

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 & Magdalena 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).

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

6.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

To the Board of Trustees:

Meeting: June 27, 2019
Regular Board Meeting

Public Hearing

6.01
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

6.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: June 21, 2019

Subject: **Public Hearing:**
Proposed 2019-2020 Budget Adoption Continued
From the June 13, 2019 Regular Board Meeting

Staff Analysis: The Public Hearing is scheduled at 5:30 p.m., or soon thereafter, to solicit the recommendations and comments of members of the public regarding the Proposed Budget for Adoption for 2019-20 school year. The Proposed Budget is available for inspection at the District Office Lobby Area (Receptionist), Business Services Department, 2930 Gay Avenue, San Jose, CA 95127.

PUBLIC HEARING

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

To the Board of Trustees:

Meeting: June 27, 2019
Regular Board Meeting

PUBLIC HEARING

6.02

Agenda Placement

Hilaria Bauer, Ph.D. Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

Office of Superintendent of Schools

7.01

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Date: June 20, 2019

Subject: Think Together “TK/Kinder Academy”

Staff Analysis: Think Together will provide TK/Kinder Academy programs at designated schools to offer extended activities at **Meyer, Ryan, Lyndale, Adelante, Linda Vista & McCollam** Elementary Schools in the Alum Rock School District. The programs shall offer activities that complement and reinforce classroom instruction offering foundational skill-building in English Language Arts and Mathematics.

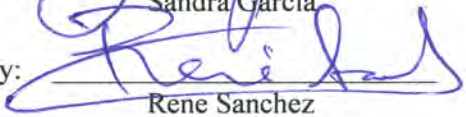
Recommendation: Staff recommends the Board approve the contract with Think Together for before and after school services for school year of the 2019-2020. Cost of “TK/Kinder Academy” Contract is \$508,558.00.

Submitted by:


Sandra Garcia

Title: Director, State & Federal Programs

Approved by:


Rene Sanchez

Title: Assistant Superintendent, Instructional Services

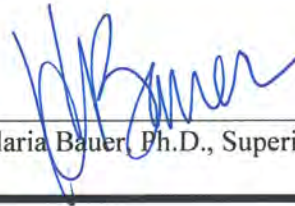
To the Board of Trustees:

Meeting: June 27, 2019

Recommended Approval

7.01

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
FROM: State & Federal Dept (School/Dept.) VENDOR NO. _____
PROGRAM MANAGER: Sandra Garcia

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

Name of Individual/Company: Think Together
Address: 550 Valley Way City: Milpitas State: CA Zip: 95035
Phone: (408) 946-2727 Email Address: _____
SSN: _____ or Fed I.D. #: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2019 end date June 30, 2020
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

Think Together will provide 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 & Math.

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

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

☒ b. **Other:** \$ 508,558.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	360	5050-0	5815	508,558.00		

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue

San José, CA 95127

7.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Date: June 20, 2019

Subject: YMCA of Silicon Valley “TK/Kinder Academy”

Staff Analysis: YMCA will offer TK/Kinder Academy programs at eight (8) Alum Rock Elementary Schools from the start of the school day through 6:00pm to provide extended learning opportunities for TK and Kindergarten students at **Aptitud, Cassell, Chavez, Cureton, Dorsa, LUCHA, Arbuckle/Adelante II, San Antonio**. The programs shall offer activities that complement and reinforce classroom instruction offering foundational skill-building in English Language Arts and Mathematics.

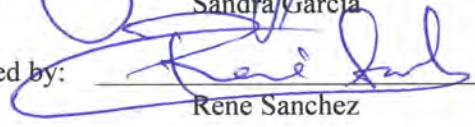
Recommendation: Staff recommends the Board approve the contract with YMCA for before and after school services for 2019-2020 School Year. Cost of “TK/Kinder Academy” Contract is \$590,462.00.

Submitted by:


Sandra Garcia

Title: Director, State & Federal Programs

Approved by:


Rene Sanchez

Title: Assistant Superintendent, Instructional Services

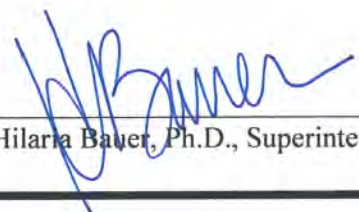
To the Board of Trustees:

Meeting: June 27, 2019

Recommended Approval

7.02

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
 FROM: State & Federal Department (School/Dept.) VENDOR NO. 13882
 PROGRAM MANAGER: Sandra Garcia

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

Name of Individual/Company: YMCA of Silicon Valley
 Address: 80 Saratoga Avenue City: Santa Clara State: CA Zip: 95051
 Phone: (408) 713-6533 Email Address: _____
 SSN: _____ or Fed I.D. #: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2019 end date June 30, 2020
 3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

YMCA will offer TK/Kinder Academy programs at eight (8) Elementary School Sites from the start of the school day through 6pm to provide extended learning opportunities for TK/K students at Aptitud, Cassell, Chavez, Cureton, Dorsa, LUCHA, Arbuckle/Adelante II & San Antonio. The programs offer English Language Arts & Mathematics.

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

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

☒ b. **Other:** \$ _____ (describe rate agreement) Elementary Schools: Aptitud, Cassell, Chavez, Cureton, Dorsa, LUCHA, Arbuckle/ Adelante II & San Antonio.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	360	50500	5815	590,462.00	TK/K	

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

7.03

To the Board of Trustees:

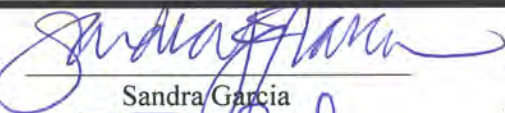
Date: June 20, 2019

Subject: Think Together “TK/Kinder Academy”

Staff Analysis: Think Together will provide TK/Kinder Academy programs at designated schools to offer extended activities at **Painter, Russo/McEntee & Hubbard** Elementary Schools at Alum Rock School District. The programs shall offer activities that complement and reinforce classroom instruction offering foundational skill-building in English Language Arts and Mathematics.

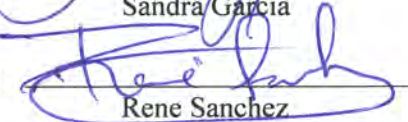
Recommendation: Staff recommends the Board approve the contract with Think Together for before and after school services for school year of the 2019-2020. Cost of “TK/Kinder Academy” Contract is \$200,000.00 paid by “SJ Learns”

Submitted by:


Sandra Garcia

Title: Director, State & Federal Programs

Approved by:


Rene Sanchez

Title: Assistant Superintendent, Instructional Services

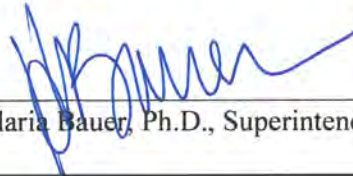
To the Board of Trustees:

Meeting: June 27, 2019

Recommended Approval

7.03

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASING
JUN 20 2019 PM 12:41

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO.

FROM: State & Federal Programs (School/Dept.)

VENDOR NO.

PROGRAM MANAGER: Sandra Garcia

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

Name of Individual/Company: Think Together

Address: 550 Valley Way City: Milpitas State: CA Zip: 95035

Phone: (408) 946-2727 Email Address:

SSN: or Fed I.D. #:

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2019 end date June 30, 2020

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

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

Think Together will provide TK/Kinder Academy programs at designated schools to offer extended activities at Painter, Russo/McEntee & Hubbard Elementary Schools at ARUSD. The programs shall offer activities that complement and reinforce classroom instruction offering foundational skill-building in English Language Arts and Mathematics.

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

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

X b. **Other:** \$ 200,000.00 (describe rate agreement) Paid by "SJ Learns"

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
06	305	2109-0-	5815	200,000.00	SJLEARNS	

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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

Office of Superintendent of Schools

8.01

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

June 16, 2019

**SUBJECT: BOARD BYLAW 9006, SECOND READING
BOARD OF TRUSTEES' CODE OF CONDUCT**

DISCUSSION/ACTION

Submitted by: Hilaria Bauer Title: Superintendent

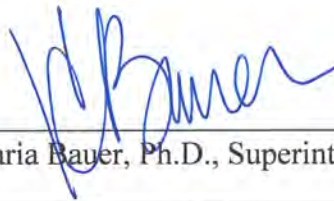
To the Board of Trustees:

Meeting: June 27, 2019
Regular Board Meeting

Discussion/Action

8.01

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union 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.

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

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Adopted: June 13, 2019, San Jose, California

Revised: June 27, 2019

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

8.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **BOARD BYLAW 9250, FIRST READING**
REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

DISCUSSION/ACTION

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting:

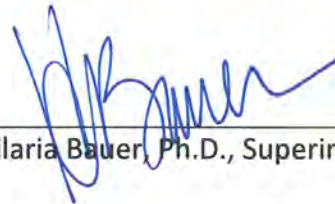
June 27, 2019

Regular Board Meeting

Discussion/Action

8.02

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ 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

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

8.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **EXHIBIT 9250, FIRST READING**
REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

Staff Analysis: The following template has been created for use by a board member who requests the resolution be agendized for adoption at a public meeting in order for a member to be compensated for Board meetings he/she has missed.

DISCUSSION/ACTION

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting:

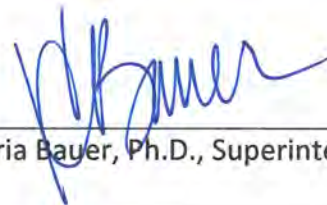
June 27, 2019

Regular Board Meeting

Discussion/Action

8.03

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union ESD

Exhibit

Remuneration, Reimbursement And Other Benefits

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

WHEREAS, pursuant to a request by **(name of Board member)**, the Board finds that **(name of Board member)** did not attend at least 50% percent of the total meeting time (closed and open sessions combined) on **(dates)** for the following reason(s): (check applicable reasons)

- ☐ Performance of other designated duties for the district during the time of the meeting
- ☐ Illness or jury duty
- ☐ Hardship deemed acceptable by the Board

NOW THEREFORE BE IT RESOLVED that the Board of the Alum Rock Union Elementary School District approves full compensation of the Board member for the month of _____, 20__.

PASSED AND ADOPTED THIS _____ day of _____, 20__, at a regular meeting, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

Ayes _____ Noes _____ Absent _____ Abstain _____

Board of Trustees:

Linda Chavez, President

Ernesto Bejarano, Vice President

Dolores Marquez-Frausto, Clerk

Andrés Quintero, Member

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 _____, 20__.

Hilaria Bauer, Ph.D., Superintendent

Date

Exhibit ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
adopted: June 27, 2019 San Jose, California

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

Office of Superintendent of Schools

8.04

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **State Audit Report Follow-Up Regarding Board Member Attendance and Stipends**

DISCUSSION/ACTION

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting:

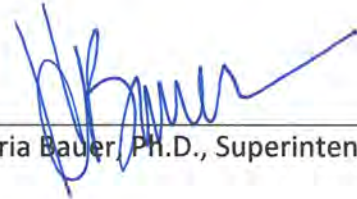
June 27, 2019

Regular Board Meeting

Discussion/Action

8.04

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



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.

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:

1. 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 agendaized 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.
4. Board Bylaw 9250 should be updated to include recent updates recommended by CSBA and also to incorporate the above requirements.

#

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

8.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: 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.

DISCUSSION/ACTION

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting:

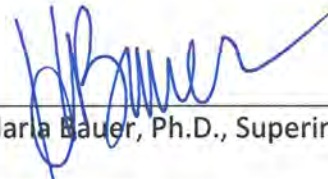
June 27, 2019

Regular Board Meeting

Discussion/Action

8.05

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

8.06

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **APPROVE DRAFT FORM RESPONSE LETTER TO THE STATE AUDITOR**

DISCUSSION/ACTION

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting:

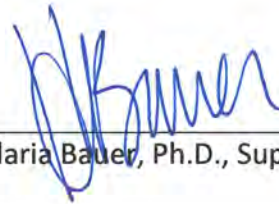
June 27, 2019

Regular Board Meeting

Discussion/Action

8.06

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded 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	Status
<p>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.)</p>	<ol style="list-style-type: none"> 1. 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. 3. The District is in the process of reviewing and updating its policies to include the required biennial training.
<p>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.)</p>	<p>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.</p>

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

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

8.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

June 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 and all services will be discontinued after September 16, 2019.

DISCUSSION/ACTION

Submitted by: Hilaria Bauer

Title: Superintendent

To the Board of Trustees:

Meeting: June 27, 2019
Regular Board Meeting

Discussion/Action

8.07

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____

Seconded by: _____

Approved: _____

Not Approved: _____

Tabled: _____



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

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



PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100797	INV-45459-R9P7R9	05/13/2019		\$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

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

Office of Superintendent of Schools

8.08

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

June 16, 2019

SUBJECT: CSBA EDUCATIONAL LEGAL ALLIANCE MEMBERSHIP DUES
Period from July 1, 2019 through June 30, 2020, \$3,431.00

Dues not processed before September 15, 2019 will incur a 10% late fee and all services will be discontinued after September 16, 2019.

DISCUSSION/ACTION

Submitted by: Hilaria Bauer Title: Superintendent

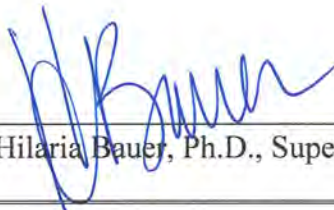
To the Board of Trustees:

Meeting: June 27, 2019
Regular Board Meeting

Discussion/Action

8.08

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

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



PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100797	INV-45459-R9P7R9	05/13/2019		\$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

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

Office of Superintendent of Schools

8.09

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

June 16, 2019

SUBJECT: 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.

DISCUSSION/ACTION

Submitted by: Hilaria Bauer Title: Superintendent

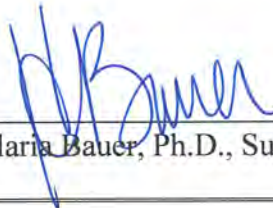
To the Board of Trustees:

Meeting: June 27, 2019
Regular Board Meeting

Discussion/Action

8.09

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



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

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	Invoice Date	Terms	Balance Due
100797	INV-47547-P7X1L3	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

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

Office of Superintendent of Schools

8.10

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

June 16, 2019

SUBJECT: CSBA GAMUT ONLINE SERVICE
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.

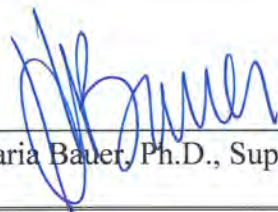
DISCUSSION/ACTION

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: June 27, 2019
Regular Board Meeting

Discussion/Action

8.10
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



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

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

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

9.01

To the Board of Trustees:

Date: June 10, 2019

Subject: Review and Approve the Annual Update for the Local Control Accountability Plan (LCAP) 2017-2020

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 review in the Superintendent's office on June 24th.

Recommendation: Staff recommends approval of the Annual Update for the Local Control Accountability Plan (LCAP) 2017-2020.

Submitted by: Sandra Garcia

Title: Director of State and Federal Programs

Approved by: Rene Sanchez

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: June 27, 2019
Regular Board Meeting

Recommend Approval

9.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

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 county 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 24th.

Recommendation: Informational Item

Submitted by: Sandra Garcia 

Title: Director of State and Federal Programs

Approved by: Rene Sanchez 

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: June 27, 2019
Special Board Meeting

Information Only

9.02

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

9.03

To the Board of Trustees:

Date: June 10, 2019

Subject: Review and Approve the LCAP Federal 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 Garcia

Title: Director of State and Federal Programs

Approved by: Rene Sanchez

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: June 27, 2019
Regular Board Meeting

Recommend Approval

9.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

Office of Superintendent of Schools

9.04

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

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: **Information Only (Information available in Board Library.)**

Submitted by: Barbara Campbell *BC* Title: Director, Academic Services

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

To the Board of Trustees:

Meeting: June 27, 2019
Regular Board Meeting

Information Only

9.04
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

Office of Superintendent of Schools

9.05

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 Garcia 

Title: Director of State and Federal Programs

Approved by: Rene Sanchez 

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: June 27, 2019
Regular Board Meeting

Recommend Approval

9.05
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

Office of Superintendent of Schools

10.01

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools:


Date: June 20, 2019

Subject: 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.

Recommendation: Staff recommends adoption of the District's proposed 2019 – 2020 Budget.

Prepared by: Kolvira Chheng  Title: Assistant Superintendent Business Services

To the Board of Trustees:
Recommend Approval

Meeting: June 27, 2019
Regular Board Meeting

10.01

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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.

****Grant Lease will be available under separate cover.****

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.

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

To the Board of Trustees:

Meeting: June 27, 2019
Regular Board Meeting

Recommend Approval

10.02

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Office of Superintendent of Schools

10.03

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:


Date: May 29, 2019

Subject: **Kidango's Proposal to Replace Playground Structures at Linda Vista Elementary School and Ryan STEAM Academy**

Staff Analysis: Kidango, Inc., a California non-profit corporation, currently operates child development centers at various sites of the Alum Rock Union Elementary School District. Kidango has offered to replace the existing playground structures at both Linda Vista Elementary School and Ryan STEAM Academy. The estimated costs of the projects are \$66,683.33 for Linda Vista Elementary School and \$55,378.10 for Ryan STEAM Academy. The District will bear no financial responsibility and any cost overruns related to the projects will be the sole responsibility of Kidango. Once completed, the playground structures will be shared amongst District's students and Kidango's students. In the case that either party terminates its lease of the Linda Vista Elementary School and Ryan STEAM Academy sites, Kidango shall donate the completed playground structures to the District, and the District will accept ownership of the completed projects.

****Proposal will be available under separate cover.****

Recommendation: Staff recommends that the Board of Trustees approve and accept Kidango's offer to replace the playground structures located on the Linda Vista Elementary School and Ryan STEAM Academy sites.

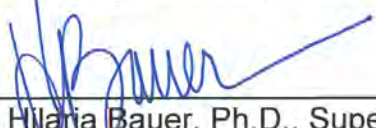
Approved by: Kolvira Chheng  Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: June 27, 2019
Regular Board Meeting

Recommend Approval

10.3
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

10.04

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.

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

To the Board of Trustees:

Meeting: June 27, 2019
Regular Board Meeting

Recommend Approval

10.04

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

10.05


To the Board of Trustees:

Date: June 17, 2019

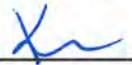
Subject: **Delegation of Authority to Approve Bids and Award Contracts for Facilities Improvements in the Event of any Unforeseen Urgent Need District Wide.**

Staff Analysis: Due to conflicts between bid dates and board agenda deadlines, significant delays may occur. With the flexibility afforded by a Delegation of Authority to the Superintendent, projects may be completed in a timely manner. The projects may include the following trades: electrical, low voltage, plumbing, flooring, and carpentry. This is not an all-inclusive listing of trades. Staff recommends awarding contracts by the Superintendent if it is determined to be in the best interest of the District. All contracts will be placed on future Board agendas for ratification by the Board. This Delegation of Authority shall be valid for the duration of the 2019-2020 school term.

Recommendation: Staff requests the Board delegate authority to the Superintendent to award contracts for Facility Improvements, per Education Code Section 17604.

Prepared by: Maria J. Martinez 

Title: Procurement Manager

Approved by: Kolvira Chheng 

Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: June 27, 2019

Recommended Approval

10.5

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

Office of Superintendent of Schools

10.06

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES


To the Board of Trustees:

Date: June 17, 2019

Subject: **Delegation of Authority to Approve Bids and Award Contracts for BOND Projects Improvements in the Event of any Unforeseen Urgent Need District Wide.**

Staff Analysis: Due to conflicts between bid dates and board agenda deadlines, significant delays may occur. With the flexibility afforded by a Delegation of Authority to the Superintendent, projects may be completed in a timely manner. The projects may include the following trades: electrical, low voltage, plumbing, flooring, and carpentry. This is not an all-inclusive listing of trades. Staff recommends awarding contracts by the Superintendent if it is determined to be in the best interest of the District. All contracts will be placed on future Board agendas for ratification by the Board. This Delegation of Authority shall be valid for the duration of the 2019-2020 school term.

Recommendation: Staff requests the Board delegate authority to the Superintendent to award contracts for BOND Projects, per Education Code Section 17604.

Prepared by: Maria J. Martinez 

Title: Procurement Manager

Approved by: Kolvira Chheng 

Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: June 27, 2019

Recommended Approval

10.06

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

Office of Superintendent of Schools

10.07

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Date: June 17, 2019

Subject: **Resolution 48-18/19**
Delegation of Authority in Regard to Awarding of Emergency Contracts

Pursuant to Public Contract Code Section 22050 (b) (1) 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.

Staff Analysis: The adoption of resolution (48-18/19) will authorize the Superintendent and/or the Assistant Superintendent of Business Services to award an emergency contract for public works as outlined in the attached resolution.

Recommendation: Adoption of Resolution (48-18/19) Delegating Authority to the Superintendent and/or Assistant Superintendent of Business Services to Award Emergency Contracts.

Prepared by: Maria J. Martinez MJM Title: Procurement Manager
Approved by: Kolvira Chheng KC Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: June 27, 2019

Recommended Approval

10.07

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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.

Section 2. 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.

Section 6. 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 _____

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

Office of Superintendent of Schools

11.01

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Information Regarding Resignations

Staff Analysis:

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

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

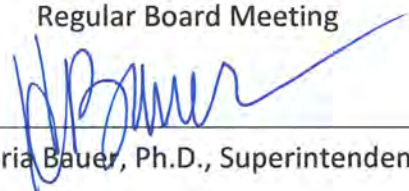
To the Board of Trustees:
Information Only

Meeting:

June 27, 2019
Regular Board Meeting

11.01

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

June 27, 2019

CLASSIFIED RESIGNATIONS:

I. Resignations:

1. Yannone, Adrian Joseph	Maintenance Worker IV-HVAC/M.O.T	07/01/19
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**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES**

June 27, 2019

CERTIFICATED RESIGNATIONS:

I. Resignations:

1. 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

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

Office of Superintendent of Schools

11.62

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Resolution # 49-18/19 Reducing/Laying Off Classified Employee Services**

Staff Analysis:

Given the current state of the District's budget and due to a lack of work and/or a lack of funds, the District is forced to consider the elimination of certain services now being provided by classified employees.

Education Code sections 45101, 45114, 45117, 45298 and 45308 set forth the process and procedure that school districts must follow in order to layoff or reduce classified employees for lack of work and/or lack of funds. This procedure requires a board resolution to reduce/lay off classified positions and provide employees with notice sixty (60) days prior to the effective date of their layoff.

Recommendation:

Staff recommends that the Board of Trustees approve Resolution #49-18/19 as presented.

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

To the Board of Trustees:

Recommend Approval

11.02

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: _____

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

In the Matter of the)	<u>RESOLUTION NO. 49-18/19</u>
Reduction of)	
Classified School Services)	
)	
_____)	

WHEREAS, Education Code sections 45101, 45114, 45117, 45298 and 45308 authorize the District to layoff or reduce classified employees for lack of work and/or lack of funds upon sixty (60) days prior notice; and

WHEREAS, due to a lack of work and/or a lack of funds, certain services now being provided by classified employees of the District must be reduced for the upcoming school year;

NOW, THEREFORE, BE IT RESOLVED that effective close of business on August 31, 2019, the following position will be eliminated:

<u>CLASSIFICATION</u>	<u>TOTAL NUMBER OF POSITIONS</u>
Coordinator, School Mental Wellness Support Services (8 hours/day)	1 position

BE IT FURTHER RESOLVED that the District Superintendent or designee is authorized and directed to give notice of reduction of services to the affected employee(s) of this District pursuant to District rules and regulations and applicable provisions of the Education Code not later than sixty (60) days prior to the effective date of such reduction or discontinuance as set forth above.

BE IT FURTHER RESOLVED that the District Superintendent or designee is authorized and directed to take any other actions necessary to carry out this resolution.

PASSED AND ADOPTED by the Governing Board of the Alum Rock Union Elementary School District on June 27, 2019 by the following vote:

Ayes_____	Noes_____	Absent_____	Abstain_____
<hr/>			
Linda Chavez, President	_____		
Ernesto Bejarano, Vice President	_____		
Dolores Marquez-Frausto, Clerk	_____		
Andrés Quintero, 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

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

To the Board of Trustees:

Subject : CONTRACTS FOR PROFESSIONAL SERVICES – FIRMS/ORGANIZATIONS

Staff Analysis:

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

Recommendation:

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

Prepared by: Maria Martinez M.M. Title: Procurement Manager

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

To the Board of Trustees:

Meeting: June 27, 2019

Recommend Approval

Regular Board Meeting

12.01

Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

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

PURCHASING

JUN 20 2019 12:20

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

PROGRAM MANAGER: George Kleidon

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

Name of Individual/Company: THINK Together

Address: 2101 E. Fourth St. Suite B-200 City: Santa Ana State: CA Zip: 92705

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

SSN: _____ or Fed I.D. #: 33-0781751

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 8/20/2019 end date 06/09/2020

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

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

Think Together will provide one Program Leader to coordinate and lead structured student activities which promote and support communication, collaboration, and

conflict resolution skills during recess and lunch recess periods,

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

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

X b. **Other:** \$ _____ (describe rate agreement) Not to exceed 13,167.00

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
06	160	1190	5815	13,167.00	Title I	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Academic Services (School/Dept.)VENDOR NO. 20681PROGRAM MANAGER: Jason Sorich

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

Name of Individual/Company: New Teacher CenterAddress: 1205 Pacific Ave., Suite 301 City: Santa Cruz State: CA Zip: 95060Phone: (831) 600-2200

Email Address: _____

SSN: _____ or Fed I.D. #: 26-2427526

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2019 end date June 30, 2020
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

NTC staff will provide two days of Summer Institute Planning and Facilitation Support. One in-person or virtual planning day and one in-person day to provide feedback and thought partnership to ARUSD Academic Services Team.

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

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

☒ b. **Other:** \$ 6850.00 (describe rate agreement) Includes Consultation and Planning,

Facilitation and Coaching Training/Supports & Travel Surcharge

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
06	305	1461	05815	\$6850.00	Title II	

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

PURCHASING
JUN 14 2015 PM 2:04

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
 FROM: Business Services (School/Dept.) VENDOR NO. 22947
 PROGRAM MANAGER: Kolvira Chheng

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

Name of Individual/Company: David Taussig & Associates, 'DTA'
 Address: 2250 Hyde Street, 5th Floor City: San Francisco State: CA Zip: 94109
 Phone: (800) 969-4382 Email Address: financedta.com
 SSN: _____ or Fed I.D. #: 33-0171945

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2019 end date June 30, 2020
 3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

Parcel Tax, special tax, or special assessment services (see attached)

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

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

☒ b. **Other:** \$ \$1,750.00 (describe rate agreement) plus out of pocket expenses NTE \$250.00

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	400	7200	5815	\$2,000.00		<u>6/14/19</u>

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

NEW CHARTER
JULY 1, 2019

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
 FROM: Business Services (School/Dept.) VENDOR NO. 21752
 PROGRAM MANAGER: Kolvira Chheng

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

Name of Individual/Company: STLR Corp, dba Ryland School Business Consulting
 Address: 8334 Parus Way City: Granite Bay State: CA Zip: 95746
 Phone: (916) 652-7165 Email Address: terri@rylandsbc.com
 SSN: _____ or Fed I.D. #: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2019 end date June 30, 2020
 3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

Ryland SBC will provide general financial planning and business services as needed; assist with business office assistance, training, budget develop; year-end closing; fiscal viability; analyze long-term cash flow schedules; and presentations to the board.

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

☒ a. **Fee Rate:** \$ \$160.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

☐ b. **Other:** \$ NTE \$49,000.00 (describe rate agreement) District will be billed on monthly basis for fees and expenses as approved by the Supt.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	400	72000	5815	NTE \$49K		<u>2</u> 5/24/19

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

FILED CHASING
JUN 14 2019 PM 2:30

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Maintenance (School/Dept.)

VENDOR NO. 22377

PROGRAM MANAGER: Daniel Flores - Director

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

Name of Individual/Company: Environmental System, Inc.

Address: 3353 De La Cruz Blvd. City: San Jose State: CA Zip: 95054

Phone: (408) 980-1711 Email Address: www.esite.net

SSN: _____ or Fed I.D. #: 94-2298197

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2019 end date June 30, 2020

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

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

VRF System analysis for DORSA and LUCHA. The system will be inspected and

reviewed against the plans for manufacturer installation compliance specifications. The
diagnostic troubleshooting will need to occur after hrs. A written report on the system will
be provide to the School District.

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

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

X b. **Other:** \$ 17,800.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
85	450	8130-0	5815	17,800.00		

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PRINTING
JUN 14 2019 PM 2:18

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Daniel Flores - Director (School/Dept.) VENDOR NO. 21763

PROGRAM MANAGER: _____

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

Name of Individual/Company: KHAI Q TRAN DBA: Heating & Air Conditioning

Address: 1182 Raposa Dr. City: San Jose State: CA Zip: 95121

Phone: (408) 204-0682 Email Address: khaiqtran@yahoo.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2019 end date June 30, 2020

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

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

Provide service maintenance and repair of HVAC units, within 24 hrs. District wide.

All heating and cooling equipment both Alerton, and Airedale units. Work with district technicians on finding the root causes and make recommendations.

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

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

☒ b. **Other:** \$ 44,000.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
05	450	8130-0	5650	\$ 44,000.00		

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: 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.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASING
JUN 17 2019 12:20

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: MOT (School/Dept.)

VENDOR NO. 22409

PROGRAM MANAGER: Daniel Flores

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

Name of Individual/Company: S&S Plumbing, Inc. DBA: Dependable Rooter and Plumbing.

Address: 820 Faulstich Court City: San Jose State: CA Zip: 95112

Phone: (409)920-7080 Email Address: www.dependablerooter.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2019 end date June 30, 2020

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

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

Provide plumbing services: sewer replacement, leak detection, snake and auguring
waste lines, and fixture replacements including gas services repair. Emergency repairs
as needed District-wide.

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

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

 X b. **Other:** \$ 44,000.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
05	450	81300	5815	44,000.00		

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

PURCHASING
JUN 20 2019 PM 2:33

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Special Education (School/Dept.)

VENDOR NO. 7011

PROGRAM MANAGER: Jean Gallagher

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

Name of Individual/Company: Center for Speech, Language and Occupational Therapy (CSLOT)

Address: 39420 Liberty St #150 City: Fremont State: Ca Zip: 94538

Phone: (510) 794-5155 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 13, 2019 end date June 30, 2020

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

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

CSLOT will provide a Independent Educational Evaluation (IEE) per parents request.

This option is provided to the parent per the Individuals with Disabilities Education Act

(IDEA)

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

 a. **Fee Rate:** \$ 1,300 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

☒ b. **Other:** \$ 200.00/hr (describe rate agreement) If needed to participate in IEP meeting.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
08	380	1820-A	5815	1,700.00		

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

PURCHASING
JUN 20 2019 PM 3:07**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT****INDEPENDENT CONTRACTOR AGREEMENT**TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Special Education (School/Dept.)

VENDOR NO. _____

PROGRAM MANAGER: Jean Gallagher

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

Name of Individual/Company: Psyched ServicesAddress: 533 Airport Blvd City: Burlingame State: CA Zip: 94010Phone: (650) 427-0110 Email Address: _____SSN: _____ or Fed I.D. #: 82-2715378

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 14, 2019 end date June 30, 2020
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

Psyched Services will provide a Independent Educational Evaluation (IEE) per parentsrequest. This option is provided to the parent per the Individuals with Disabilities

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

☒ a. **Fee Rate:** \$4,800 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
08	380	1822	5815	4,800		AR 5/20/19

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE
2019-2020

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
 FROM: State & Federal Programs (School/Dept.) VENDOR NO. 20988
 PROGRAM MANAGER: Sandra Garcia

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

Name of Individual/Company: Reading Partners
 Address: 180 Garand Avenue, Ste. 800 City: Oakland State: CA Zip: 94612
 Phone: (510) 444-9800 Email Address: sydney.burrell@readingpartners.org
 SSN: _____ or Fed I.D. #: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2019 end date June 30, 2020
 3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

Provide one-on-one reading support to qualifying students of Arbuckle, Aptitud, Chavez, and San Antonio utilizing structured curriculum-based materials. The tutoring program will operate on the school campus from approximately 9 a.m.- 5 p.m., Monday - Thursday, with exact hours to be mutually agreed upon.

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

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

☒ b. **Other:** \$ \$40,000 (describe rate agreement) for 2019-2020 school year, District will cover \$20,000 (Aptitud, Arbuckle, Chavez, San Antonio \$5,000 each site) \$20,000 will be covered using school funds. See attachment for budget codes.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
06	360	1190	5815	\$20,000	Title I	
various	budget codes	see attachment	5815	\$20,000	Title I	

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASING

JUN 20 2019 2:17:20

INDEPENDENT CONTRACTOR AGREEMENT

PURCHASING

JUN 20 2019 2:17:20

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Student Services (School/Dept.)

VENDOR NO. _____

PROGRAM MANAGER: Norma Flores

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

Name of Individual/Company: Alum Rock Counseling Center

Address: 777 N First St. Suite City: San Jose State: CA Zip: 95112

Phone: (408) 294-0500 Email Address: _____

SSN: _____ or Fed I.D. #: 23-7367637

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 7/1/19 end date 6/30/20

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

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

Provide individual and group therapy to students in ARUSD at selected sites. Other services offered are early childhood development, parent support, mentoring program, mobile crisis response, case management, substance use prevention and community outreach.

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

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

b. **Other:** \$ 0 (describe rate agreement) No cost to district

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT****INDEPENDENT CONTRACTOR AGREEMENT**TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____FROM: Student Services (School/Dept.) VENDOR NO. _____PROGRAM MANAGER: Norma Flores

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

Name of Individual/Company: RealOptions Medical ClinicsAddress: 1671 The Alameda St. 101 City: San Jose State: CA Zip: 95126Phone: (408) 650-6788 Email Address: becca@realoptions.net

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2019 end date June 30, 2022

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

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

RealOptions will provide 6th grade students with skills establishing healthy relationships and strengthening personal character qualities. There will be 8 sessions of 1.5 hours for the 2019-2022 school years.

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

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

☒ b. **Other:** \$ 0.00 (describe rate agreement) No cost

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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

12.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Date: June 17, 2019

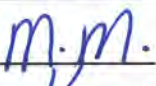
Subject: **Adoption of Piggybackable Contracts for Equipment, Materials, Supplies, and Services (that are not construction services).**

Staff Analysis: California Public Contract Code (PCC) 20118 authorizes school districts to order against competitive bids prepared by other school districts (commonly referred to as "piggyback") and public agencies, provided such authority is granted by the Board of Education and the originating agency at the time of the bid preparation and award of contract. Pursuant to the same code, these public agencies include any public corporation or agency, including any county, city, town or district.


District staff has determined that when appropriate, piggyback contracts will save administrative time and money, and they often provide lower prices than we would be able to obtain as a single agency. It is recommended that the Governing Board approve the adoption of piggybackable contracts, which include but are not limited to:

- California Multiple Award Schedule (CMAS)
- National Association of State Procurement Officials (NASPO ValuePoint)
- National Joint Powers Alliance (NJPA)
- National Intergovernmental Purchasing Alliance (NATIONALIPA)
- U.S. Communities Government Purchasing Alliance
- CalSAVE Purchasing Cooperative Contract

Recommendation: Staff recommends approving the use of piggybackable contracts and any applicable contract extensions for the purchase of equipment, materials, supplies, and services (that are not construction services). Piggyback proposals are available in the Procurement Department for review.

Prepared by: Maria J. Martinez 

Title: Procurement Manager

Approved by: Kolvira Chheng 

Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: June 27, 2019

Recommended Approval

12.02

Agenda Placement



Hilana Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

California Multiple Award Schedule (CMAS) Types of Contracts

CMAS contracts are used by public and private schools, colleges and universities, cities, counties, non-profits, 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 Intergovernmental 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

12.03

To the Board of Trustees:

Date: June 21, 2019


Subject: School Plan for Student Achievement (SPSA) 2019-2020


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

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

SPSAs are typically approved in December; however, we are moving all schools to a June approval cycle to align with Comprehensive Support and Improvement (CSI) reporting deadlines and allocation of school budgets for the new fiscal year. All schools will be on this new cycle by June 2020.

Recommendation: Staff recommends approval of the School Plan for Student Achievement for the following schools: Aptitud, Cureton, Dorsa, Fischer, George, Lyndale, Mathson, Painter, Renaissance/Fischer, Renaissance/Mathson & Sheppard. School plans are available in the Board Library for review.

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

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

To the Board of Trustees:

Meeting: June 27, 2019
Regular Board Meeting

Recommend Approval

12.03
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue
San José, CA 95127

12.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve/Ratify Notices of Employment and Changes of Status/June 27, 2019/
Human Resources Department

Staff Analysis:

This item includes recommendations such as new hires, leaves of absence, or other changes in employee status.

Recommendation:

The Board is requested to approve the hiring of any new employee, and any change of status for existing employees.

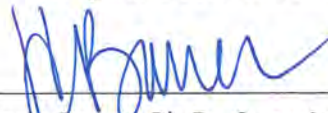
Submitted by: Jess Serna Title: Interim Assistant Superintendent,
Human Resources

To the Board of Trustees:
Recommend Approval

Meeting: June 27, 2019
Regular Board Meeting

12.04

Agenda Placement


Hilario Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not 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
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II. 39mo Re-Employment:

1. 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

III. Retirement:

1. Schue, Elaine U	Library & Learning Center Assistant & Campus Paraeducator / George	06/12/19
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IV. Substitute Personnel:

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

V. Contracted Employee:

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:

I. Employee 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
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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

12.05

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: June 10, 2019

Subject:

ARUESD 2019-2020 Instructional Calendar

The Instructional Calendar reflects report card timelines, minimum days and holidays.

Staff Analysis:

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

Recommendation: Staff recommends approval of the **2019-2020** Instructional Calendar.

Submitted by: Barbara Campbell

Title: Director, Academic Services

Approved by: Rene Sanchez

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: June 27, 2019
Regular Board Meeting

Recommend Approval

12.05
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



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



July						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

7/04 Independence Day

August						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

8/13 New Teacher Institute

8/14, 8/15 Teacher PD Days

8/16, 8/19 Teacher Prep Days

8/20 First Day of School

November						
Su	M	Tu	W	Th	F	S
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

11/11 Veteran's Day Observed

11/27-11/28 Thanksgiving Break

11/25-26, 28 Non-student Day

December						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

12/23 - 12/31 Holiday Break

March						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

3/27 Cesar Chavez Day

3/30 End of Third Quarter

April						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

4/13 Easter

4/13 - 4/17 Spring Break

September						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

9/02 Labor Day

October						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

10/7 Teacher PD Day

10/23 End of First Quarter

10/25, 10/28-11/1 MS Conferences

January						
Su	M	Tu	W	Th	F	S
						4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1/01 - 1/03 Holiday Break

1/20 Martin Luther King Day

1/16 End of Second Quarter

February						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

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

2/18 - 2/20 Non-student Days

May						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

5/25 Memorial Day

June						
Su	M	Tu	W	Th	F	S
						6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

6/5, 6/8 Minimum Days

6/9 End of Fourth Quarter

6/9 Last Day of School

NON STUDENT DAYS		LEGAL/LOCAL HOLIDAYS	
ELEM. & M.S. MINIMUM INSTRUCTIONAL DAYS: See back of page		8/13	
NEW TEACHER ORIENTATION:		8/16 8/19	
MANDATORY TEACHER WORKDAYS		8/20 6/9	
STARTING/ENDING DATES OF SCHOOL			

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

	End of Quarters	10/23, 1/16, 3/30, 6/9
	NON STUDENT DAYS/TEACHER PD DAYS	8/14 8/15 10/14

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.
- 6-8 Report Cards **to be electronically submitted**
- K-5 Progress Reports sent home to parents who did not attend conferences.

October 31, 2019
November 4, 2019

Jan. 21 & 22, 2020

Elementary and Middle School Minimum Days:

- 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.
- 6-8 Report Card grades **to be electronically submitted**
- K-5 Report Cards sent home with students

January 22, 2020
January 23, 2020

March 31 – April 1, 2020

Elementary and Middle School Minimum Days:

- 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.
- 6-8 Report Card grades **to be electronically submitted**
- K-5 Progress Reports for "At-Risk" students only sent home with students

April 2, 2020
April 3, 2020

June 5, 8, 9, 2020

Elementary and Middle School Minimum Days:

- 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.
- 6-8 Report Card grades **to be electronically submitted**
- K-5 Report Cards sent home with students

June 8, 2020
June 9, 2020

*** 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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: June 10, 2019

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:

Barbara Campbell

Title:

Director, Academic Services

Approved by:

Rene Sanchez

Title:

Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: June 27, 2019

Regular Board Meeting

Recommend Approval

12.06
Agenda Placement

Dr. Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

2019 - 2020 Bell Schedules									
	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 II	8:40	8:40-1:50 Extended Day		2:45	3:05	1:30	1:50	1:25	1:45
**Aptitud	8:20	8:20-11:40	11:50-3:10	2:25	2:45	1:10	1:30	1:05	1:25
Arbuckle	8:15	8:15-1:25 Extended Day		2:20	2:40	1:05	1:25	1:00	1:20
Cassell	8:30	8:30-11:50	10:00-2:00	2:35	2:55	1:20	1:40	1:15	1:35
Chavez	8:25	8:25-11:45	9:50-1:50	2:30	2:50	1:15	1:35	1:10	1:30
Cureton	8:25	8:25-11:45	9:50-1:50	2:30	2:50	1:15	1:35	1:10	1:30
Dorsa	8:15	8:15-11:35	11:50-3:10	2:20	2:40	1:05	1:25	1:00	1:20
**Hubbard	8:15	8:15-11:35	11:55-3:15	2:20	2:40	1:05	1:25	1:00	1:20
Linda Vista	8:20	8:20-1:30 Extended Day		2:25	2:45	1:10	1:30	1:05	1:25
LUCHA	8:00	8:00-1:10 Extended Day		2:05	2:25	12:50	1:10	12:45	1:05
Lyndale	8:20	8:15-11:35	9:30-1:30	2:25	2:45	1:10	1:30	1:05	1:25
McCollam	8:00	8:00-11:20	9:20-1:20	2:05	2:25	12:50	1:10	12:45	1:05
Meyer	8:00	8:00-11:20	9:20-12:40	2:05	2:25	12:50	1:10	12:45	1:05
Painter	8:20	8:20-11:40	10:00-2:00	2:20	2:40	1:05	1:25	1:00	1:20
Russo/McEntee	8:30	8:30-11:50	9:40-1:20	2:35	2:55	1:20	1:40	1:15	1:35
Ryan	8:15	8:15-11:35	9:45-1:45	2:20	2:40	1:05	1:25	1:00	1:20
San Antonio	8:15	8:15-11:35	12:00-3:20	2:20	2:40	1:05	1:25	1:00	1:20
Fischer	8:30				2:45		1:35		1:30
George	8:30				2:50		1:35		1:30
Mathson	8:35				2:55		1:40		1:35
Ocala	8:30				2:45		1:35		1:30
Ren @ Fischer	9:05				3:20		2:05		2:00
Ren @ Mathson	9:05				3:20		2:05		2:00
Sheppard	8:40				2:58		1:43		1:38

*Lyndale Kindergarten classes begin at 8:15

** K-8 Schools

Pending Board Approval
Academic Services: 06-13-19

2019 - 2020 TK Schedules				
	A.M. Start	AM TK M-F	PM TK M-F	
**Adelante	8:30	8:30-11:50		
Adelante II	8:40	8:40-1:50 Extended Day		
**Aptitud	8:20	8:20-11:40	9:20 - 1:20	
Arbuckle	8:15	8:15-1:25 Extended Day		
Cassell	8:30	8:30-11:50	10:00-2:00	
Chavez	8:25	8:25-11:45		
Cureton	8:25	8:25-11:45	9:25-1:25	
Dorsa	8:15	8:15-11:35	9:15 -1:15	
**Hubbard	8:15	8:15-11:35		
Linda Vista	8:20	8:20-1:30 Extended Day		
LUCHA	8:00	8:00-1:10 Extended Day		
Lyndale	8:15	8:15-11:35	9:15-1:15	
McCollam	8:00	8:00-11:20	9:20-1:20	
Meyer	8:00	8:00-11:20	9:00-12:20	
Painter	8:20	8:20-11:40	9:20-1:20	
Russo/McEntee	8:30	8:30-11:50	9:40 -1:20	
Ryan	8:15	9:45-1:45		
San Antonio	8:15	8:15-11:35	9:15-12:35	

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

12.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Out of State Travel

CSEA Annual Conference
Las Vegas, NV
July 28 – August 4, 2019

Summary:

All conference delegates are CSEA members who are locally elected or appointed by members of the chapter they are representing. They will spend the week gathering information and casting votes on behalf of their chapter. Delegates will gather from all across California to vote on resolutions, adopt a budget, elect Association officers, present major awards and set the course for the year ahead. No cost.

Recommendation:

Staff recommends approval of out-of-state travel for Melody Todd, LeAnne Depew & Magdalena Grimaldo.

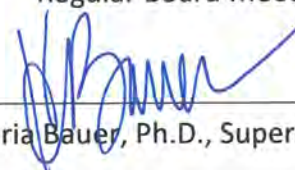
Submitted by: Jess Serna Title: Interim Assistant Superintendent,
Human Resources

To the Board of Trustees:
Recommend Approval

Meeting: June 27, 2019
Regular Board Meeting

12.07

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

19/20 SY

PURCHASING
MAY 15 2019 AM 9:42

TRAVEL APPROVAL FORM Attach Supporting Document

Date of Request: 5-6-19 ☒ Conference/Workshop ☐ Field Trip ☒ Out of State

1. Program Manager / Principal Signature: - HR - Dept. / School Site: _____

2. Title of Conference / Meeting: CSEA Annual Conference

3. Location: Las Vegas City/State: _____

4. Purpose: Annual Conf.

5. Date (s) of Conference / Meetings: 7-28-2019 - 8-4-2019

6. District Office Supervisor Approval: [Signature] Date: _____

7. Departure Date / Time: 7-28-2019 Hour: AM ☒ PM ☐

8. Return Date / Time: 8-4-2019 Hour: AM ☐ PM ☒

9. Human Resources:

Names(s) of Employees Attending	Sub?		Bilingual		Sub Request?: (Name)	Code Sub To:
	Yes	No	Yes	No		
<u>Melody Todd</u>		<input checked="" type="checkbox"/>				
<u>Lenny Depew</u>		<input checked="" type="checkbox"/>				
<u>Magdalena Grimaldo</u>		<input checked="" type="checkbox"/>				

Substitute: ☐ Available ☐ Unavailable ☐ No Sub Needed ☐ Sub Finder: _____

Remarks: _____

Human Resources Dept. Approval: ☐ Yes ☐ No _____

Asst. Superintendent of Human Resources Date

10. SECTION BELOW MUST BE COMPLETED

Cost Description	Total Estimated Costs
Transportation	\$
Registration	
Lodging	
Meals	
Shuttle / Parking	
Other	
Total	\$

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

11. Account Code: _____ Accountant Approval: _____

Approved by: _____ Purchasing Superintendent Approval for All Out of State Travel

- 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 José, CA 95127

12.08

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Out of State Travel

**National Spanish Spelling Bee
Denver, CO
July 11 –14, 2019**

Summary:

The National Spanish Spelling Bee is a competition for students in grades 4th – 8th. Participation in this event will give Adelante students an opportunity to represent Alum Rock in the National Spelling Bee Contest. Estimated cost \$3733.15.

Recommendation:

Staff recommends approval of out-of-state travel for Ma.Elena Villegas and Patricia Sarkes.

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

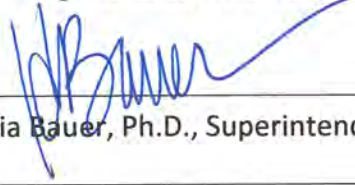
To the Board of Trustees:
Recommend Approval

Meeting:

June 27, 2019
Regular Board Meeting

12.08

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



2020 1106AD

9. Human Resources:

Asst. Superintendent of Human Resources Date

PUR-105 Wh: Human Resources Gr: Purchasing Ye: Originator (Completed) Pi: Business Office Go: Originator Rev. 08/18

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

12.09

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Revised Out of State Travel

New Tech Annual Conference
Orlando, FL
July 15-19, 2019

Summary:

The New Tech Annual Conference give principals, teachers and staff an opportunity to continually sharpen skills, share best practices, and network with like-minded professionals from around the country. Total estimated cost \$11,350.

Recommendation:

Staff recommends approval of out-of-state travel JoAnn Sanchez, Jesse Springer, Linda Templeton, Jackie Montejano, Jasmine Woods, Amber Johnstone and Kevin Fuller.

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

To the Board of Trustees:

Meeting:

June 27, 2019

Recommend Approval

Regular Board Meeting

12.09

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASING
MAY 15 2019 AM 9:42

TRAVEL APPROVAL FORM

Attach Supporting Document

REUSED

Date of Request: 3/10/19 ☒ Conference/Workshop ☐ Field Trip ☐ Out of State

1. Program Manager / Principal Signature: [Signature] Dept. / School Site: Sheppard MS
2. Title of Conference / Meeting: NTAC New Tech Annual Conference (Invite Only)

3. Location: Orlando Florida City/State: Orlando Florida

4. Purpose: 3 Implementation Trainings phase 2 for 6 grade team

5. Date (s) of Conference / Meetings: 7/15 - 7/19 (2019)

6. District Office Supervisor Approval: [Signature] Date: _____

7. Departure Date / Time: 7/14/2019 Hour: AM ☒ PM ☐

8. Return Date / Time: 7/18/2019 Hour: AM ☐ PM ☒

9. Human Resources:

Names(s) of Employees Attending	Sub?		Bilingual		Sub Request?: (Name)	Code Sub To:
	Yes	No	Yes	No		
1) <u>Johanna Sanchez</u>		<input checked="" type="checkbox"/>				
2) <u>Jesse Springer</u>		<input checked="" type="checkbox"/>				
3) <u>Linda Templeton</u>		<input checked="" type="checkbox"/>				
4) <u>Jade Montejano</u>		<input checked="" type="checkbox"/>				
5) <u>Jasmine Woods</u>		<input checked="" type="checkbox"/>				
6) <u>Amber Johnstone</u>		<input checked="" type="checkbox"/>				
7) <u>Kevin Fuller</u>		<input checked="" type="checkbox"/>				

Substitute: ☐ Available ☐ Unavailable ☐ No Sub Needed ☐ Sub Finder: _____

Remarks: _____

Human Resources Dept. Approval: ☐ Yes ☐ No _____

Asst. Superintendent of Human Resources _____ Date _____

10. SECTION BELOW MUST BE COMPLETED

Cost Description	Total Estimated Costs
Transportation	\$ <u>3500-</u>
Registration	<u>included w/ NTN Partnership</u>
Lodging	<u>5400-</u>
Meals	<u>2100-</u>
Shuttle / Parking	<u>350-</u>
Other	
Total	\$ <u>11350 split w/ district office</u>

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

11. Account Code: 0617011905200 (19/20 SY Budget) Accountant Approval: _____

Approved by: _____ Purchasing _____ Superintendent Approval for All Out of State Travel _____

- 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

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: June 21, 2019

Subject: City Year San Jose/Silicon Valley Contract Reduction

Staff Analysis: 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.

Recommendation: 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.

Submitted by: Sandra Garcia



Title: Director of State and Federal Programs

Approved by: Rene Sanchez



Title: Assistant Superintendent, Instructional Services

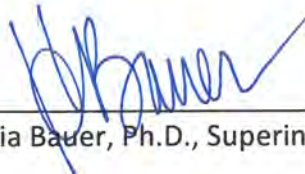
To the Board of Trustees:

Meeting: June 27, 2019

Recommended Approval

12.10

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ 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.

1. 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), ~~\$450,000~~\$382,500 (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 School	\$37,500	\$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	\$31,875 \$37,500	\$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
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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
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Mathson Middle School	\$31,875	\$118,031	\$112,500	\$211,970
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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) ~~\$112,500~~ \$95,625 – 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
- l) \$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.
- 5. 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.
- 6. 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

Office of Superintendent of Schools

12.11

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: June 20, 2019

Subject: School-sponsored Field Trip List

Staff Analysis: Student field trips are an important component of the educational program. Field trips supplement and enrich classroom-learning experiences and provide opportunities for students to relate their new learning to the outside world.

Recommendation: Staff recommends approval of out-of-state school-sponsored field trip.

Submitted by: Sandra Garcia

Title: Director of State and Federal Programs

Approved by: Rene Sanchez

Title: Assistant Superintendent of Instructional Services

To the Board of Trustees:

Meeting: June 27, 2019
Regular Board Meeting

Recommend Approval

12.11

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____

Seconded by: _____

Approved: _____

Not Approved: _____

Tabled: _____



Overnight Field Trips are in BOLD

[illegible]