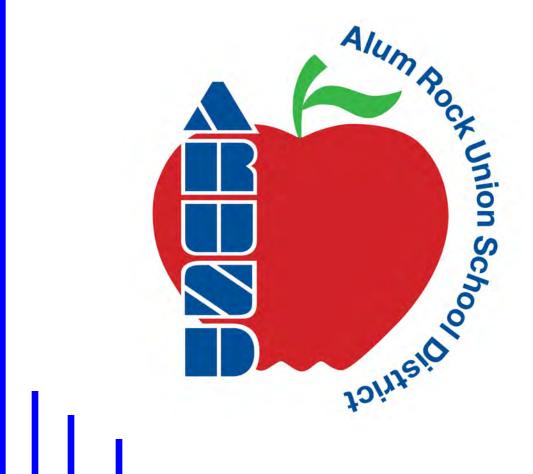
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES



Regular Board Meeting June 27, 2019



Thursday, June 27, 2019 REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA

Time: 5:30 p.m.

Code: Regular #20-18/19

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 / PLEDGE OF ALLEGIANCE -- 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: PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Title: (1) Assistant Principals; and (2) Principals.
- 2.02 DISCUSSION/ACTION: CONFERENCE WITH LEGAL COUNSEL -- ANTICIPATED LITIGATION: Significant exposure to litigation pursuant to Government Code, 54956.9, subdivision (d) (2). One (1) Potential Case -- Claim for Damages of Leal & Trejo, APC.
- 2.03 DISCUSSION/ACTION: PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957); Superintendent.
- 2.04 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.
- 2.05 INFORMATION/DISCUSSION: 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.

2.06 INFORMATION/DISCUSSION: 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 --- 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. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

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

5. COMMENTS AND COMMUNICATION

- 5.01 Teamsters.
- 5.02 California School Employee's Association (CSEA).
- 5.03 Alum Rock Administrator's Association (ARAA).
- 5.04 Alum Rock Educator's Association (AREA).
- 5.05 Superintendent.
- 5.06 Board of Trustees/Communications/Comments.

6. PUBLIC HEARING

6.01 PUBLIC HEARING: 2019-20 Local Control Accountability Plan (LCAP) continued Public Hearing from the June 13, 2019 Regular Board Meeting.

6.02 PUBLIC HEARING: Proposed 2019-20 Budget Adoption continued Public Hearing from the June 13, 2019 Regular Board Meeting.

7. NEW CONTRACTS OVER \$100,000 -- BOARD DISCUSSION AND/OR ACTION

7.01 DISCUSSION/ACTION: Approve Contract with Think Together to provide TK/Kinder Academy programs at Meyer, Ryan, Lyndale, Adelante, Linda Vista, & McCollam, to reinforce skill-building in English Language Arts & Math, State & Federal, \$508,558.00

- 7.02 DISCUSSION/ACTION: Approve Contract with YMCA of Silicon Valley, to provide TK/Kinder Academy programs at Aptitud, Cassell, Chavez, Cureton, Dorsa, Lucha, Arbuckle/Adelante II, & San Antonio, to reinforce skill-building in English Language Arts & Math, State & Federal, \$590,462.00.
- 7.03 DISCUSSION/ACTION: Approve Think Together to provide TK/Kinder Academy programs at Painter, Russo/McEntee, & Hubbard to reinforce skill-building in English Language Arts & Math, State & Federal, \$200,000.

8. SUPERINTENDENT / BOARD BUSINESS

- 8.01 DISCUSSION/ACTION: Board Bylaw 9006, Second Reading -- Board of Trustees' Code of Conduct.
- 8.02 DISCUSSION/ACTION: Board Bylaw 9250, First Reading -- Remuneration, Reimbursement and Other Benefits.
- 8.03 DISCUSSION/ACTION: Exhibit 9250, First Reading -- Remuneration, Reimbursement and Other Benefits.
- 8.04 DISCUSSION/ACTION: State Audit Report Follow-Up Regarding Board Member Attendance and Stipends.
- 8.05 DISCUSSION/ACTION: State Audit Report Follow-Up and District Response Regarding Governance Training, Brown Act Training, and Development of Governance Handbook. Proposed dates in August include: August 10, 17, 24, and 31; Proposed dates in September include: September 7, 14, 21, and 28.
- 8.06 DISCUSSION/ACTION: Approve Draft Form Response Letter to the State Auditor.
- 8.07 DISCUSSION/ACTION: CSBA Membership Dues, Period from July 1, 2019 through June 30, 2020, \$13,724.00. Dues not processed before September 15, 2019 will incur a 10% late fee and all services will be discontinued after September 16, 2019.
- 8.08 DISCUSSION/ACTION: CSBA Educational Legal Alliance (ELA) Membership Dues, Period from July 1, 2019 through June 30, 2020, \$3,431.00. Due not processed before September 15, 2019 will incur a 10% late fee and all services will be discontinued after September 16, 2019.
- 8.09 DISCUSSION/ACTION: CSBA Manual Maintenance Services, Period from July 1, 2019 through June 30, 2020, \$3,485.00. Services must be renewed by September 15, 2019 to keep uninterrupted access to service.
- 8.10 DISCUSSION/ACTION: CSBA GAMUT Online, Period from July 1,2019 through June 30, 2020, \$3,445.00. Services must be renewed by September 15, 2019 to keep uninterrupted access to service.

9. INSTRUCTIONAL SERVICES

- 9.01 ACTION: Review and Approve the Annual Update for the Local Control Accountability Plan (LCAP) 2017-2020.
- 9.02 INFORMATION: Local Control Accountability Plan (LCAP) 2019-2020- Aptitud Community Academy.
- 9.03 ACTION: Review and Approve the LCAP Federal Addendum.

- 9.04 INFORMATION: Submission of Annual Report for Alternative Schools/Programs of Choice to the California Department of Education.
- 9.05 ACTION: Consolidated Application and Reporting System (CARS) 2017/18-2018/19 Reporting and 2019-2020 Application for Funding.

10. BUSINESS

- 10.01 ACTION: Adoption of the District's Proposed 2019-2020 Budget.
- 10.02 DISCUSSION/ACTION: Approve Grant Agreement. The United States Soccer Federation Foundation, Inc. ("Foundation") has offered a grant to ARUSD for installation of a mini-pitch soccer field at Hubbard Media Arts Academy and Ben Painter Elementary School.
- 10.03 ACTION: Approve Kidango's Proposal to Replace Playground Structures at Linda Vista Elementary School and Ryan STEAM Academy.
- 10.04 ACTION: Approve Amendment of Ground Lease Agreement between Alum Rock Union Elementary School District and Across the Bridge Foundation, dba Downtown College Prep Termination of Building C Option.
- 10.05 ACTION: Approve Delegation of Authority to Approve Bids and Award Contracts for Facilities Improvements in the Event of any Unforeseen Urgent Need District Wide.
- 10.06 ACTION: Approve Delegation of Authority to Approve Bids and Award Contracts for BOND Projects Improvements in the Event of any Unforeseen Urgent Need District Wide.
- 10.07 ACTION: Approve Resolution No. 48-18/19 Delegation of Authority in Regard to Awarding of Emergency Contracts.

11. HUMAN RESOURCES

- 11.01 INFORMATION Regarding Resignations.
- 11.02 ACTION: Approve Resolution No. 49-18/19 Reducing/Laying Off Classified Employee Services.

12. CONSENT CALENDAR

- 12.01 ACTION: Approve Contracts for Professional Services Firms.
- 12.02 ACTION: Approve Adoption of Piggybackable Contracts for Equipment, Materials, Supplies, and Services (that are not construction services).
- 12.03 ACTION: Approve School Plan for Student Achievement (SPSA) 2019-2020.
- 12.04 ACTION: Approve/Ratify Notices of Employment and Changes of Status/June 27, 2019/Human Resources Department.
- 12.05 ACTION: Approve ARUESD 2019-2020 Instructional Calendar.
- 12.06 ACTION: Approve Start and End Times for School Year 2019-2020.
- 12.07 ACTION: Approve Out of State Travel, CSEA Annual Conference, Las Vegas, NV, July 28 August 4, 2019 for Melody Todd, LeAnne Depew & Madgalena Grimaldo. No cost.
- 12.08 ACTION: Approve Out of State Travel, National Spanish Spelling Bee, Denver, CO, July 11-14, 2019 for Ma. Elena Villegas & Patricia Sarkes. Estimated cost \$3733.15.

12.09 ACTION: Approve Revised Out of State Travel, New Tech Annual Conference, Orlando, FL, July 15 - 19, 2019 for JoAnn Sanchez, Jesse Springer, Linda Templeton, Jackie Montejano, Jasmine Woods, Amber Johnstone & Kevin Fuller. Estimated cost \$11,350.

12.10 ACTION: Approve City Year San Jose/Silicon Valley Contract Reduction.

12.11 ACTION: Approve the School-Sponsored Field Trip.

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.

15. NEXT MEETING(S)

15.01 No Regular Board Meeting during July.

15.02 August 8, 2019 (2019-20 School Year).



Office of Superintendent of Schools

Board of Trustees:	June 16, 2019
Subject:	PUBLIC HEARING LCAP 2019-20 Local Control Accountability Plan (LCAP) continued Public Hearing from the June 13, 2019 Regular Board Meeting.
Public Hearing	
Submitted by:	Hilaria Bauer Title: Superintendent
Public Hearing 6.0 Agenda Placement	Hilaria Bauer, Ph.D., Superintendent
Agenda Placement	Hilaria Bauer, Ph.D., Superintendent DISPOSITION BY BOARD OF TRUSTEES Seconded by:

6.02

Office of Superintendent of Schools

To the Board of T	rustees:	Date: June 21, 2019
Subject:	Public Hearing: Proposed 2019-2020 Budget Ad From the June 13, 2019 Regular	
Staff Analysis:	the recommendations and commendations are commendations and commendations and commendations are commendations are commendations and commendations are commendations are commendations are commendations.	at 5:30 p.m., or soon thereafter, to solicit lents of members of the public regarding in for 2019-20 school year. The Proposed tion at the District Office Lobby Area is Department, 2930 Gay Avenue, San
PUBLIC HEARII	VG	
	\mathcal{A}	
Submitted by: _k	Kolvira Chheng Title: Assistant S	uperintendent, Business Services
Submitted by: _k	Kolvira Chheng Title: Assistant S	uperintendent, Business Services
Submitted by: <u>k</u> To the Board of T		g: June 27, 2019
	rustees: Meetin	
To the Board of T	rustees: Meetin	g: June 27, 2019
To the Board of T PUBLIC HEARIN	rustees: Meetin	g: June 27, 2019 Regular Board Meeting Bauer, Ph.D. Superintendent
To the Board of T PUBLIC HEARIN O.OZ Agenda Pl	rustees: Meetin	g: June 27, 2019 Regular Board Meeting Bauer, Ph.D. Superintendent

Office of Superintendent of Schools

7.01

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Tru	istees:	Date: _June 20, 2019
Subject:	Think Together "TK/Kinder A	Academy"
Staff Analysis:	extended activities at Me Elementary Schools in the	de TK/Kinder Academy programs at designated schools to offer eyer, Ryan, Lyndale, Adelante, Linda Vista & McCollam Alum Rock School District. The programs shall offer activities orce classroom instruction offering foundational skill-building in Mathematics.
Recommendation:		rd approve the contract with Think Together for before and after year of the 2019-2020. Cost of "TK/Kinder Academy" Contract
Submitted by:	Sandra Garcia	Title: Director, State & Federal Programs
Approved by:	Rene Sanchez	Title: Assistant Superintendent, Instructional Services
To the Board of Tru	istees:	Meeting: June 27, 2019
Recommend	ded Approval	Hilaria Bauer, Ph.D., Superintendent
Matian by		N BY BOARD OF TRUSTEES
		Seconded by: Tabled
Approved	Not Approved	Tabled

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

PROGRAM MANAGER: Sandra Garcia PARTIES: The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 9512: the following named Contractor: Name of Individual/Company: Think Together Address: 550 Valley Way City: Milpitas State: CA Zip: 95035 Phone: (408) 946-2727 Email Address: SSN: or Fed I.D. #: Mutually agree and promise as follows: CONTRACT TERM: start date July 1, 2019 end date June 30, 2020 CONTRACTOR'S OBLIGATION: In consideration of the compensation, the Contractor shall provide the following services, materials, and/or reports: A Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach properhibits and other documentation if necessary: Think Together will provide TK/Kinder Academy programs at designated schools to offe extended activities at Meyer, Ryan, Lyndale, Adelante I, Linda Vista & McCollam Elementary Schools within ARUSD The programs shall offer activities that complement and reinforce classroom instruction offering skill-building in English Language Arts & MacCollam Complement and reinforce classroom instruction offering skill-building in English Language Arts & MacCollam Complement and reinforce classroom instruction offering skill-building in English Language Arts & MacCollam Complement and reinforce classroom instruction offering skill-building in English Language Arts & MacCollam Complement and reinforce classroom instruction offering skill-building in English Language Arts & MacCollam Complement and reinforce classroom instruction offering skill-building in English Language Arts & MacCollam Complement and reinforce classroom instruction offering skill-building in English Language Arts & MacCollam Complement and reinforce classroom instruction offering skill-building in English Language Arts & MacCollam Complement and reinforce classroom instruction offering skill-building in English Language Arts & MacCollam Complement and reinforce classroom instruction of	_DIVISION OF BUSINESS SE	RVICES			CONTRACT	T NO,	
PARTIES: The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 9512 the following named Contractor: Name of Individual/Company:	State & Federal D	ept	(Sch	ool/Dept.)	VENDOR N	10	
Name of Individual/Company: Think Together Address: 550 Valley Way City: Milpitas State: CA Zip. 95035 Phone: (408) 946-2727 Email Address: SN:	OGRAM MANAGER: Sandra	Garcia					
Address: 550 Valley Way City: Milpitas State: CA zip: 95035 Phone: (408) 946-2727 Email Address:			Sistrict (ARUESI)), whose address i	s 2930 Gay Avenu	ie, San Jose,	CA 95127, and
Phone: (_408) 946-2727	Name of Individual/Company:	Think Together					
Mutually agree and promise as follows: CONTRACT TERM: start dateJuly 1, 2019 end date _June 30, 2020 CONTRACTOR'S OBLIGATION: In consideration of the compensation, the Contractor shall provide the following services, materials, and/or reports: A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach property exhibits and other documentation if necessary: Think Together will provide TK/Kinder Academy programs at designated schools to offeextended activities at Meyer, Ryan, Lyndale, Adelante I, Linda Vista & McCollam Elementary Schools within ARUSD. The programs shall offer activities that complement and reinforce classroom instruction offering skill-building in English Language Arts & Macon Property documented demand for pay (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered 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 number of hours/day service. X b. Other: \$ 508,558.00 (describe rate agreement) BUDGET CODE: FUND DEPARTMENT PROG/COUNTER OBJECT \$ AMOUNT PROG. TITLE BUS OFC	Address: 550 Valley W	ay	City	/: Milpitas	State: _	CA Zip:	95035
Mutually agree and promise as follows: CONTRACT TERM: start date	Phone: (408) 946-27	27	Em	ail Address:			
CONTRACTOR'S OBLIGATION: In consideration of the compensation, the Contractor shall provide the following services, materials, and/or reports: A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach properties and other documentation if necessary: Think Together will provide TK/Kinder Academy programs at designated schools to offeextended activities at Meyer, Ryan, Lyndale, Adelante I, Linda Vista & McCollam Elementary Schools within ARUSD. The programs shall offer activities that complement and reinforce classroom instruction offering skill-building in English Language Arts & Macon Programs and reinforce classroom instruction offering skill-building in English Language Arts & Macon Programs and reinforce classroom instruction offering skill-building in English Language Arts & Macon Programs and reinforce classroom instruction offering skill-building in English Language Arts & Macon Programs and reinforce classroom instruction offering skill-building in English Language Arts & Macon Programs and reinforce classroom instruction offering skill-building in English Language Arts & Macon Programs and reinforce classroom instruction offering skill-building in English Language Arts & Macon Programs and reinforce classroom instruction offering skill-building in English Language Arts & Macon Programs and reinforce classroom instruction offering skill-building in English Language Arts & Macon Programs and reinforce classroom instructor's provision of services as described above, and subject to the payment provision of services and services as described above, and subject to the payment provision of services and services are reinforced above, and subject to the payment provision of services and services are described above, and subject to the payment provision of services and services are reinforced above, and subject to the payment provision of services and services are reinforced above, and subject to the payment provision of services and services are	SSN;		or Fed	i I.D. #;			
CONTRACTOR'S OBLIGATION: In consideration of the compensation, the Contractor shall provide the following services, materials, and/or reports: A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach property exhibits and other documentation if necessary. Think Together will provide TK/Kinder Academy programs at designated schools to offer extended activities at Meyer, Ryan, Lyndale, Adelante I, Linda Vista & McCollam Elementary Schools within ARUSD. The programs shall offer activities that complement and reinforce classroom instruction offering skill-building in English Language Arts & Macon Compensation. COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment proviex pressed herein. ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for pay (invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered 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 hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/day service. X b. Other: \$508,558.00	Mutually agree and promise a	as follows:					
CONTRACTOR'S OBLIGATION: In consideration of the compensation, the Contractor shall provide the following services, materials, and/or reports: A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach property exhibits and other documentation if necessary. Think Together will provide TK/Kinder Academy programs at designated schools to offe extended activities at Meyer, Ryan, Lyndale, Adelante I, Linda Vista & McCollam Elementary Schools within ARUSD. The programs shall offer activities that complement and reinforce classroom instruction offering skill-building in English Language Arts & Macon Compensation. In consideration of Contractor's provision of services as described above, and subject to the payment proviex pressed herein. ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for pay ((Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered 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 hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days envice. X b. Other: \$508,558.00	CONTRACT TERM: start date	July 1, 2019		end date	June 30, 20	020	
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FUND DEPARTMENT PROG/COUNTER OBJECT \$ AMOUNT PROG. TITLE BUS OFC	expressed herein, ARUESD s (Invoice) which shall be submit upon approval of such demand a Fee Rate: \$hours/da service.	shall pay Contractor up ted not later than 30 day by ARUESD as follows: per hour/ ays of services. ARUES	oon Contractor' lys from the end (Check either a /day of service SD may, but is	s submission of a d of the month in w t, b, or c). as may be request not obligated to, re	properly docume hich the contract s ed by ARUESD, n	ented deman services were	d for paymen rendered, and a maximum o
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3 360 5050-0 5815 508,558.00	DEPARTMENT	PROG/COUNTER	OBJECT	S AMOUNT	PROG TITLE	BUS	

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

7,02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Tru	stees:	Date: June 20, 2019
Subject:	YMCA of Silicon Valley "TK	Kinder Academy"
Staff Analysis:	Schools from the start of a opportunities for TK and I Dorsa, LUCHA, Arbuckle	der Academy programs at eight (8) Alum Rock Elementary the school day through 6:00pm to provide extended learning Kindergarten students at Aptitud , Cassell , Chavez , Cureton , /Adelante II , San Antonio . The programs shall offer activities ree classroom instruction offering foundational skill-building in Mathematics.
Recommendation:		d approve the contract with YMCA for before and after school School Year. Cost of "TK/Kinder Academy" Contract is
Submitted by:	Sandra/Garcia	Title: Director, State & Federal Programs
Approved by:	Rene Sanchez	Title: Assistant Superintendent, Instructional Services
To the Board of Tru	stees:	Meeting: June 27, 2019
Recommend	ded Approval	
7.0	7	12 Marine
Agenda Pla	cement	Hilaria Bayer, Ph.D., Superintendent
	DISPOSITION	N BY BOARD OF TRUSTEES
Motion by:		Seconded by:
Approved	Not Approved	Tabled





ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

-	ON OF BUSINESS SER	RVICES			CONTRACT	NO
ом: Sta	ate & Federal D	epartment	(Scho	ool/Dept.)	VENDOR NO.	13882
OGRAM N	MANAGER: Sandra	Garcia				
	S: The Alum Rock Union		District (ARUESD), whose address is	2930 Gay Avenue,	San Jose, CA 95127, and
Name of	f Individual/Company:	YMCA of Silico	n Valley			- ×-
Address	80 Saratoga A	venue	City	Santa Clara	State: C	A zip: 95051
Phone:	(408) 713-653	3	Ema	ail Address:		
SSN: _	-,374,4724		or Fed	I.D. #:		
Mutually	y agree and promise a	s follows:				
CONTRA	ACT TERM: start date	July 1, 2019		end date_	June 30, 202	20
A. Desc exhib	oits and other documen	e provided and expectation if necessary:				
A. Desc exhib	cription of services to book and other document A will offer TK/K	be provided and expect tation if necessary: inder Academy of day through 6r	programs a	at eight (8) Ele	ementary Sch	
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A. Desc exhibit YMC/the stark/K & Sar COMPER expresse (Invoice) upon app	eription of services to be bits and other document A will offer TK/K tart of the school students at Apt of Antonio. The process of the submitted has been as a submitted by the service of the submitted by the service. Other: \$	pe provided and expectitation if necessary: inder Academy Iday through or itud, Cassell, Croograms offer E ration of Contractor's proper and later than 30 day by ARUESD as follows: per hour/ provided and expective p	programs a common to provision of service on Contractor's ys from the end (Check either a, day of service a SD may, but is reate agreement)	at eight (8) Ele de extended le eton, Dorsa, L guage Arts & ces as described at submission of a of the month in whi b, or c) as may be requested not obligated to, req	ementary Schearning opportunity opportunity document on the contract services the maximum Schools: Apti	to exceed a maximum or number of hours/days of tud,
A. Descentile of the state of t	eription of services to be bits and other document A will offer TK/K tart of the school students at Apt of Antonio. The process of the submitted has been as a submitted by the service of the submitted by the service. Other: \$	pe provided and expectitation if necessary: inder Academy	programs a common to provision of service on Contractor's ys from the end (Check either a, day of service a SD may, but is reate agreement)	at eight (8) Ele de extended le eton, Dorsa, L guage Arts & ces as described at submission of a of the month in whi b, or c) as may be requested not obligated to, req	ementary Schearning opportunity opportunity document on the contract services the maximum Schools: Apti	nool Sites from ortunities for ckle/Adelante II to the payment provisions ed demand for payment vices were rendered, and to exceed a maximum or number of hours/days of itud,

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

7.03

To the Board of Tru	istees:	Date: June 20, 2019
Subject:	Think Together "TK/Kinder Academy"	
Staff Analysis:	extended activities at Painter, Russo/N Rock School District. The programs s	er Academy programs at designated schools to offer McEntee & Hubbard Elementary Schools at Alum shall offer activities that complement and reinforce tional skill-building in English Language Arts and
Recommendation:		he contract with Think Together for before and after 019-2020. Cost of "TK/Kinder Academy" Contract
Submitted by:	Sandra/Garcia	Director, State & Federal Programs
Approved by:	Rene Sanchez Title:	Assistant Superintendent, Instructional Services
To the Board of Tru	istees: Meeting	: June 27, 2019
Agenda Place	ded Approval Cement H	filaria Bauer, Ph.D., Superintendent
	DISPOSITION BY BOAR	D OF TRUSTEES
Motion by:		ed by:
Approved	Not Approved	Tabled

INDEPENDENT CONTRACTOR AGREEMENT

		RVICES			CONTINACTIVE	JUN 20 2019 H
M: Sta	te & Federal P	rograms	(Sch	lool/Dept.)	VENDOR NO.	
OGRAM M	ANAGER: Sandra	Garcia				
	3: The Alum Rock Uniting named Contractor		District (ARUESD	D), whose address is	2930 Gay Avenue, S	an Jose, CA 95127, and
Name of	Individual/Company:	Think Together				
Address:	550 Valley Wa	ay	City	Milpitas	State: CA	zip: 95035
Phone: (408) 946-272	27	Em	ail Address:		
SSN: _			or Fed	1 I.D. #:		
Mutually	agree and promise a					
CONTRA	CT TERM: start date	July 1, 2019		end date_	June 30, 2020	0
exhib	ription of services to lits and other documen	tation if necessary:				
A. Descriexhibit	ription of services to to its and other document Together will p	itation if necessary: provide TK/Kinde	er Academy	y programs at & Hubbard Ele	designated sc	hools to offer
A Descriexhibit Think extend The proffering COMPEN expressed (Invoice) upon approximation and a second control of the control	ription of services to lets and other document. Together will produce activities a rograms shall or groundational services. In consider the herein, ARUESD swhich shall be submit roval of such demand. Fee Rate: \$	provide TK/Kinder TRUSSON TRUS	er Academy /McEntee of at complen English La rovision of service con Contractor's tys from the end (Check either a //day of service a SD may, but is	y programs at & Hubbard Element and reinforment and reinforment and reinforment as submission of a d of the month in white, b, or c)	designated sc ementary Schoorce classroon and Mathematic cove, and subject to properly documented ich the contract service d by ARUESD, not to quest the maximum of	n instruction cs. the payment provisions demand for payment
A. Descriexhibit Think extend The proffering compensus (Invoice) upon approximate a second compensus a secon	ription of services to lets and other document Together will produced activities a rograms shall of groundational stations. In consider the herein, ARUESD swinch shall be submit roval of such demand Fee Rate: \$	provide TK/Kinder TK/Kinde	er Academy /McEntee of at complen English La rovision of service con Contractor's tys from the end (Check either a //day of service a SD may, but is	y programs at & Hubbard Element and reinforguage Arts a rices as described at s submission of a d of the month in white, b, or c)	designated sc ementary Schoorce classroon and Mathematic cove, and subject to properly documented ich the contract service d by ARUESD, not to quest the maximum of	the payment provisions d demand for payment ces were rendered, and
A. Descriexhib Think extend The p offerin COMPEN expressed (Invoice) upon appl a. X b. BUDGET	ription of services to lets and other document Together will programs shall or groundational stations. In consider the shall be submit royal of such demand to service. Other: \$ 200,000 CODE:	provide TK/Kinde t Painter, Russo offer activities the skill-building in ration of Contractor's puted not later than 30 da by ARUESD as follows: per hour/ ays of services. ARUES (describe)	er Academy //McEntee of at complem English La rovision of service on Contractor's tys from the end (Check either a //day of service a SD may, but is erate agreement	y programs at & Hubbard Element and reinfonguage Arts a rices as described at some submission of a d of the month in white, b, or c) as may be requested not obligated to, requested to the month in white	designated sc ementary Schoorce classroon and Mathematic cove, and subject to properly documented ich the contract service d by ARUESD, not to quest the maximum in	thools to offer ools at ARUSD. In instruction Cs. The payment provisions of demand for payment ces were rendered, and of exceed a maximum of number of hours/days of
A. Descriexhibit Think extend The proffering compensus (Invoice) upon approximate a second compensus a secon	ription of services to lets and other document Together will produced activities a rograms shall of groundational stations. In consider the herein, ARUESD swinch shall be submit roval of such demand Fee Rate: \$	provide TK/Kinder TK/Kinde	er Academy /McEntee of at complen English La rovision of service con Contractor's tys from the end (Check either a //day of service a SD may, but is	y programs at & Hubbard Element and reinforguage Arts a rices as described at s submission of a d of the month in white, b, or c)	designated sc ementary Schoorce classroon and Mathematic cove, and subject to properly documented ich the contract service d by ARUESD, not to quest the maximum of	the payment provisions d demand for payment ces were rendered, and

- 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.

DUDCHOSING

Office of Superintendent of Schools

8.01

Board of Trustees:		June 16, 2019
SUBJECT:	BOARD BYLAW 9006, SECO BOARD OF TRUSTEES' CO	
DISCUSSION/ACT	ION	
Submitted by:	Hilaria Bauer	Title: Superintendent
To the Board of Trust	ees: Meeting	: June 27, 2019 Regular Board Meeting
Discussion/Action S.O. Agenda Placement	H	ilaria Rayer, Ph.D., Superintendent
	DISPOSITION BY BOAR	RD OF TRUSTEES
Motion by:		Seconded by:
Approved:	Not Approved:	Tabled:

Alum Rock Union ESD

Board Bylaw BB9006

Board of Trustees' Code of Conduct

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

- Board members will serve the interests of the people of the entire school district.
 Members recognize this responsibility to the whole to be greater than:
 - Any loyalty a member may have to any other advocacy or interest groups or individuals;
 - b. Loyalty based upon membership on other boards or staffs;
 - Conflicts based upon the personal interest of any board member who is also a parent of a student in the district;
 - d. Conflicts based upon being a relative of an employee of the district; or
 - Conflicts based upon the member's election from or identification with a subsection of the district.
- Board members will not attempt to exercise individual authority over the operation of the school district.
 - Members will not attempt to assume personal responsibility for resolving operational problems or complaints, but may monitor through the superintendent the disposition of complaints;
 - b. Members will not personally direct any part of the operational organization.
- To build trust among members and to ensure an environment conducive to effective governance, members will:
 - a. Focus on issues rather than personalities;
 - b. Respect decisions of the full board;
 - Exercise honesty in all written and interpersonal interaction, never intentionally misleading or misinforming each other;
 - d. Criticize tactfully, praise publicly;
 - Make every reasonable effort to protect the integrity and promote the positive image of the district and one another;
 - f. Never embarrass each other or the district;
 - g. Demonstrate respect for the public as a whole and community members individually at all times and in all situations;

- h. Demonstrate courtesy and respect in your communications by being responsive to one another and to the Superintendent and all staff;
- Refrain from personal comments and attacks against each other, staff and members of the community;
- j. Listen first, and respect each Board Member's opinions and opportunity to speak;
- k. Show deference to Board leadership in the conduct of Board meetings. Wait your turn to speak.
- 4. Members will exercise personal discipline in the performance of their duties, including proper use of authority and appropriate decorum when acting as board members.
- 5. Members shall maintain confidentiality appropriate to sensitive issues and information that otherwise may tend to compromise the integrity or legal standing of the board, especially those matters discussed in Closed Session.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Adopted: June 13, 2019, San Jose, California

Revised: June 27,2019

8.02

Office of Superintendent of Schools

ubject: BOARD BYLAW 9250, FIRST REA REMUNERATION, REIMBURSEN		NEFITS
SCUSSION/ACTION		
Submitted by: Hilaria Bauer	Title:	Superintendent
To the Board of Trustees:	Meeting:	June 27, 2019
Discussion/Action		Regular Board Meeting
8.02		MANUM
Agenda Placement	H	ilaria Bauer, Ph.D., Superintendent
DISPOSIT	ION BY BOARD OF TR	RUSTEES
Motion by:	Seconded b	y:
Approved: Not Ap	proved:	Tabled:

Alum Rock Union ESD

Board Bylaw

Remuneration, Reimbursement And Other Benefits

BB 9250 Board Bylaws

Remuneration

Each member of the Board of Trustees may receive the maximum monthly compensation as provided for in Education Code 35120.

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. (Education Code 35120)

Board members are not required to accept payment for meetings attended.

Any member who does not attend all Board meetings during the month is eligible to receive a percentage of the monthly compensation equal to the percentage of meetings he/she attended, unless otherwise authorized by the Board in accordance with law. (Education Code 35120)

In order to receive compensation for attending any Board meeting, Board members shall be present for at least 50% percent of the total meeting time (closed and open sessions combined).

A member may be compensated for meetings he/she missed when the Board, upon request by the member who was absent and by resolution adopted at a public meeting in the form of Exhibit 9250, finds that he/she was performing designated services for the district at the time of the meeting or that he/she was absent because of illness, jury duty or a hardship deemed acceptable by the Board. (Education Code 35120) No later than 10 days before a scheduled Board meeting, the absent member shall make a written request to the Superintendent and the Board President requesting that such a resolution be agendized for consideration by the Board at a board meeting.

Reimbursement of Expenses

Board members shall be reimbursed for actual and necessary expenses incurred when performing authorized services for the district. Expenses for travel, telephone, business meals, or other authorized purposes shall be in accordance with policies established for district personnel and at the same rate of reimbursement.

(cf. 1160 - Political Processes) (cf. 3100 - Budget) (cf. 3350 - Travel Expenses)

(cf. 3513.1 - Cellular Phone Reimbursement)

Board members shall be reimbursed for traveling expenses incurred when authorized in advance by the Board. (Education Code 35044)

(cf. 9240 - Board Development)

Authorized purposes may include, but are not limited to, attendance at educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the district's interests; attendance at district or community events; and meetings with state or federal officials on issues of community concern.

Personal expenses shall be the responsibility of individual Board members. Personal expenses include, but are not limited to, the personal portion of any trip, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on district-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while on district business.

Any questions regarding the propriety of a particular type of expense should be resolved by the Superintendent or designee before the expense is incurred.

The rate of reimbursement shall be the same rate specified for district personnel.

(cf. 3350 - Travel Expenses)

Board members may use district-issued credit cards while on official district business. Under no circumstances may personal expenses be charged on district credit cards.

Health and Welfare Benefits

Board members may participate in the health and welfare benefits program provided for district employees.

Health and welfare benefits for Board members shall be no greater than that received by district's nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

Health and welfare benefits provided to Board members shall be extended at the same level to their spouse/registered domestic partner and to their eligible dependent children as specified in law and the health plan.

Legal Reference:

EDUCATION CODE

33050-33053 General waiver authority

33362-33363 Reimbursement of expenses (Department of Education and CSBA workshops)

35012 Board members; number, election and term

35044 Payment of traveling expenses of representatives of board

35120 Compensation (services as member of governing board)

35172 Promotional activities

44038 Cash deposits for transportation purchased on credit

FAMILY CODE

297-297.5 Rights, protections and benefits under law; registered domestic partners

GOVERNMENT CODE

8314 Use of public resources

20322 Elective officers; election to become member

20420-20445 Membership in Public Employees' Retirement System; definition of safety employees

53200-53209 Group insurance

54952.3 Simultaneous or serial meetings; announcement of compensation

HEALTH AND SAFETY CODE

1373 Health services plan, coverage for dependent children

INSURANCE CODE

10277-10278 Group and individual health insurance, coverage for dependent children

UNITED STATES CODE, TITLE 26

403(b) Tax-sheltered annuities

UNITED STATES CODE, TITLE 42

18011 Right to maintain existing health coverage

CODE OF FEDERAL REGULATIONS, TITLE 26

1.403(b)-2 Tax-sheltered annuities, definition of employee

COURT DECISIONS

Thorning v. Hollister School District, (1992) 11 Cal. App. 4th 1598

Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara

County, (1979) 93 Cal.App.3d 578

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 124 (2000)

91 Ops.Cal.Atty.Gen. 37 (2008)

Management Resources:

WEB SITES

CSBA: http://www.csba.org

Institute for Local Government: http://www.ca-ilg.org

Internal Revenue Service: http://www.irs.gov

Public Employees' Retirement System: http://www.calpers.ca.gov

Bylaw ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

adopted: July 2, 2013 San Jose, California

Revised: June 27, 2019

8.03

Office of Superintendent of Schools

To the Board of Trustees:		
Subject: EXHIBIT 9250, F REMUNERATIO	IRST READING ON, REIMBURSEMENT AND OTH	HER BENEFITS
resolution b		or use by a board member who requests the public meeting in order for a member to be las missed.
ISCUSSION/ACTION		
Submitted by: Hilaria Ba	auerTitle: _	Superintendent
To the Board of Truste	es: Meeting:	June 27, 2019 Regular Board Meeting
Discussion/Action		Regular board Weeting
8.03		Manue
Agenda Plac	cement	Hilaria Bayer, Ph.D., Superintendent
	DISPOSITION BY BOARD	O OF TRUSTEES
Motion by:	Seco	nded by:

Alum Rock Union ESD

Exhibit

Remuneration, Reimbursement And Other Benefits

WHEREAS pursuant to a request by (name of Board member)

E 9250 Board Bylaws

RESOLUTION ON BOARD COMPENSATION FOR MISSED MEETINGS

WHEREAS, the Governing Board of the Alum Rock Union Elementary School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

the Board finds that (name of

Board member) did no	t attend at least 50% perce for the following re	nt of the total meeting time	e (closed and open sessions
Performance of othe Illness or jury duty Hardship deemed ac	r designated duties for the ceptable by the Board	district during the time of	the meeting
	IT RESOLVED that the Board me		
PASSED AND ADOPTE of Trustees of the Alum I California.	ED THIS day of Rock Union Elementary Sc	, 20, at a reg	gular meeting, by the Board anta Clara, State of
Ayes	Noes	Absent	Abstain
Board of Trustees:			
Linda Chavez, President			
Ernesto Bejarano, Vice P	resident		
Dolores Marquez-Frausto	o, Clerk		
Andrés Quintero, Membe	er	_	
Corina Herrera-Loera, M	ember		

adopted by the members of the Board of Trusto a public meeting of said Board held on	tes of the Alum Rock Union Elementary School District at, 20
Hilaria Bauer, Ph.D., Superintendent	Date

Exhibit ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

adopted: June 27, 2019 San Jose, California

Office of Superintendent of Schools

8.04

CUSSION/ACTION		
ubmitted by: Hilaria Bauer	Title:	Superintendent
To the Board of Trustees:	Meeting:	June 27, 2019 Regular Board Meeting
Discussion/Action 8.04 Agenda Placemen	t	Hilaria Bauer, Ph.D., Superintendent
	DISPOSITION BY BOARD	
Motion by:	Seco	nded by:
Approved:	Not Approved:	Tabled:

Attorney-Client Communication Attorney-Work Product Privileged and Confidential



MEMORANDUM

TO: Linda Chavez, Board President and Hilaria Bauer, Ph.D., Superintendent

Alum Rock Union Elementary School District

FROM: Rogelio M. Ruíz, Esq. – Legal Counsel

DATE: June 21, 2019

RE: State Audit Report - Board Attendance and Remuneration

The State Audit Report includes findings that Board members have not consistently attended board meetings in recent years and that the district violated state law by paying monthly stipends to board members for the meetings they missed. Based on those findings the State Auditor recommends that:

"To increase board member accountability at future meetings, the district should adhere to state law and its policies by reducing board member stipends when members fail to attend board meetings."

Currently, all Board members receive a monthly stipend of \$400.00 for their Board service. Both state law and Board Bylaws require, however, that *the monthly stipend is payable only to each Board member "who actually attends all meetings held."* (Educ. Code section 35120 and Board Bylaw 9250.) Board Bylaw 9250 further specifies that "In order to receive compensation for attending any Board meeting, Board members shall be present for at least 50% percent of the meeting time."

If a Board member is absent for all or more than 50% of one or more Board meetings in any month, then that Board member's monthly stipend must be reduced so that it is an amount not greater than \$400.00 divided by the number of meetings held and multiplied by the number of meetings actually attended by the Board member (for at least 50% of the meeting time) that month.

A Board member may be paid for meetings he/she missed when the Board, **by resolution**, finds that he/she was performing designated services for the district at the time of the meeting or that he/she was absent because of illness, jury duty or a hardship deemed acceptable by the Board.

Each of these requirements is included not only in state law (Educ. Code §35120) but also Board Bylaw 9250.

Attorney-Client Communication Attorney-Work Product Privileged and Confidential

The State Audit Report finds that, despite Board member absences all Board members were paid the full monthly stipends without any record of resolutions excusing any of the absences.

Recommendations:

In light of the State Auditor's Report and findings on this issue, I make the following recommendations and provide the following reminders:

- Board Members should be reminded of their attendance obligation and the requirement to attend all Board meetings each month (both special and regular meetings) to be eligible to receive the full monthly stipends.
- 2. If a Board member is absent from a meeting or does not attend more than 50% of any Board meeting, then by law the Board member may not receive the full stipend amount and the District must withhold payment of the full monthly stipend, and may only pay a percentage of the monthly compensation equal to the percentage of meetings actually attended for at least 50% of the meeting time, unless otherwise authorized by the Board in accordance with law. Since the law provides that Board members may receive the stipend only if they "actually attend all meetings", the reduction in the monthly stipend for missed meetings does not require a Board action but rather should be implemented administratively by the staff.
- 3. If a Board member wishes for the Board to consider approving a resolution excusing his/her absence from all or part of a meeting to be eligible to receive the full stipend for that month, then (under normal circumstances) it is the responsibility of the Board member who was absent to notify and make a written request to the Superintendent and the Board President (the persons responsible for preparing the agendas) to have the matter agendized for open session action and indicate the reason for the absence as authorized by the law (i.e., he/she was performing designated services for the district at the time of the meeting, or that he/she was absent because of illness, jury duty or a hardship deemed acceptable by the Board). Additionally, the Board should adopt a form of resolution for such resolutions excusing Board member absences.
- Board Bylaw 9250 should be updated to include recent updates recommended by CSBA and also to incorporate the above requirements.

#

8.05

Office of Superintendent of Schools

To the Board o	f Trustees:		
TRAIN	NING, BROWN ACT TRAI POSED DATES IN AUGUS	NING, AND DEVELOPME	SPONSE REGARDING GOVERNANCE NT OF GOVERANCE HANDBOOK. 17, 24, AND 31; PROPOSED DATES 28.
ISCUSSION/AC	CTION		
Submitted by:	Hilaria Bauer	Title:	Superintendent
To the Boar	d of Trustees:	Meeting:	June 27, 2019
Discussion/	Action		Regular Board Meeting
8.	05		Henry
A	agenda Placement	- +	lilaria Bauer, Ph.D., Superintendent
	DISPO	OSITION BY BOARD OF T	RUSTEES
Motion by:		Seconded	by:
Approved:	No	t Approved:	Tabled:

8.06

Office of Superintendent of Schools

CUSSION/ACTION		
ubmitted by: Hilaria Bauer	Title:	Superintendent
To the Board of Trustees:	Meeting	: June 27, 2019 Regular Board Meeting
Discussion/Action		Negulal Board Weeting
20.8		MENINER
Agenda Placemer	t	Hilaria Bauer, Ph.D., Superintendent
	DISPOSITION BY BOAR	D OF TRUSTEES
Motion by:	Seco	onded by:
Approved:	Not Approved:	Tabled:

*** DRAFT ***

June 28, 2019

VIA U.S. MAIL

Elaine M. Howle, CPA California State Auditor 621 Capitol Mall, Suite 1200 Sacramento, CA 95814

Re: State Audit Report of the Alum Rock Union Elementary School District - May 2019

Dear Ms. Howle:

You issued your Audit Report on the Alum Rock Union Elementary School District on May 23, 2019. The Audit Report includes several findings and twenty-five (25) separate recommendations to address and correct the findings. As to many of the recommendations, the Audit Report includes a timeline for implementation of the recommendations and includes two (2) separate recommendations to the District and its Board for implementation by July 2019, including:

- "To reinforce the ethical principles, laws, and policies that the board must follow, the district should establish a policy by July 2019 to provide biennial training to board members on ethics, applicable government transparency, conflict-of-interest requirements, and district policies." (State Audit Report, p. 40.)
- "To reinforce the governance standards that district policy requires board members to adhere
 to, the board should develop a code of conduct for board members to follow and adopt it at a
 public meeting by July 2019. The board should review and update this code of conduct each
 year as needed to reaffirm its commitment to the district's governance standards." (State Audit
 Report, p. 43.)

This is to report on the status of consideration and implementation of those corrective measures.

At a Special Board meeting held on May 30, 2019, the Board met in open session to consider and discuss the State Audit Report findings and the development of a plan for implementation of the recommended corrective measures. The Board at that time delegated to the Board President the responsibility to work and collaborate with the District Administration and the District's Legal Counsel on a more detailed plan for implementation of the corrective measures for consideration and adoption by the Board. Since then I have met the Board President and the District's Legal Counsel and we are preparing a plan for Board consideration and implementation of all 25 separate recommendations by November 2019. With respect to the two items above for implementation by July 2019, below is the summary of the status of that implementation:

Recommendation To reinforce the ethical principles, laws, and policies that the board must follow, the district should establish a policy by July 2019 to provide biennial training to board members on ethics, applicable government transparency, conflict-of-

interest requirements, and district policies." (State

Audit Report, p. 40.)

Status

- On February 19, 2019, the Board held a special Board meeting and AB 1234 training in ethics and in Board governance. The training was provided and facilitated by Catherine Groves, Senior Counsel, of Hanson Bridgett, LLP.
- 2. The District will also be participating in the "Targeted Assistance Consulting" program developed by Assoc. of California School Administrators (ACSA) and the California Collaborative for Educational Excellence (CCEE) which will include additional Board training in the areas of ethics, government transparency, conflict-of-interest requirements, and district policies, as well as the development of a Board Governance Handbook. The Board trainings and workshops will be facilitated by Dr. Arturo Flores, retired superintendent.
- The District is in the process of reviewing and updating its policies to include the required biennial training.

To reinforce the governance standards that district policy requires board members to adhere to, the board should develop a code of conduct for board members to follow and adopt it at a public meeting by July 2019. The board should review and update this code of conduct each year as needed to reaffirm its commitment to the district's governance standards." (State Audit Report, p. 43.)

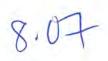
The District has developed a Board Code of Conduct which was presented to the Board for a "first reading" on June 13, 2019, and which was adopted by the Board after a second reading on June 27, 2019. A copy of the adopted Code of Conduct is attached.

Thank you for your efforts. Please feel free to contact me if you have any questions or concerns.

Sincerely,

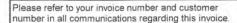
Hilaria Bauer, Ph.D. Superintendent

cc: Board of Trustees



Office of Superintendent of Schools

Board of Trustees: June 16, 2019			Tune 16, 2019
SUBJECT:	CSBA MEMBERSHIP DUES Period from July 1, 2019 through June 30, 2020, \$13,724.00 Dues not processed before September 15, 2019 will incur a 10% late fee an all services will be discontinued after September 16, 2019.		
DISCUSSION/AC	Hilaria Bauer	Title:	Superintendent
To the Board of Tr	ustees: Meeting:	June 27, 2 Regular B	019 oard Meeting
Discussion/Action 8.07 Agenda Placeme		unia Bayler, Ph	.D., Superintendent
	DISPOSITION BY BOARD	OF TRUST	<u>EES</u>
42.5		Seconded by:	





Invoice Number

Invoice Date

PO#

INV-45459-R9P7R9

5/13/2019

Bill To:

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

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

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2019 - 06/30/2020)	\$13,724.00	1.00	\$13,724.00	
ELA	ELA Membership (07/01/2019 - 06/30/2020)	\$3,431.00	1.00	\$3,431.00	

Dues not processed before September 15 will incur a 10% late fee (up to \$100) and all services will be discontinued after September 16.

Nonmembers do not have access to the CSBA Annual Education Conference and Trade Show. AEC registrations made absent membership dues will be canceled on September 15. Registrants will be refunded, minus a processing fee and hotel reservations canceled on September 16.

Total Invoice: \$17,155.00

Total Paid: \$0.00

Balance Due: \$17,155.00



Customer Number Invoice Number

INV-45459-R9P7R9

Invoice Date

Terms

Balance Due

05/13/2019

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT

\$17,155.00

Make checks payable to:

100797

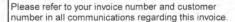
California School Boards Association - CSB (6744) c/o West America Bank P.O. Box 1450 Suisun City, CA 94585-4450 Bill To:

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

Office of Superintendent of Schools



Board of Trustees:	June 16, 2019		
SUBJECT:	CSBA EDUCATIONAL LEGA Period from July 1, 2019 throu Dues not processed before Septe all services will be discontinued	gh June 30, 20 mber 15, 2019 v	20, \$3,431.00 will incur a 10% late fee and
DISCUSSION/ACT Submitted by:	TION Hilaria Bauer	Title:	Superintendent
To the Board of Trus	stees: Meeting:	June 27, 20 Regular Bo	019 pard Meeting
Discussion/Action S.OS Agenda Placement	Hi	aria Bauer, Ph.	D., Superintendent
	DISPOSITION BY BOAR	D OF TRUSTI	EES
Motion by:		Seconded by:	
Approved:	Not Approved:		Tabled:





Invoice Number

Invoice Date

PO#

INV-45459-R9P7R9

5/13/2019

Bill To:

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

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

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2019 - 06/30/2020)	\$13,724.00	1.00	\$13,724.00	
ELA	ELA Membership (07/01/2019 - 06/30/2020)	\$3,431.00	1.00	\$3,431.00	

Dues not processed before September 15 will incur a 10% late fee (up to \$100) and all services will be discontinued after September 16.

Nonmembers do not have access to the CSBA Annual Education Conference and Trade Show. AEC registrations made absent membership dues will be canceled on September 15. Registrants will be refunded, minus a processing fee and hotel reservations canceled on September 16.

Total Invoice: \$17,155.00

Total Paid: \$0.00

Balance Due: \$17,155.00



Customer Number Invoice Number

INV-45459-R9P7R9

Invoice Date

Terms

Balance Due

100797

05/13/2019

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT

\$17,155.00

Make checks payable to:

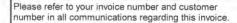
California School Boards Association - CSB (6744). c/o West America Bank P.O. Box 1450 Suisun City, CA 94585-4450 Bill To:

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

8.09

Office of Superintendent of Schools

Board of Trustees:	June 16, 2019		
SUBJECT:	CSBA MANUAL MAINTEN. Period from July 1, 2019 thro Services must be renewed by Set to service.		
DISCUSSION/ACT	TION		
Submitted by:	Hilaria Bauer	Title: Superintendent	
To the Board of Trus	tees: Meeting	: June 27, 2019 Regular Board Meeting	
Discussion/Action S. Management	H	Gilaria Bauer, Ph.D., Superintendent	
	DISPOSITION BY BOAR	RD OF TRUSTEES	
Motion by:		Seconded by:	
Approved:	Not Approved:	Tabled:	





Invoice Number

Invoice Date

PO#

INV-47547-P7X1L3

5/13/2019

Bill To:

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

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

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
MM	Manual Maintenance (07/01/2019 - 06/30/2020)	\$3,485.00	1.00	\$3,485.00	
GOL	Gamut Online (07/01/2019 - 06/30/2020)	\$3,445.00	1.00	\$3,445.00	Net 30

WAIT! Have you renewed your CSBA Membership for 2019/2020? Only CSBA members enjoy exclusive access to our valuable trainings and services. Don't forget to renew your CSBA membership by September 15th to keep your uninterrupted access.

Total Invoice: \$6,930.00

Total Paid: \$0.00

Balance Due: \$6,930.00





Customer Number Invoice Number

100797 INV-47547-P7X1L3

X1L3 05/13

Terms Balance Due

05/13/2019 \$6,930.00

Make checks payable to:

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

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

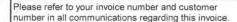
Invoice Date

8.10

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:		J	une 16, 2019
SUBJECT:	CSBA GAMUT ONLINE SER Period from July 1, 2019 throu Services must be renewed by Ser to service.	gh June 30, 20	
DISCUSSION/ACT	TION		
Submitted by:	Hilaria Bauer	Title:	Superintendent
To the Board of Trus	itees: Meeting:	June 27, 20 Regular Bo	019 pard Meeting
Discussion/Action 8 10 Agenda Placement	Hi	aria Bauer, Ph.	D., Superintendent
	DISPOSITION BY BOAR	D OF TRUSTI	EES
Motion by:		Seconded by:	
Approved:	Not Approved:		Tabled:





Invoice Number

Invoice Date

PO#

INV-47547-P7X1L3

5/13/2019

Bill To:

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

Ship To:

Alum Rock Union ESD 2930 Gay Ave San Jose, CA 95127-2322

United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
MM	Manual Maintenance (07/01/2019 - 06/30/2020)	\$3,485.00	1.00	\$3,485.00)
GOL	Gamut Online (07/01/2019 - 06/30/2020)	\$3,445.00	1.00	\$3,445.00	Net 30

WAIT! Have you renewed your CSBA Membership for 2019/2020? Only CSBA members enjoy exclusive access to our valuable trainings and services. Don't forget to renew your CSBA membership by September 15th to keep your uninterrupted access.

Total Invoice: \$6,930.00

Total Paid: \$0.00

Balance Due: \$6,930.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



Customer Number Invoice Number

100797

INV-47547-P7X1L3

Invoice Date

Terms

Balance Due

05/13/2019

\$6,930.00

Make checks payable to:

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

Bill To:

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

9.0

Date: June 10, 2019

	Review and Approve the Accountability Plan (LCAP) 20:	Annual Update for the Local Control 17-2020	
Staff Analysis:	Districts are required annually to submit an update for the Local Control Accountability Plan (LCAP) to the Santa Clara County Office of Education. For each of the state priorities and any locally identified priorities, the 2017-2020 LCAP provides details of goals and specific actions to achieve those goals for all pupils and each subgroup of pupils including pupils with disabilities. The LCAP also contains expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.		
	Materials will be available for 24^{th} .	review in the Superintendent's office on June	
Recommendation:	Staff recommends approval of Accountability Plan (LCAP) 201	the Annual Update for the Local Control 7-2020.	
And the second	Tislay Bigget		
	DC	or of State and Federal Programs nt Superintendent, Instructional Services	
Approved by: Rene Sanch	DC		
Approved by: Sandra Ga Approved by: Rene Sanch To the Board of Trustees: Recommend Approval	nez R.S Title: Assista	nt Superintendent, Instructional Services June 27, 2019	
Approved by: Rene Sanch To the Board of Trustees: Recommend Approval	Meeting:	nt Superintendent, Instructional Services June 27, 2019	
Approved by: Rene Sanch To the Board of Trustees: Recommend Approval	Meeting:	June 27, 2019 Regular Board Meeting Ph.D., Superintendent	
Approved by: Rene Sanch To the Board of Trustees: Recommend Approval Q, D Agenda Placement	Meeting: Hilaria havel,	June 27, 2019 Regular Board Meeting Ph.D., Superintendent	

Office of Superintendent of Schools

9.02

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:	Date: June 10, 2019	
Subject:	Local Control Accountability Plan (LCAP) 2019-2020 – Aptitud Community Academy	
Staff Analysis:	Pursuant to EC Section 47604.33, a charter school is required to submit its LCAP and annual update to its chartering authority and the count superintendent of schools. Statute does not require the authorizer to approve the LCAP and annual update.	
	The LCAP 2019-2020 for Aptitud Community Academy provides details of goals and specific actions to achieve those goals pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.	
	Materials will be available for review in the Superintendent's office on June 24^{th} .	
Recommendation:	Informational Item	
Submitted by: Sandra Gard Approved by: Rene Sanche	PC	
To the Board of Trustees:	Meeting: June 27, 2019 Special Board Meeting	
Information Only	\\\\	
9.02	Manne	
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

9.03

Date: June 10, 2019

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Subject:	Review and Approve the LCAP rederal Addendum
Staff Analysis:	The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding.
	The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the provisions of the Every Student Succeeds Act (ESSA). ESSA funds (Title I, Title II, Title III) are supplemental to state funds, just as the LCAP Federal Addendum supplements the LCAP. Furthermore, the LCAP Federal Addendum provides LEAs the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.
Recommendation:	Staff recommends approval of the LCAP Federal Addendum.
Submitted by: Sandra Ga	DC
To the Board of Trustees:	Meeting: <u>June 27, 2019</u> Regular Board Meeting
Recommend Approval	Monney
Agenda Placement	Hilaria Bauer, Rh.D., Superintendent
	DISPOSITION BY DO AND OF TRUSTERS
	DISPOSITION BY BOARD OF TRUSTEES
Motion by:	Seconded by:
Approved:	Not Approved: Tabled:

Office of Superintendent of Schools

9.04

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

	rustees: Date: June 10, 2019
Subject:	Submission of Annual Report for Alternative Schools/ Programs of Choice to the California Department of Education
Staff Analysis:	All alternative schools established under California Education Code section 58500-58512 must prepare and submit to the California Department of Education an annual report. The annual report include the following sections: Overview, identification of Variables, Academic Achievement, Teacher/Parent/Student input and Conclusions. Submission by the following schools: Adelante Dual Language Academy, Adelante 2, Renaissance Academy, Renaissance at Mathson, Russo McEntee and L.U.C.H.A.
Recommendation	n: Information Only (Information available in Board Library.)
Submitted by: Ba	O C
Approved by: Re	Title. Assistant Superintendent, instructional Services
To the Board of T	rustees: Meeting: June 27, 2019 Regular Board Meeting
Information Only	1 Daniel
Agenda Placemen	Hilaria Bauer Ph.D., Superintendent
Agenda Placemen	Hilaria Bauer Ph.D., Superintendent
Agenda Placemen	Hilaria Bauer Ph.D., Superintendent DISPOSITION BY BOARD OF TRUSTEES

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:	Date: June 10, 2019
Subject:	Consolidated Application and Reporting System (CARS) 2017/18-2018/19 Reporting and 2019-2020 Application for Funding
Staff Analysis:	The consolidated Application and Reporting System is the fiscal mechanism used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and charter schools throughout California. Annually, in June, Alum Rock Union Elementary School District submits CARS to the CDE to document participation in these programs and to assure that our district will comply with the legal requirements of each program.
Recommendation:	Staff recommends approval of CARS 2017/18-2018/19 Reporting and 2019-2020 Application for Funding.
Submitted by: Sandra Gard Approved by: Rene Sanche	O C
To the Board of Trustees: Recommend Approval O 5 Agenda Placement	Meeting: June 27, 2019 Regular Board Meeting Hilaria Bauer, Ph.D., Superintendent
	DISPOSITION BY BOARD OF TRUSTEES
Motion by:	Seconded by:
Approved:	Not Approved: Tabled:

Office of Superintendent of Schools

10.01

Date: June 20, 2019

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Superintendent of Schools:

	Adoption of the District's Proposed 2019-2020 Budget
Staff Analysis:	Education Code Section 42127 requires the governing board of each school district to adopt a budget for the subsequent year on or before July 1st. The budget is also subject to the review and approval of the County Superintendent. Any revisions to the school district's budget that result from the passage of the state budget will be presented to the governing board within 45 days after the Governor signs the State Budget Act.
	Revenue projections are based on guidelines from Santa Clara County Office of Education and Department of Finance (DOF). Considering declining enrollment, and the impact of the LCFF funding shift, we are presenting a multi-year projection which shows the District will meet its financial obligations in the current and two subsequent fiscal years. The District is committed to a balanced budget, and continues to work on a multi-year budget plan to maintain fiscal solvency.
Recommendatio	n: Staff recommends adoption of the District's proposed 2019 – 2020 Budget.
Prepared by: <u>Ko</u>	Ivira Chheng
To the Board of T	
To the Board of T Recomme O O O	rustees: Meeting: June 27, 2019 nd Approval Regular Board Meeting
To the Board of T Recomme	rustees: Meeting: June 27, 2019 Regular Board Meeting Accement Hilakia Bauer, Ph.D., Superintendent
To the Board of T Recomme O O O Agenda Pla	rustees: Meeting: June 27, 2019 Regular Board Meeting

Office of Superintendent of Schools

10.02

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: June 20, 2019

Subject:

The United States Soccer Federation Foundation, Inc. ("Foundation") has offered a grant to ARUSD for installation of a mini-pitch soccer field at Hubbard Media Arts Academy and Ben Painter Elementary School.

Staff Analysis:

Per the terms of the proposed Grant Agreement, U.S. Soccer Foundation, a 501(c)(3) non-profit organization, will install a soccer mini-pitch at Hubbard Media Arts Academy and Ben Painter Elementary School, to be installed at U.S. Soccer Foundation's own cost and expense up to \$60,000.00 per Mini Pitch. The mini-pitches will be installed by U.S. Soccer's contractors Vintage Contractors and/or Musco Lighting ("Vendors"), who shall be paid directly by U.S. Soccer. The proposed grant also includes the following material terms:

- The Grant Agreement is for a term of 5 years. During the term the District will allow U.S. Soccer Foundation to hold its afterschool soccer program, Soccer for Success, on the Mini Pitches for a minimum of 24 weeks per year, 3 days per week, without fees for use. The program will be run in two 12-week sessions, one in the fall, and one in the spring. District representatives and U.S. Soccer program representatives will coordinate on scheduling for the Soccer for Success program on the Mini Pitches.
- U.S. Soccer Foundation will be granted usage of the Mini Pitches without fees for one (1)
 day per year over the first five (5) years following their completion, including for special
 events such as tournaments, clinics, events, training sessions, media functions and any
 other similar event.
- Once completed, the Mini Pitches will be fenced and maintained by the District at the District's cost in accordance with the recommendations for user safety.
- U.S. Soccer's use of the mini-pitches will be subject to scheduling with the District and in accordance with the District's policies and regulations.
- The Grant would entitle U.S. Soccer Foundation to place its trademark, trade name or any
 design/logo owned or controlled by Foundation, and that of its funding partners, on a sign at
 each of the school sites and the right to place the Foundation's marks, and the marks of its
 funding partners, on the surface of the Mini Pitches.

Per Board Policy 3290, the Board may accept any grant or bequest of money, property, or service to the district from any individual, private agency or organization, or other public agency that desires to support the district's educational program. In addition, the Board shall ensure that acceptance of the gift, grant, or bequest does not:

- 1. Involve creation of a program which the Board would be unable to sustain when the donation is exhausted
- 2. Entail undesirable or excessive costs
- 3. Promote the use of violence, drugs, tobacco, or alcohol or the violation of any law or district policy
- 4. Imply endorsement of any business or product or unduly commercialize or politicize the school environment

Board Policy 3290 further provides that the Board may enter into an agreement or arrangement with an outside entity for the sponsorship of an educational, athletic, or other program or activity. When appropriate, the agreement may allow the outside entity to advertise or promote its business, product, or service in district publications or on district property or web sites. Every sponsorship agreement shall be in writing and shall be approved by the Board. Any advertising or promotional message, image, or other depiction to be used by the sponsor shall meet the standards set for commercial advertising on district property and in district-sponsored publications. Each sponsorship agreement shall contain statements including, but not limited to:

- 1. The purpose of the relationship with the sponsor, details of the benefits to the district, and how the benefits will be distributed.
- 2. The duration of the agreement and the roles, expectations, rights, and responsibilities of the district and the sponsor, including whether and to what extent the sponsor is allowed to advertise or promote its products and/or services.
- 3. The authority of the Board to retain exclusive right over the use of the district's name, logo, and other proprietary information. The sponsor's use of such information shall require prior approval of the Board.
- 4. The authority of the Board to terminate the agreement without any penalty or sanction to the district if the sponsor's message, business, or product becomes inconsistent with district vision, mission, or goals or the sponsor engages in any prohibited activity.
- 5. The prohibition against the collection of students' personal information except as allowed by law.

Recommendation: Staff recommends acceptance of the grant and approval of the Grant Agreement in the form provided. The Grant Agreement in the proposed form complies with Board Policy 3290.

To the Board of Trustees:	Meeting: June 27, 2019
	Regular Board Meeting
Recommend Approval	Monus
Agenda Placement	Hilaria Bauer, Ph.D., Superintendent
	P
DIS	POSITION BY BOARD OF TRUSTEES
Motion by:	Seconded by:

Tabled:

Not Approved: ____

^{**}Grant Lease will be available under separate cover.**

Office of Superintendent of Schools

10.03

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of T	rustees:		Date: May 29, 2019
Subject:	Kidango's Proposal Vista Elementary Sc		layground Structures at Linda n STEAM Academy
Staff Analysis:	child development ce Elementary School Di playground structures Ryan STEAM Acade \$66,683.33 for Linda Ryan STEAM Acade responsibility and any sole responsibility of structures will be shall students. In the case Vista Elementary Sch shall donate the com	enters at various istrict. Kidango s at both Linemy. The est a Vista Element of Kidango. Of Kidango. Of ared amongston that either parapleted playgrous istricts.	ofit corporation, currently operates ous sites of the Alum Rock Union of has offered to replace the existing and Vista Elementary School and simulated costs of the projects are entary School and \$55,378.10 for District will bear no financial is related to the projects will be the Once completed, the playground it District's students and Kidango's rety terminates its lease of the Linda in STEAM Academy sites, Kidango ound structures to the District, and the completed projects.
**Proposal will be	available under separate	e cover **	
	n: Staff recommends the Kidango's offer to re	nat the Board	of Trustees approve and accept yground structures located on the Ryan STEAM Academy sites.
Approved by: Ko	Ivira Chheng K Title: 1	Assistant Supe	erintendent, Business Services
To the Board of T	rustees:		une 27, 2019 egular Board Meeting
Recommend App	proval	NP	MULL
Agenda Placem	ient	Hlijahia	Bauer, Ph.D., Superintendent
	DISPOSITION BY	BOARD OF	TRUSTEES
Motion by:		Seconded b	y:
Approved:		ed:	

Office of Superintendent of Schools



ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: June 21, 2019

Subject:

Amendment of Ground Lease Agreement between Alum Rock Union Elementary School District and Across the Bridge Foundation, dba Downtown College Prep – Termination of

Building C Option

Staff Analysis: In accordance with the Ground Lease (the "Lease") dated May 7, 2014, between the Alum Rock Union Elementary School District ("District") and Across the Bridge Foundation, dba Downtown College Prep ("DCP"), section 6.A., provided DCP with the option (the "Building C Option") to lease for its exclusive use the adjacent area, room, and building identified on Exhibit A as Building C and the exclusive use of Building B Restroom, consisting of approximately 3,529 square feet, (collectively, the Building C Option Premises"). The Building C Option was for a lease period to be identified in the notice of exercise by DCP, but for a period to end not later than June 30, 2020. Pursuant to a letter from DCP dated May 9, 2014, DCP exercised its rights to lease the Building C Option space, which commenced on January 12, 2015 and will terminate on ninety (90) days written notice to District, but no later than June 30, 2020.

In a letter dated June 17, 2019, DCP submitted its ninety (90) days written notice to the District to terminate the Building C Option space use, which would effectively terminate the Building C Option on September 15, 2019. However, DCP has informed District that it could vacate Building C by June 30, 2019, if so allowed by District and return that space to the District by that date. District would need to waive the ninety (90) days written notice requirement, and thereby agree to terminate the Building C Option as of June 30, 2019. Pursuant of section 27 of the Lease, Surrender of The Property; Holdover, states that, "DCP shall surrender to District the Property and, except as otherwise elected by District in accordance with this Lease, any then existing Improvements in good order, condition and repair, reasonable wear and tear excepted, free of all liens, claims and encumbrances. DCP shall remove from the Property all of DCP's personal property, trade fixtures, and any Improvements with regard to which District gave notice under the provisions of this Lease that it required removal by DCP. All Property not so removed shall be deemed abandoned by DCP. If the Property are not so surrendered at the termination of this Lease, DCP shall indemnify District against loss or liability to District in connection with restoring the Property to the condition otherwise required by this Lease."

The District ("District") desires Building C Option Premises to be surrendered by DCP as soon as possible in order to have sufficient time to prepare for the upcoming school year. As such, the District would need to waive the ninety (90) days written notice requirement, and making the termination date effective on June 30, 2019.

^{**}Amended lease will be available under separate cover.**

Recommendation: Staff recommends that the Board of Trustees approve waiving the ninety (90) days written notice requirement from DCP, which, therefore, making the termination date effective as of June 30, 2019 for the Building C Option, and without waiver of DCP's obligation to return those premises to the District in the condition required by the lease.

To the Board of Trust	ees: Meeting	: June 27, 2019 Regular Board Meeting
Recommend Approv	/al	11 0
10.04		MMW
Agenda Placement		Hilaria Bauer, Ph.D., Superintendent
	DISPOSITION BY BOAR	D OF TRUSTEES
Motion by:	Seco	nded by:

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees:

10.05

Date: June 17, 2019

Subject:		to Approve Bids and Award Contracts for Facilities to of any Unforeseen Urgent Need District Wide.
Staff Analysis:	occur. With the flexibility af projects may be completed trades: electrical, low volta inclusive listing of trades. Sif it is determined to be in the	d dates and board agenda deadlines, significant delays may fforded by a Delegation of Authority to the Superintendent, in a timely manner. The projects may include the following age, plumbing, flooring, and carpentry. This is not an all-staff recommends awarding contracts by the Superintendent he best interest of the District. All contracts will be placed on atification by the Board. This Delegation of Authority shall be 2019-2020 school term.
Recommendation:		legate authority to the Superintendent to award contracts for Education Code Section 17604.
Prepared by: Maria	1/	Title: Procurement Manager
Approved by: Kolvira	a Chheng	Title: Assistant Superintendent of Business Services
Approved by: Kolvira To the Board of Trus		Title: Assistant Superintendent of Business Services Meeting: June 27, 2019
	tees: ed Approval	
To the Board of Trus Recommende	tees: ed Approval ement	Meeting: <u>June 27, 2019</u>
To the Board of Trus Recommende 10.5 Agenda Place	tees: ed Approval ement DISPOSITION B	Meeting: June 27, 2019 Hilaria Bauer/Ph.D., Superintendent

Office of Superintendent of Schools

10.06

Date: June 17, 2019

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Delegation of Authority to Approve Bids and Award Contracts for BOND Projects

To the Board of Trustees:

Subject:

	Improvements in the Event of a	ny Unforeseen Urgent Need District Wide.
Staff Analysis:	occur. With the flexibility afforded projects may be completed in a titrades: electrical, low voltage, plinclusive listing of trades. Staff refif it is determined to be in the bes	s and board agenda deadlines, significant delays may by a Delegation of Authority to the Superintendent, mely manner. The projects may include the following umbing, flooring, and carpentry. This is not an allecommends awarding contracts by the Superintendent interest of the District. All contracts will be placed on on by the Board. This Delegation of Authority shall be 020 school term.
Recommendation	: Staff requests the Board delegate BOND Projects, per Education Co	authority to the Superintendent to award contracts for de Section 17604.
	a J. Martinez //-//. Title	Procurement Manager
Prepared by: Mar		
Approved by: Kolv	ira Chheng Y Title	Assistant Superintendent of Business Services
		Assistant Superintendent of Business Services
Approved by: Kolv	ustees: Mee ded Approval	
To the Board of Tru	ustees: Mee ded Approval	Hilaria Bauer, Ph.D., Superintendent
To the Board of Tru Recommen Agenda Pla	ded Approval cement DISPOSITION BY BO.	Hilaria Bauer, Ph.D., Superintendent

Office of Superintendent of Schools

0.07

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Date: June 17, 2019

To the Board of Trustees:

Subject:	Resolution 48-18/19 Delegation of Authority	in Regard to	Awarding of Emergency Contracts
	four-fifths vote, may delected to county administrative offications of the county of t	egate, by res cer, city mana prity to order ly related a	ion 22050 (b) (1) the governing body, by a solution or ordinance, to the appropriate ager, chief engineer, or other nonelected any action to repair or replace a public and immediate action required by that equipment, services, and supplies for for bids to let contracts provided that the set forth in the code.
Staff Analysis:	The adoption of resolution the Assistant Superinten contract for public works a	i (48-18/19) wident of Busi as outlined in t	rill authorize the Superintendent and/or ness Services to award an emergency the attached resolution.
Recommendation	: Adoption of Resolution (48 and/or Assistant Superinte Contracts.	8-18/19) Dele endent of Bus	gating Authority to the Superintendent iness Services to Award Emergency
Prepared by: Maria Approved by: Kolvira	VC		rement Manager ant Superintendent of Business Services
To the Board of Trus	tees:	Meeting:	June 27, 2019
Recommende 10.07 Agenda Place			Hilaria Bauer, Ph.D., Superintendent
	DISPOSITION B	Y BOARD OF	TRUSTEES
Motion by:		_ Seconded by	r;
Approved	Not Approve	d	Tabled

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 48-18/19

DELEGATION OF AUTHORITY IN REGARD TO AWARDING OF EMERGENCY CONTRACTS

WHEREAS, pursuant to Public Contract Code Section 22050 et. seq. the governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, city manager, chief engineer, or other nonelected agency officer, the authority to order any action to repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts provided that the designee complies with the conditions set forth in the code; and

WHEREAS, Public Contract Code Section 20112 requires the Board to advertise for bids for public projects by publishing a notice calling for bids at least once a week for two consecutive weeks in a newspaper of general circulation published within the District; and

WHEREAS, from time to time emergencies arise necessitating awarding of a contract without competitive bidding to permit the continuance of existing school classes or to avoid danger to life or property; and

WHEREAS, the Board desires to delegate to District staff certain authority in regard to contracting for emergency public works projects.

NOW, THEREFORE, the Board does hereby determine, resolve, and order as follows:

Section 1.	The foregoing	recitals are	true and	correct.
------------	---------------	--------------	----------	----------

<u>Section 2.</u> The Board hereby delegates the authority and discretion to the Superintendent and/or the Assistant Superintendent of Business Services to award emergency contracts for public works without competitive bidding.

Section 3. If a person with authority delegated pursuant to paragraph (1) or (2) orders any action specified in paragraph (1) of subdivision (a), that person shall report to the governing body, at its next meeting required pursuant to this section, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

Section 4. If a person with authority delegated pursuant to subdivision (b) orders any action specified in paragraph (1) of subdivision (a), the governing body shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless a person with authority delegated pursuant to subdivision (b) has terminated that action prior to the governing body reviewing the emergency action and making a determination pursuant to this subdivision. If the governing body meets weekly, it may, after the initial review, review the emergency action in accordance with this paragraph every 14 days.

Section 5. When the governing body reviews the emergency action pursuant to paragraph (1) or (2), it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts.

<u>Section 6.</u> This Resolution shall take effect immediately and shall remain in effect until rescinded by the Board.

Ayes	Noes	Absent	Abstain
Board of Trustees:			
Linda Chavez, President			
Ernesto Bejarano, Vice-President	_		
Andrés Quintero, Clerk			
Dolores Marquez-Frausto, Member			
Corina Herrera-Loera, 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 June 27, 2019.

Hilaria Bauer, Ph.D., Superintendent	Date	

Office of Superintendent of Schools

11.01

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of	Trustees:		
Subject: Infor	mation Regarding Re	signations	
Staff Analysis:			
	ant to Board Policy ving resignations.	4117.2 the Superint	endent or her designee has accepted the
Submitted by: _J	ess Serna	Title:	Interim Assistant Superintendent, Human Resources
To the Board	of Trustees:	Meeting:	June 27, 2019 Regular Board Meeting
11	0		MPALL
Age	enda Placement		Hilaria Bauer, Ph.D., Superintendent
	DISPO	SITION BY BOARD O	F TRUSTEES
Motion by:		Seconde	ed by:
Approved:	Not	: Approved:	Tabled:

HUMAN RESOURCES DEPARTMENT MEETING OF THE BOARD OF TRUSTEES

June 27, 2019

CLASSIFIED RESIGNATIONS:

I. Resignations:

1. Yannone, Adrian Joseph

Maintenance Worker IV-HVAC/M.O.T

07/01/19

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

June 27, 2019

CERTIFICATED RESIGNATIONS:

I. Resignations:

 Neusel, Alyssa 	Music/V.A.P.A. Program	06/30/2019
2. Perry, Lyssa	Principal/San Antonio Elementary	06/30/2019
3. Pellegrino, Liana	Inst. Coach/Ryan Elementary	06/30/2019
4. Kretsch, Michael	Assistant Principal/Sheppard Middle School	06/30/2019

Office of Superintendent of Schools

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	6	1	
1.	•		

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:		
Subject: Resolution # 49	-18/19 Reducing/Laying Off	Classified Employee Services
Staff Analysis:		
	기가 하지 않는데 가게 하지만 하는 것이 되었다. 그런	to a lack of work and/or a lack of funds, the n services now being provided by classified
that school districts must f and/or lack of funds. This p	ollow in order to layoff or procedure requires a board re	nd 45308 set forth the process and procedure reduce classified employees for lack of work esolution to reduce/lay off classified positions to the effective date of their layoff.
Recommendation:		
Staff recommends that the I	Board of Trustees approve Re	solution #49-18/19 as presented.
Submitted by: Jess Serna	Title:	Interim Assistant Superintendent, Human Resources
To the Board of Trustees:		June 27, 2019 Regular Board Meeţing
Recommend Ap	provai	H Mul
Agenda Placen	nent	Hilaria Bauer, Ph.D., Superintendent
	DISPOSITION BY BOARD	OF TRUSTEES
Motion by:	Secon	ided by:

BEFORE THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

In the Matter of the) RESOLUTION NO.	49-18/19
Reduction of Classified School Services)	
WHEREAS, Education Code sections 45101, 4 or reduce classified employees for lack of we		
WHEREAS, due to a lack of work and/or a la employees of the District must be reduced f		ow being provided by classified
NOW, THEREFORE, BE IT RESOLVED that en position will be eliminated:	ffective close of business on A	august 31, 2019, the following
CLASSIFICATION	TO	OTAL NUMBER OF POSITIONS
Coordinator, School Mental Wellness Suppo	ort Services (8 hours/day)	1 position
notice of reduction of services to the affect regulations and applicable provisions of the effective date of such reduction or disconting BE IT FURTHER RESOLVED that the District S any other actions necessary to carry out this PASSED AND ADOPTED by the Governing B June 27, 2019 by the following vote:	e Education Code not later the nuance as set forth above. Superintendent or designee is a s resolution.	an sixty (60) days prior to the uthorized and directed to take
Ayes Noes	Absent	Abstain
Linda Chavez, President		
Francia Raineana Mina Descidant		
Ernesto Bejarano, Vice President		
Dolores Marquez-Frausto, Clerk		

Corina Herrera-Loera, Member

by the members of the Board of Trustees of the Alum Rock Union meeting of said Board held on June 27, 2019.	그리기가 됐습니다. 이번 이어나가 살아 가다가 내려가 하지 않는데, 이 사용에 나왔다면 ^
Hilaria Bauer, Ph.D., Superintendent	Date

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 TRUSTEES

ubject : CONTRACTS FOR PROFESSION	ONAL SERVICES – FIRMS/ORGANIZATIONS
taff Analysis: The following contracts for professional services pproval.	s are being presented to the Board of Trustees for review and
Recommendation: Staff recommends approval of the following c Contract details are on file in the Purchasing Off	contracts for professional services on the attached sheets. fice.
Prepared by: Maria Martinez M. M.	Title: Procurement Manager
Approved by: Kolvira Chheng	Title: Assistant Superintendent of Business Services
To the Doord of Trustoon	Masting: June 27, 2010
To the Board of Trustees: Recommend Approval Agenda Placement	Meeting: June 27, 2019 Regular Board Meeting Hilaria Bauer, Ph.D., Superintendent
Recommend Approval \(\sum \cdot \cdot \) Agenda Placement DISPOSITION	Regular Board Meeting Hilaria Bauer Ph.D., Superintendent N BY BOARD OF TRUSTEES
Recommend Approval \(\sum \cdot \cdot \) Agenda Placement	Regular Board Meeting Hilaria Bauer Ph.D., Superintendent N BY BOARD OF TRUSTEES

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Painter George Kleidon	08/20/19- 06/09/20	Think Together	\$13,167.00	Provide a Program Leader to coordinate and lead structured student activities which promote and support communication, collaboration and conflict resolution skills Funding: Restricted
Academic Services Jason Sorich	07/01/19- 06/30/20	New Teacher Center	\$6,850.00	Provide two days of Summer Institute Planning and Facilitation Support Funding: Restricted
Business Services Kolvira Chheng	07/01/19- 06/30/20	David Taussig & Associates	\$2,000.00	Parcel Tax, special tax, or special assessment services Funding: General
Business Services Kolvira Chheng	07/01/19- 06/30/20	STLR Corp., dba: Ryland School Business Consulting	\$49,000.00 NTE	Provide general financial planning and business services as needed Funding: General
Maintenance Daniel Flores	07/01/19- 06/30/20	Environmental System, Inc.	\$17,800.00	Air & Heating System Analysis for Dorsa and Lucha Funding: Restricted
Maintenance Daniel Flores	07/01/19- 06/30/20	Khai Q. Tran, dba: Khai Heating & Air Conditioning	\$44,000.00	Provide maintenance and repair of HVAC units, within 24 hours working with district technicians on fixing units. All heating and cooling equipment both Allerton and Airedale units, District-wide Funding: Restricted
Maintenance Daniel Flores	07/01/19- 06/30/20	S&S Plumbing, Inc. dba: Dependable Rooter & Plumbing	\$44,000.00	Provide plumbing services and fixture replacements including gas services repair. Emergency repairs as needed District-wide Funding: Restricted
Special Education Jean Gallagher	06/13/19- 06/30/20	Center for Speech, Language and Occupational Therapy	\$1,700.00	Provide an Independent Educational Evaluation (IEE) per parents request. Option is provided to the parent per the Individuals with Disabilities Act Funding: Sp Ed

Alum Rock Union Elementary School District June 27, 2019 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Special Education Jean Gallagher	06/14/19- 06/30/20	Psyched Services	\$4,800.00	Provide an Independent Educational Evaluation (IEE) per parents request. Option is provided to the parent per the Individuals with Disabilities Act Funding: Sp Ed
State & Federal Sandra Garcia	07/01/19- 06/30/20	Reading Partners	\$40,000.00	Provide one-on-one reading support to qualifying students of Arbuckle, Aptitud, Chavez, & San Antonio Schools utilizing structured curriculum-based materials Funding: Restricted
Student Services Norma Flores	07/01/19- 06/30/20	Alum Rock Counseling Center	No Cost	Provide individual and group therapy to students in ARUSD at selected sites. Services offered are: early childhood development, parent support, mentoring program, substance use prevention and community outreach Funding: N/A
Student Services Norma Flores	07/01/19- 06/30/22	RealOptions Medical Clinics	No Cost	Provide 6 th graders with skills for establishing healthy relationships and strengthening personal character abilities Funding: N/A



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PHREHOSING

INDEPENDENT CONTRACTOR AGREEMENT

M. Pain						
W. I CHI	ter Elementan	y	(Sci	nool/Dept_)	VENDOR NO.	
GRAM MA	NAGER: George	Kleidon				
	: The Alum Rock Uniong named Contractor	on Elementary School Di	strict (ARUES	D), whose address is	2930 Gay Avenue,	San Jose, CA 95127, an
Name of Ir	ndividual/Company: ,	THINK Togethe	r			
Address:	2101 E. Fourt	h St. Suite B-200) Cit	y: Santa Ana	State: CA	Zip: <u>92705</u>
Phone: (4	408) 946-272	.7	En	nail Address:		
SSN:			or Fe	d I.D. #: 33-0781	751	
Mutually a	agree and promise a	is follows:				
CONTRAC	CT TERM: start date	8/20/2019		end date	06/09/2020	
exhibit	s and other documen				1 - 1 - 5 - 5 - 5 - 5	
exhibit	s and other documen Fogether will p		ram Lead	er to coordinat	e and lead str	ructured
Think T studen	s and other documen Together will p t activities which resolution ski	tation if necessary: rovide one Progr ch promote and Ils during recess	ram Lead support c	er to coordinat ommunication h recess perio	e and lead str collaboration	ructured , and
exhibit Think studen conflict conflict compens expressed (Invoice) w upon appro	s and other document ogether will put activities which resolution ski sation: In conside herein, ARUESD subject shall be submitted oval of such demand of such demand service.	tation if necessary: rovide one Progr ch promote and	ram Lead support contractor rovision of service from the end (Check either day of service and the contractor by from the end (Check either	er to coordinate ommunication h recess periovices as described and submission of and of the month in what, b, or c) as may be requested not obligated to, received.	bove, and subject to properly documente ich the contract send by ARUESD, not quest the maximum	the payment provision and demand for payment vices were rendered, and to exceed a maximum of
exhibit Think studen conflict compense expressed (Invoice) w upon appro	s and other document ogether will put activities which cresolution skills sation. In consider herein, ARUESD submitted to submitted and of such demand of such demand of service.	rovide one Programment of promote and and alls during recess reation of Contractor's probable pay Contractor up ted not later than 30 day by ARUESD as follows:	ram Lead support contractor rovision of service from the end (Check either day of service and the contractor by from the end (Check either	er to coordinate ommunication h recess periovices as described and submission of and of the month in what, b, or c) as may be requested not obligated to, received.	bove, and subject to properly documente ich the contract send by ARUESD, not quest the maximum	the payment provision and demand for payment process were rendered, and to exceed a maximum of
exhibit Think studen conflict conflict compens expressed (Invoice) w upon appro	s and other document ogether will put activities which cresolution skills sation. In consider herein, ARUESD submitted to submitted and of such demand of such demand of service.	rovide one Programment of promote and and alls during recess reation of Contractor's probable pay Contractor up ted not later than 30 day by ARUESD as follows:	ram Lead support contractor rovision of service from the end (Check either day of service and the contractor by from the end (Check either	er to coordinate ommunication h recess periovices as described and submission of and of the month in what, b, or c) as may be requested not obligated to, received.	bove, and subject to properly documente ich the contract send by ARUESD, not quest the maximum	the payment provisions ded demand for payment prices were rendered, and

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



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

	ON OF BUSINESS SEI	AVICES			CONTRACT	vo
OM: AC	ademic Service	es	(Sc	hool/Dept.)	VENDOR NO.	20681
OGRAM N	MANAGER: Jason	Sorich				
the follow	wing named Contractor			D), whose address is	s 2930 Gay Avenue,	San Jose, CA 95127, ar
Name of	Individual/Company:	New Teacher C	Center			
Address	1205 Pacific A	Ave., Suite 301	Ci	ty: Santa Cruz	State: C	A zip: 95060
Phone:	(831) 600-22	00	En	nail Address:		
SSN: _			or Fe	d I.D. #: 26-242	7526	
Mutually	agree and promise a	s follows:				
CONTRA	ACT TERM: start date	July 1, 2019		end date	June 30, 202	20
exhib	its and other documen	tation if necessary:				ports). Attach proposal
NTC s	ription of services to to lits and other documen staff will provide	tation if necessary: two days of Su	mmer Ins	titute Plannino	and Facilitati	
compense (Invoice) upon app	ription of services to be staff will provide son or virtual pression or virtual pression to ARUS NSATION: In consider the desired service of such demand service.	tation if necessary: e two days of Sulanning day and D Academic Ser ration of Contractor's principle of the pay Contractor up ed not later than 30 da by ARUESD as follows:	rovision of ser con Contractor ys from the en (Check either and day of service SD may, but is	vices as described at definition of a dof the month in what a, b, or c)	bove, and subject to properly documents inch the contract sent	to exceed a maximum or number of hours/days of
compense (Invoice) upon app	ription of services to be list and other documents staff will provide son or virtual preship to ARUS NSATION: In consider the description of the submitted of	tation if necessary: e two days of Sulanning day and D Academic Selection of Contractor's pure the two days of Sulanning day Contractor up ed not later than 30 day ARUESD as follows: per hour/ bys of services. ARUES	rovision of ser con Contractor ys from the en (Check either and day of service SD may, but is	vices as described at submission of a d of the month in what b, or c) as may be requested not obligated to, re	and Facilitati novide feedback above, and subject to properly documents sich the contract sent and by ARUESD, not quest the maximum	to exceed a maximum or number of hours/days of Planning,
COMPEN expresse (Invoice) upon app	ription of services to the staff will provide staff will provide son or virtual preship to ARUS NSATION: In consider the desire of the submitted such demand of the service. Other: \$6850.00	tation if necessary: e two days of Sulanning day and D Academic Selection of Contractor's perhall pay Contractor uped not later than 30 day ARUESD as follows: per hour/ eys of services. ARUES (describe)	rovision of services Teal (Check either services To may, but is rate agreement Coaching	vices as described a s's submission of a d of the month in wha, b, or c) as may be requested not obligated to, re Includes Co	and Facilitati novide feedback above, and subject to properly documents sich the contract sent and by ARUESD, not quest the maximum ansultation and	to exceed a maximum of number of hours/days of Planning,
compense (Invoice) upon app	ription of services to be list and other documents staff will provide son or virtual preship to ARUS NSATION: In consider the description of the submitted of	tation if necessary: e two days of Sulanning day and D Academic Selection of Contractor's pure the two days of Sulanning day Contractor up ed not later than 30 day ARUESD as follows:	rovision of ser con Contractor ys from the en (Check either and day of service SD may, but is	vices as described at submission of a d of the month in what b, or c) as may be requested not obligated to, re	and Facilitati novide feedback above, and subject to properly documents sich the contract sent and by ARUESD, not quest the maximum	to exceed a maximum or number of hours/days of Planning,

- 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.
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CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



INDEPENDENT CONTRACTOR AGREEMENT

0: _	DIVISION					CONTRACT		
ROM	: Busi	iness Services	3	(School	ol/Dept.)	VENDOR NO	22947	
ROG	RAM MA	NAGER: Kolvira	Chheng					
U	ie tollowii	ng named Contractor					San Jose, C	95127, ar
N	lame of Ir	ndividual/Company:	David Taussig	& Associate	s DTA			
			reet, 5th Floor				A zip: 9	4109
			32					
M	lutually a	gree and promise a	s follows:					
			July 1, 2019		atch hna	June 30, 202	0	
þ	Descrip	otion of services to b	N: In consideration of the provided and expect tation if necessary:					
A,	Descrip	otion of services to be and other documen	ne provided and expect	ed results (e.g. s	ervices, materials,	products and/or re		
A. P	Descripentification of the control o	ption of services to to and other document. Tax, special to the services and other document. Tax, special to the services and other document. SATION: In consider herein, ARUESD shich shall be submitted and services are services and services are services and serv	pe provided and expect tation if necessary:	sed results (e.g. s SESSMENT S rovision of service on Contractor's ys from the end of (Check either a, b)	ervices, materials, ervices (se es as described a submission of a of the month in wh b, or c)	products and/or re e attached) bove, and subject properly document ich the contract ser	to the paymented demand invices were re	nt provisior or payment ndered, an
A. P	OMPENS (pressed avoice) whom appro	cardor repons: ption of services to the sand other document of the sand of the s	ration of Contractor's peed not later than 30 days of ARUESD as follows:	rovision of service on Contractor's ys from the end of (Check either a, but day of service as SD may, but is no	es as described a submission of a of the month in who, or c) a may be requeste ot obligated to, reconstructions.	bove, and subject properly document iich the contract sei	to the paymer led demand to vices were re	nt provision or paymen ndered, an
A. P CCC exx (In up	OMPENS (pressed avoice) whom appro	cand of services to be and other document. Tax, special to the services to be and other document. CATION: In consider herein, ARUESD shich shall be submitted by the service of such demand service. Other: \$\frac{1}{2}\$ hours/day.	ration of Contractor's prediction of Contractor's prediction of Contractor uped not later than 30 day are ARUES per hour/	rovision of service on Contractor's ys from the end of (Check either a, but day of service as SD may, but is no	es as described a submission of a of the month in who, or c) a may be requeste ot obligated to, reconstructions.	bove, and subject properly document iich the contract sei	to the paymer led demand to vices were re	nt provision or paymen ndered, an
A. P CCC exx (In up	OMPENS (pressed (voice) who on appro	cand of services to be and other document. Tax, special to the services to be and other document. CATION: In consider herein, ARUESD shich shall be submitted by the service of such demand service. Other: \$\frac{1}{2}\$ hours/day.	ration of Contractor's prediction of Contractor's prediction of Contractor uped not later than 30 day are ARUES per hour/	rovision of service on Contractor's ys from the end of (Check either a, but day of service as SD may, but is not rate agreement)	es as described a submission of a of the month in who, or c) a may be requeste ot obligated to, reconstructions.	bove, and subject properly document iich the contract sei	to the paymer led demand to vices were re	nt provision or paymer ndered, and maximum cours/days of

- 6. TERMINATION: This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
- 7. INDEPENDENT CONTRACTOR STATUS: This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
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CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

DIVISIO	ON OF BUSINESS SE	RVICES			CONTRACT	
ом: Bus	siness Services		(Sc	hool/Dept.)	VENDOR NO.	21752
OGRAM M	ANAGER: Kolvira	Chheng				
PARTIES the follow	3: The Alum Rock Uni- ving named Contractor	on Elementary School D	istrict (ARUES	D), whose address is	2930 Gay Avenue,	San Jose, CA 95127, and
Name of	Individual/Company:	STLR Corp., db	a Ryland	School Busine	ess Consulting	g
Address,	8334 Parus V	/ay	Cit	ty: Granite Bay	State: C	A zip: <u>95746</u>
Phone: (916)652-716	5	En	mail Address: terri@	orylandsbc.co	om
SSN: _			or Fe	ed I.D. #:		
Mutually	agree and promise a	s follows:				
CONTRA	CT TERM: start date	July 1, 2019		end date	June 30, 2020	0
products,	and/or reports:					owing services, materials ports). Attach proposals
contra products, A. Descr exhib Rylan- assist	and/or reports: ription of services to lits and other document d SBC will provious with business	pe provided and expect	ed results (e.g ncial plant e, training,	ning and busin budget development	products and/or re less services op; year-end	ports). Attach proposals as needed; closing; fiscal
CONTRA products, A. Desciexhib Rylan assist viabilit COMPEN expressed (Invoice) upon app	and/or reports: ription of services to be a serviced of SBC will provided by analyze long state of the submit roval of such demand service. Other: \$NTE \$4	pe provided and expect tation if necessary: vide general fina office assistance general flow ration of Contractor's phall pay Contractor upled not later than 30 daily ARUESD as follows: 00 per hour/ays of services. ARUES	ncial planse, training, schedule rovision of service ys from the en (Check either aday of service SD may, but is rate agreemen	ning and busing, budget developes; and present vices as described a r's submission of a ad of the month in what a, b, or c) as may be requested and obligated to, recont obligated to, recont obligated will know the sound obligated to the sound obligate	products and/or re less services op; year-end ations to the bove, and subject to properly document ich the contract ser d by ARUESD, not quest the maximum	ports). Attach proposals as needed; closing; fiscal
CONTRA products, A. Descience exhibited assist viabilited expressed (Invoice) upon appoint X a. b.	and/or reports: ription of services to its and other document d SBC will provide with business ty; analyze long ISATION: In conside the rein, ARUESD is which shall be submit roval of such demand Fee Rate: \$\$160. hours/ds service. Other: \$NTE \$4 fees and	pe provided and expect tation if necessary: ride general fina office assistance general flow ration of Contractor's phall pay Contractor up the donot later than 30 day ARUESD as follows: 00 per hour/ ays of services. ARUES	ncial planse, training, schedule rovision of service ys from the en (Check either aday of service SD may, but is rate agreemen	ning and busing, budget developes; and present vices as described a r's submission of a ad of the month in what a, b, or c) as may be requested and obligated to, recont obligated to, recont obligated will know the sound obligated to the sound obligate	products and/or re less services op; year-end ations to the bove, and subject to properly document ich the contract ser d by ARUESD, not quest the maximum	ports). Attach proposals as needed: closing; fiscal board. o the payment provisions ed demand for payment vices were rendered, and to exceed a maximum o number of hours/days o
CONTRA products, A. Desciexhib Rylaniassist viabilit COMPEN expressed (Invoice) upon app X a. b. BUDGET	and/or reports: ription of services to its and other document d SBC will provide with business ty; analyze long ISATION: In consided the rein, ARUESD service shall be submitted and four service. Other: \$NTE \$4 fees and CODE:	pe provided and expect tation if necessary: vide general fina office assistance general flow ration of Contractor up ted not later than 30 day ARUESD as follows: 00 per hour/ays of services. ARUESD as follows: 9,000.00 (described expenses in the services)	ncial planse, training, schedule rovision of service (Check either and of service SD may, but is rate agreemer as appr	ning and busing, budget developes; and present vices as described a r's submission of a do of the month in what, b, or c) as may be requested not obligated to, recent) District will knowed by the	products and/or re less services op; year-end of cations to the bove, and subject the properly document ich the contract ser d by ARUESD, not quest the maximum oe billed on main e Supt.	ports). Attach proposals as needed: closing; fiscal board. o the payment provisions ed demand for payment vices were rendered, and to exceed a maximum or number of hours/days or
CONTRA products, A. Descience exhibited assist viabilited expressed (Invoice) upon appoint X a. b.	and/or reports: ription of services to its and other document d SBC will provide with business ty; analyze long ISATION: In conside the rein, ARUESD is which shall be submit roval of such demand Fee Rate: \$\$160. hours/ds service. Other: \$NTE \$4 fees and	pe provided and expect tation if necessary: vide general fina office assistance general flow ration of Contractor's phall pay Contractor upled not later than 30 daily ARUESD as follows: 00 per hour/ays of services. ARUES	ncial planse, training, schedule rovision of service ys from the en (Check either aday of service SD may, but is rate agreemen	ning and busing, budget developes; and present vices as described a r's submission of a ad of the month in what a, b, or c) as may be requested and obligated to, recont obligated to, recont obligated will know the sound obligated to the sound obligate	products and/or re less services op; year-end ations to the bove, and subject to properly document ich the contract ser d by ARUESD, not quest the maximum	ports). Attach proposals as needed: closing; fiscal board. o the payment provisions ed demand for payment vices were rendered, and to exceed a maximum o number of hours/days o

- 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.
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- 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

2930 Gay Avenue, San José, CA 95127

Phone: 408-928-6800

Fax: 408-928-6416

www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Daniel Flores, Director of Maintenance, Operation & Transportation

Re: Contract Approval- Environmental System Inc. for system analysis at LUCHA &

DORSA

Date: June 17, 2019

Summary:

Environmental Systems is part of our Energy Management System. To perform an operating system analysis of the site's VRF HVAC at LUCHA & Dorsa The system will be inspected and reviewed only by a Mitsubishi Factory Certified Diamond System Builder, Licensed mechanical contractor. This analysis will produce a 5-year extended warranty.

Recommendation:

Staff recommends that the board approve the contract in the amount of \$17,800 for the HVAC system analysis at LUCHA & Dorsa from July 1, 2019 - June 30, 2020.

PUR-107 Rev. 12/15



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

O: DIVISI	ON OF BUSINESS SER	RVICES			CONTRACT N	0
ROM:	Maintenance		(School	I/Dept.)	VENDOR NO.	22377
ROGRAM N	MANAGER: Daniel	Flores - Directo	or			
	S: The Alum Rock Union wing named Contractors		istrict (ARUESD),	whose address is	2930 Gay Avenue,	San Jose, CA 95127, and
Name of	f Individual/Company: _	Environmen	tal System, I	nc.		
Address	3353 De La	Cruz Blvd.	City:	San Jose	State: _C	A zip: 95054
Phone:	(408) 980-1	711	Email	Address: WWW	.esite.net	
SSN: _			or Fed I.i	D. #: 94-2298	197	
Mutually	y agree and promise a	s follows:				
	ACT TERM: start date			end date	June 30, 20	20
products A. Desc	ACTOR'S OBLIGATION and/or reports: cription of services to b	e provided and expecte	SC. ACOUNTY			
A. Desc exhib	s, and/or reports:	e provided and expected attion if necessary: The plans for manual poting will need to	ed results (e.g. se	ervices, materials,	products and/or rep	oorts). Attach proposal
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- TERMINATION: This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
- 7. INDEPENDENT CONTRACTOR STATUS: This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
- COMPLETENESS OF AGREEMENT: This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

JUN 1/ 2019 PK2

2930 Gay Avenue, San José, CA 95127

Phone: 408-928-6800

Fax: 408-928-6416

www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Daniel Flores, Director of Maintenance, Operation & Transportation

Re: Contract Approval- Khai Heating & Air Conditioning

Date: June 12, 2019

Summary:

Khai Heating & Air Conditioning is experienced with not only Allerton controllers and program settings along with HVAC units but all other non-Airedale units. Khai will service and repair and heating and cooling equipment in a quick and timely manner.

The District reached out to multiple companies and based on pricing and reliability staff is recommending to contract with Khai Heating & Air Conditioning.

Recommendation:

Staff recommends that the Board of Trustees approve the contract with Khai Heating & Air Conditioning in the amount of \$44,000 for the 2019-2020 fiscal year.

PUR-107 Rev. 12/15



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT SING

INDEPENDENT CONTRACTOR AGREEMENT

DIVISIO	ON OF BUSINESS SE	RVICES			CONTRACT NO	J
om: D	aniel Flores - D	irector	(Scho	ool/Dept.)	VENDOR NO.	21763
OGRAM N	ANAGER:					
the follow	wing named Contractor					San Jose, CA 95127, a
Name of	Individual/Company:	KHAI Q TRA	AN DBA: H	leating & Air (Conditioning	
Address	1182 Raposa	Dr.	City	San Jose	State: C/	A. zip: 95121
Phone:	408) 204-06	82	Ema	all Address: khaic	tran@yahoo.	com
SSN: _			or Fed	I.D. #:		
Mutually	agree and promise a	s follows:				
CONTRA	ACT TERM: start date	July 1, 2019		end date	June 30, 202	0
A. Desc exhib	, and/or reports: ription of services to b its and other documen		ed results (e.g.	services, materials,	products and/or rep	orts). Attach proposa
A. Desc exhib	and/or reports: ription of services to be its and other document rovide service I heating and co	e provided and expect	d repair of	services, materials, N	products and/or rep within 24 hrs. I	orts). Attach propos District wide.
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- TERMINATION: This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
- 7. INDEPENDENT CONTRACTOR STATUS: This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
- COMPLETENESS OF AGREEMENT: This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

2930 Gay Avenue, San José, CA 95127

Phone: 408-928-6800

Fax: 408-928-6416

www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Daniel Flores, Director of Maintenance, Operation & Transportation

Re: Contract Approval- S & S Plumbing, Inc.

Date: June 12, 2019

Summary:

The District has frequently required emergency plumbing services making it a priority for the District to maintain a contract with an experience and reliable company that can provide emergency repairs as needed.

The District reached out to three (3) plumbing companies and based on pricing, experience and reliability, staff is recommending to contract with S & S Plumbing, Inc.

Recommendation:

Staff recommends that the Board of Trustees approve the contract with S & S Plumbing, Inc. in the amount of \$44,000 for fiscal year 2019-2020.

PUR-107

INDEPENDENT CONTRACTOR AGREEMENT

DIVISIO	ON OF BUSINESS SE					NO
ом:1	MOT		(Scho	ool/Dept.)	VENDOR NO.	22409
OGRAM N	MANAGER: Dani	el Flores				
PARTIE:	S: The Alum Rock Un wing named Contracto	ion Elementary School I	District (ARUESD)), whose address is	2930 Gay Avenue,	San Jose, CA 95127, ar
Name of	Individual/Company:	S&S Plumbin	g, Inc. DBA:	Dependable	Rooter and F	Plumbing.
Address	820 Faulsti	ch Court	City:	San Jose	State:	CA. zip: 95112
Phone:	409)920-708	0	Ema	Address: WWW	.dependabler	ooter.com
SSN: _			or Fed	I.D. #:		
	agree and promise					
CONTRA	ACT TERM: start date	July 1, 2019		end date_	June 30, 202	20
products,	and/or reports:		44.0			
A. Desc exhib Prov	ription of services to its and other documer ide plumbing s	be provided and expect station if necessary: ervices: sewer re- ture replacemen	ed results (e.g. s	services, materials,	products and/or rep on, snake and	ports). Attach proposal
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A. Desc exhib Prov Wast as necessary (Invoice) upon app X b.	ription of services to its and other documer ride plumbing see lines, and fix eded District-was a service. SATION: In consider the district of herein, ARUESD service. The Rate: hours/daservice.	ture replacement ide. retation of Contractor's perhall pay Contractor upted not later than 30 dated by ARUESD as follows: per hour/ays of services. ARUES	ed results (e.g. seplacement ts including rovision of service on Contractor's ys from the end of (Check either a, it day of service as SD may, but is n rate agreement)	gas services gas services es as described a submission of a of the month in wh b, or c) s may be requested to describe to obligated to reconstructions.	products and/or reponded and subject to properly documente ich the contract services the maximum	ports). Attach proposal

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INDEPENDENT	CONTRACTOR	AGREEMENT

OM: Sp		ERVICES	_		CONTRACT N	0	
	ecial Education	n	(Sc	chool/Dept.)	VENDOR NO.	7011	
OGRAM N	MANAGER: Jean C	Gallagher					
PARTIE:	S: The Alum Rock Un wing named Contracto	nion Elementary School E	District (ARUES	SD), whose address is	s 2930 Gay Avenue,	San Jose, CA 95	127, and
Name of	Individual/Company:	Center for Spe	ech, Lang	uage and Occ	upational Ther	apy (CSLO	T)
		y St #150					
		55					
SSN: _							
Mutually	agree and promise						
		June 13, 2019		end date	June 30, 2020		
exuip	its and other documer						oposals,
CSLO	OT will provide a	be provided and expect ntation if necessary: a Independent E ed to the parent	ducationa	l Evaluation (I	EE) per parent	ts request,	
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- 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.
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- COMPLETENESS OF AGREEMENT: This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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Page 1 of 3

Rev. 07/18





ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

DIVISIO	SIT OF BOOMYCOD BE	TYTOLO			CONTRACT	NO
ROM: Spe	cial Education		(Sch	ool/Dept.)	VENDOR NO.	
ROGRAM M	ANAGER: Jean G	allagher				
the follow	ving named Contractor	on Elementary School D		D), whose address is	2930 Gay Avenue,	San Jose, CA 95127, and
		vd		Burlingame	State: CA	A zip 94010
SSN: _			or Fed	I.D. #: 82-2715	378	
Mutually	agree and promise a	s follows:				
CONTRA	CT TERM: start date	June 14, 2019		end date J	une 30, 2020	1
A Descr	and/or reports:	pe provided and expect				
A. Descr exhibi	and/or reports: ription of services to its and other document	pe provided and expect	ed results (e.g.	services, materials,	products and/or re	ports). Attach proposals
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- 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.
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- 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.





ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

		RVICES			CONTRACT	10.
юм: Sta	te & Federal Pr	ograms	(Sch	ool/Dept.)	VENDOR NO.	20988
ROGRAM M	ANAGER: Sandra	Garcia				
	5: The Alum Rock Union		istrict (ARUESE	D), whose address is	2930 Gay Avenue,	San Jose, CA 95127, an
Name of	Individual/Company:	Reading Partne	rs			
Address:	180 Garand A	venue, Ste. 800	City	Oakland	State: C	A zip: 94612
	510) 444-980					adingpartners.or
SSN:			or Fed	1 I.D. #:		
Mutually	agree and promise a	s follows:				
CONTRA	CT TERM: start date	July 1, 2019		end date_	June 30, 2	2020
products, A. Descr	iption of services to b	e provided and expecte	ed results (e.g.	services, materials,	products and/or re	ports). Attach proposals
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A. Descrexhibit Provide and Sa operate exact COMPEN expressed (Invoice) wupon apprair a.	iption of services to be to and other document the one-on-one of an Antonio utilizate on the school hours to be mu SATION: In consider the herein, ARUESD stands the shall be submitted oval of such demand the service. Other: \$40,000	ation if necessary: reading support of the support	to qualifying curriculum- ipproximation. ovision of service of Contractor's from the end (Check either a, day of service a d	ices as described at s submission of a of the month in whi b, or c) as may be requested not obligated to, requested to the month in which the mon	Arbuckle, Apals. The tutor of the contract send by ARUESD, not nuest the maximum	etitud, Chavez, ing program will - Thursday, with the payment provision and demand for payment vices were rendered, and to exceed a maximum of number of hours/days out.
A. Descrexhibit Provide and Sa operate exact COMPEN expressed (Invoice) supon apprate a. X b. COVER BUDGET	iption of services to be to and other document the one-on-one of an Antonio utilizate on the school hours to be mu SATION: In consider the herein, ARUESD stands the shall be submitted oval of such demand the service. Other: \$40,000	ation if necessary: eading support if reading structured of I campus from a tually agreed up ation of Contractor's proper in the contractor up ation of Contractor up ation of Contractor up ation of Contractor's proper in the contractor up ation of Contractor up atio	to qualifying curriculum- ipproximation. ovision of service of Contractor's from the end (Check either a, day of service a d	ices as described at s submission of a of the month in whi b, or c) as may be requested not obligated to, requested to the month in which the mon	Arbuckle, Apals. The tutor of the contract send by ARUESD, not nuest the maximum	etitud, Chavez, ing program will - Thursday, with the payment provision and demand for payment vices were rendered, and to exceed a maximum of number of hours/days out.
A. Descrexhibit Provide and Scoperate exact COMPEN expressed (Invoice) vupon apprate a. X b. COVER BUDGET FUND	sation: In consider herein, ARUESD shours of such demand by the Rate: \$	ation if necessary: eading support if the process of the process	to qualifying curriculum- ipproximation. ovision of service of contractor's from the end (Check either a, day of service a d	ices as described at s submission of a of the month in whi b, or c) as may be requested not obligated to, requested to a control of the month in which the month in	Arbuckle, Apals. The tutor of the contract send by ARUESD, not usest the maximum 20 school year of budget. PROG. TITLE	o the payment provisions of the payment provisions of demand for payment vices were rendered, and to exceed a maximum of number of hours/days of the control
A. Descrexhibit Provide and Sa operate exact COMPEN expressed (Invoice) wupon approvided approvided and Sa operate exact COMPEN expressed (Invoice) wupon approvided approvided and Sa operate Exact COMPEN expressed (Invoice) wupon approvided approvided and Sa operate Exact COMPEN expressed (Invoice) with the Exact Compens expressed and Sa operate Exact COMPEN expressed (Invoice) with the Exact Compens expressed	sand other document to be one-on-one or an Antonio utilizate on the school hours to be mu SATION: In consider the herein, ARUESD stands to be submitted oval of such demand to service. Other: \$40,000 \$20,000 (Aptitution code: DEPARTMENT 360	ation if necessary: eading support if reading structured of I campus from a tually agreed up ation of Contractor's proper in the contractor up ation of Contractor up ation of Contractor up ation of Contractor's proper in the contractor up ation of Contractor up atio	to qualifying turriculum- ipproximation. ovision of service of contractor's from the end (Check either a, day of service of a green and avez, Sanunds. See OBJECT 5815	ices as described at s submission of a of the month in whi h, b, or c) as may be requested not obligated to, requested to a control of the month in which the month	Arbuckle, Apals. The tutor of the contract send by ARUESD, not usest the maximum 20 school year of budget.	titud, Chavez, ing program will - Thursday, with to the payment provision ed demand for paymen vices were rendered, and to exceed a maximum of number of hours/days of tr, District will \$20,000 will be codes.

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 19 19 17

INDEPENDENT CONTRACTOR AGREEMENT

. Sti	Ident Services		200	age to a	CONTRACT N		
		2000	(School	I/Dept.)	VENDOR NO.		
OGRAM N	MANAGER: Norma	Flores					
	S: The Alum Rock Uni wing named Contractor	on Elementary School D	District (ARUESD),	whose address is	2930 Gay Avenue,	San Jose,	CA 95127, and
Name o	f Individual/Company:	Alum Rock Cou	inseling Cen	iter			
Address	777 N First St	t. Suite	City:	San Jose	State: C/	Zip:	95112
Phone:	(408)294-050	0	Email	Address:			
SSN: _			or Fed I.I	D. #: 23-7367	7637		
Mutuall	y agree and promise a	as follows:					
CONTR	ACT TERM: start date	7/1/19		end date	6/30/20		
A. Desc	s, and/or reports:	N: In consideration of the provided and expect station if necessary:					
A. Desc exhib	s, and/or reports: cription of services to to bits and other document de individual and ces offered are le crisis respons	be provided and expect	ed results (e.g. se to students	ervices, materials, in ARUSD a	products and/or repart selected site	oorts). At	tach proposals.
A. Desc exhib Provi servic mobil outre.	cription of services to a cription of services to a cription of services to a characteristic and other document de individual and des offered are de crisis respons ach.	be provided and expect tation if necessary: ad group therapy early childhood	to students development substantial contractor's systems of services on Contractor's systems and the end of th	in ARUSD at parent supance use prosession of a fifther month in who	products and/or repart selected site opent, mentoring evention and bove, and subject to properly documents	es. Oth	tach proposals. gram, unity ment provisions of for payment
A. Desc exhit Provi service mobil outre.	cription of services to a control of services offered are crisis responsianch. NSATION: In considered herein, ARUESD significant shall be submit proval of such demand. Fee Rate: \$ 0	be provided and expect thation if necessary: Ind group therapy early childhood is e., case manage eration of Contractor's peration of Contractor's peration that is than 30 day ARUESD as follows:	to students development substancement, substancement, substancement of service on Contractor's says from the end of (Check either a, b)	in ARUSD at parent supance use prosess as described a submission of a f the month in who, or c)	products and/or repart selected site opent, mentorinevention and bove, and subject to properly documente in the contract send by ARUESD, not	es. Othing procommit the payr d deman ices were	tach proposals, per gram, unity ment provisions d for payment rendered, and
A. Desc exhit Provi service mobil outre.	cription of services to a control of services offered are crisis responsianch. NSATION: In considered herein, ARUESD significant shall be submit proval of such demand. Fee Rate: \$ 0	be provided and expect thation if necessary: Ind group therapy early childhood is e, case manage eration of Contractor's peration of Contractor up the contractor of the cont	to students development substancement, substancement, substancement of service on Contractor's says from the end of (Check either a, b)	in ARUSD at parent supance use prosess as described a submission of a f the month in who, or c)	products and/or repart selected site opent, mentorinevention and bove, and subject to properly documente in the contract send by ARUESD, not	es. Othing procommit the payr d deman ices were	tach proposals, per gram, unity ment provisions d for payment rendered, and
A. Desc exhibition of the control of	cription of services to to bits and other document de individual and the ces offered are le crisis responsach. NSATION: In considered herein, ARUESD service who which shall be submit proval of such demand the ces of the	be provided and expect thation if necessary: Ind group therapy early childhood is e., case manage eration of Contractor's peration of Contractor's peration that is than 30 day ARUESD as follows:	to students development, substantial contractor's sys from the end of (Check either a, b. day of service as SD may, but is no	in ARUSD at parent superance use process as described a submission of a f the month in who, or c)	products and/or repart selected site opent, mentoring evention and bove, and subject to properly documents ich the contract send by ARUESD, not quest the maximum	othe payr d deman ices were	nent provisions d for payment rendered, and a maximum of hours/days of
A. Desc exhibition of the control of	cription of services to to bits and other document de individual and the ces offered are le crisis responsach. NSATION: In considered herein, ARUESD service who which shall be submit proval of such demand the ces of the	be provided and expect station if necessary: ad group therapy early childhood is se, case manage eration of Contractor's protection of Contractor up ted not later than 30 day by ARUESD as follows:	to students development, substantial contractor's sys from the end of (Check either a, b. day of service as SD may, but is no	in ARUSD at parent superance use process as described a submission of a f the month in who, or c)	products and/or repart selected site opent, mentoring evention and bove, and subject to properly documents ich the contract send by ARUESD, not quest the maximum	othe payr d deman ices were	nent provisions d for payment rendered, and a maximum of hours/days of
A. Desc exhibition of the control of	cription of services to a cription of services offered are crisis responsed. NSATION: In considered herein, ARUESD is which shall be submit proval of such demand. Fee Rate: \$0 hours/daservice. Other: \$0	be provided and expect station if necessary: ad group therapy early childhood is se, case manage eration of Contractor's protection of Contractor up ted not later than 30 day by ARUESD as follows:	to students development, substantial contractor's sys from the end of (Check either a, b. day of service as SD may, but is no	in ARUSD at parent superance use process as described a submission of a f the month in who, or c)	products and/or repart selected site opent, mentoring evention and bove, and subject to properly documents ich the contract send by ARUESD, not quest the maximum	othe payr d deman ices were	nent provisions d for payment rendered, and a maximum of hours/days of

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

LUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISIO	ON OF BUSINESS SE	RVICES			CONTRACT N	0,
FROM: Stu	ident Services		(Sc	hool/Dept.)	VENDOR NO.	
PROGRAM N	MANAGER: Norma	Flores				
	S: The Alum Rock Uni wing named Contracto		istrict (ARUES	D), whose address	is 2930 Gay Avenue,	San Jose, CA 95127, and
Name of	Individual/Company:	RealOptions M	edical Clir	nics		
Address	1671 The Ala	meda St. 101	Ci	y: San Jose	State: CA	A zip: 95126
Phone:	(408) 650-678	88	Er	nail Address: bec	ca@realoptions	s.net
SSN: _			or Fe	d I.D. #:		
Mutually	agree and promise	as follows:				
		July 1, 2019		end date	June 30, 2022	2
Real Cand s	oits and other documer Options will pro trengthening po	ntation if necessary: vide 6th grade st ersonal characte	udents wi	th skills estat	olishing healthy	
the 20	019-2022 school	ol years.				
expresse (Invoice) upon app	d herein, ARUESD swhich shall be submit broval of such demand Fee Rate: \$hours/d service.	shall pay Contractor up tted not later than 30 da by ARUESD as follows:	oon Contractorys from the er (Check either day of service SD may, but is	s submission of a d of the month in v a, b, or c) as may be reques not obligated to, r	a properly documente which the contract serve ted by ARUESD, not request the maximum	the payment provisions ed demand for payment vices were rendered, and to exceed a maximum of number of hours/days of
BUDGET	CODE:				7	
FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 2930 Gay Avenue

San José, CA 95127

12.02

Date: June 17, 2019

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Adoption of Piggybackable Contracts for Equipment, Materials, Supplies, and

To the Board of Trustees:

Subject:

	Services (that are not consti	uction services).	
Staff Analysis:	competitive bids prepared by and public agencies, provide the originating agency at the t	other school districts (cond such authority is grante time of the bid preparation agencies include any publications.)	es school districts to order against mmonly referred to as "piggyback") d by the Board of Education and and award of contract. Pursuant to ic corporation or agency, including
	District staff has determined the administrative time and mon able to obtain as a single approve the adoption of piggyl	ey, and they often provide agency. It is recomme	e lower prices than we would be ended that the Governing Board
	National Joint PowersNational Intergovernm	f State Procurement Official Alliance (NJPA) ental Purchasing Alliance (N rernment Purchasing Alliand	NATIONALIPA)
Recommendation:	extensions for the purchase of	equipment, materials, supp	ntracts and any applicable contract blies, and services (that are not in the Procurement Department
Prepared by: <u>Maria</u>	J. Martinez M. M.	Title: Procurement Mana	iger
Approved by: Kolvin	a Chheng	Title: Assistant Superinte	endent of Business Services
To the Board of Trust	ees:	Meeting:	une 27, 2019
Recommende 12.02 Agenda Plac		Hilaria Bauer,	Ph.D., Superintendent
	DISPOSITION B	Y BOARD OF TRUSTEES	
Motion by:		Seconded by:	

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

CalSave Purchasing Cooperative Contract

- ☐ Software (Microsoft, Adobe)
- ☐ Technology (CDWG, Troxell, Konica Minolta)

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

School Plan for Student Achievement (SPSA) 2019-2020

To the Board of Trustees:

Subject:

12.03

Date: June 21, 2019

Staff Analysis:	resources available to the so goal of increasing student actinform the Local Control and The SPSA consolidates all funded through the consolimprovement programs, including provement (CSI), Targeted Support and Improvement (A 64001 and the Elementary Student Succeeds Act (ESSA SPSAs are typically approved June approval cycle to align	ed in December; however, we are moving all schools to a gn with Comprehensive Support and Improvement (CSI) cation of school budgets for the new fiscal year. All schools
Recommendation:	following schools: Aptitud, Cu	al of the School Plan for Student Achievement for the cureton, Dorsa, Fischer, George, Lyndale, Mathson, Painter, issance/Mathson & Sheppard. School plans are available in
Submitted by: Sand Approved by: Rene	0	or of State and Federal Programs ant Superintendent of Instructional Services
Recommend App Agenda Placemer	proval	Meeting: June 27, 2019 Regular Board Meeting Hilaria Bauer, P.M.D., Superintendent
	DISPOSITION BY	Y BOARD OF TRUSTEES
Motion by:		Seconded by:
Approved:	Not Approved:	Tabled:

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

12.04

Office of Superintendent of Schools

To the Bo	ard of Trustees:		
Subject:	Approve/Ratify Notices of E	mployment and (changes of Status/June 27, 2019/
	Human Resources Departm	ent	
Staff Anal	ysis:		
	This item includes recommer in employee status.	ndations such as n	ew hires, leaves of absence, or other changes
Recomme	ndation:		
	The Board is requested to a status for existing employees		g of any new employee, and any change o
Submitte	d by: Jess Serna	Title:	Interim Assistant Superintendent, Human Resources
To the	Board of Trustees: Recommend Approval	Meeting:	June 27, 2019 Regular Board Meeting
1	2.04		MANIMIN
	Agenda Placement		Hilaria Bauer, Ph.D., Superintendent
	DISPOS	ITION BY BOARD	OF TRUSTEES
Motion	by:	Secon	ded by:
Approx	red: Not A	Approved:	Tabled:

CLASSIFIED PERSONNEL - June 27, 2019

CLASSIFIED OFFERS OF EMPLOYMENT:

I.	Change of Status: 1. Sharma, Payal	Campus Paraeducator & Paraeducator/Hubbard	06/04/19
		(
II.	39mo Re-Employment:		
	 Alkurjy, Christina Juliet 	Library & Learning Center Assistant/Fischer	07/01/19-10/01/22
	2. Arenas, Ariana Guadalupe	Child Welfare & Attendance Liaison/Student Services	07/01/19-10/01/22
	3. Escobar, Claudia Marcela	Office Assistant III (12mo)/Child Nutrition Services	07/01/19-10/01/22
	4. Guevara, Jacqueline Christine	Executive Assistant/Superintendent's Office	07/01/19-10/01/22
	5. Gutierrez, Cruz V	Library & Learning Center Assistant/Cassell & Ryan	07/01/19-10/01/22
	6. Herr, Poua Karen	Library & Learning Center Assistant/Aptitud & Arbuckle	07/01/19-10/01/22
	7. Howard, Alison June	Data/Research Technician/Student Services	07/01/19-10/01/22
	8. Leggett, Paula Margarita	Office Assistant III (12mo)/Student Services	07/01/19-10/01/22
	9. Marin, Ofelia	Printing Technician I/Print Shop	07/01/19-10/01/22
	10. Mikaio, Rosalie Malia	Substitute Assignment Assistant/Human Resources	07/01/19-10/01/22
	11. Moran, Louie	Director, Facilities, Bonds, & Leases/Bonds	07/01/19-10/01/22
	12. Munoz, Gayle Susan	Library & Learning Center Assistant/Ocala	07/01/19-10/01/22
	13. Pinuela, Neru	Night Custodian I-Elementary/Lyndale	07/01/19-10/01/22
	14. Vega, Blanca	Library & Learning Center Assistant/Mathson	07/01/19-10/01/22
	15. Villalobos, Lesly Gonzalez	Library & Learning Center Assistant/LUCHA & Meyer	07/01/19-10/01/22
	16. Wilson, Jeremiah Paul	Library & Learning Center Assistant/Dorsa & Hubbard	07/01/19-10/01/22
m.	Retirement: 1. Schue, Elaine U	Library & Learning Center Assistant & Campus Paraeducator / George	06/12/19
W	Substitute Personnel:		
14.	1. Bell, Andromea	Substitute Clerical	06/06/19
	2. De Monzon, Gladys A. V.	Substitute Paraeducator	06/06/19
	3. Hernandez, Samuel Lira	Substitute Custodian	06/06/19
	4. Espinoza, Ana Lilia	Substitute Custodian	06/06/19
	2000		
V.	Contracted Employee:	A ROLL TO A STATE OF THE STATE	05/07/10 05/10/10
	1. Castaneda, Juan	Music Teacher/ VAPA	05/26/19-07/19/19
	2. Cervantes, Rogelio	Instructor/ VAPA	05/01/19-07/31/19
	3. Fowler, John Lewis	Music Teacher/ VAPA	05/26/19-07/19/19
	4. Gumisad, Stacey	Instructor, Assistant/ VAPA	06/10/19-12/31/19
	5. Ku, Amanda	Piano Accompanist/ VAPA	05/01/19-07/31/19
	6. Nguyen, Vincent	Audio Technician/ VAPA	06/10/19-12/31/19
	7. Perez, Juan Manuel Ramos	Music Director/ VAPA	05/01/19-07/31/19
	8. Ramirez, Laura	Vocal Jazz Instructor/ VAPA	06/17/19-07/22/19
	9. Ramos, Zaida	Music Director/ VAPA	05/01/19-07/31/19
	10. Talo, Matthew	Audio Technician/ VAPA	06/10/19-12/31/19

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-HUMAN RESOURCES DEPARTMENT MEETING OF THE BOARD OF TRUSTEES June 27, 2019

CERTIFICATED OFFERS OF EMPLOYMENT:

Employee Contrac	ts:
Employee Contract	π

CII	ipidyee contracts.		
1.	Ausin, Lydia	ELPAC Examiner	08/01/2019-10/30/2019
2.	Clay, Theresa	ELPAC Examiner	08/01/2019-10/30/2019
3.	Kinoshita, Gloria	ELPAC Examiner	08/01/2019-10/30/2019
4.	Martin, Marisol Z	ELPAC Examiner	08/01/2019-10/30/2019
5.	Moran, Elba	ELPAC Examiner	08/01/2019-10/30/2019
6.	Nielsen, Susan	ELPAC Examiner	08/01/2019-10/30/2019
7.	Rocha, Maria Elena	ELPAC Examiner	08/01/2019-10/30/2019
8.	Rojas-Gonzales, Evelia	ELPAC Examiner	08/01/2019-10/30/2019
9.	Romo, Luz Maria	ELPAC Examiner	08/01/2019-10/30/2019
10	Salas, Maria	ELPAC Examiner	08/01/2019-10/30/2019
11	. Wagner, Marilyn	ELPAC Examiner	08/01/2019-10/30/2019
12	. Wolford, Margaret	ELPAC Examiner	08/01/2019-10/30/2019

CERTIFICATED CHANGES OF STATUS:

II. One Year Nonpaid Personal Leave of Absence:

1. Cardenas, David	Core/Renaissance Academy I	07/01/2019-06/30/2020
2. Diaz-Correa, Jaymmy	K/L.U.C.H.A. Academy	07/01/2019-06/30/2020
3. Harris, Amber	Core/Fischer Middle School	07/01/2019-06/30/2020
4. Ortega, Maria	K/L.U.C.H.A. Academy	07/01/2019-06/30/2020
5. Shaffer, Lara	RSP/L.U.C.H.A. Academy	07/01/2019-06/30/2020

III. Retirement:

1. Morales, Susilina RSP/Hubbard Media Arts Academy 06/11/2019

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

12.05

To the Board of Trus	tees:	Date: June 10, 2019
Subject:	ARUESD 2019-2020 Instruc The Instructional Calendar I holidays.	tional Calendar reflects report card timelines, minimum days and
Staff Analysis:		s an agreed upon calendar that includes report ays and holidays. The instructional calendar ats are in attendance.
Recommendation:	Staff recommends approva	of the 2019-2020 Instructional Calendar.
Submitted by: <u>Barba</u> Approved by: <u>Rene</u>	0 <	
Recommend Approx Agenda Placement	val	Meeting: June 27, 2019 Regular Board Meeting Hilaria Bauer, Ph.D., Superintendent
	DISPOSITION BY B	OARD OF TRUSTEES
Motion by:		econded by: Tabled:



Alum Rock Union Elementary School District 2019 - 2020 Instructional Calendar / QUARTER



7/04 Independence Day

8/14, 8/15 Teacher PD Days

Teacher Prep Days 8/16, 8/19

First Day of School 8/20

To	M	£	F	S
3	4	5	9	7
10	11	12	13	14
17	18	19	20	21
2.0	(25)	26	(2)	28
31				
	10 17	3 4 4 11 17 18 28 28 28	1 1 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	11 12 19 28 28 28

23

27

15 22

14 21

13 20

12

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19

17 24

To W Th November

Z

Su

Holiday Break 12/23 - 12/31

Veteran's Day Observed

11/11

11/27-11/28 Thanksgiving Break

11/25-26, 29 Non-student Day

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9/02 Labor Day

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10/7 Teacher PD Day

10/25, 10/28-11/1 MS Conferences 10/23 End of First Quarter

2/17 - 2/21 Presidents' Day/Winter Break

2/18 - 2/20 Non-student Days

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1/01 - 1/03 Holiday Break

End of Second Quarter 1/20 Martin Luther King Day 1/16

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5/25 Memorial Day

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29	21	22	23	24	25	26	27
	28		30				

6/5, 6/8 Minimum Days

End of Fourth Quarter 6/9

Last Day of School 6/9

8/19

8/16

8/13

6/9

8/20

STARTING/ENDING DATES OF SCHOOL

MANDATORY TEACHER WORKDAYS

NEW TEACHER ORIENTATION:

NON STUDENT DAYS

3/30 End of Third Quarter

Cesar Chavez Day

3/27

29

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

LEGAL/LOCAL HOLIDAYS

4/13 - 4/17 Spring Break

Easter

4/13

'S/TEACHER PD DAYS 0/23, 1/16, 3/30, 6/9

8/15 8/14

10/14

Elementary Schools:

K-5 Progress Reports sent home to parents who did not attend conferences: 11/4 K-5 Progress Reports for "At-Risk" students only go home: 4/3

K-5 Standards-based Report Cards go home: 1/23, 6/9

Middle Schools:

6-8 Report Card grades to be electronically Submitted 10/31, 1/22, 4/2, 6/8 6-8 Progress Report dates: 9/24, 12/5, 2/28, 5/11

Conferences:

Middle & Elementary Schools: 10/25, 10/28, 10/29, 10/30, 11/1

RS/amc: Academic Services Pending Board Approval

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT



2019 - 2020



Minimum Instructional Days

Oct. 25, 28, 29, 30, 2019 November 1, 2019	 Elementary and Middle School Minimum Days: K-5 Progress Reports for all students completed
	6-8 Report Cards (regular) for all students completed
	 There is a reduction of 80 minutes of instructional time for the minimum days for the purpose of preparing reports and conferencing.
October 31, 2019	 6-8 Report Cards to be electronically submitted
November 4, 2019	 K-5 Progress Reports sent home to parents who did not attend conferences.
Jan. 21 & 22, 2020	Elementary and Middle School Minimum Days:
45.425.35.45.57	 K-5 Report Cards (standards-based) for all students completed
	6-8 Report Cards (regular) for all students completed
	• There is a reduction of 80 minutes of instructional time for the minimum days for the purpose
	of preparing reports.
January 22, 2020	 6-8 Report Card grades to be electronically submitted
January 23, 2020	K-5 Report Cards sent home with students
March 31 – April 1, 2020	Elementary and Middle School Minimum Days:
100 miles - 100 miles - 100 miles	K-5 Progress Reports for "At-Risk" students only completed
	6-8 Report Cards (regular) for all students completed
	 There is a reduction of 80 minutes of instructional time for the minimum days for the purpose of preparing reports.
April 2, 2020	6-8 Report Card grades to be electronically submitted
April 3, 2020	 K-5 Progress Reports for "At-Risk" students only sent home with students
June 5, 8, 9, 2020	Elementary and Middle School Minimum Days:
34110 37 37 2323	K-5 Report Cards (standards-based) for all students completed
	6-8 Report Cards (regular) for all students** completed
	There is a reduction of 80 minutes of instructional time for the minimum days for the purpose
	of preparing reports.
June 8, 2020	6-8 Report Card grades to be electronically submitted
June 9, 2020	K-5 Report Cards sent home with students
ACCURACY OF THE PARTY OF THE PA	The state of the production of the production of the state of the stat

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

Middle School Academic Progress Reports

September 24, 2019 December 5, 2019 February 28, 2020 May 11, 2020

- Quarter 1 Progress Reports to be electronically submitted by office staff
- Quarter 2 Progress Reports to be electronically submitted by office staff
- Quarter 3 Progress Reports to be electronically submitted by office staff
- Quarter 4 Progress Reports to be electronically submitted by office staff

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

12.06

Date: June 10, 2019

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Subject:	Start and End Times for School Year 2019-2020 The Start and End Times for the 2019-2020 School Year are submitted.
Staff Analysis:	The Academic Services Department, Child Nutrition Services Department and Transportation Department collaborated with School Administrators in order to prepare the 2019-2020 Bell Schedules. Start and end times were completed based on instructional time requirements, transportation availability, food services scheduling, student safety concerns, special education programming and requirements, and bargaining unit contract guidelines.
Recommendation:	Staff recommends approval of the attached Start and End Times for the 2019-2020 school year as submitted.
Submitted by: Bar	bara Campbel Title: Director, Academic Services
Approved by: Rer	e Sanchez Title: Assistant Superintendent, Instructional Services
Approved by: Rer	tees: Meeting: June 27, 2019
	tees: Meeting: June 27, 2019 Regular Board Meeting
To the Board of Trus Recommend Approx \(\subseteq \cdot \	tees: Meeting: June 27, 2019 Regular Board Meeting
To the Board of Trus Recommend Approx \(\sum_{\chappen} \chappen \chappe	tees: Meeting: June 27, 2019 Regular Board Meeting Dr. Hilaria Bauer, Ph.D., Superintendent

			2019 -	2019 - 2020 Bell Schedules	Schedules					20
	A.M.Start	AM Kinder M-F	PM Kinder M-F	M-T-W-F Dismissal Grades 1-3 Regular Day	M-T-W-F Dismissal Grades 4-8 Regular Day	Thursday Only Dismissal Grades 1-3 Early Release	Thursday Only Dismissal Grades 4-8 Early Release	Minimum Days Dismissal Grades 1-3 Minimum	Minimum Days Dismissal Grades 4-8 Minimum	
**Adelante	8:30	8:30-11:50	11:55-3:15	2:35	2:55	1:20	1:40	1:15	1:35	**Adelante
Adelante II	8:40	8:40-1:50 Extended Day	tended Day	2:45	3:05	1:30	1:50	1:25	1:45	Adelante II
**Aptitud	8:20	8:20-11:40	11:50-3:10	2:25	2:45	1:10	1:30	1:05	1:25	**Aptitud
Arbuckle	8:15	8:15-1:25 Extended Day	tended Day	2:20	2:40	1:05	1:25	1:00	1:20	Arbuckle
Cassell	8:30	8:30-11:50	10:00-2:00	2:35	2:55	1:20	1:40	1:15	1:35	Cassell
Chavez	8:25	8:25-11:45	9:50-1:50	2:30	2:50	1:15	1:35	1:10	1:30	Chavez
Cureton	8:25	8:25-11:45	9:50-1:50	2:30	2:50	1:15	1:35	1:10	1:30	Cureton
Dorsa	8:15	8:15-11:35 11:50 - 3:10	11:50 - 3:10	2:20	2:40	1:05	1:25	1:00	1:20	Dorsa
**Hubbard	8:15	8:15-11:35 11:55-3:15	11:55-3:15	2:20	2:40	1:05	1:25	1:00	1:20	**Hubbard
Linda Vista	8:20	8:20-1:30 Ex	0-1:30 Extended Day	2:25	2:45	1:10	1:30	1:05	1:25	Linda Vista
LUCHA	8:00	8:00-1:10 Extended Day	tended Day	2:05	2:25	12:50	1:10	12:45	1:05	LUCHA
Lyndale	8:20	8:15-11:35	9:30-1:30	2:25	2:45	1:10	1:30	1:05	1:25	Lyndale
McCollam	8:00	8:00-11:20	9:20-1:20	2:05	2:25	12:50	1:10	12:45	1:05	McCollam
Meyer	8:00	8:00-11:20	9:20-12:40	2:05	2:25	12:50	1:10	12:45	1:05	Meyer
Painter	8:20	8:20-11:40	10:00-2:00	2:20	2:40	1:05	1:25	1:00	1:20	Painter
Russo/McEntee	8:30	8:30-11:50	9:40 -1:20	2:35	2:55	1:20	1:40	1:15	1:35	Russo/McE
Ryan	8:15	8:15-11:35	9:45-1:45	2:20	2:40	1:05	1:25	1:00	1:20	Ryan
San Antonio	8:15	8:15-11:35	12:00-3:20	2:20	2:40	1:05	1:25	1:00	1:20	San Antoni
Fischer	8:30	1			2:45		1:35		1:30	
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Ocala	8:30	1	The second		2:45		1:35		1:30	
Ren @ Fischer	9:02				3:20		2:05		2:00	
Ren @ Mathson	9:02				3:20		2:05		2:00	
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8:20-1:30 Extended Day 8:00-1:10 Extended Day

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PM TK M-F

AM TK

A.M.Start

2019 - 2020 TK Schedules

9:00-12:20

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Pending Board Approval

Academic Services: 06-13-19

^{*}Lyndale Kindergarten classes begin at 8:15

^{**} K-8 Schools

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

12.07

Office of Superintendent of Schools

Subject: _ (Out of State Travel		
CSEA Annua Las Vegas, N July 28 – Aug			
Summary:			
chapter they behalf of the	are representing. They eir chapter. Delegates will	will spend the week I gather from all acro	ally elected or appointed by members of the gathering information and casting votes on ess California to vote on resolutions, adopt a and set the course for the year ahead. No
Recommend	ation:		
Staff recomi Grimaldo.	mends approval of out-o	of-state travel for N	1elody Todd, LeAnne Depew & Magdalena
Submitted k	oy: Jess Serna	Title:	Interim Assistant Superintendent, Human Resources
To the Bo	ard of Trustees:	Meeting:	June 27, 2019 Regular Board Meeting
To the Bo	ard of Trustees:	Meeting:	Regular Board Meeting
To the Bo	ard of Trustees:	Meeting:	
To the Bo	ard of Trustees: Recommend Approval Agenda Placement	Meeting:	Regular Board Meeting Hilaria Bauer, Ph.D., Superintendent
To the Bo	ard of Trustees: Recommend Approval Agenda Placement DISPO	DSITION BY BOARD O	Regular Board Meeting Hilaria Bauer, Ph.D., Superintendent

TRAVEL APPROVAL FORM Attach Supporting Document

 Program Manager / Principal Sign. Title of Conference / Meeting! 	(SEN H	Dept. / School	ence
/ - //	gas 1	City Condo	aria
4. Purpose: Andal E	hond.	City/State_	
5. Date (s) of Conference / Meeting	os: 11-28-28	119- 8-4-20	119
District Office Supervisor Appro-	97	Dai	
	8-2019	2 7	ur: AM PM 🗆
8. Return Date / Time: 8-	4-2019		ur: AM PM
9. Human Resources:	100.	no	ur. AM LI PM
Names(s) of Employees Attending	Sub? Bilingual		Code Sub To:
Mach	Yes No. Yes No.) Oub rioquest:. (Name)	Code Sub 10.
Herory Toda	I X		
Leynne Depen	X		
Madaguena OKI	nales X		
, , ,			
<i>y</i> .,			
Substitute:	☐ Unavailable ☐ No	Sub Needed	
DAGE DAGE		Sub Needed	
Human Resources Dept. Approve	al: Yes No	Asst. Superintendent of Human	
Human Resources Dept. Approve 10. SECTION BELOW MUST BE Cost Description	al: Yes No COMPLETED Total Estimated Co	Asst. Superintendent of Human	
Human Resources Dept. Approve 10. SECTION BELOW MUST BE Cost Description Transportation	al: Yes No	Asst. Superintendent of Human	
Human Resources Dept. Approve 10. SECTION BELOW MUST BE Cost Description	al: Yes No COMPLETED Total Estimated Co	Asst. Superintendent of Human	
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Human Resources Dept. Approve 10. SECTION BELOW MUST BE Cost Description Transportation Registration	al: Yes No COMPLETED Total Estimated Co	Asst. Superintendent of Human	
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Human Resources Dept. Approve 10. SECTION BELOW MUST BE Cost Description Transportation Registration Lodging Meals Shuttle / Parking	al: Yes No COMPLETED Total Estimated Co	Asst. Superintendent of Human	
Human Resources Dept. Approve 10. SECTION BELOW MUST BE Cost Description Transportation Registration Lodging Meals Shuttle / Parking Other	al:	Asst. Superintendent of Human	Resources Date

PUR-105 Wh: Human Resources Gr: Purchasing

is entered.

This form must be completed and submitted at least 60 days prior to the proposed trip.

Ye: Originator (Completed)

Authorization - (yellow) - All approvals must be obtained BEFORE travel arrangements are made and requisition

Pi: Business Office

Go: Originator

Rev. 08/18

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

12.08

Office of Superintendent of Schools

To the Bo	ard of Trustees:		
Subject:	Out of State Travel		
National S	Spanish Spelling Bee		
Denver, C			
July 11 –1	4, 2019		
Summary			
event will	nal Spanish Spelling E give Adelante studer stimated cost \$3733.	nts an opportunity to rep	tudents in grades $4^{th} - 8^{th}$. Participation in this present Alum Rock in the National Spelling Bee
Recomme	endation:		
Staff reco	mmends approval of	out-of-state travel for Ma	Elena Villegas and Patricia Sarkes.
			Interim Assistant Superintendent,
Submitte	d by: Jess Serna	Title:	Human Resources
To the	Board of Trustees:	Meeting:	June 27, 2019
TO the	Recommend Appro		Regular Board Meeting
	12.08	Wal	Meanin
	Agenda Placemer	nt	Hilaria Bauer, Ph.D., Superintendent
		DISPOSITION BY BOAR	O OF TRUSTEES
Motion	n by:	Seco	onded by:
Approv	/ed:	Not Approved:	Tabled:



is entered.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

ACHDEMIC SERVICE

TRAVEL APPROVAL FORM Attach Supporting Document

Date of Request: 6-5-19		1	☐ Conference/Workshop	☐ Field Trip Sout of State
Program Manager / Principal Signa	ature: Nu	ria B	Youvo Dept. / Scho	ool Site: Adelante
2. Title of Conference / Meeting:	ational	Spani	sh Spelling Be	e
3. Location: Denver Co			City/State	
4. Purpose: Compete at	the	Nation	nal Spelling	Bee
5. Date (s) of Conference / Meetings:	July	11-14-	2019	
6. District Office Supervisor Approval	01	wie K	- 1K5 1	Date 6-14-19
7. Departure Date / Time:				Hour: AM 🗆 PM 🗖
8. Return Date / Time:				Hour: AM 🗆 PM 🗆
9. Human Resources:				
Names(s) of Employees Attending	Sub? Yes No	Bilingual Yes No	Sub Request?: (Name)	Code Sub To:
Ma. Elena Villegas	. ~	1		
Dataina Sarlas	~			
			7	
Substitute: Available Remarks: Human Resources Dept. Approval:	Unavailable □ Yes	e		nan Resources Date
	COMPLET	ren.	Asst. Superintendent of Hum	ian Resources Date
10. SECTION BELOW MUST BE (Cost Description		stimated Cos	ats	
Transportation	1	410.0		
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Lodging	1	\$23 0	7	
Meals		0-5,0		
Shuttle / Parking				
Other				
Total	\$ -	3733.i	5	
Attach Conference/Workshop/M				e(s)
11. Account Code: 06 - 280 -				
Approved by:				
Purchasing			Superintendent Approval	for All Out of State Travel
1. This form must be completed ar	nd submitte	ed at least 60	days prior to the proposed	I trip.

Authorization - (yellow) - All approvals must be obtained BEFORE travel arrangements are made and requisition

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

12.09

Office of Superintendent of Schools

To the Boa	rd of Trustees:		
Subject:	Revised Out of State T	ravel	
	w Tech Annual Confere	nce	
	ando, FL y 15-19, 2019		
Summary:			
con		share best practices,	pals, teachers and staff an opportunity to and network with like-minded professionals 1,350.
Recommer	ndation:		
			ravel JoAnn Sanchez, Jesse Springer, Linda mber Johnstone and Kevin Fuller.
Submitted	l by: Jess Serna	Title:	Interim Assistant Superintendent, Human Resources
To the B	Board of Trustees:	Meeting:	June 27, 2019
	2.04		Regular Board Meeting
	Agenda Placement		Hilaria Bauer, Ph.D., Superintendent
	D	SPOSITION BY BOARD	OF TRUSTEES
Motion	by:	Secon	nded by:
Approve	ed:	Not Approved:	Tabled:

REUSED			ROVAL FORM ting Document	77	the contract of
Pate of Request: 3/10/19			Conformac (Markaha	- I	i
. Program Manager / Principal Sig	anature:	0	Conference/Worksho		Sheppard
. Title of Conference / Meeting:		ONEW	Jech annual	Con Co	Conce Co
~ / / ~	inda	ON CO			Clavite
Pypose: 3 Implement		dinine?	phase 2 for 6 gra		6 40
Date (s) of Conference / Meeting	-/-	- 7P19	(2019)	40 10	
District Office Supervisor Approv		The	Santo	Date_	
	0.19	1	10		M PM D
Return Date / Time:7/[8]	/			Hour: A	
Human Resources:				_ riout. /	
Names(s) of Employees Attending	Sub? Yes No	Bilingual Yes No	Sub Request?: (Name)		Code Sub To:
ToAnn Sundez	105 110	103 110			
Jesse Smirger	v				
Linds Templeton	V				
Indie Montegno	V				
Tasmine Woods	-				
amine Woods amper Johnstone Cevin Falle Available	Unavoilable	D No S	Sub Mondad	in all a m	
Cellin Fuller	Unavailable	P □ No S	Sub Needed Sub Fi		
Remarks: Human Resources Dept. Approva	l: 🗆 Yes	□ No	Sub Needed		ources Date
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Remarks: Human Resources Dept. Approva D. SECTION BELOW MUST BE Cost Description Transportation Registration Lodging	SCOMPLET Total Es	ED stimated Cos	Asst. Superintendent of Huts	uman Reso	ources Date
Substitute: A La Available Remarks: Human Resources Dept. Approva D. SECTION BELOW MUST BE Cost Description Transportation Registration Lodging Meals	SCOMPLET Total Es	ED stimated Cos	Asst. Superintendent of Huts	uman Reso	ources Date
Substitute: A La Available Remarks: Human Resources Dept. Approva D. SECTION BELOW MUST BE Cost Description Transportation Registration Lodging Meals Shuttle / Parking	SCOMPLET Total Es	ED stimated Cos	Asst. Superintendent of Huts	uman Reso	ources Date

This form must be completed and submitted at least 60 days prior to the proposed trip.

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 Jose, CA 95127

Office of Superintendent of Schools

12.10

rtees: Date. Julie 21, 2019
City Year San Jose/Silicon Valley Contract Reduction
A three (3) year contract with City Year San Jose at a cost of \$450,000 per year was approved by the Alum Rock School Board on July 12, 2018. City Year is making an amendment to reduce the rate to \$382,500 for the final two (2) years (2019-2021) of the contract.
Staff recommends approval of the contract amendment with City Year San Jose/Silicon Valley to reduce the contract rate to \$382,500.00 for the final two (2) years of the contract.
Title: <u>Director of State and Federal Programs</u> Sanchez Sanchez Assistant Superintendent, Instructional Services
stees: Meeting: June 27, 2019
pproval
Hilaria Baver, Ph.D., Superintendent
DISPOSITION BY BOARD OF TRUSTEES
Seconded by:
Not Approved: Tabled:



FIRST AMENDMENT TO THE DISTRICT SERVICE AGREEMENT BY AND BETWEEN ALUM ROCK SCHOOL DISTRICT (LCAP) AND CITY YEAR, INC. July 2018-June 2021

This First Amendment to the District Service Agreement (this "First Amendment"), is entered into as of June __, 2019, between City Year, Inc., a not for profit corporation located at 287 Columbus Avenue, Boston, MA 02116 ("City Year") and Alum Rock School District (LCAP) ("the District").

WHEREAS, City Year and the District have entered into the District Service Agreement, dated June 2018 (the "Agreement"), pursuant to which City Year has agreed to provide certain services to the District; and

WHEREAS, the parties wish to modify the deployment plan set forth in the Agreement by reducing the aggregate amount payable to City Year under the Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained in this First Amendment and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as set forth herein.

- Whenever used in the Agreement or in this First Amendment, the term "Agreement" shall, from and after
 the date hereof, mean the Agreement, as amended through the date hereof including by this First
 Amendment. Unless otherwise defined in this First Amendment, including in the recitals hereof, or unless
 the context otherwise requires, defined terms used herein without definition shall have
 the meanings ascribed to them defined in the Agreement.
- 2. Section 3 Payment Obligations of the Agreement shall be deleted in its entirety and amended and restated as follows:
 - 3. **Payment Obligations**. In exchange for the services to be rendered by City Year under this Agreement, the District agrees to compensate City Year in the aggregate amount of \$450,000 (2018-2019), \$450,000382,500 (2019-2020) and \$382,500 (2020-2021), allocated as outlined in the Deployment Plan table below:
 - a. The cost of City Year's services are as follows for 2018-2019. For 2018-2021, City Year shall deploy 100-120 City Year AmeriCorps members to 12- 15 schools. School deployment and team size shall be determined based on school enrollment to ensure fidelity to the WSWC model. All schools shall be mutually agreed to by City Year and the District. By the 2018-2019 school year, City Year AmeriCorps members shall be deployed to schools that complete a feeder pattern, as defined by City Year. The deployment outlined in this Agreement is subject to change and contingent on the availability of adequate AmeriCorps funding.

b. The cost of City Year services are as follows for 2018-2019:

School	Local Control & Accountability Plan (LCAP)	Other District Funding	AmeriCorps	Private Sector Funds
Aptitud Community Academy	\$37,500	\$162,653	\$125,000	\$274,847
Arbuckle Elementary School	\$37,500	\$122,850	\$112,500	\$207,150
Cassell Elementary School	\$37,500	\$122,850	\$112,500	\$207,150
Chavez Elementary School	\$37,500	\$122,850	\$112,500	\$207,150
Cureton Elementary School	\$37,500	\$122,850	\$112,500	\$207,150
Dorsa Elementary School	\$37,500	\$122,850	\$112,500	\$207,150
Fischer Middle School	\$37,500	\$91,800	\$112,500	\$238,200
Mathson Middle School	\$37,500	\$118,031	\$112,500	\$211,970
Meyer Elementary School	\$37,500	\$126,126	\$112,500	\$203,874
Ocala Middle School	\$37,500	\$101,036	\$112,500	\$228,964
Ryan Elementary School	\$37,500	\$136,424	\$112,500	\$193,576
San Antonio Elementary Schoo	1837,500	\$123,260	\$112,500	\$206,740

c. The cost of City Year services are as follows for 2019-2020:

School	Local Control & Accountability Plan (LCAP)	Other District Funding	AmeriCorps	Private Sector Funds
Aptitud Community Academy	\$3 <u>1,875</u> 7,500	\$162,653	\$125,000	\$274,847
Arbuckle Elementary School	\$31,875\$37,500	\$122,850	\$112,500	\$207,150
Cassell Elementary School	\$31,875\$37,500	\$122,850	\$112,500	\$207,150
Chavez Elementary School	\$31,875\\$37,500	\$122,850	\$112,500	\$207,150
Cureton Elementary School	\$31,875\$37,500	\$122,850	\$112,500	\$207,150
Dorsa Elementary School	\$31,875\\$37,500	\$122,850	\$112,500	\$207,150
Fischer Middle School	\$31,875\\$37,500	\$91,800	\$112,500	\$238,200
Mathson Middle School	\$31,875\$37,500	\$118,031	\$112,500	\$211,970
Meyer Elementary School	\$31,875\$37,500	\$126,126	\$112,500	\$203,874
Ocala Middle School	\$31,875\\$37,500	\$101,036	\$112,500	\$228,964
Ryan Elementary School	\$31,875\$37,500	\$136,424	\$112,500	\$193,576
San Antonio Elementary School	\$31,875\\$37,500	\$123,260	\$112,500	\$206,740

d. The cost of the City Year program is as follows for 2020-2021:

School	Local Control & Accountability Plan (LCAP)	Other District Funding	AmeriCorps	Private Sector Funds
Aptitud Community Academy	\$31,875	\$162,653	\$125,000	\$274,847
Arbuckle Elementary School	\$31,875	\$122,850	\$112,500	\$207,150
Cassell Elementary School	\$31,875	\$122,850	\$112,500	\$207,150
Chavez Elementary School	\$31,875	\$122,850	\$112,500	\$207,150
Cureton Elementary School	\$31,875	\$122,850	\$112,500	\$207,150
Dorsa Elementary School	\$31,875	\$122,850	\$112,500	\$207,150
Fischer Middle School	\$31,875	\$91,800	\$112,500	\$238,200
Mathson Middle School	\$31,875	\$118,031	\$112,500	\$211,970
Meyer Elementary School	\$31,875	\$126,126	\$112,500	\$203,874
Ocala Middle School	\$31,875	\$101,036	\$112,500	\$228,964
Ryan Elementary School	\$31,875	\$136,424	\$112,500	\$193,576

San Antonio Elementary School	\$31,875	\$123,260	\$112,500	\$206,740
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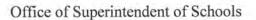
- 3. Section 4 of the Agreement shall be deleted in its entirety and amended and restated as follows:
 - 4. For each school, Alum Rock School District is responsible for providing the funding listed under the column titled, "LCAP," as listed above. City Year San José/Silicon Valley is responsible for procuring the associated AmeriCorps and private sector matching funds, as listed above.

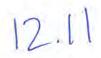
City Year shall invoice the District the following amounts, to be due and payable to City Year on each of the dates listed below:

- a) \$112,500 September 1, 2018
- b) \$112,500 December 1, 2018
- c) \$112,500 March 1, 2019
- d) \$112,500 June 1, 2019
- e) \$112,50095,625 September 1, 2019
- f) \$95,625 112,500 December 1, 2019
- g) \$95,625 112,500 March 1, 2020
- h) \$95,625 112,500 June 1, 2020
- i) \$95,625 September 1, 2020
- j) \$95,625 December 1, 2020
- k) \$95,625 March 1, 2021
- \$95,625 June 1, 2021
- 4. All corporate action on the part of each party and its nominees, officers, directors and shareholders necessary for the authorization, execution and delivery of this First Amendment and the performance of all obligations of the respective parties hereunder has been taken. This First Amendment constitutes a valid and legally binding obligation of the parties, enforceable in accordance with its terms.
- This First Amendment may be executed and delivered in any number of counterparts, each of which shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.
- Except as otherwise expressly amended by this First Amendment, the provisions of the Agreement shall remain unchanged, binding, and in full force and effect.

[Signatures to Follow]

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





To the Board of Trus	stees:	Date:	June 20, 2019
Subject:	School-sponsored Field Tri	p List	
Staff Analysis:	Student field trips are an imp Field trips supplement and er opportunities for students to	nrich classroom-learning	experiences and provide
Recommendation:	Staff recommends approval of	of out-of-state school-spe	onsored field trip.
Submitted by: San	ndra Garcia Title: D	pirector of State and Federal	eral Programs
Approved by: Ren	ne Sanchez (25) Title: A	ssistant Superintendent	of Instructional Services
To the Board of Trus		ng: June 27, 2019 Regular Board	Meeting
Agenda Placement		Hilaria Baner, Ph.D., S	Superintendent
	DISPOSITION BY BO	ARD OF TRUSTEES	
Motion by:		Seconded by:	
Approved:	Not Approved:	Ta	abled:



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

School-Sponsored Field Trip Information Sheet

Overnight Field Trips are in BOLD

Field Trips for Board Approval: June 27, 2019

School	Field Trip Event	City, and County	Date	Grade	# Of Classes / Students	Budget (Coding)	Purpose: (Academic standard the trip supports)
Adelante Academy	National Spelling Bee	Denver/ Colorado	07/11/2019-	5 & 6	3 students	LCAP/ Donations	Students will compete in a spelling bee competition.