	08	380	1820-H	5815	+11,375	

Reason for Adjustment: Orientation and Mobility services for student with visually impaired services per the students' IEP.

School/Dept. <u>Special Education Department</u>	Requested by: <u>LeAnne Depew</u>
Approval: _____ <i>(for Contracts Only)</i> <u>[Signature]</u>	Assistant Superintendent of Business Services
	Program Manager
	Purchasing Manager
Date Requested: _____	Date Entered: _____ Entered By: _____

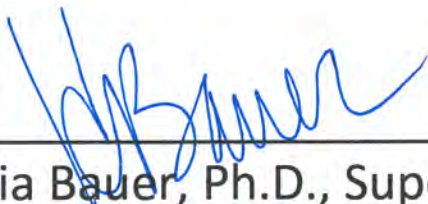
(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of \$15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

DISCLAIMER

**January 17, 2019
Regular Board Meeting**

**CONSENT CALENDAR
Agenda Item 12.03
Southwest Key Programs, Inc. Contract**

Agenda Item 12.03 was placed on the agenda by the Board for review and consideration. Superintendent Hilaria Bauer and staff do not recommend approval of the Southwest Key Programs, Inc.



Hilaria Bauer, Ph.D., Superintendent

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

12.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees:

Date: January 11, 2019

Subject: **Southwest Key Programs, Inc. Contract**

Staff Analysis: Agenda Item 12.03 was placed on the Agenda by the Board for review and consideration. Superintendent Hilaria Bauer and staff do not recommend approval of the Southwest Key Programs, Inc. This agenda item was moved to this meeting as per a request from a Trustee.

Funding: N/A

Recommendation: The Board requests this contract to be placed on the agenda for review and consideration.

Submitted by: Alum Rock Union Elementary School District Board of Trustees

To the Board of Trustees:

Meeting: January 17, 2019
Regular Board Meeting

12.03
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved _____ Tabled _____

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT****INDEPENDENT CONTRACTOR AGREEMENT**TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Student Services (School/Dept.)

VENDOR NO. _____

PROGRAM MANAGER: _____

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

Name of Individual/Company: Southwest Key Programs Inc.Address: 6322 Sovereign Suite 262 City: San Antonio State: TX Zip: 78229Phone: (210) 349-8957 Email Address: _____SSN: _____ or Fed I.D. #: 74-2481167**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** start date December 14, 2018 end date June 30, 2019

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:

Southwest Key Program will offer group mentoring at the following sites: Fischer, Mathson, Renaissance at Fischer and Renaissance at Mathson. All ARUSD sites may refer to the one-on-one mentoring program facilitated by Southwest Keys.

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

a. **Fee Rate:** \$ 0 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

b. **Other:** \$ 0 (describe rate agreement) No Cost to District

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

Southwest Key Programs Inc.

Youth Mentoring Program

Description of Services:

The Southwest Key Youth Mentoring Program (YM) will provide mentoring services for system-involved youth, and/or youth who are identified as at-risk or high risk for involvement in the juvenile justice system between the ages of 10 to 17 years old.

Our program offers youth mentoring through a combination of one on one and group mentoring approaches. For the purposes of this MOU with Alum Rock Union Elementary School District, a group mentoring format will be implemented using evidenced informed curriculums and strategies. The YM program will use evidence-based practices within the six core standards of practice as identified by the National Mentoring Center. The six core standards ensure that the youth mentoring program follows certain protocols as it relates to recruiting, screening, training, matching, support, and retention for mentoring programs. Our program is also accredited by the Council on Accreditation.

Our goals are to 1) decrease risk factors leading to delinquency, aggression, and problem behaviors; 2) increase protective factors leading to resiliency; and 3) support positive change in youth behavior.

Our program also offers case management services and referrals and linkages to families as needed. In addition, outside of the group mentoring in the school, we also offer structured group outings for recreation, social skills enhancement, civic and community engagement, and pro-social development.

We are available to conduct multiple groups per day during school hours at four selected middle school sites.

Group Mentoring logistics:

1. A group of 8-10 students to participate in weekly groups, once a week for a duration of up to one hour for the academic school year. The program is a 9-12 month program.
2. A classroom or space will be needed to facilitate the groups.
3. We are available to facilitate multiple groups per week with different sets of students.

One-on-One Mentoring logistics:

1. If a group mentored youth is determined by staff to be in need of one-on-one mentoring, staff may make the efforts to try and match the student with an outside volunteer mentor in addition to the group mentoring services being served.
2. Volunteer mentors are vetted and must pass a background check.
3. The expectation for this type of mentoring is meeting once a week for up to one hour with the assigned mentor.
4. This relationship is a 9-12 month period in accordance with best practices.

Cost:

The Southwest Key Youth Mentoring Program has grant funding from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) to provide youth mentoring services in 5 different states. Santa Clara County, California is one of the target areas in this grant. The other target areas include: Atlanta, Georgia; Austin, Texas; Buffalo, New York; and Milwaukee, Wisconsin. Since this is a grant, there is no cost to the school district nor to any students or families receiving mentoring services.

Duration of Services:

We will provide services through September 30, 2019, to selected middle school sites.

Sustainability:

We intend to seek funding through federal and state entities as well as public and private foundations to sustain the program in the future.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue
San Jose, CA 95127

12.04

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 of Understanding as summarized on the sheet dated January 17, 2019.

Recommendation:

Staff recommends acceptance of this memorandum of understanding.

Prepared by: Maria Martinez m.m. Title: Procurement Manager
Approved by: Kolvira Chheng K Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Recommend Approval

12.04

Agenda Placement

Meeting: January 17, 2019

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
January 17, 2019 Board Meeting**

MEMORANDUMS OF UNDERSTANDING

<u>SCHOOL / DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONSULTANT NAME</u>	<u>COST</u>	<u>PURPOSE</u>
State & Federal Sandra Garcia	01/02/19- 06/30/19	Santa Clara County Office of Education – Migrant Education -Region 1	No Cost	Provide ARUSD support with supplemental services such as outreach to students and families with participation of school services and after school interventions, parent meetings & workshops. Funding: N/A



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: _____

State & Federal (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☒ **MOU** (negotiated Agreement)

☐ 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 - Migrant Education - Region 1

Address: 1290 Ridder Park Drive City: San Jose State: CA Zip: 95131

Phone: 408 453-6770 Email: _____

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates January 02, 2019 end date June 30, 2019

CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

SCCOE Regional Migrant Program will support Alum Rock with supplemental services such as outreach to students and families and with participation of school services including before after school interventions, parent meetings & workshops.

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:** \$ _____

Describe other related costs: _____

BUDGET CODE: "NO COST"

Accountant Initials _____

Accountant Initials _____

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Site/Department Administrator: [Signature] Date: 1/9/19

Director of Fiscal Services: [Signature] Date: 1/9/19

Asst. Supt., of Business Services: [Signature] Date: 1/10/19

Superintendent: _____ Date: _____

12.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION


To the Board of Trustees:

Date: December 17, 2018

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated January 17, 2019.

Recommendation: Staff recommends approval for acceptance of these donations.

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

To the Board of Trustees:

Meeting: January 17, 2019
 Regular Board Meeting

Recommend Approval

12.05
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ACCEPTANCE OF DONATIONS

<u>DONOR NAME</u>	<u>DESCRIPTION OR PURPOSE</u>	<u>ESTIMATED VALUE</u>	<u>RECEIVING SCHOOL OR DEPARTMENT</u>
Warehouse Department	Materials & Supplies	\$ 85.00	ARUESD-Family Winter Luncheon
Synopsys	Materials & Supplies	\$ 2,432.64	ARUESD-Family Winter Luncheon
Alum Rock Admin. Assoc. (ARAA)	Materials & Supplies	\$ 200.00	ARUESD-Family Winter Luncheon
Alum Rock Educator's Assoc. (AREA)	Materials & Supplies	\$ 250.00	ARUESD-Family Winter Luncheon
Philanthropic Ventures Foundation	Materials & Supplies	\$ 500.00	Adelante Academy
Benevity Community Impact Funds	Materials & Supplies	\$ 100.00	Adelante Academy
Special Olympics	Materials & Supplies	\$ 625.00	Aptitud Academy
Lifetouch	Materials & Supplies	\$ 176.75	Aptitud Academy
Environmental Volunteers	Materials & Supplies	\$ 500.00	Hubbard Elementary
Lifetouch	Materials & Supplies	\$ 273.00	Cassell Elementary
Ms. Maria Lima	Materials & Supplies	\$ 46.39	Chavez Elementary
Philanthropic Ventures Foundation	Materials & Supplies	\$ 1,000.00	Chavez Elementary
Shoparoo	Materials & Supplies	\$ 74.38	Chavez Elementary
Benevity Community Impact Funds	Materials & Supplies	\$ 120.00	Chavez Elementary
eScrip	Materials & Supplies	\$ 273.11	Cureton Elementary
TTM Technologies	Materials & Supplies	\$ 2,375.00 1 3-D Printer	Dorsa Elementary
Parent Contribution	Materials & Supplies	\$ 620.00	Linda Vista Elementary
Lifetouch	Materials & Supplies	\$ 513.20	Linda Vista Elementary
Lifetouch	Materials & Supplies	\$ 230.41	Lyndale Elementary
Lifetouch	Materials & Supplies	\$ 59.10	Mathson Middle
Lifetouch	Materials & Supplies	\$ 343.11	Meyer Elementary
Foothill-DeAnza Colleges Foundation	Materials & Supplies	\$ 1,820.00	Ocala STEAM Academy
Parent Contribution	Materials & Supplies	\$ 840.00	Ocala STEAM Academy
Lifetouch	Materials & Supplies	\$ 113.10	Painter Elementary
Lifetouch	Materials & Supplies	\$ 201.94	Russo/McEntee Academy
PG&E	Materials & Supplies	\$ 120.00	Ryan Elementary
Philanthropic Ventures Foundation	Materials & Supplies	\$ 106.00	Ryan Elementary
Humane Society Silicon Valley	Materials & Supplies	\$ 257.20	San Antonio Elementary
Lifetouch	Materials & Supplies	\$ 157.29	San Antonio Elementary

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION


To the Board of Trustees:

Date: December 17, 2018

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated January 17, 2019.

Recommendation: Staff recommends approval of these fundraising event requests.

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

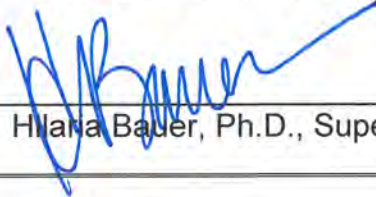
To the Board of Trustees:

Meeting: January 17, 2019
 Regular Board Meeting

Recommend Approval

12.06

Agenda Placement



Hilana 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>
Adelante Academy	Valentine's Grams' Sales	PTA	02/04/19-02/14/19
Adelante Academy	Holiday Grams' Sales	PTA	12/20/18-12/21/18
Adelante Academy	Book Fair Sales	PTA	12/10/18-12/14/18
Aptitud Academy	Cookie Dough Sales	PTA	01/21/19-02/08/19
Aptitud Academy	Movie Night Sales	PTA	01/17/19-01/17/19
Aptitud Academy	Chuck E Cheese Family Night Sales	ASB	03/15/19-03/15/19
Arbuckle Elementary	Chocolate Sales	PTO	01/25/19-02/15/19
Arbuckle Elementary	Winter Show Sales	PTO	12/20/18-12/20/18
Arbuckle Elementary	Popcorn Sales	PTO	04/03/19-04/17/19
Fischer Middle	Contributions to the ASB Account	ASB	12/01/18-06/15/19
Fischer Middle	Jamba Juice Sales	ASB	01/01/19-06/30/19
Linda Vista Elementary	Valentine's Grams' Sales	PTA	02/04/19-02/12/19
Linda Vista Elementary	Walk-a-Thon Sales	PTA	05/31/19-05/31/19
Linda Vista Elementary	Easter Lily Sales	PTA	03/18/19-03/25/19
Linda Vista Elementary	Catalog Sales	PTA	04/01/19-04/12/19
Linda Vista Elementary	Candy Bar Sales	PTA	01/18/19-06/12/19
LUCHA	Chocolate Sales	PTA	01/22/19-02/15/19
Mathson Middle	SNAP Online Sales	ASB	01/18/19-02/14/19
Mathson Middle	Winter Dance Sales	ASB	12/14/18-12/14/18
Mathson Middle	Popcorn Sales	ASB	12/17/18-01/25/19
Meyer Elementary	Catalog Sales	ASB	01/28/19-01/28/19
Russo/McEntee Academy	Photos for Christmas Sales	ASB	02/01/19-02/28/19

12.07

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:


January 7, 2019

Subject: Vendor & Payroll Warrants

Staff Analysis: Summary of Vendor and Payroll Warrants issued during December month of Fiscal Year 2018/2019.

Total of vendor warrants	\$	8,256,473.06
Total of payroll warrants	\$	4,735,791.63
Total	\$	13,025,872.09

Recommendation: Staff recommends approval of the Vendor & Payroll Warrants for the month of December 2018.

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

To the Board of Trustees:

Meeting: January 17, 2019
Regular Board Meeting

Recommend Approval

12.07
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

December 2018

	<u>VENDOR WARRANTS</u>	<u>AMOUNT</u>
Fund		
03,05,06,08	General Fund (Incl Payroll A/P)	\$4,800,252.59
12	Child Development Fund	\$55,330.23
13	Cafeteria Fund	\$354,354.34
14	Deferred Maintenance Fund	\$0.00
21	Building Fund	\$526.45
25	Capital Facilities Fund	\$0.00
35	County School Facility Fund	\$0.00
40	Special Reserve for Capital Outlay Fund	\$0.00
67	Health and Welfare	\$1,320,685.37
68	Worker's Comp	\$1,725,324.08
	Subtotal	<u>\$8,256,473.06</u>
95	Student Body Fund	\$33,607.40
	Total Vendor Warrants	<u>\$8,290,080.46</u>

PAYROLL WARRANTS

10th of the month	\$371,307.51
EOM Payroll	\$4,360,843.61
Vacation Pay Out	\$0.00
Manual Checks	\$6,067.16
Void Checks	(\$2,426.65)
Total Payroll Warrants	<u>\$4,735,791.63</u>
Grand Total All Warrants	<u>\$13,025,872.09</u>

	From	To
AP Warrants used #	144871	- 145401
AP Direct Deposit Stub Used #	V1011285	- V1011291
Payroll Direct Deposit Pay Stub used #	V60290775	- V60292218
Payroll Checks used #	10120654	- 10120809

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees:

January 7, 2019

Subject: **Enrollment/Attendance Report for Month 4
(November 12, 2018 thru December 7, 2018)**

Staff Analysis: The Enrollment/Attendance Report for the attendance December 7, 2018 provides information on how many students are enrolled at each school and what percent attended class. This report captures our ADA percentages for the first seven months of the school year. It establishes our Local Control Funding Formula (LCFF) for 2018/2019 school year.


Month 4


December 7, 2018

Regular Ed & SDC ADA

94.66%

Recommendation: Staff recommends acceptance of this month's Enrollment/Attendance Report.

Submitted by: Doug Durham  Title: Student Data Coordinator

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

To the Board of Trustees:

Meeting: January 17, 2019
Regular Board Meeting

Recommend Approval

12.08

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Enrollment/ADA 2018-2019

[illegible][illegible]

Total	9765	96.77	9803	96.55	9821	95.80	9819	94.66	0	0	0	0	0	0
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12.09

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: December 17, 2018

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

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

The Santa Clara County Office of Education requires that the District submit a Quarterly Report on Williams Uniform Complaints for all ARUSD school sites. The complaints could be in the areas of insufficient textbooks, teacher vacancy or poor conditions of facilities. During October 1, 2018 to December 31, 2018, there were no complaints.

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

Submitted by: Sandra Garcia

Title: Director of State & Federal Programs

Approved by: Rene Sanchez *RS*

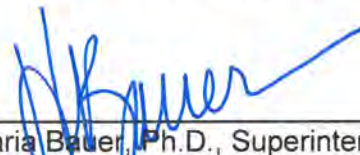
Title: Assistant Superintendent of Instructional Services

To the Board of Trustees:

Meeting: January 17, 2019
Regular Board Meeting

Recommend Approval

12.09
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Academic School Year 2018-2019
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

District: Alum Rock Union Elementary School District

Person completing this form: Sandra Garcia

Title: Dir. State&Federal Dept

Quarterly Report Submission Date:

(Please check one)

- ☐ Jul 1 – Sep 30, 2018 (due Oct 27, 2018)
☒ Oct 1 – Dec 31, 2018 (due Jan 27, 2019)
☐ Jan 1 – Mar 31, 2019 (due Apr 27, 2019)
☐ Apr 1 – Jun 30, 2019 (due Jul 27, 2019)

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

Please check the box that applies:

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

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

Print Name of District Superintendent

Signature of District Superintendent

Date

Please scan the original signed copy and email to: Santa Clara County Office of
Education Educational Services Branch
PeggyStull, peggy_stull@sccoe.org

12.10

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION


To the Board of Trustees:

Date: December 14, 2018

Subject: **Resolution NO. 14 – 18/19**
Approval of District's Annual Authorized Signatures
to be Submitted to the Santa Clara County Office of Education
(SCCOE)

Staff Analysis: To update authorized signatures to carry out district business matters.

Recommendation: Staff recommends the Board of Trustees approve Resolution NO. 14 – 18/19 Annual Authorized Signatures to be submitted to the SCCOE.

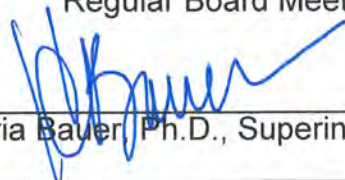
Approved by: Kolvira Chheng  Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: January 17, 2019
 Regular Board Meeting

Recommend Approval

12.10
Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

**AUTHORIZED SIGNATURES
RESOLUTION NO. 14 – 18/19**

BOARD OF TRUSTEES

WHEREAS, Education Code Section 42641 provides that the Board of Trustees may issue payroll orders to be drawn for the payment of salaries and wages of employees; and

WHEREAS, Education Section 42633 requires the Board of Trustees to file with the County Superintendent of Schools verified signatures of all persons authorized to sign orders in its name.

NOW, THEREFORE, BE IT RESOLVED that the

Alum Rock Union Elementary School District's Board of Trustees authorizes and empowers any of the following to sign any and all orders in the name of said district drawn on the funds of said district.

PASSED AND ADOPTED by the Board of Trustees of the

Alum Rock Union Elementary School District this 17th day of January, 2019
by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Linda Chavez, President of the Board of Trustees of the Alum Rock Union Elementary School District of Santa Clara County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the Board at a meeting thereof held at its regular place of meeting on the date shown above and by the vote above stated, which resolution is on file in the office of said Board.

Signed _____

AUTHORIZED SIGNATURES

Alum Rock Union Elementary School District

TO: County Superintendent of Schools

In accordance with the provisions of Sections 42633 and 42641, of the Trustees Code of California, any of the following persons have been duly authorized to sign orders drawn upon the funds of said school district dated January 17, 2019.

By Order of the Governing Board

Signature _____

Title

[illegible]

12.11

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: January 29, 2018

Subject: **Resolution NO. 15-18/19**
 Approval of District's Annual Authorized Signatures
 (Bank Deposits)

Staff Analysis: To update authorized signatures to carry out district business matters.

Recommendation: Staff recommends the Board of Trustees approve Resolution NO. 15-18/19 Annual Authorized Signatures (Bank Deposits).

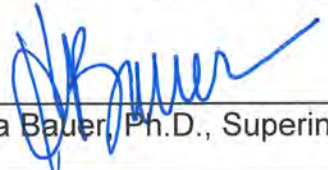
Approved by: Kolvira Chheng  Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: January 17, 2019
 Regular Board Meeting

Recommend Approval

12.11
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

RESOLUTION NO. 15-18/19 (page 1 of 5 pages)

(Transmittal of Funds)

BE IT RESOLVED by the Board of Trustees' of the Alum Rock Union Elementary School District and hereby ordered that:

Any two of the following persons:

**HILARIA BAUER
SUPERINTENDENT**

**KOLVIRA CHHENG
ASSISTANT SUPERINTENDENT
BUSINESS SERVICES**

**EFRAIN ROBLES
DIRECTOR
FISCAL SERVICES**

**TERESA LANGNER
ADMINISTRATOR
FISCAL SERVICES**

be authorized to sign checks drawn on the General Fund Deposit accounts in the Wells Fargo Bank and Bank of America, San Jose Branches, for payment to Santa Clara for the purpose of transmitting District funds.

Hilaria Bauer
Superintendent

Kolvira Chheng
Assistant Superintendent,
Business Services

Efrain Robles
Director,
Fiscal Services

Teresa Langner
Administrator,
Fiscal Services

PASSED AND ADOPTED this 17th day of January 2019 by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California, by the following vote:

AYES:

NOES:

ABSENT:

Clerk of the Board

Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 15-18/19 (page 2 of 5 pages)

(Deposits - Collections)

BE IT RESOLVED by the Board of Trustees' of the Alum Rock Union Elementary School District and hereby ordered that:

The Superintendent of Schools of the Alum Rock Union Elementary School District be authorized to make deposits of collections received by this District, prepare deposit permits for such collections, and make statements under oath in connection there with required by Section 26901 of the Government Code.

IT IS FUTHER RESOLVED AND HEREBY ORDERED that the following persons:

**HILARIA BAUER
SUPERINTENDENT**

**KOLVIRA CHHENG
ASSISTANT SUPERINTENDENT
BUSINESS SERVICES**

**EFRAIN ROBLES
DIRECTOR
FISCAL SERVICES**

**TERESA LANGNER
ADMINISTRATOR
FISCAL SERVICES**

are authorized to sign the collection received advice certificate requesting County Superintendent to prepare deposit permits for the District.

Hilaria Bauer
Superintendent

Kolvira Chheng
Assistant Superintendent,
Business Services

Efrain Robles
Director,
Fiscal Services

Teresa Langner
Administrator,
Fiscal Services

PASSED AND ADOPTED this 17th day of January 2019 by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California, by the following vote:

AYES:

NOES:

ABSENT:

Clerk of the Board

Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 15-18/19 (page 3 of 5 pages)

(Revolving Cash Accounts)

BE IT RESOLVED by the Board of Trustees' of the Alum Rock Union Elementary School District and hereby ordered that:

**HILARIA BAUER
SUPERINTENDENT**

**KOLVIRA CHHENG
ASSISTANT SUPERINTENDENT
BUSINESS SERVICES**

**EFRAIN ROBLES
DIRECTOR
FISCAL SERVICES**

**TERESA LANGNER
ADMINISTRATOR
FISCAL SERVICES**

are authorized to sign with such expenditures to be ratified by the Board of Trustees at least once a month.

Hilaria Bauer
Superintendent

Kolvira Chheng
Assistant Superintendent,
Business Services

Efrain Robles
Director,
Fiscal Services

Teresa Langner
Administrator,
Fiscal Services

PASSED AND ADOPTED this 17th day of January 2019 by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California, by the following vote:

AYES:

NOES:

ABSENT:

Clerk of the Board

Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 15-18/19 (page 4 of 5 pages)

(Purchase Order and Contract Signatures)

BE IT RESOLVED by the Board of Trustees' of the Alum Rock Union Elementary School District and hereby ordered that:

**KOLVIRA CHHENG
ASSISTANT SUPERINTENDENT,
BUSINESS SERVICES**

**EFRAIN ROBLES
DIRECTOR,
FISCAL SERVICES**

**MARIA J. MARTINEZ
PROCUREMENT MANAGER
PURCHASING DEPARTMENT**

**TERESA LANGNER
ADMINISTRATOR
FISCAL SERVICES**

be authorized to sign purchase orders and contracts of the Alum Rock Union Elementary School District that are duly approved or ratified by the Board of Trustees in its approval of regular monthly report expenditures.

PASSED AND ADOPTED this 17th day of January 2019 by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California, by the following vote:

AYES:

NOES:

ABSENT:

Clerk of the Board

Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 15-18/19 (page 5 of 5 pages)

(State Forms: OPSC/Grants)

BE IT RESOLVED by the Board of Trustees' of the Alum Rock Union Elementary School District and hereby ordered that:

Hilaria Bauer
Superintendent

Kolvira Chheng
Assistant Superintendent, Business Svcs.

be authorized to sign state forms from the State Allocation Board for the Office of Public School Construction, and other state and federal grant applications for the Alum Rock Union Elementary School District that are duly approved or ratified by the Board of Trustees.

PASSED AND ADOPTED this 17th day of January 2019 by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California, by the following vote:

AYES:

NOES:

ABSENT:

Clerk of the Board

Date

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

12.12

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: December 6, 2018

Subject:

Resolution No. 16-18/19

AFRICAN AMERICAN HISTORY MONTH

Alum Rock Union Elementary School District joins with the California State Board of Education in proclaiming the month of February, 2019, as "African American History Month".

Staff Analysis:

The California State Board of Education recognizes and proclaims the month of February, 2019, as "African American History Month" and encourages all educational communities to commemorate this time with appropriate instructional activities. In addition, schools are encouraged to celebrate the very special day of March 5th, Black American Day.

Recommendation:

Staff recommends approval of **Resolution No. 16-18/19**, African American History Month as presented.

Submitted by: Rene Sanchez *RS* Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: January 17, 2019
Regular Board Meeting

Recommend Approval

12.12

Agenda Placement

[Signature]
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 16-18/19
PROCLAIMING FEBRUARY, 2019
“AFRICAN AMERICAN HISTORY MONTH”

WHEREAS, African American descent helped develop our nation in countless ways;

WHEREAS, African American history reflects a determined spirit of perseverance and cultural pride in its struggle to share equally in the opportunities of a nation founded upon the principles of freedom and liberty for all people;

WHEREAS, African American citizens have participated in every American effort to secure, protect, and maintain the essence and substance of American democracy, as reflected by California Education Code Section 37221 (d) which establishes March 5th as Black American Day to commemorate the anniversary of the death of Crispus Attucks, the first African American martyr of the Boston Massacre;

WHEREAS, the Alum Rock Union Elementary School District and the California State Board of Education recognize in its Policy Statement on Multicultural Education that each student needs an opportunity to understand the common humanity underlying all people; to develop pride in his or her own identity and heritage; and to understand, respect, and accept the identity and heritage of others;

WHEREAS, the history and contribution of African American citizens have been consistently overlooked, misinterpreted, and undervalued in the curriculum of public education institutions prior to the Civil Rights Act of 1964;

WHEREAS, the *History-Social Science Framework for California Public Schools, Kindergarten through Grade Twelve* states that the history curriculum of community, state, region, nation and world must reflect the experiences of men and women and of different racial, religious, and ethnic groups and must be integrated at every level; and

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District joins with the California State Board of Education in proclaiming the month of February, 2019, as African American History Month and encourages all educational communities to commemorate this occasion with appropriate instructional activities; and be it further

PASSED AND ADOPTED this 17th day of January, 2019, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Linda Chavez, President

Ernesto Bejarano, Vice-President

Dolores Marquéz - Frausto, Clerk

Andrés Quintero, Member

Vacant Position, 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 January 17, 2019.

Hilaria Bauer, Ph.D., Superintendent

Date

Resolution No. 16-18/19
PROCLAIMING FEBRUARY, 2019
"AFRICAN AMERICAN HISTORY MONTH"

WHEREAS, African American descent helped develop our nation in countless ways;

WHEREAS, African American history reflects a determined spirit of perseverance and cultural pride in its struggle to share equally in the opportunities of a nation founded upon the principles of freedom and liberty for all people;

WHEREAS, African American citizens have participated in every American effort to secure, protect, and maintain the essence and substance of American democracy, as reflected by California Education Code Section 37221 (d) which establishes March 5th as Black American Day to commemorate the anniversary of the death of Crispus Attucks, the first African American martyr of the Boston Massacre;

WHEREAS, the Alum Rock Union Elementary School District and the California State Board of Education recognize in its Policy Statement on Multicultural Education that each student needs an opportunity to understand the common humanity underlying all people; to develop pride in his or her own identity and heritage; and to understand, respect, and accept the identity and heritage of others;

WHEREAS, the history and contribution of African American citizens have been consistently overlooked, misinterpreted, and undervalued in the curriculum of public education institutions prior to the Civil Rights Act of 1964;

WHEREAS, the *History-Social Science Framework for California Public Schools, Kindergarten through Grade Twelve* states that the history curriculum of community, state, region, nation and world must reflect the experiences of men and women and of different racial, religious, and ethnic groups and must be integrated at every level; and

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District joins with the California State Board of Education in proclaiming the month of February, 2019, as African American History Month and encourages all educational communities to commemorate this occasion with appropriate instructional activities; and be it further

PASSED AND ADOPTED this 17th day of January, 2019, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

Ayes _____

Noes _____

Absent _____

Abstain _____

Board of Trustees:

Linda Chavez, President

Ernesto Bejarano, Vice-President

Dolores Marqu  z - Frausto, Clerk

Andr  s Quintero, 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 January 17, 2019.

Hilaria Bauer, Ph.D., Superintendent

Date

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

12.13

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Out of State Travel

**Innovating Education Summit
Fort Lauderdale, FL
April 3-5, 2019**

Summary:

The National Summit for Principal Supervisors is an annual event designed for K-12 Superintendents, District Leadership Staffs, Principal Supervisors and Aspiring Principal Supervisors from across the nation to engage in professional development opportunities that will improve the outcomes of school principals as a result of increased knowledge and skills of principal supervisors. Principal supervisors will be better equipped to support principals by further developing their own skills through professional development. The National Summit for Principal Supervisors has been designed to provide innovative and critical training for education leaders towards these ends. No cost.

Recommendation:

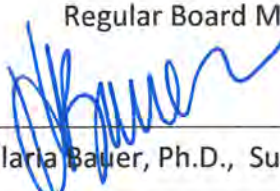
Staff recommends approval of out of state travel for Jason Sorich.

Submitted by: Jess Serna Title: Interim Assistant Superintendent,
Human Resources

To the Board of Trustees:
Recommend Approval

Meeting: January 17, 2019
Regular Board Meeting

12.13
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



RECEIVED DEC 19 2018

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**TRAVEL APPROVAL FORM**
Attach Supporting Document

Date of Request: 12/12/18 ☒ Conference/Workshop ☐ Field Trip ☒ Out of State
1. Program Manager / Principal Signature: Jason Sorich Dept. / School Site: Academic Svcs
2. Title of Conference / Meeting: Innovating Education Summit
3. Location: Fort Lauderdale City/State: Florida
4. Purpose: Presentation on School Support Model and Professional Development
5. Date (s) of Conference / Meetings: April 3-5, 2019
6. District Office Supervisor Approval: [Signature] Date: _____
7. Departure Date / Time: April 2, 2019 Hour: AM ☐ PM ☒
8. Return Date / Time: April 5, 2019 Hour: AM ☐ PM ☒
9. Human Resources:

Names(s) of Employees Attending	Sub?		Bilingual		Sub Request?: (Name)	Code Sub To:
	Yes	No	Yes	No		
Jason Sorich		✓				

Substitute: ☐ Available ☐ Unavailable ☐ No Sub Needed ☐ Sub Finder: _____
Remarks: _____
Human Resources Dept. Approval: ☐ Yes ☐ No _____
Asst. Superintendent of Human Resources _____ Date _____

10. SECTION BELOW MUST BE COMPLETED

Cost Description	Total Estimated Costs
Transportation	\$
Registration	No Cost
Lodging	
Meals	
Shuttle / Parking	
Other	
Total	\$

Attach Conference/Workshop/Meting Information, Registration Form(s), Quote(s)

11. Account Code: _____ Accountant Approval: _____
Approved by: _____
Purchasing _____ Superintendent Approval for All Out of State Travel _____

1. This form must be completed and submitted at least 60 days prior to the proposed trip.
2. Authorization – (yellow) – All approvals must be obtained BEFORE travel arrangements are made and requisition is entered.

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

12.14

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Out of State Travel

**National Association of School Psychologist (NASP) 2019 Annual Conference
Atlanta, GA
February 25 – March 1, 2019**

Summary:

An Alum Rock School Psychologist was accepted to present her research findings which focus on evaluating mental health needs of middle school students in the areas of depression, anxiety and substance abuse. Estimated cost \$3340.

Recommendation:

Staff recommends approval of out of state travel for Lee Pruett.

Submitted by: Jess Serna Title: Interim Assistant Superintendent,
Human Resources

To the Board of Trustees:
Recommend Approval

Meeting: January 17, 2019
Regular Board Meeting

12.14
Agenda Placement

Hilma Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

12/14

RECEIVED DEC 12 2018



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

TRAVEL APPROVAL FORM Attach Supporting Document

ACADEMIC SERVICE
DEC 18 10:27 AM

HUMAN RESOURCES
JAN 8 2019 PM 3:43

Date of Request: 11/20/18

1. Program Manager / Principal: Jean Gallagher Dept. / School Site: Sp Ed
2. Title of Conference / Meeting: National Association of School Psychologists Conference
3. Place: Hyatt Regency Atlanta, GA
4. Purpose: Mental Health presentations
5. Date (s) of Conference / Meetings: 2/25/19 - 3/1/19
6. Principal / Program Manager Approval: J Gallagher R.S Date: 11-20-18
7. Departure Date / Time: 2/25/19 Hour: AM ☐ PM ☒
8. Return Date / Time: 3/1/19 Hour: AM ☐ PM ☒
9. Human Resources:

Names(s) of Employees Attending	Sub?		Bilingual		Sub Request?: (Name)	Code Sub To:
	Yes	No	Yes	No		
<u>Lee Pruett</u>		<u>X</u>				

Substitute: ☐ Available ☐ Unavailable ☐ No Sub Needed
Remarks: _____
Human Resources Dept. Approval: ☐ Yes ☐ No
Asst. Superintendent of Human Resources _____ Date _____

10. Business Services:

Cost Description	Total Estimated Costs	Reimbursement Requested
Transportation	\$ <u>956.16</u>	\$
Registration		<u>104-</u>
Lodging	<u>1,818.92</u>	
Meals		<u>400-</u>
Shuttle / Parking		<u>60-</u>
Other		
Total	\$ <u>2,775.08</u>	\$ <u>564</u>

Attach Purchase Order(s), Invoice(s) and Registration Form(s).

11. Account Code: 08-380-6512-0-5200

Approved by: CRC 1/7/19 Date _____ Approved By: _____ Date _____
Business Services / Purchasing Superintendent

1. This form must be completed and submitted at least 60 days prior to the proposed trip.
2. Cash advance request, submit the completed form 60 days prior to cash advance due date.
3. The approved yellow travel approval copy will be returned to the originator. This authorization must be received by the originator before the trip begins.

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

12.15

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: January 9, 2019

Subject: Santa Clara County Office of Education
Amendment to Co-Op Pilot Preschool Program
Painter Elementary School

Staff Analysis: On October 11, 2018 the Board approved an agreement between The County Of Santa Clara, The Santa Clara County Office of Education and Alum Rock Union Elementary School District for Universal Access to Child Care. The County of Santa Clara's original financial obligation was \$91,500. In order to meet state licensing requirements and to expand the program from 15 children to 48 children served at Painter Elementary School, a second bathroom stall will need to be installed. The County of Santa Clara is committing to increase their financial obligation by \$20,000 for a maximum obligation of \$111,500.

Recommendation: Staff recommends the Board approve the Amendment to the original service agreement. The changes in this Amendment to the scope of work do not materially alter the intent and purpose of the MOU between the County of Santa Clara, Santa Clara County Office of Education, and the Alum Rock Union Elementary School District.

Submitted by: Dr. Dianna Ballesteros

Title: Director of Early Learning

Approved by: Rene Sanchez

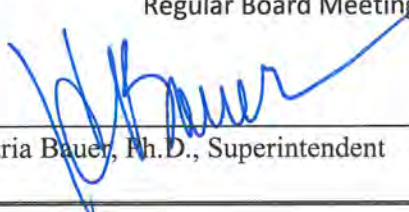
Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: January 17, 2019
Regular Board Meeting

Recommend Approval

12.15
Agenda Placement


Hilario 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 AVE, SAN JOSE, CA 95127-2398
Accts Payable: 408-928-6860
Purchasing: 408-928-6838
Fax: 408-928-6440

PURCHASE ORDER NO. C1819159

PAGE NO. 1

PO NUMBER MUST APPEAR ON ALL SHIPMENTS,
INVOICES, CORRESPONDENCE, SHIPPING SLIPS, ETC.

VENDOR
10547
SANTA CLARA COUNTY OFFICE OF
EDUCATION
1290 RIDDER PARK DRIVE
SAN JOSE CA 95131-2398

SHIP
DISTRICT WAREHOUSE
2930 GAY AVE.
SAN JOSE, CA 95127

TO
ATTN: EARLY LEARNING
purchasing@arUSD.org

ORDER DATE: 10/12/18		BUYER: FRANZIA BOZNOS		REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.: DR. DIANNA BALLESTEROS		DESC.:	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00		*****MEMORANDUM OF UNDERSTANDING***** PILOT A CO-OP PRESCHOOL PROGRAM FOR FAMILIES NOT ELIGIBLE FOR STATE SUBSIDIZED CARE OR ARE ON A WAITING LIST FOR STATE SUBSIDIZED CARE TERM: 08/15/18 - 12/31/19 BOARD APPROVAL OCTOBER 11, 2018	.0000	.00
02	1.00			.0000	.00
ACCOUNT			AMOUNT	PROJECT CODE	PAGE TOTAL \$
0306550700 5815			.00		.00
					TOTAL \$.00
INSTRUCTIONS TO VENDORS: 1. Invoices should be made in DUPLICATES and billed to to the Alum Rock District at the address shown above. 2. This purchase order can't be processed for payment until all articles are delivered, unless written permission is obtained. 3. The total amount of the purchase including tax and and transportation charges shall not exceed the amount shown by more than 10% unless written permission is obtained from the school district purchasing dept. 4. Make no substitutions unless specifically authorized in writing. 5. The number of purchase order must appear on all invoices, shipping papers and packages. 6. All articles must conform to the SAFETY CODES of State of California Div. of Safety. Send all MSDS reports with order. 7. Prepay all freight charges unless otherwise indicated. 8. No backorders.					

APPROVED BY

Marie Hatt



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Cost

Contracts/MOU/Agreements Checklist

Checklist **must** accompany all Contracts, MOU/Agreement packets. All listed items must be checked off and submitted with your Contract, MOU or Agreement in order for the Purchasing Dept. to accept the packet. Incomplete packets will not be accepted. **All contracts MUST be Board approved before work can begin.**

Completed Contracts, MOU's or Agreements must be submitted 30 days prior to Board Meetings.

INDEPENDENT CONTRACTS/MASTER CONTRACTS

- ☒ Form PUR-116 (except construction services)
 - completed form
 - signed by vendor & Principal/Program Manager
 - include budget code(s) if more than one budget being used
- ☒ Scope of work on vendors company letterhead include:
 - description of services
 - cost
 - duration of job
 - terms & conditions
- ☒ TB testing form PUR-117 (exhibit B) signed by vendor (if working around students)
- ☒ Finger printing form PUR-118 (exhibit C) signed by vendor (if working around students)
- ☒ Notice of Policy on Business Gifts and Conflicts of Interest PUR-119
- ☒ Certificate of Liability Insurance with full endorsements naming ARUSD as additional insurer (including sexual misconduct if working with students)
- ☒ If contract over \$5K attach a cabinet approval form PUR 121
- ☒ If contract over \$100K attach a cabinet approval form and submit a board ready memo PUR 122
- ☒ Current Company/Vendor W-9

PARTICIPANT ON MASTER CONTRACT (camp contracts, DJ's, coaches) (check with Purchasing to see if an existing Master Contract exists, if it does, you will only need the item listed below)

- ☐ Form PUR-123 Request for Contracted Services
 - completed form
 - signed by Principal/Program Manager
 - include budget code
 - scope of work on vendors company letterhead

MOU'S & OR AGREEMENTS

Normally an MOU is used when there's a zero cost to the District (**insure no in-kind cost, sub cost or any other indirect cost to district**) and or issued by a "Public Entity" (school, city, county, district). If organization is not a Public Entity a PUR-116 form may be needed depending on agreement language.

- ☐ Form PUR-123 (completed form)
- ☐ Negotiated agreement (on entities letterhead)
 - description of services
 - cost when cost is NOT zero
 - duration of job
 - terms & conditions

ARUESD
Board Approved

10/11/18

- ☐ TB testing form (exhibit B) PUR-117 (if working around students)
- ☐ Finger printing form (exhibit C) PUR-118 (if working around students)
- ☐ Notice of Policy on Business Gifts and Conflicts of Interest PUR-119
- ☐ Certificate of Liability Insurance with full endorsements naming ARUSD as additional insurer (including sexual misconduct if working with students)
- ☐ If MOU/Agreement has a cost & over \$5K attach a cabinet approval form PUR-121
- ☐ If MOU/Agreement has a cost & over \$100K attach a cabinet approval form and submit a board ready memo form PUR-122



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT PURCHASING

INDEPENDENT CONTRACTOR AGREEMENT 6 AM 11:12

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Early Learning

(School/Dept.)

VENDOR NO. _____

PROGRAM MANAGER: Dr. Dianna Ballesteros

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

Name of Individual/Company: Santa Clara County and Santa Clara County of Education

Address: 1290 Ridder Park Dr City: San Jose State: CA Zip: 95131

Phone: (408) 453-6500

Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 16, 2018 end date December 31, 2019

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:

Pilot a Co-Op Preschool program for families not eligible for state subsidized care or are on a wait list for state subsidized care. The goals of this pilot project are to build a cradle to success model by ensuring all children have access to high quality early childhood education.

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:** \$ In kind cost (describe rate agreement) District will provide appropriate, nutritional foods, custodial, maintenance, security services, technological access, and support staff.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>03</u>	<u>065</u>	<u>5070-0</u>	<u>5815</u>	<u>0</u>		

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 UNION ELEMENTARY SCHOOL DISTRICT

9. **INDEMNIFICATION:** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.
10. **INSURANCE:** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 9 above, Contractor shall secure and maintain throughout the Term of this Agreement the insurance with minimum limits as described in the attached Exhibit A, School Programs Insurance Requirements. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance. The Contractor will maintain general liability insurance, including automobile coverage, in an amount as may be reasonably necessary to assure compliance with the indemnification provision, herein above. Additional insurance may be required by ARUESD. The Contractor agrees to produce copies of the required policies of insurance upon request of ARUESD. All or certain of the requirements of this provision may be waived in writing by ARUESD; however, any waiver shall not affect the Contractor's other obligations under this Agreement.
11. **NON-DISCRIMINATION/AFFIRMATIVE ACTION:** No discrimination shall be made in the employment of persons under this agreement because of the race, color, national origin, age, ancestry, physical handicap, religion, or sex of such person or any other basis protected by law. The Board of Trustees of ARUESD maintains a policy of providing equal opportunity in all aspects of employment.
12. **LICENSE AND AUTHORITY:** The Contractor warrants that he/she/it will maintain all necessary licenses, registrations, and certifications during the term of this agreement, and that, if other than a natural person, it is duly authorized to enter into this agreement by its governing or controlling body. Contractor shall provide evidence or copies of all necessary licenses, registrations and certifications upon ARUESD's request, including Criminal Background Checks (fingerprint clearance) according to provisions in Ed. Code 45125.1.
13. **EQUIPMENT AND FACILITIES:** The Contractor will provide all necessary equipment and facilities to render his/her/its services pursuant to this agreement, unless the parties to this agreement specifically agree in writing that said equipment and facilities will be provided in a different manner.
14. **EXPENSES:** The Contractor shall be responsible for all costs and expenses incident to the performance of services for ARUESD, including but not limited to: all costs of equipment provided by the Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against the Contractor, and all other of the Contractor's costs of doing business. ARUESD shall not be responsible for an expenses incurred by the Contractor in performing services for ARUESD except as provided by the agreement.
15. **TAX REPORTING/PAYMENT RESPONSIBILITIES:** ARUESD shall provide an annual statement of compensation paid on the appropriate federal and/or state information forms. The Contractor is responsible for payment of any federal and/or state tax amounts due.
16. **ASSIGNMENT:** Without the written consent of ARUESD, this agreement is not assignable by the Contractor, either in whole or in part.
17. **GOVERNING LAW AND LABOR CODE:** The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the State of California. The Contractor shall be subject to and shall comply with all Federal, State, and Local laws and regulations applicable with respect to its performance under this contract, including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including non-discrimination. Contractor shall comply with the applicable provisions of the Labor Code, Section 1720-1861, State of California, especially in regards to prevailing wages, copies of which are available at the District Office.
18. **AMBIGUITY:** The parties to this agreement, and each of them, hereby represent that the language contained herein is to be construed jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
19. **APPROVALS:** These signatures attest the parties' agreement hereto:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Program Manager: *[Signature]*

Date: 8/24/18

Director of Fiscal Services: *[Signature]*

Date: 9/4/18

Asst. Supt., Bus. Services: *[Signature]*

Date: 9/4/18

Superintendent: *[Signature]*

Date: _____

CONTRACTOR:

Name of Company/Contractor: Santa Clara County Office of Education

Signature: *[Signature]*

Date: 8/23/18

Printed Name: Dr. Mary Ann Dewan

Title: County Superintendent of Schools

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT DISTRICT GUIDELINES

STOP!!!

Please complete questionnaire below before completing Independent Contractor form.

Contractor Name: Santa Clara County Office of Education

PART I		YES	NO
1.	Has this category of worker already been classified an "employee" by the IRS? (i.e. administrators, teachers/instructors, substitutes, school bus drivers, clerical staff, athletic coaches, tutors, cafeteria workers, counselors, examination monitors, proctors, librarians, nurses, psychologists, intern psychologists, individuals "filling in" on an interim basis, specialty teachers)		X
2.	Is this individual working as an employee prescribed by the Education Code?		X
3.	Is the individual already an employee of the district in another capacity?		X
4.	Has the individual performed substantially the same services for the district as an employee in the past?		X
5.	Are there currently employees of the district doing substantially the same services as will be required of this individual?		X
6.	Does the district have the legal right to control the method of performance by this individual?		
7.	Are the services, as being provided, an integral part of school operations?		X
If the answer to any of the above questions is "YES" --- STOP HERE!!! Do not complete the rest of the questions. The individual is the district's employee and must be paid through payroll as a contracted employee. Call Human Resources for further details. If all of the above are "NO", continue...			
PART II		YES	NO
8.	Must the required services be performed by this individual?		X
9.	Does the district have a continuing relationship with this individual?		X
10.	Can this relationship be terminated without the consent of both parties?		X
If the answer to the question 8, 9, or 10 is "YES", there is a good possibility that an employment relationship exists. Questions 8 & 9 are indicators of district control that, in conjunction with other factors, imply an employment relationship. Go back to PART I and re-evaluate each question. If questions 1-7 are still all "NO" continue...			
11.	Does the individual operate an independent trade or business that is available to the general public?		X
12.	Does the individual have a substantial investment in his/her business, (i.e. maintains a facility, equipment, etc.)?		X
If either 11 or 12 are "NO", the individual is a district employee STOP HERE and process the individual through Human Resources and payroll. If 11 and 12 are both "YES", continue...			
13.	Does the individual provide all materials and support services necessary for the performance of this service?		
14.	Is this paid by the job or on a commission?		
15.	Does the individual bear the cost of any travel and business expenses incurred to perform this service?		
If 11 and 12 are "YES", 13 through 15 should also be "YES" and are items that should be written into the Independent Contract. This individual is an Independent Contractor. A "YES" on questions 13 through 15 supports the district's conclusion and substantiates a "reasonable basis" for treatment as independent contractor. While there are circumstances where the district may pay contractually provided expenses, these should be kept at a minimum to avoid giving the impression of an employment relationship.			

By signing below, Contractor and Program Manager attest that they have reviewed District guidelines and certify that the information above is true and correct.

Contractor Signature: Mary Ann Deaton

Date: 8/23/18

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Exhibit B

TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Contractor currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

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

Contractor certifies that at least one of the following items applies to the services that are the subject of the Agreement:

☒ The Contractor has **complied** with the tuberculosis requirements of Education Code section 49406.1 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 Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education 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 Agreement is attached hereto.

☐ Contractor's will not have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2. District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Contractor's services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District pupils.

☐ **To be completed by authorized District employee only.**

Contractor's services under the Agreement will be provided at a school. Contractor employees and/or subcontractor or supplier of any tier of Agreement shall **NOT** come in contact with District pupils. Contractor's employees will not have direct contact with District pupils and the District will take appropriate steps to protect the safety of any pupils while executing this contract. As an authorized District official, I am familiar with the facts herein certified, and am authorized to supervise the contract, employees and execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

Signature: _____

OR

Must be completed by Contractor's authorized representative.

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: 8/23/2018

Name of Contractor or Company: Santa Clara County Office of Education

Signature: Mary Ann Dewan

Print Name and Title: Mary Ann Dewan County Superintendent of Schools



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Exhibit C

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below must be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Special Services ("Agreement"):



The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its **compliance** with these provisions as follows:

Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.



Contractor's will not have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2. District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Contractor's services under the Agreement are to be provided at an unoccupied school site only, District Office only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District pupils.



To be completed by authorized District employee only.

Contractor's services under the Agreement will be provided at a school. Contractor employees and/or subcontractor or supplier of any tier of Agreement shall **NOT** come in contact with District pupils. Contractor's employees will not have direct contact with District pupils and the District will take appropriate steps to protect the safety of any pupils while executing this contract so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to supervise the contract, employees and execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

Signature: _____

OR

Must be completed by Contractor's authorized representative.

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: 8/23/2018

Name of Contractor or Company: Santa Clara County Office of Education

Signature: Mary Ann Dewan

Print Name and Title: Dr. Mary Ann Dewan County Superintendent of Schools



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Hilaria Bauer, Ph.D.
Superintendent

Notice of Policy on Business Gifts and Conflicts of Interest

The following is Alum Rock Union Elementary School District's (ARUSD) policy on business gifts and conflicts of interest. Please sign and return a copy of this policy, acknowledging that you have received it and agree to abide by its terms. We also ask that you circulate the policy to any individuals in your organization that have contact with ARUSD employees.

1. Selection criteria. Vendors are selected based on the quality, timeliness, and cost of the service and/or product they provide. All business decision for ARUSD are to be based solely on what is in the best interest of ARUSD.
2. No gifts. ARUSD employees may not solicit or accept gifts, rewards, payment, commissions, gratuities, discounts, or services of any kind or value from anyone having or seeking business with ARUSD except as follows:
 - a) unsolicited token gifts such as food, flowers, and promotional items inscribed with the supplier's or customer's logo or business name, with nominal values generally not exceeding \$470 in a calendar year.
 - b) business-related functions or meals, so long as the function is necessary and the value and frequency of business meals are not excessive.
3. No personal benefit for employees. ARUSD employees may not have any personally beneficial financial dealings with any individual or business organization that furnishes merchandise, supplies, property, or services to ARUSD. This includes arrangements to receive loans (other than bank loans), commissions, royalties, stock ownership, or anything of value. ARUSD employees are also prohibited from purchasing items for personal use from vendors.
4. Personal investments. ARUSD employees directly concerned with the purchase of merchandise and services from supplier firms, including management personnel with approval authority, may not make investments in those companies, other than normal stock and bond market transactions.
5. No benefit for relatives; disclosure required. ARUSD employees may not make or influence any decision that could directly or indirectly benefit a relative and should disclose to ARUSD whenever a relative has a significant interest in a transaction or a significant relationship with an ARUSD vendor.
6. All employees covered. This policy applies to all ARUSD officers, managers, and employees. Violations of this policy may result in disciplinary action, up to and including termination.
7. Penalties for vendors. Any vendor who violates this policy shall be subject to the immediate and permanent loss of ARUSD business.

As a valued vendor of ARUSD, please acknowledge your receipt of this policy and your agreement to abide by it.

Received and agreed to on behalf of vendor by:

Signature: Mary Ann Dewan

Printed Name: Dr. Mary Ann Dewan

Title: County Superintendent of Schools

Date: 8/23/2018

Vendor Name: Santa Clara County Office of Education

Vendor Address: 1240 Ridder Park Drive San Jose, CA 95131



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT SCHOOL PROGRAMS INSURANCE REQUIREMENTS

Indemnification: Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amounts indicated below.

Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, **including products and completed operations, property damage, bodily injury, sexual misconduct, and personal & advertising injury** with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. (Refer to chart below.)

Automobile Liability. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. (Refer to chart below.)

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 Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services. (Refer to chart below.)

Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. At least a 2 year tail when written on a claims made form is required. (Refer to chart below)

Type of Coverage Minimum Requirement

Commercial General Liability Insurance, (including Bodily Injury, Personal Injury, Sexual Misconduct, Property Damage, Advertising Injury, and Medical Payments)

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

Automobile Liability Insurance - Any Auto

Each Accident \$1,000,000

General Aggregate No Aggregate

Professional Liability \$1,000,000

Workers Compensation Statutory Limits

Employer's Liability \$1,000,000

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance.

Proof of Carriage 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 coverages have been delivered with ACORD forms in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

Contractor shall provide such notice: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice, and renewal certificates and endorsements should be received before the renewal dates."

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. (If a contractor is contracting for multiple sites, have the certificate of insurance made out to Alum Rock Union Elementary School District for the fiscal year.)

The Entity, its officers, officials, employees, and volunteers are to be included as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The additional insured status can be provided in the form of an endorsement to the Contractor's insurance (form CG D4 17 01 12).

A certificate of insurance evidencing that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are included as additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. The Additional Insured coverage under the Contractor's general liability policy shall be "primary and non-contributory" and will not seek contribution from the Public Entity's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

Waiver of Subrogation. Contractor hereby grants to District a waiver of any right to subrogation which any general liability, auto liability, workers' compensation and umbrella insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer. This may be done either by policy endorsement or inclusive policy language.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

With the exception of professional liability insurance, if applicable, all policies shall be written on an occurrence form. If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

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.

Special Risks or Circumstances. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

Contractor/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the Public Entity.

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. I have read, understand, and agree to comply with the Indemnity and Insurance requirements supplied with this Purchase Order.

Date: 8/23/2018

Name of Contractor or Company: Santa Clara County Office of Education

Representative's Name and Title: Dr. Mary Ann Dewan County Superintendent of Schools

Signature: Mary Ann Dewan

**UNIVERSAL ACCESS TO CHILD CARE, EDUCATION AND HEALTH AGREEMENT
BETWEEN THE COUNTY OF SANTA CLARA, THE SANTA CLARA COUNTY
OFFICE OF EDUCATION AND ALUM ROCK UNION ELEMENTARY SCHOOL
DISTRICT**

This Universal Access to Child Care, Education and Health Agreement, hereinafter referred to as "Agreement," is made and entered into this 16 day of August 2018 by and between the COUNTY OF SANTA CLARA, hereinafter referred to as "COUNTY", the SANTA CLARA COUNTY OFFICE OF EDUCATION hereinafter referred to as "SCCOE," and the ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT hereinafter referred to as the "DISTRICT" for the provision of services and funding for the universal access pre-school pilot program ("Universal Access Pilot"). SCCOE and the District shall be collectively referred to as the "Contractors." The SCCOE, DISTRICT and COUNTY shall collectively be referred to as "PARTIES."

RECITALS

- A. WHEREAS, COUNTY recognizes racial disparities in educational outcomes among Latino and African Ancestry children, and low-income families in Santa Clara County, and wishes to apply a cross-sector equity approach to improving kindergarten readiness and third grade language arts and math proficiency among these children.
- B. WHEREAS, COUNTY wishes to test pilot a concierge/navigator model of integrated services with a Whole Person/Whole Family approach that links the entire family to critical resources.
- C. WHEREAS, COUNTY wishes to support the expansion of evidence-based early childhood programs for young county residents while supporting a cradle to success pathway.
- D. WHEREAS, SCCOE operates early childhood programs throughout Santa Clara County.
- E. WHEREAS, SCCOE is a local educational agency authorized to hire qualified teachers possessing all appropriate credentialing for a licensed child care center, and the COUNTY wishes for SCCOE to manage and oversee all funding for Co-Op Preschool Program instructional services, as well as any and all other funding for the DISTRICT related to the Co-Op Preschool Program.
- F. WHEREAS, DISTRICT students will benefit from DISTRICT Co-Op Preschool program and Concierge/Navigator universal access services.
- G. WHEREAS, COUNTY, SCCOE and DISTRICT have embraced a cross-system collaborative effort to increase resource access to families residing in the DISTRICT.

- H. WHEREAS, COUNTY and SCCOE and DISTRICT wish for SCCOE to provide a teacher for an early childhood Co-Op preschool for DISTRICT students at Painter Elementary School.
- I. WHEREAS, COUNTY and DISTRICT and SCCOE have previously entered into similar agreements and have benefited from their participation in those agreements.

NOW THEREFORE, the PARTIES hereto, mutually agree as follows:

SECTION 1 **RECITALS**

The above Recitals are incorporated herein and made part of this Agreement.

SECTION 2 **DISTRICT'S RESPONSIBILITIES**

- 2.1 DISTRICT shall provide a Co-Op Preschool facility at the DISTRICT's Painter Elementary School as mutually agreed upon by the PARTIES with access to the appropriate playground, restrooms, parking and other pertinent areas in order to meet all regulatory facility requirements.
- 2.2 DISTRICT shall provide appropriate nutritional foods and snacks that meet the California Child Care Food program standards, custodial services, printing, security and maintenance services, as well as technology access as required for the instructional program, to the Co-Op Preschool program at no cost to the SCCOE or COUNTY. DISTRICT shall provide support staff and all other related overhead and services necessary to conduct the program offered under this Agreement, except as otherwise provided herein.
- 2.3 DISTRICT shall work with the SCCOE, COUNTY and FIRST 5 Family Resource Centers, child care providers to provide Concierge/Navigation services as agreed upon in Attachment A.
- 2.4 DISTRICT shall maintain all attendance and academic records of DISTRICT students enrolled in the Co-Op Preschool program.
- 2.5 DISTRICT will provide the Co-Op Preschool teacher and parents with adequate storage, planning area, break space and meeting space for professional development training and classroom preparations.
- 2.6 DISTRICT shall enroll and ensure that any and all DISTRICT students enrolled in the Co-Op Preschool program pursuant to this Agreement meet the minimum qualifications, prerequisites, and clearances required to properly enroll.

- 2.7 DISTRICT is responsible for ensuring the preschool facility at Painter Elementary School meets all applicable disability laws, including the American with Disabilities Act, Individuals with Disabilities Education Act, and Section 504 of the Rehabilitation Act of 1973.
- 2.8 DISTRICT shall participate with FIRST 5 Santa Clara County, health providers and the Franklin McKinley School District and in developing: a coordinated screening plan for oral, vision and hearing screening where screening results are downloaded into DataZone, an agreed upon protocol for determining medical and dental home and a process for assigning children by using a unique student identifier.
- 2.9 DISTRICT will coordinate efforts of the Family Resource Center Housing Specialists to support families at-risk of experiencing homelessness.
- 2.10 DISTRICT representatives will participate in the facilitation and management oversight committee for the Universal Access Pilot to coordinate the efforts of the DISTRICT and all relevant non-district stakeholders to discuss and engage in ongoing evaluation of Pilot Project.
- 2.11 DISTRICT certifies that it does not receive full compensation for the direct education costs of the Preschool Co-Op offered as part of this Agreement from any public or private agency, individual, or group. DISTRICT is responsible for obtaining certification verifying that the instructional activity to be conducted will not be fully funded by any sources other than the County funding to COE provided for under this Agreement.

SECTION 3 **COUNTY'S RESPONSIBILITIES**

- 3.1 COUNTY shall pay 100% of the cost for a qualified Co-Op preschool teacher to the SCCOE for the 2018-19 school year at the DISTRICT'S facility.
- 3.2 COUNTY shall provide and oversee two navigators and two concierges to the FIRST 5 Family Resource Centers for the DISTRICT's families to provide concierge/navigation services to improve universal access and early childhood education and health services to families in the DISTRICT as described in Attachment A of this agreement.
- 3.3 COUNTY shall provide funding to FIRST 5 to provide furniture, materials, software, developmentally appropriate equipment, and other necessary equipment for all DISTRICT children enrolled in the Co-Op Preschool. The PARTIES understand that such equipment and materials are COUNTY's sole property. COUNTY agrees that the DISTRICT shall determine the type, make, and model of all equipment and materials to be used in the Co-Op Preschool offered as part of this Agreement.

- 3.4 COUNTY shall permit only DISTRICT students to enroll in the Co-Op preschool offered at DISTRICT by coordinating enrollment efforts with the SOMOS Mayfair community worker that will engage in recruitment efforts.
- 3.5 COUNTY shall permit the SCCOE's teacher to attend meetings of the PARTIES relating to program instruction or other appropriate professional development opportunities to plan, implement, and coordinate the Co-Op Preschool program.
- 3.6 For all COUNTY funds allocated to support DISTRICT responsibilities under this Agreement and any DISTRICT implementation of the Co-Op Preschool Program, SCCOE will be the passthrough agency and provide fiscal oversight to ensure funds are used in accordance with this Agreement for the sole purpose of supporting the Co-Op Preschool Program.

SECTION 4 **SCCOE RESPONSIBILITIES**

- 4.1 SCCOE shall provide a qualified teacher (bilingual preferred, and any necessary substitutes) for the Co-Op Preschool who will be supervised by SCCOE for the 2018-19 academic year. The Co-Op Preschool will achieve the identified goals in Appendix A to this Agreement, which shall be incorporated herein and made part of this Agreement.
- 4.3 All teachers who provide Co-Op Preschool services pursuant to this Agreement are at all times employees of SCCOE. SCCOE shall have the primary right to control and direct the activities of, and be responsible for teacher, including the supervision, evaluation, and discipline of the teacher. SCCOE shall be responsible for all payments and salaries of the teacher. This section shall apply to actual time spent in classroom instruction and related professional duties and responsibilities.
- 4.4 All teachers offered as part of this Agreement must meet California Child Care Permit Matrix And California Department of Social Service Child Care Licensing regulations for the Co-Op Preschool. These Minimum Qualifications are consistent with requirements in other similar SCCOE early childhood programs. SCCOE shall routinely review the qualifications of the teachers.
- 4.5 SCCOE with consultation from the DISTRICT is responsible for the educational program conducted at DISTRICT's facilities. DISTRICT shall ensure the course curriculum is appropriate and up to date.
- 4.6 SCCOE shall be the passthrough agency and provide fiscal oversight for all COUNTY funds needed to support DISTRICT responsibilities under this Agreement and any DISTRICT implementation of the Co-Op Preschool Program.

SECTION 5 **JOINT RESPONSIBILITIES**

- 5.1 DISTRICT and COUNTY and SCCOE shall each work in good faith to implement this Agreement, including Attachment A, and work together to provide any requested documentation to the State or other agencies.
- 5.2 DISTRICT and COUNTY and SCCOE shall each designate an appropriate administrator who will serve as the primary point of contact (hereafter "Program Liaisons") for facilitating coordination and cooperation between DISTRICT and COUNTY and SCCOE in conformity with the PARTIES' respective policies and standards. Among other things, the Program Liaisons shall collaborate to determine the process for timely enrollment and program design.
- 5.3 DISTRICT and COUNTY and SCCOE recognize that, from time to time, disputes may arise between DISTRICT employees and/or students and COUNTY employees and/or other stakeholders. When such disputes arise, DISTRICT and COUNTY and SCCOE shall collaborate and use best efforts to resolve such disputes informally. Where informal resolution is not successful, or the PARTIES must address a formal inter-agency complaint, the following process will be utilized to resolve the matter.
- i. The Party receiving the complaint will timely notify the other, and promptly provide the other Party with any written complaint received.
 - ii. The Party Liaisons will review the complaint to determine, based on the nature of the complaint, whether any statutory or regulatory timelines or other procedural requirements apply, including but not limited to:
 - a. Whether DISTRICT is required to report the complaint to Community Care Licensing pursuant to Title 22 of the Health and Safety Code or Title 5 of the California Code of Regulations.
 - b. Whether, based on the nature of the complaint, the complainant is entitled to any rights or protections with regard to how the complaint is handled, pursuant to Title 5 or Title 22 or applicable state or federal laws.
 - c. If either Party Liaison finds such rights to exist, he or she shall notify the other, and DISTRICT and COUNTY and SCCOE shall cooperate as needed in carrying out these requirements. It is understood that such requirements may include but are not limited to conducting a formal investigation within regulatory timelines and/or the implementation of interim safety measures for the complainant.
 - iii. Within three business days of either Party receiving the complaint, the PARTIES will discuss the nature and severity of the allegations and come to a mutual agreement regarding the need for and scope of any investigation required. If it is agreed that a formal investigation is required, the PARTIES will mutually agree upon an investigator, who may be an outside investigator, or qualified employee

of the DISTRICT or COUNTY or SCCOE. If the PARTIES agree to have the matter investigated internally by either a COUNTY or DISTRICT or SCCOE employee, the other Party may designate an employee to attend all witness interviews. Where it is determined that an outside investigator will be used, the cost will be divided between the PARTIES.

- iv. If, despite the good faith effort of the PARTIES, they are unable to agree on a process for investigating the complaint, the Party whose employee/student is the subject of the complaint will determine the process.
- v. The DISTRICT and COUNTY and SCCOE will cooperate in any investigation initiated and make its employees available to the investigator.
- vi. Interviews of DISTRICT and COUNTY and SCCOE employees shall comply with any rights and protections afforded to them under an applicable collective bargaining agreement or state or federal law, including but not limited to the right to have a representative present during an interview that could lead to discipline.
- vii. The investigator will prepare a report that will be provided to both PARTIES setting forth findings as to the allegations and the basis for the findings.
- viii. The DISTRICT and COUNTY and SCCOE shall share any and all materials from the investigation.
- ix. The DISTRICT and COUNTY and SCCOE have sole discretion in determining any disciplinary measures to be imposed against their respective employees and/or students.
- x. The COUNTY retains the right to have any concerns arising from a complaint addressed through adjustments and modifications to the program as necessary.

5.4 DISTRICT and COUNTY and SCCOE shall mutually work to ensure that the curriculum and program offered by the Co-Op Preschool are approved by the DISTRICT as meeting Title 5 standards and meet the California State Preschool Foundations guidelines.

5.5 DISTRICT and COUNTY and SCCOE shall mutually agree that within the Co-Op Preschool Program, they have determined: 1) the enrollment period; 2) student eligibility, 3) the number of class hours sufficient to meet the stated performance objectives; 4) how assessment of students will occur; 5) the process for enrollment of students mid-year and 6) the direct costs to be paid to the COUNTY to the SCCOE.

- 5.6 DISTRICT and COUNTY shall conduct all aspects of this Agreement in accordance with all applicable sections of Title 5 of the California Code of Regulations, including, Title 22 of the Health and Safety Code.
- 5.7 The PARTIES will maintain as confidential all data received from the other Party. The PARTIES will ensure the confidentiality and security of the student records and preclude the personal identification of students by persons other than designated officials of DISTRICT or COUNTY or SCCOE. All student records will be kept in secure facilities.

GENERAL TERMS AND CONDITIONS

- 5.1 Teachers assigned by SCCOE for instruction at DISTRICT facilities pursuant to this Agreement will not be, in any sense, employees of COUNTY or DISTRICT and they will receive no compensation from COUNTY or DISTRICT.
- 5.2 Enrollment in services offered as part of this Agreement shall be open to any child whose family's income meets the following three criteria:
1. Over the 85% State Median Income in need of a part day program, or
 2. Below the State Median Income and on waiting lists for state subsidized programs, or
 3. At or below the 85 % State Median income but not meeting the needs requirement of employment or training, and
 4. Child must be four or three years of age at time of program commencement.
- Priority shall be given to four year-olds on a rolling enrollment basis.
- 5.3 Any publications by DISTRICT or COUNTY or SCCOE advertising the Co-Op Preschool specified in this Agreement shall include the DISTRICT's policy on open enrollment, as well as a description of the program and information.
- 5.4 Teachers who teach in the Co-Op Preschool program offered as part of this Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional portion of the day.
- 5.5 Aside from the provisions expressly stated herein, neither DISTRICT nor COUNTY nor SCCOE shall have any monetary obligation to the other.

SECTION 6 **INSURANCE AND INDEMNITY**

Attached Exhibit B-2 regarding insurance and indemnity is hereby incorporated into the Agreement.

SECTION 7 **INDEPENDENT CONTRACTORS**

This Agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between or among DISTRICT and COUNTY and SCCOE but rather as an agreement by and between independent contractors.

SECTION 8

TERM

This Agreement shall be in effect for 16 months beginning on September 14, 2018 and ending on December 31, 2019 unless otherwise terminated in accordance with Section 19 of this Agreement. This Agreement shall have no effect and none of the obligations under this Agreement will be enforceable or binding upon any of the Parties until an authorized representative from each of the Parties who has authority to finally and absolutely bind that party signs the Agreement. It may be renewed by mutual agreement of the PARTIES.

SECTION 9

NOTICE

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

One copy to: **Santa Clara County Office of Education**
Mary Ann Dewan
1290 Ridder Park Dr.
San Jose, CA 95131

One copy to: **Alum Rock Union Elementary School District**
Hilaria Bauer
2930 Gay Ave.
San Jose, CA 95127

One copy to: **Santa Clara County**
Office of Cultural Competency
70 West Hedding St., 11th Floor, West Wing
San Jose, CA 95110

SECTION 10

GOVERNING LAWS & 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 the County of Santa Clara.

SECTION 11

ENTIRE AGREEMENTS

This Agreement and its Appendices (if any) constitutes 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.

SECTION 12 AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties

SECTION 13 SEVERABILITY

This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

SECTION 14 COUNTERPARTS

This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

SECTION 15 NON-ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other parties.

SECTION 16 ASSIGNMENT OF CLAYTON ACT & CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it 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, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

SECTION 17

CONFLICTS OF INTEREST

Contractors shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractors covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement.

Contractors further covenant that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractors, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractors shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractors' employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractors' service to the County under this Agreement. Contractors shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractors shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractors shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

SECTION 18

COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
- (4) Definitions: For purposes of this Subsection H, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California

Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.

(5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.

(6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.

(8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.

(9) Material Breach: Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its

discretion, exercise any or all remedies available under this Agreement and at law, County may, among other things, take any or all of the following actions:

- (i) Suspend or terminate any or all parts of this Agreement.
- (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
- (iii) Offer Contractor an opportunity to cure the breach.

(10) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

SECTION 19 **TERMINATION**

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

The County will have the right to terminate or amend the Agreement, including by relocating the services provided in this Agreement to another district, if relevant District personnel (e.g., the District Superintendent or any District official with oversight responsibilities for the Agreement services) with involvement in or oversight of the services provided for in the Agreement change (i.e., a relevant District staff member is terminated, resign, or otherwise ceases to be employed by the District or is reassigned from their responsibilities relating to the Agreement).

SECTION 20 **BUDGET CONTINGENCY**

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

SECTION 21 **COUNTY NO-SMOKING POLICY**

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet

surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

SECTION 22

FOOD AND BEVERAGE STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

SECTION 23

CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee

records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

SECTION 24

CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

SECTION 25

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.

SECTION 26

INTELLECTUAL PROPERTY RIGHTS

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with the County or result from the use of premises leased, owned or contracted for by the County. Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that

the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

SECTION 27

INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

SECTION 28

OWNERSHIP RIGHTS TO MATERIALS / RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.

SECTION 29 **COUNTY DATA**

“County Data” shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of the County. Contractor shall not acquire any ownership interest in the County Data. Contractor shall not, without County’s written permission consent, use or disclose the County Data other than in the performance of its obligations under this Agreement. Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County data upon termination of this Agreement. Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor’s security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor’s sole expense (if applicable). Contractor shall not charge the County for any expenses associated with Contractor’s compliance with the obligations set forth in this section.

SECTION 30 **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.

SECTION 31 **LIVING WAGE (If Applicable)**

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 (“Division B36”) and Board Policy section 5.5.5.5 (“Living Wage Policy”), and their subcontractors, where the contract value is \$100,000 or more (“Direct Services Contract”), must

comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (a) Suspend, modify, or terminate the Direct Services Contract.
- (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (c) Waive all or part of Division B36 or the Living Wage Policy.

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This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

IN WITNESS WHEREOF, COUNTY, SCCOE and DISTRICT hereby agree to the terms of this Agreement.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

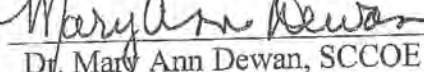
By: 
Dr. Hilaria Bauer, ARUESD Superintendent

8/16/18
Date

By: 
Esau Ruiz Herrera, Board President
Authorized representative of ARUESD
Governing Board


8/15/18
Date

SANTA CLARA COUNTY OFFICE OF EDUCATION

By: 
Dr. Mary Ann Dewan, SCCOE
Superintendent

8/16/18
Date

COUNTY OF SANTA CLARA

By: 
David Campos, Deputy County Executive

8/14/18
Date

APPROVED AS TO FORM AND LEGALITY

By: 
Marcelo Quiñones, Deputy County Counsel

8/14/18
Date

EXHIBIT A: Program Provisions and Scope of Work

CONTRACTORS: the Santa Clara County Office of Education, and
the Alum Rock Union Elementary School District

PROGRAM/PROJECT NAME: Universal Access to Child Care, Education and Health Pilot Project

The County of Santa Clara, Santa Clara County Office of Education, First 5 Santa Clara, the Franklin-McKinley Elementary School District, the Alum Rock Union Elementary School District, Somos Mayfair, health providers, the Health Trust, Kids in Common and many other community stakeholders recognize the financial challenges Santa Clara County families experience in securing high quality child care, education and health access for their children. The goals of this pilot project are to disrupt the birth to prison pipeline and build a cradle to success model by ensuring all children have access to high quality early childhood education.

1. SCOPE OF WORK

The scope of this agreement consists of three major components:

A. Pilot Program

1. Test of best practices to develop an integrated model of inter-agency collaboration that increases universal access for child care, education and health by developing a concierge navigator model that identifies and leverages existing resources and assists families in filling all available eligible subsidized child care slots.
2. Develop a concierge/navigator model that coordinates, centralizes and provide culturally nuanced system navigation to ameliorate resource gaps.
3. Create a new child care and early education opportunity for families seeking to enroll their pre-school children, but who would otherwise not qualify.
4. Pilot a Co-Op Preschool program for families not eligible for state subsidized care or are on a waitlist for state subsidized care.

B. Pilot Project Evaluation

1. Pilot Project evaluation to identify best practices, lessons learned and challenges as it related to developing a cross-sector, cross-systems collaboration and socioeconomic/resource impacts on families using a concierge and navigator model.
2. Develop a sustainability plan, identify and leverage additional draw down funding sources to scale-up and sustain efforts.
3. Provisions for Process Measures:
 - a. The DISTRICT shall maintain accurate operational and program measures for evaluation of Pilot Project.
 - b. Measures should include, but not limited to number of children enrolled in co-op program, when they were enrolled, staff participation in inter-agency collaborative meetings, steps to ameliorate resource gaps, referrals to concierge/navigators and other measures helping for program evaluation.

4. SCCOE and the County (or its designee) may, at any reasonable time, make site visits to inspect the program, facility, books, records and equipment relating to the provision of Co-Op program services, review program accomplishments and management and financial control systems, as well as interview any officials and/or employees whose work involves the performance of this Agreement or compliance with its terms.

C. Data, Student Information and Confidentiality

1. Enter all relevant family participant data into DataZone and other databases for evaluation purposes.
 - a. Relevant participant data includes, but not limited to:
Student's unique identifier, age, gender, ethnicity, language, socioeconomic status, zip codes, Ages and Stages Questionnaire assessments, (ASQ), immunization records, vision, hearing and dental screenings, referrals requested and received, Pilot Project partner programs, participation rates with co-op program, parent trainings attended, subsidize housing services, and other information found in the FRC's Family Intake Form useful for evaluation of Pilot Project.
2. Provisions for Process Measures:
 - a. The DISTRICT shall maintain accurate operational and program measures for evaluation of Pilot Project.
 - b. Measures should include, but not limited to number of children enrolled in co-op program, when they were enrolled, staff participation in inter-agency collaborative meetings, steps to ameliorate resource gaps, referrals to concierge/navigators and other measures helping for program evaluation.
3. The District shall retain any and all records concerning the operation of the program for a minimum of 5 years (or according to District retention policy). Such records shall be made available to the representatives of SCCOE, the County, and First 5 for evaluation and research purposes.
4. All PARTIES shall maintain confidentiality and safeguarding of student information.

2. DELIVERABLES

a. Santa Clara County Office of Education (SCCOE)

- i. SCCOE shall provide a qualified teacher (bilingual preferred, and any necessary substitutes) for the Co-Op Preschool who will be supervised by SCCOE for the 2018-19 academic year and at all times, considered an employee of SCCOE.
- ii. SCCOE shall have the primary right to control and direct the activities of, and be responsible for the teacher, including the supervision, evaluation, and discipline. SCCOE shall be responsible for all payments and salaries of the teacher. This section shall apply to actual time spent in classroom instruction and related professional duties and responsibilities.
- iii. All teachers offered as part of this Agreement must meet California Child Care Permit Matrix and California Department of Social Service Child Care Licensing regulations for the Co-Op Preschool. These Minimum Qualifications are consistent with requirements in other similar SCCOE early childhood programs.

- iv. SCCOE shall routinely review the qualifications of the teachers. If any Co-Op Preschool teacher loses their licensing for any reason, SCCOE will inform the District and County within 5 days and will take any necessary corrective action.
- v. SCCOE with consultation from the DISTRICT is responsible for the educational program conducted at DISTRICT's facilities. DISTRICT shall ensure the course curriculum is appropriate and up to date.
- vi. Participate in facilitation and management oversight meetings for the Universal Access Pilot to coordinate the efforts of the SCCOE and all relevant non-district stakeholders.
- vii. Participate in DataZone activities to ensure all participating students in this Pilot will have an educational passport containing all their vital educational and health records that will go with them as students matriculate through school.
 - a. Participants include, but not limited to County agencies (County Executive Office, Public Health, Behavioral Health Services, School Linked Services, Social Services Agency), Santa Clara County Office of Education, the Alum Rock Union Elementary School District, Franklin-McKinley School District, First 5 Santa Clara, Somos Mayfair, Healthier Kids Foundation, Catholic Charities, Kidango, SJB Child Development, Grail Family Services, and the Health Trust.
- viii. The SCCOE Pre-School teacher shall work with the DISTRICT to determine furnishings and equipment for the preschool site and work through First 5 Santa Clara to purchase those items. The COUNTY will reimburse First 5 directly for these purchases.
- ix. Provide language access services, consistent with those services required for English learners and the families of English learners under Title VI of the Civil Rights Act of 1964, to any student enrolled in the Co-Op Preschool or family of a student enrolled in the Co-Op Preschool.

SCCOE shall be the passthrough agency and provide fiscal oversight for any COUNTY funds allocated to support DISTRICT implementation of the Co-Op Preschool Program.

b. Alum Rock Union Elementary School District

- i. Provides a Co-Op Preschool facility at Painter Elementary School that is compliant with all applicable laws, including but not limited to requirements for school facilities under Title 5 of the California Code of Regulations, and subject to the approval of COE and the County.
- ii. The District will permit the County and COE to inspect the facility prior to the start of the Co-Op Preschool program.
- iii. The District shall provide exclusive access to this facility for the SCCOE teacher staffing the Co-Op Preschool program and District personnel with responsibilities related to the Co-Op Preschool program from 7am to 6:00pm during school days.
 - a. District shall provide access to schedule events in the auditorium and meeting spaces as mutually agreed upon between SCCOE and DISTRICT.
- iv. The District shall ensure the Co-Op program has access to the existing preschool playground, restrooms, storage, break areas, parking and other pertinent areas as agreed upon to meet all regulatory facility requirements.

- v. The District will be responsible for preparing and maintaining the facility for the Co-Op Preschool program, including custodial services for any facility, playground area, or restroom utilized by the program.
- vi. The District will replace or remediate any and all school site damage that occurs to the Co-Op Preschool facility.
- vii. Provide appropriate nutritional, custodial, printing, security, maintenance and technology access as required for the instructional program at no cost to the SCCOE OR COUNTY.
- viii. Provide administrator oversight excluding teacher supervision from a DISTRICT administrator at Painter Elementary School, support staff (e.g., office support and custodian) and all other related overhead and services necessary to conduct the preschool program.
- ix. Work collaboratively with the SSCOE, COUNTY, First 5 Santa Clara Family Resource Centers, child care providers, and other key stakeholders to provide Concierge/Navigator services as agreed upon.
- x. Provide the Co-Op Preschool teacher and parent participants with adequate storage, planning area, break space and meeting space for professional development training and classroom preparations.
- xi. DISTRICT shall enroll and ensure that any and all DISTRICT students enrolled in the Co-Op Preschool program pursuant to this Agreement meet the minimum qualifications and prerequisites required to properly enroll.
 - a. Qualification and prerequisites will determine eligibility to enroll in this pilot project and must meet criteria:
 - i. Families over 85% of State Median income and not eligible for state subsidized preschool, or
 - ii. Family income under 85% of State Median and on a waiting list for subsidized preschool, or
 - iii. Family at or below 85% of State Median but not meeting the needs requirement of employment or training; and
 - iv. All children enrolling in Pilot Project preschool must be 4 or 3 years old at time of program commencement. Priority shall be given to four year-olds on a rolling enrollment basis.
 - b. Somos Mayfair will assign a community worker to the District who will engage in outreach and recruitment for this Pilot Preschool Program. The District will coordinate eligibility and enrollment activities with this community worker.
- xii. Implementation of facilities improvements to ensure facilities comply with disability laws regarding physical accessibility for students with disabilities, including the American with Disabilities Act of 1990.
- xiii. Participate with First 5 Santa Clara, health providers and the Franklin McKinley School District to develop a coordinated screening plan for vision and hearing screenings, develop a unique student identifier system, entry of student information into DataZone, and develop a mutually agreed upon protocol for determining medical and dental home.

- a. A medical and dental home is defined as when children have regular visits for physical and dental checkups, and where health coverage is on file with a regular provider.
- b. When a child does not have medical and dental home, the Pilot Project Navigator will assist families to ensure children are connected with medical and dental providers and receive regular medical and dental vision check-ups. Navigators will work with health providers for vision and hearing screenings.
- xiv. Coordinate efforts of the Family Resource Center Housing Specialists to support families at-risk of experiencing homelessness.
- xv. Participate in facilitation and management oversight meetings for the Universal Access Pilot to coordinate the efforts of the DISTRICT and all relevant non-district stakeholders.
- xvi. DISTRICT certifies that it does not receive full compensation for the direct education costs of the Preschool Co-Op offered as part of this Agreement from any public or private agency, individual, or group. DISTRICT is responsible for obtaining certification verifying that the instructional activity to be conducted will not be fully funded by any sources other than the County funding to COE provided for under this Agreement.
- xvii. Provide language access services, consistent with those services required for English learners and the families of English learners under Title VI of the Civil Rights Act of 1964, to any student enrolled in the Co-Op Preschool or family of a student enrolled in the Co-Op Preschool.
For all COUNTY funds allocated to support DISTRICT responsibilities under this Agreement and any DISTRICT implementation of the Co-Op Preschool Program, SCCOE will be the passthrough agency and provide fiscal oversight to ensure funds are used in accordance with this Agreement for the sole purpose of supporting the Co-Op Preschool Program.

c. Mutual Deliverables

- i. All PARTIES shall work in good faith to implement this Agreement and work together towards successful test piloting of this project.
- ii. All PARTIES shall engage in regular oversight meetings to ensure lessons learned, identify opportunities for continuous quality improvements and to implement structural changes to maximize communication and coordination of resources for families participating in this Pilot.
- iii. Mutually develop a dispute resolution mechanism and use best efforts to resolve disputes informally before escalating to formal inter-agency complaint processes.
- iv. Mutually to ensure that the curriculum and program offered by the Co-Op Preschool are approved by the DISTRICT as meeting Title V standards and the California State Preschool Foundations.
- v. Mutually develop:
 - 1. The enrollment period;
 - 2. Student eligibility

3. Number of class hours sufficient to meet the stated performance objectives;
 4. How assessment of students will occur;
 5. Process for enrolling students mid-year;
 6. Direct costs to be paid by the COUNTY to the SCCOE.
- vi. All PARTIES will maintain as confidential all data received from the other Party. The PARTIES will ensure the confidentiality and security of the student records and preclude the personal identification of students by persons other than designated officials of DISTRICT or COUNTY or SCCOE. All student records will be kept in secure facilities.

Additional Stipulations and Conditions

3. Conditional Amendments

The County Executive, or designee, received delegation of authority from the Board of Supervisors on June 14, 2018, to negotiate, execute, amend, and terminate the scope of services, the terms, new or revised contracting requirements, maximum financial obligations and the budget of this Contract through December 30, 2019 based on the following conditions:

- a. COUNTY has appropriated sufficient funds for the modification of this Contract
- b. CONTRACTOR is meeting the performance requirements for this contract,
- c. County Counsel has reviewed and approved the amendments as to form and legality, and
- d. County Executive, or designee, has approved this amendment.

4. TERMS OF CONTRACT

The term begins on September 14, 2018 and expires on December 31, 2019, unless terminated earlier or otherwise amended. The contract will have no effect and none of the obligations under this Agreement will be enforceable or binding upon any of the Parties until an authorized representative from each of the Parties who has authority to irrevocably bind that party signs the Agreement.

5. MAXIMUM FINANCIAL OBLIGATION

COUNTY will reimburse the SCCOE actual allowable expenditures subject to the provisions of this Contract, for a total not to exceed \$91,500 for FY2018-2019.

6. BUDGET CONTINGENCY

This Contract is contingent upon the appropriations of sufficient funding by the County for the services covered by this Contract. Notwithstanding the termination provisions set forth herein, if funding is reduced or depleted by the County for services covered by this Contract, the County has the option to either terminate this Contract without notice (except that necessary to transition clients at the discretion of the County) and with no liability occurring to the County, or to offer an amendment to this Contract indicating the reduced amount.

7. COMPENSATION TO CONTRACTOR

a. REIMBURSEMENT OF PERSONNEL COSTS

- i. CONTRACTOR will be paid by COUNTY in accordance with Exhibit A: Program Provisions and Scope of Work, and Exhibit B: Payment Schedule, for the performance of services as outline in this Contract up to the Maximum Financial Compensation.
- ii. If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR will have no claim whatsoever against the COUNTY.

b. COMPENSATION

SCOE must submit to COUNTY an invoice in a form approved by COUNTY, by the fifteenth (15th) calendar day of each month for the month preceding in which service were performed. SCOE will get paid on a monthly basis upon receiving accurate account and invoice for service rendered.

- i. Prior to submittal, invoices must be certified and signed by a responsible officer of SCOE with authority to certify that the information submitted by SCOE is accurate and SCOE is entitled to payment under the terms of this Contract. COUNTY may rely on said certification in making payment, but this payment will not constitute a waiver of any of COUNTY's legal rights or objections.
- ii. If the invoice is proper form and the items billed are payable under this Contract, COUNTY will make payments to SCOE.
- iii. COUNTY will not be required to make payment if the amount claimed is not in accordance with the provisions of this Agreement. All payments under this Contract will be made directly to SCOE. Under no circumstances will COUNTY be required to make payments in any amount pursuant to this Contract to any other parties, including individual employees or creditors of SCOE.

COUNTY is not obligated to reimburse SCOE for any expenditure not reported to COUNTY within sixty (60) calendar days after the end of the last month of the Contract term.

8. ADJUSTMENTS TO EXHIBIT C: WORK PLAN/STAFFING PLAN

A written adjustment to the Work Plan may be approved by the COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original provisions and Contractors are notified at least 10 days before the adjusted Work Plan begins.

9. ADJUSTMENTS TO THE BUDGET

A budget adjustment can be made without a contract amendment if Contractor submits a written budget adjustment request to the COUNTY Contract Representative, or designee,

and the request is approved by the COUNTY in writing. A budget adjustment must not increase the maximum financial obligations of this Contract.

CONTRACTOR may request a budget revision by submitting the COUNTY's Budget Revision Request form to the County's designated contract/program monitor. The Budget Revision Request must include a statement explaining the impact that budget revision, if approved, would have on the program/service delivery. Upon approval of the CONTRACTOR's Budget Revision Request, COUNTY will forward an approved copy of the Budget Revision Request form to the CONTRACTOR.

10. CONTRACT REPRESENTATIVES

- a. SCCOE designates Dr. Mary Ann Dewan, County Superintendent and DISTRICT designates Dr. Hilaria Bauer as its representatives for the purpose of performing the services as required by this Contract. Unless otherwise indicated in writing, the above-named persons has the primary authority and responsibility to carry out this Contract for their respective organization.
- b. COUNTY designates the County Executive, or designee, as its representative for the purpose of managing the services performed pursuant to this Contract.

11. COUNTY'S CONTRACT TRANSITION PROCESS

CONTACTOR agrees to provide all information deemed necessary by the County for use in subsequent procurement cycles.

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EXHIBIT B: Payment Schedule

Santa Clara County Office of Education

The Maximum Financial Obligation by the County is \$91,500 towards reimbursement for a Preschool teacher to be hired, trained and supervised by the Santa Clara County Office of Education (SCCOE). Payment will reimburse actual salary and benefits cost of this position on a monthly or quarterly basis, whichever is most convenient from an accounting practice.

For all COUNTY funds allocated to support DISTRICT responsibilities under this Agreement and any DISTRICT implementation of the Co-Op Preschool Program, SCCOE will be the passthrough agency and provide fiscal oversight to ensure funds are used in accordance with this Agreement for the sole purpose of supporting the Co-Op Preschool Program.

Alum Rock Union Elementary School District

There are no financial obligations by the County to the Alum Rock Union Elementary School District under this Agreement.

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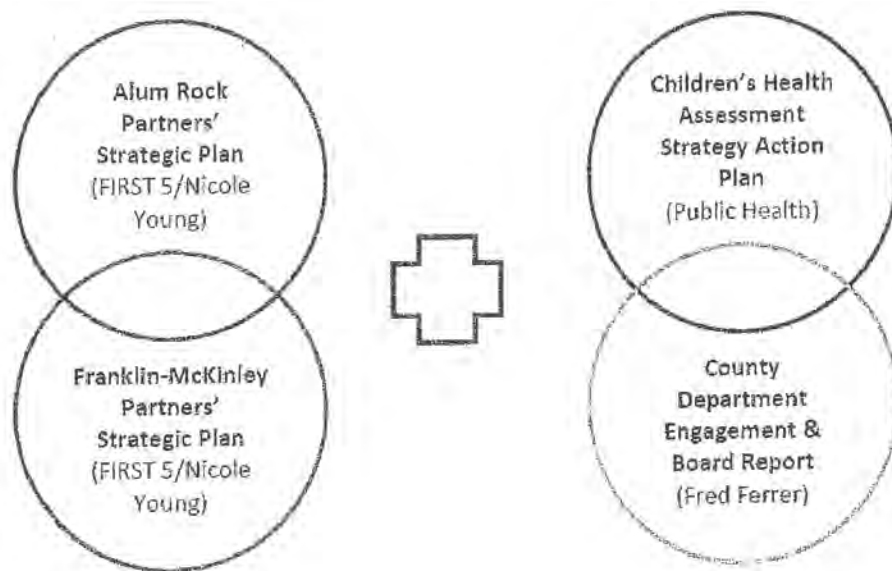
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EXHIBIT C: Work Plan/ Staffing Plan

Goals and Outcomes

The ultimate goals of this pilot project are to disrupt the birth to prison pipeline and build a cradle to success model by ensuring all children have access to high quality early childhood education through a coordinated planning effort for alignment and integration of key strategic plans from agencies and stakeholders throughout the Santa Clara County. The following diagram illustrates the convergence and intersectionality of existing bodies of work in developing this pilot project.

Figure 1



Goals for Pilot Projects:

- Integrate County services into the early childhood delivery model in conjunction with two pilot districts
- Improve universal access in the Franklin-McKinley School District and Alum Rock Union Elementary School Districts
- Develop and modify the systems to achieve service integration and universal access
- Apply a Whole Child/ Whole Family perspective to improve child wellbeing, learning, and health

Alum Rock Union Elementary School District Pilot Project Goals

- Open a preschool at Painter Elementary School that utilizes a cooperative model utilizing trained parents as staff working with a master teacher. The Co-Op preschool will serve families
- Parent participants will be trained and coached in SEEDS and subscribed to My Teachstone curriculums.

Logic Model and Pilot Project Work Plan



INTEGRATED & ALIGNED SERVICES & SUPPORTS THROUGHOUT THE LIFE COURSE (PARTIAL LIST)

KEY OUTCOMES			
<ul style="list-style-type: none"> → Health & dental insurance → High-quality, continuous health care beginning prenatally → Access to healthy food, beverages, physical activity, & environments → Screenings (parental depression, substance abuse, domestic violence) → Other pre- & perinatal services → Linkage to other supports & services 	<ul style="list-style-type: none"> → Health & dental insurance → Medical & dental homes → Comprehensive health care → Screenings (health, dental, vision, hearing, developmental, behavioral) → Linkage to early intervention services → Linkage to other supports & services 	<ul style="list-style-type: none"> → Family Resource Center programs → Economic support → Parent education → Health & wellness programs → Resources for special needs → Programs and opportunities for parents/caregiver engagement, leadership development & advocacy → Promotors (peer educators/ community workers) → Community-building activities → Linkage to other supports & services 	<ul style="list-style-type: none"> → Transition, articulation and alignment across ECE and TK-3rd systems → Assessments to set student learning goals & measure growth → Differentiated instruction → Assessments of program & teacher quality → Quality improvement supports → Linkage to health, social, emotional, behavioral and/or academic supports & services for students & families, particularly English Learners & students with special needs
<p>Families Engaged as Equal Partners</p>	<p>Values-Driven Leadership & Governance</p>	<p>Aligned Policies, Procedures & Practices</p>	<p>Aligned Standards, Curricula & Assessments</p>
<p>Integrated & Aligned Services & Supports Throughout the Life Course (Partial List)</p>	<p>For children/families</p> <ul style="list-style-type: none"> → Universal access to high quality infant & toddler care, preschool & Transitional Kindergarten → Developmentally-rich language & learning opportunities → Inclusive ECE programs → Centralized, family-friendly enrollment → Community-based early learning opportunities → Early childhood mental health consultations → Linkage to other supports & services <p>For providers</p> <ul style="list-style-type: none"> → SEEDS of Early Learning → Quality ratings → Quality improvement supports 	<p>Integrated Data Systems & Evaluation</p>	<p>Continuous Learning</p>
<p>Children are:</p> <ul style="list-style-type: none"> ✓ Meeting developmental milestones ✓ Ready for school in multiple domains ✓ Meeting K-3rd benchmarks ✓ Proficient in reading & math by 3rd grade ✓ Fluent in academic language <p>Families are:</p> <ul style="list-style-type: none"> ✓ Informed, healthy, strengthened, engaged and valued <p>Partners are:</p> <ul style="list-style-type: none"> ✓ Skilled, responsive, aligned & interdependent 	<p>Continuous Quality Improvement</p>		



SYSTEM PILLARS: THE FOUNDATION OF A HIGH QUALITY PRENATAL -- 3RD GRADE HEALTH & EARLY LEARNING SYSTEM

Early Childhood Concierge Navigator Model for Universal Access



EXHIBIT B-2 (revised)

EXHIBIT B-2

INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE \$100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2 (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$2,000,000
 - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

EXHIBIT B-2 (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

EXHIBIT B-2 (revised)

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

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COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing Agreement

Purchase Order Number:	4300015866	Amendment Number:	1	Effective Date (Will be the date executed by Authorized County Representative):	
Maximum Financial Obligation (Prior to this Amendment):	\$ 91,500	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 111,500		
Current Agreement End Date:	12/31/2019	New Agreement End Date:	12/31/2019		

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code – optional)
Line 1	H	107	5255500	1219	20000		
Line 2	Select...						
Line 3	Select...						
Line 4	Select...						
Line 5	Select...						

Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Santa Clara County Office of Education (responsible fiscal agent) and Alum Rock Union Elementary School District
Contact Person:	Maryann Dewan / Hilaria Bauer
Street Address *:	1290 Ridder Park Dr. / 2930 Gay Ave
City, State, Zip *:	San Jose, CA 95131 / San Jose, CA 95127
Telephone Number *:	408-453-6878 / 408-928-6830
Email Address *:	MaryAnn_Dewan@sccoe.org / Hilaria.Bauer@arUSD.org
SCC Vendor Number (As Assigned In SAP):	1012621 / 1004041

* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT
This is an amendment to an existing Agreement

County of Santa Clara

Agency / Department:	Office of the County Executive	Department Number: 107
Program Manager or Contract Monitor Name:	Arcel Blume	
Street Address:	70 W Hedding St., 11th Floor	
City, State, Zip:	San Jose, CA 95110	
Telephone Number:	408-299-5132	
Fiscal Contact (Accounts Payable Contact):	Yuman Sun	
Contract Preparer:	Don Long	

Signatures

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:	Date:
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Agency/Department Fiscal Officer:	Date:
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County Counsel Approval as to Form and Legality: <i>(Signature required on <u>all</u> contracts before execution by Contractor or County Authorized Representative)</i>	Date:
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Contractor:	Please see attachment B: Signatories for SCCOE and ARUSD	Date:
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County Authorized Representative: <i>(Procurement Department, Board of Supervisors, or Delegated Authority)</i>	Date:
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Office of the County Executive: <i>(Signature required when Board approved contract by a Delegation of Authority)</i>	Date:
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Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: Megan Doyle Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:
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COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing agreement

Reason(s) for Amending the Service Agreement

✓ Amend Term of Agreement

Increase maximum financial obligation by \$20,000 to a new total of \$111,500

End date remains the same.

Or see Attachment _____ as incorporated by this reference

✓ Amend Contract Specifics

Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.

Or see Attachment A as incorporated by this reference

Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 91,500
B.	Amount of increase or decrease: (Explain below)	\$ 20,000
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 111,500

Explanation of increase / decrease (include new payment terms if applicable):

The County shall fund the installation of a second toilet in the co-op preschool program located at Painter Elementary School to ensure it meets state licensing requirements and to expand the program from 15 children to 48 children served. Estimated cost for installation ranged from \$13,398 to \$17,998. An increase in the maximum financial obligation will allow for coverage of any cost overruns.

Or see Attachment _____ as incorporated by this reference

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT
This is an amendment to an existing agreement

Amend Standard Provisions

Or see Attachment _____ as incorporated by this reference
Or Section VI. Standard Provisions is replaced in its entirety by Attachment _____

Other (please explain below)

The changes in this Amendment to the scope of work do not materially alter the intent and purpose of the MOU between the County of Santa Clara, Santa Clara County Office of Education, and the Alum Rock Union Elementary School District. This amendment further clarifies and encumbers necessary resources to implement the Universal Access Pilot Project and provide services to as many children as possible.

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 0
Financial obligation in current fiscal year:	\$ \$91,500
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ \$111,500

Insurance

✓ Insurance does not require changes

Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.

ATTACHMENT B: SIGNATURE PAGE FOR CONTRACTORS IN AMENDMENT TO SERVICE AGREEMENT

By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment. This Amendment is not valid until signed by Contractors' Authorized Representatives (Alum Rock Union Elementary School District (ARUESD) Governing Board President and SCCOE Authorized Representative), County Counsel, and the County Authorized Representative. This Attachment provides for the required Contractor signatures in the Signatures block of the Amendment to Service Agreement with the Santa Clara County Office of Education and the Alum Rock Union Elementary School District (i.e., the below signatories from each Contractor must sign this page for the Amendment to become effective).

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

ARUESD Superintendent or Designee

Date

ARUESD, Board President
Authorized representative of ARUSD Governing Board

Date

SANTA CLARA COUNTY OFFICE OF EDUCATION

SCCOE Superintendent, or Designee

Date

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

12.16

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/January 17, 2019/
Human Resources Department

Staff Analysis:

This item includes recommendations such as new hires, leaves of absence, or other changes in employee status.

Recommendation:

The Board is requested to approve the hiring of any new employee, and any change of status for existing employees.

Submitted by: Jess Serna Title: Interim Assistant Superintendent,
Human Resources

To the Board of Trustees:
Recommend Approval

Meeting: January 17, 2019
Regular Board Meeting

12.16
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

CLASSIFIED PERSONNEL –January 17, 2019

CLASSIFIED OFFERS OF EMPLOYMENT:

I. New Hire:

1. Cautivo, Dominique Rae	Paraeducator/McCollam	01/14/19
2. Ceja, Mayra Guadalupe	Paraeducator/Hubbard	12/17/18
3. Gutierrez, Jaime Montes	Paraeducator/Adelante II	01/07/19
4. Hale, Sarah E	Paraeducator/Aptitud	12/13/18
5. Khakipour, Maryam	Paraeducator/Ryan	12/12/18
6. Lujano, Juan Angel	Community Liaison/Ocala	01/08/19
7. Macias, Deanna	Paraeducator/Arbuckle	12/13/18
8. Martinez, Paulina Olga	Paraeducator/Linda Vista	12/19/18
9. Saavedra, Irma Castillo	Paraeducator/Adelante I	01/09/19

II. Change of Status:

1. Campos, Erika Zepeda	Child Nutrition Assistant I/Arbuckle	12/17/18
2. Casillas, Aurora	Community Liaison/Hubbard	01/07/19
3. Dhami, Kulwinder Kaur	Campus Paraeducator & Paraeducator/ Cureton	12/11/18
4. Mejia, Nora Mercedes	Paraeducator & Campus Paraeducator/ San Antonio & Renaissance II	12/11/18

III. Retirement:

1. Valentine, Esmeralda	Bus Driver/Transportation	01/01/19
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IV. Contracted Employee:

1. King, Stacey	Sports Coach/Adelante I	08/21/18-06/30/19
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V. Termination/Contracted Employee:

1. Garza, Elizabeth	Occupational Therapist/ Special Education Service	12/08/19
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VI. Classified Substitute Personnel:

1. Buenrostro, Nancy	Substitute Clerical	12/07/18
2. Colin, Agustina Becerril	Substitute Custodian	11/28/18
3. Cruz, Karla Guadalupe	Substitute Clerical	12/07/18
4. Diaz, Sonia	Substitute Paraeducator	11/28/18
5. Echeverria, Yerania	Substitute Paraeducator	11/09/18
6. Florean, Florencia Cuevas	Substitute Custodian	11/28/18
7. Garcia, Karina Solorio	Substitute Paraeducator	12/05/18
8. Garcia, Maria Jesus Lopez	Substitute Paraeducator	12/05/18
9. Guevara, Dina Haydee Robles	Substitute Clerical	11/28/18
10. Hall, Adrian Terrell	Substitute Custodian	11/28/18
11. Lara, Rose Carol	Substitute Campus para	10/04/18
12. Lira, Rosalba	Substitute Paraeducator	12/05/18
13. Martinez, Marha Ramirez	Substitute Paraeducator	12/05/18
14. Perez, Alejandra Sandoval	Substitute CNS	09/27/18
15. Sandoval, Liliana	Substitute Paraeducator	11/09/18
16. Southworth, Ella Anne	Substitute Clerical/Para	09/12/18
17. Valadez, Laura Idalia Ramirez	Substitute Custodian	11/28/18

CLASSIFIED OFFERS OF EMPLOYMENT:

VII. Classified Substitute Terminated:

1. Abatecola, Michael	Substitute Custodian	06/01/16
2. Barragan-Escobar, Saul	Substitute Custodian	05/08/16
3. Cruz, Loera	Substitute Custodian	05/23/16
4. Del Ral Carrillo, Aureliano	Substitute Custodian	07/01/16
5. Gallardo, Francisco	Substitute Custodian	08/01/15
6. Garcia, Vicente	Substitute Custodian	01/10/17
7. Gonzalez, Martin	Substitute Custodian	03/07/16
8. Jackson, Jerreece	Substitute Clerical	12/22/17
9. Lizarraga, Eddie Hernandez	Substitute Custodian	07/31/15
10. Llamas, Fernando	Substitute Custodian	03/21/16
11. Mack, Douglas	Substitute Custodian	03/29/16

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
January 17, 2019**

CERTIFICATED OFFERS OF EMPLOYMENT:

I. New Hire Substitute Teacher:

1. Cook, Steve	Substitute Residential Teacher	01/07/2019
2. Cox, Elizabeth	Substitute Teacher	12/19/2018
3. Faines, Anna	Substitute Residential Teacher	01/07/2019
4. Faines, James	Substitute Residential Teacher	01/07/2019
5. Gil, Erica	Substitute Teacher	10/29/2018
6. Hawkins, Zane	Substitute Residential Teacher	01/07/2019
7. Hernandez, Frank	Substitute Residential Teacher	01/07/2019
8. Loui, Florence	Substitute Residential Teacher	01/07/2019
9. Manundo, Marlon	Substitute Residential Teacher	01/07/2019
10. Morquecho, Leticia	Substitute Residential Teacher	01/07/2019
11. Oliphant, Moriah	Substitute Teacher	10/12/2018
12. Ortega, Robert A.	Substitute Teacher	10/29/2018
13. Peterson, Sarah	Substitute Residential Teacher	01/07/2019
14. Rojas, Raul	Substitute Residential Teacher	01/07/2019
15. Solis, Salvador	Substitute Residential Teacher	01/07/2019

II. Employee Contracts:

1. Castro, Patrice	CAASPP Test Coordinator	03/18/2019-06/07/2019
2. Castro, Patrice	ELPAC Coordinator	01/07/2019-03/15/2019
3. Contreras-Walter, Melissa	MFT Intern	12/11/2018-06/11/2019
4. Stegeman, Rebecca	ELPAC Tester	01/07/2019-05/17/2019
5. Valdivia, Rebecca	MFT Intern	12/18/2018-06/11/2019

CERTIFICATED CHANGES OF STATUS:

III. Variable Term Credential Waiver Renewal Request:

1. Miller, Aurora Regina	Speech, Language and Pathology Services Credential Program
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IV. One Year Nonpaid Personal Leave of Absence:

1. Franco, Brittany	1/Chavez Elementary	01/08/2019-06/30/2019
2. Mandell, Taylor	RSP/APTITUD	12/12/2018-06/20/2019

V. Retirement:

1. Gutierrez, Osiel	4/Ryan Elementary	02/01/2019
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VI. Released from Temporary Contract:

1. Falsafi, Babak	Music Prep	01/11/2019
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2930 Gay Avenue, San Jose, CA 95127

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Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: December 14, 2018

Subject: School-sponsored Field Trip List

Staff Analysis: Student field trips are an important component of the educational program. Field trips supplement and enrich classroom-learning experiences and provide opportunities for students to relate their new learning to the outside world.

Recommendation: Staff recommends approval of out-of-county school field trips.

Submitted by: Sandra Garcia

Title: Director of State and Federal Programs

Approved by: Rene Sanchez 

Title: Assistant Superintendent of Instructional Services

To the Board of Trustees:

Meeting: January 17, 2019
Regular Board Meeting

Recommend Approval

12.17
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

School-Sponsored Field Trip Information Sheet

Overnight Field Trips are in BOLD

Field Trips for Board Approval: January 17, 2019

School	Field Trip Event	City, and County	Date	Grade	# of Classes / Students	Budget (coding)	Purpose: (academic standard the trip supports)
Adelante I	Hiller Aviation Museum	San Carlos/ San Mateo	01/23/2019	5	64 Students	PLG	Students will engage in modern technology and participated hands-on with technology, science, math, and engineering.
Adelante I	Monterey Bay Aquarium	Monterey/ Monterey	01/23/2019	K	65 Students	PTA	Students will learn about sea animals and their habitats.
Aptitud	Fitzgerald Marine Reserve	Moss Beach/ San Mateo	01/29/2019	6	40 Students	Title I	Students will learn about ocean ecosystems and the relationships between oceans and the Earth's climate.
George	San Francisco Exploratorium	San Francisco/ San Francisco	03/15/2019	6	192 Students	Title I	Students will explore exploratorium and participate hands-on activities.
Fischer	O'Neil Sea Odyssey	Santa Cruz/ Santa Cruz	03/06/2019	6	53 Students	Donations	Students will learn about sea animals and their habitats.
Fischer	O'Neil Sea Odyssey	Santa Cruz/ Santa Cruz	03/05/2019	6	30 Students	Donations	Students will learn about sea animals and their habitats.
Russo/ McEntee	Walden West Saratoga Camp	Saratoga/ Santa Clara	05/28/2019 – 05/31/2019	5	60 Students	ASB	Students will explore through forest, learn about the nature environment, and participate in hands-on science activities.
Renaissance II @ Mathson	Exploratorium in San Francisco	San Francisco/ San Francisco	03/27/2019	8	87 Students	Title I	Students will explore Exploratorium and participate in hands-on science activities.
Cassell	Monterey Bay Aquarium	Monterey/ Monterey	01/22/2019	SDC-In & 4	60 Students	ASB	Students will learn about sea animals and their habitats.