

# **ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**

## **BOARD OF TRUSTEES**



**Regular Board Meeting  
October 12, 2017**



**Thursday, October 12, 2017  
AGENDA - REGULAR BOARD MEETING**

**Type: AGENDA - REGULAR BOARD MEETING**

**Time: 5:30 p.m.**

**Code: Regular #07 -17/18**

**Location: ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT, 2930 Gay Avenue, San Jose, CA 95127; Board Room.**

**In compliance with the Americans with Disabilities Act, if you need special assistance in order to participate in the public meeting of the Board of Trustees, please contact the Office of the Superintendent at (408) 928-6822. Notification 48 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 -- PRESIDENT ESAU RUIZ HERRERA.

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

1.03 ADJOURNMENT TO CLOSED SESSION: The Board will adjourn to Closed Session at approximately 5:35 p.m. Open Session will resume at the end of Closed Session in the Board Room at approximately 6:35 p.m.

**2. CLOSED SESSION**

2.01 INFORMATION/DISCUSSION/ACTION: CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION. Paragraph (1) of Subdivision (d) of Government Code Section 54956.9. One (1) case: Office of Administrative Hearings, Case No. 2017100139.

2.02 INFORMATION/DISCUSSION/ACTION: CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION. Paragraph (1) of Subdivision (d) of Government Code Section 54956.9. One (1) case: Office of Administrative Hearings, Case No. 2017060755.

2.03 INFORMATION/DISCUSSION/ACTION; CONFERENCE WITH LEGAL COUNSEL -- ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) (Government Code Section 54956.9): Two (2) potential cases.

2.04 DISCUSSION/ACTION; PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54957).

**3. RECONVENE TO OPEN SESSION - DISTRICT OFFICE BOARD ROOM**

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

### 3.02 REPORT OF ACTION TAKEN IN CLOSED SESSION.

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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.

## **4. SPECIAL PRESENTATION**

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4.01 PRESENTATION: Code to the Future (CTTF).

## **5. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD**

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

## **6. COMMENTS AND COMMUNICATION**

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6.01 Teamsters.

6.02 California School Employee's Association (CSEA).

6.03 Alum Rock Administrator's Association (ARAA).

6.04 Alum Rock Educator's Association (AREA).

6.05 Superintendent.

6.06 Board of Trustees/Communications/Comments

## **7. SUPERINTENDENT/BOARD BUSINESS**

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7.01 INFORMATION/DISCUSSION: FCMAT Update. The Board is requesting to have an updated status on the FCMAT Report and the requested documents. Assistant Superintendent of Business Services will provide a FCMAT update.

7.02 INFORMATION/DISCUSSION: Legal Services Update.

7.03 INFORMATION/DISCUSSION/ACTION: Discuss and approve \$250,000 set aside as restricted funds for use later as legal funds to initiate and defend lawsuits against federal immigration assessments and raids impacting a sanctuary school district like Alum Rock.

7.04 DISCUSSION/ACTION: Adopt the First Reading of the Amended Board Policy 2121, Superintendent's Contract, Administration.

7.05 INFORMATION/DISCUSSION/ACTION: Board Audit Committee. The Board Audit Committee will consist of two board members and three members of the public. Said Committee will have the authority to request and review audits of the District, Bond Program, and any other area within the District. The Board will review the East Side Union High School District's (ESUHSD) Board Audit Committee and incorporate all facets of the ESUHSD Board Audit Committee that may be applicable to the ARUSD Board Audit Committee.

7.06 INFORMATION/DISCUSSION/ACTION: Task Force Committee. The District shall create a Task Force to look at available District land for the specific purpose of the development of teacher housing. The crisis we are facing as a state and nation relative to the availability of

teachers, will not be abated anytime soon. We must face this issue head on and find new methods of attracting teachers to our District. The Task Force Chairperson shall be appointed according to Board Bylaws and Board action.

7.07 INFORMATION/DISCUSSION: Program and Construction Management Agreement for Measure I and Measure J. Terminate Contract between Alum Rock Elementary School District (ARUSD) and Del Terra Real Estate Services, Inc., dba Del Terra Group.

7.08 DISCUSSION/ACTION: Approve Legal Services Contract regarding Securities and Exchange Commission (SEC) Investigation.

7.09 ACTION: Candidates for the Santa Clara County Committee on School District Organization. There are 11 seats on the County Committee -- 2 from each of the 5 county supervisorial districts, and one at-large seat. This year, 3 seats are up for election, 1 each in Supervisorial Districts 1, 3, and 5. Candidates for the County Committee must be registered voters who reside within the supervisorial district they wish to represent. County Committee members serve 4-year terms. Candidates must submit their letter and resume by 5 pm, October 24, 2017.

7.10 INFORMATION/DISCUSSION: Board Created Standing Committees. The Board will report on the following committees: (1) Bond, Facilities, and Finance; (2) Curriculum and Technology; (3) Parent Engagement; and (4) Small Schools and Innovation.

## **8. BOND / FACILITIES**

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8.01 PRESENTATION AND/OR UPDATE ON THE BOND/FACILITIES. Mr. Luis Rojas will present an update on the status of the Bond Projects.

8.02 DISCUSSION/ACTION: Approve Resolution No. 15-17/18 Resolution of the Board of Trustees of the Alum Rock Union Elementary School District Approving Amended and Restated Bylaws for the Alum Rock Union Elementary School District Independent Citizens' Bond Oversight Committee.

8.03 DISCUSSION/ACTION: Amend Measure 1, Phase 1 Project List to include HVAC Projects at Ryan and Russo/McEntee Schools. In January 2017, the Board of Trustees approved Measure 1, Phase 1 Project List. At the September 14, 2017 Board Meeting, staff presented an air-conditioning assessment report, which revealed that Ryan and Russo/McEntee Elementary Schools do not have permanent air-conditioning units.

8.04 INFORMATION/ACTION: Approve Restroom and Access Upgrade Project at Mathson Middle School Notice of Completion.

## **9. INSTRUCTIONAL SERVICES**

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9.01 INFORMATION/PRESENTATION: 2017 California Assessment of Student Performance and Progress (CAASPP)

9.02 DISCUSSION/ACTION: Adopt the First Reading of Amended Board Policy 5145.3(a) Nondiscrimination/Harassment -- Students.

9.03 DISCUSSION/ACTION: Adopt the First Reading of Amended Administrative Regulation 5145.3(a) Nondiscrimination/Harassment -- Students.

9.04 DISCUSSION/ACTION: Adopt the First Reading of New Board Policy 5146(a) Married/Pregnant/Parenting Students.

## **10. HUMAN RESOURCES**

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10.01 INFORMATION Regarding Resignations.



## **11. BUSINESS SERVICES**

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11.01 INFORMATION: Conditional Approval Letter from Santa Clara County Office of Education (SCCOE).

## **12. CONSENT CALENDAR**

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12.01 ACTION: Approve Board Meeting Minutes for the following date: July 13, 2017 Regular Board Meeting.

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

12.03 ACTION: Approve Contracts for Professional Services - Firms.

12.04 ACTION: Approval of Fundraising Activities.

12.05 ACTION: Acceptance of Donations.

12.06 ACTION: Enrollment/Attendance Report for Month 1 (August 28 thru September 22, 2017).

12.07 ACTION: Acceptance of Vendor & Payroll Warrants.

12.08 ACTION: Approve/Ratify Notices of Employment and Changes of Status/October 12, 2017/Human Resources Department.

12.09 ACTION: Approve Resolution No. 14-17/18 GANN Limit Calculations.

12.10 ACTION: Approve the Quarterly Report on Williams Uniform Complaints.

12.11 ACTION: Approve New Job Description – Coordinator, School Mental Wellness Support Services.

12.12 ACTION: Approve School-Sponsored Field Trip List.

## **13. FUTURE BOARD AGENDA REQUESTS**

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

## **14. ADJOURNMENT**

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14.01 President adjourns the meeting.

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

4.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: October 2, 2017

**Subject:** Code to the Future (CTTF)

**Staff Analysis:** Code to the Future (CTTF) invites Alum Rock Union School District to partner with the League of Innovative Computer Science Schools Membership to provide Computer Science support services for the Mathson Institute of Technology and its feeder pattern. The League provides training, coaching, and technical assistance to Mathson Institute of Technology, San Antonio Elementary, L.U.C.H.A., and Chavez Elementary in the area of Computer Science integrated throughout the curriculum.

**Presentation Only**

Submitted by: Rene Sanchez

R.S.

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**Presentation Only**

4.01

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

7.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: October 4, 2017

**Subject: FCMAT Update**

**Staff Analysis:** The Board is requesting to have an updated status on the FCMAT Report and the requested documents. Assistant Superintendent of Business Services will provide a FCMAT update.

*\*INFORMATION / DISCUSSION\**

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

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**INFORMATION / DISCUSSION**

7.01  
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

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

7.02

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: October 4, 2017

**Subject:** Legal Services

**Staff Analysis:** Staff will provide an update regarding the process and selection for a new District Legal Counsel.

*\*INFORMATION / DISCUSSION\**

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

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**INFORMATION / DISCUSSION**

7.02  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

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

7.03

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

October 6, 2017

**Subject: LEGAL FEES SET ASIDE \$250,000 RELATED TO IMMIGRATION ENFORCEMENT ACTIVITIES**

The Board will discuss and approve \$250,000 set aside as restricted funds for use later as legal funds to initiate and defend lawsuits against federal immigration assessments and raids impacting sanctuary school district like Alum Rock.

**INFORMATION/DISCUSSION/ACTION**

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

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**Information/Discussion/Action**

7.03  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

October 6, 2017

**Subject: ADOPT THE FIRST READING OF THE AMENDED BOARD  
POLICY 2121, SUPERINTENDENT'S CONTRACT,  
ADMINISTRATION**

**DISCUSSION/ACTION**

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**Discussion/Action**

7.04

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 Policy**

### **Superintendent's Contract**

BP 2121

#### **Administration**

The Governing Board believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent are to work together to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the need for stability in district administration and shall ensure the best use of district resources.

(cf. 0200 – Goals for the School District  
(cf. 2120 - Superintendent Recruitment and Selection)  
(cf. 4312.1 - Contracts)  
(cf. 9000 - Role of the Board)

The contract shall be reviewed by the district's legal counsel and may include the following:

1. General duties and responsibilities of the position

(cf. 2110 - Superintendent Responsibilities and Duties)

2. Term of the contract, which shall be for no more than four years pursuant to Education Code 35031

3. Length of the work year and hours of work

4. Salary, health and welfare benefits, and other compensation for the position

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

5. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff

(cf. 3350 – Travel Expenses)

The contract may also address payment for professional dues and activities, the district's provision of cell phones or other technological devices, and the Superintendent's use of his/her personal vehicle.

(cf. 4040 – Employee Use of Technology)

6. Vacation, illness and injury leave, and personal leaves

(cf. 4161/4261/4361 – Leaves)

(cf. 4161.1/4361.1 – Personal Illness/Injury Leave)

(cf. 4161.2/4261.2/4361.2 – Personal Leave)

(cf. 4161.5/4261.5/4361.5 – Military Leave)

(cf. 4161.8/4261.8/4361.8 – Family Care and Medical Leave)

7. Criteria, process, and procedure for annual evaluation of the Superintendent

(cf. 2140 - Evaluation of the Superintendent)

8. Conditions and process for termination of the contract including the maximum cash settlement that the Superintendent may receive If the contract is terminated prior to its expiration date

9. A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board

10. A statement that there shall be no automatic renewal or extension of the contract, although the Board can enter into a new contract with the Superintendent prior to the expiration of the existing contract

11. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 days in advance of the expiration of the term of the contract pursuant to Education Cod 35031, and the responsibility of the Superintendent to remind the Board in a timely manner of the requirement to give notice

12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his/her official capacity in the performance of duties related to his/her employment

The Board may deliberate about terms of the contract in closed session at a regular meeting. Discussions regarding the salary, salary schedule, or other compensation may occur in closed session only as permitted under Government Code 54957.6 between the Board and its designated representative(s) (the "labor exception"), for the purpose of reviewing the Board's position or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. (Government Code 54956, 54957, 54957.6)

The Board may consult with district legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective Superintendent.

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)



(cf. 9321.1 - Closed Session Actions and Reports)

Terms of the contract shall remain confidential until the ratification process commences.

(cf. 9011 - Disclosure of Confidential/Privileged Information)

The Board shall take final action on the Superintendent's contract in an open meeting, which shall be reflected in the Board's minutes. Copies of the contract shall be available to the public upon request. (Government Code 53262, 54957.6)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

#### Termination of Contract

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

(cf. 4117.5/4217.5/4317.5 - Termination Agreements)

In such an event, any cash settlement that the Superintendent may receive upon termination of the contract shall not exceed his/her monthly salary multiplied by the number of months left on the contract or, if the unexpired term of the contract is more than 18 months and the contract was executed prior to January 1, 2016, no greater than the Superintendent's monthly salary multiplied by 18. For any contract executed on or after January 1, 2016, any cash settlement shall not exceed the Superintendent's monthly salary multiplied by 12. (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of his/her office or position, he/she shall reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination, and for any funds expended by the district in his/her defense against a crime involving his/her office or position. (Government Code 53243-53243.4, 53260)

Legal Reference:

EDUCATION CODE

35031 Term of employment

41325-41329.3 Conditions of emergency apportionment

GOVERNMENT CODE

3511.1-3511.2 Local agency executives

53243-53243.4 Abuse of office

53260-53264 Employment contracts

54954 Time and place of regular meetings

54956 Special meetings

54957 Closed session personnel matters

54957.1 Closed session, public report of action taken

54957.6 Closed sessions regarding employee matters

UNITED STATES CODE, TITLE 26

105 Self-insured medical reimbursement plan; definition of highly compensated individual

UNITED STATES CODE, TITLE 42

300GG-16 Group health plan; nondiscrimination in favor of highly compensated individuals

CODE OF FEDERAL REGULATIONS

1.105-11 Self-insured medical reimbursement plan

COURT DECISIONS

San Diego Union v. City Council, (1983) 146Cal.App.3d 947

ATTORNEY GENERAL OPINIONS

57 Ops. Cal. Atty. Gen. 209 (1974)

Management Resources:

CSBA PUBLICATIONS

Superintendent Contract Template, 2015

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Local Legislative Bodies, 2003

WEB SITES

CSBA <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

Office of the Attorney General, Department of Justice: <http://caag.state.ca.us/>

Policy ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

adopted: July 2, 2013 San Jose, California

revised: October 12, 2017

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

7.05

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

October 6, 2017

**Subject: BOARD AUDIT COMMITTEE**

The Board Audit Committee will consist of two board members and three members of the public. Said Committee will have the authority to request and review audits of the District, Bond Program, and any other area within the District. The Board will review the East Side Union High School District's (ESUHSD) Board Audit Committee and incorporate all facets of the ESUHSD Board Audit Committee that may be applicable to the ARUSD Board Audit Committee.

**INFORMATION/DISCUSSION/ACTION**

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: October 12, 2017  
Regular Board Meeting

**Information/Discussion/Action**

7.05  
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 Jose, CA 95127

7.06

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

October 6, 2017

**Subject: TASK FORCE COMMITTEE**

The District shall create a Task Force Committee to look at available District land for the specific purpose of the development of teacher housing. The crisis we are facing as a state and nation relative to the availability of teachers, will not be abated anytime soon. We must face this issue head on and find new methods of attracting teachers to our District. The Task Force Chairperson shall be appointed according to Board Bylaws and Board action.

**INFORMATION/DISCUSSION/ACTION**

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: October 12, 2017  
Regular Board Meeting

**Information/Discussion/Action**

7.06  
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 Jose, CA 95127

7.07

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

October 4, 2017

**Subject: PROGRAM AND CONSTRUCTION MANAGEMENT AGREEMENT  
FOR MEASURE I AND MEASURE J.**

Terminate Contract between Alum Rock Union Elementary School District  
and Del Terra Real Estate Services, Inc., dba Del Terra Group for Program  
Management of the ARUSD Bond Program.

**Information/Discussion**

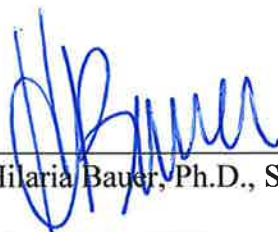
Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**Information/Discussion**

7.07  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

October 4, 2017

**Subject: APPROVE LEGAL SERVICES CONTRACT REGARDING  
SECURITIES AND EXCHANGE COMMISSION (SEC)  
INVESTIGATION**

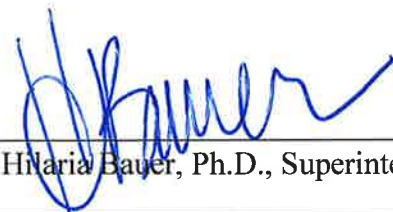
**DISCUSSION/ACTION**

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: October 12, 2017  
Regular Board Meeting

**Recommend Approval**

7.08  
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

7.09

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

October 4, 2017

**Subject:**

**CANDIDATES FOR THE SANTA CLARA COUNTY COMMITTEE  
ON SCHOOL DISTRICT ORGANIZATION**

There are 11 seats on the County Committee – 2 from each of the 5 county supervisorial districts, and one at-large seat. This year, 3 seats are up for election, 1 each in Supervisorial Districts 1, 3, and 5. Candidates for the County Committee must be registered voters who reside within the supervisorial district they wish to represent. County Committee members serve 4-year terms. Candidates must submit their letter and resume by 5 pm, October 24, 2017.

**Recommend Approval**

Submitted by: Hilaria Bauer Title: Superintendent

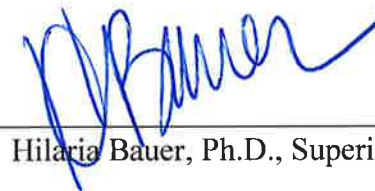
To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**Recommend Approval**

7.09

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_



## Santa Clara County Office of Education

Jon R. Gundry  
County Superintendent of Schools

September 12, 2017

TO: Santa Clara County School District Superintendents and  
School Board Presidents

FROM: Suzanne Carrig, Director, Policy Development & Administrative Programs  
Office of the Superintendent

SUBJECT: Candidates for the Santa Clara County Committee on School  
District Organization

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The Santa Clara County Committee on School District Organization, the elected body responsible for school district organization and boundaries, will hold an election on November 29, 2017 to fill three seats. Voters in the election are the designated school board members of each school district in the county (California Education Code 35023 requires that each school board annually select one of its members to vote in the county committee election); candidates for the County Committee must be registered voters who reside within the supervisorial district they wish to represent. County Committee members serve four-year terms.

There are eleven seats on the County Committee – two from each of the five county supervisorial districts, and one at-large seat. This year, three seats are up for election, one each in Supervisorial Districts 1, 3, and 5. The Supervisorial Districts include local school districts as follows (*high school districts are not listed since they belong in the same supervisorial districts as their feeder elementary school districts*):

### Supervisorial District 1 (Mike Wasserman, County Supervisor)

Cambrian, Franklin-McKinley, Gilroy Unified, Lakeside Union, Loma Prieta Joint Union, Los Gatos Union, Morgan Hill Unified, Oak Grove, San Jose Unified, Saratoga Union, and Union.

### Supervisorial District 3 (Dave Cortese, County Supervisor)

Alum Rock Union Elementary, Berryessa Union, Cupertino Union, Evergreen, Milpitas Unified, Mount Pleasant, Mountain View Whisman, Oak Grove, Orchard, San Jose Unified, Santa Clara Unified, and Sunnyvale.

### Supervisorial District 5 (Joe Simitian, County Supervisor)

Campbell Union, Cupertino Union, Los Altos, Moreland, Mountain View-Whisman, Palo Alto Unified, Santa Clara Unified, and Saratoga Union.



The purpose of this letter is to ask for your help in identifying and encouraging qualified candidates to stand for election to the County Committee. No employee of a public school district or of the County Office of Education may serve on the County Committee, but members of school boards **may** serve. If you know of someone who meets these eligibility requirements and would be willing to contribute to the work of the County Committee, please ask them to consider submitting an application to the County Office of Education. The application should consist of a letter of intent to serve and a brief résumé of background and experience which would contribute to participation in the activities of the County Committee. Candidates must submit the letter and résumé by 5:00 p.m., October 24, 2017 to:

suzanne\_carrig@sccoe.org

or

County Superintendent of Schools  
c/o Suzanne Carrig: MC 243  
Santa Clara County Office of Education  
1290 Ridder Park Drive  
San Jose, CA 95131

Candidate materials and the election ballots will be mailed the first week in November and must be returned by Wednesday, November 29, 2017 (ballots can be emailed to the above address or sent U.S. Mail at the above street address). It is recommended that districts place this election item on their agendas. Any ballots received after November 29<sup>th</sup> will not be counted.

Please contact me at 408-453-6869 if you have any questions.

Thank you.

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

October 6, 2017

**Subject: BOARD CREATED STANDING COMMITTEES**

The Board will report on Board Created Standing Committees:

- Bond, Facilities, and Finance
- Curriculum and Technology
- Parent Engagement
- Small Schools and Innovation

**Information/Discussion**

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**Information/Discussion**

7.10  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

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

8.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

October 4, 2017

**Subject: PRESENTATION AND/OR UPDATE ON THE BOND/FACILITIES**

Mr. Luis Rojas, CEO, Del Terra, will present an update on the status of the Bond Projects.

Presentation/Update

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

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**Presentation/Update**

8.01

Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

8.02

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES**

To the Board of Trustees:

Date: October 5, 2017

**Subject:** **Resolution # 15 – 17/18**  
**Resolution of the Board of Trustees of the Alum Rock Union Elementary School District Approving Amended and Restated Bylaws for the Alum Rock Union Elementary School District Independent Citizens' Bond Oversight Committee**

**Staff Analysis:** On June 3, 2008, the voters of the Alum Rock Union School District (the "District") approved the issuance of General Obligations Bonds in the maximum amount of \$179,000,000 ("Measure G"). As required by State Law, the District, through Board action, established an independent Citizens' Oversight Committee (the "Committee") in connection with Measure G and approved governing bylaws therefore.

On November 6, 2012, voters of the District approved the issuance of General Obligations Bonds in the maximum principal amount of \$125,000,000 ("Measure J"). Pursuant to prior Board action, the District reconstituted the existing Measure G Committee and approved amended bylaws making the Committee responsible for oversight responsibilities for both Measure G and Measure J. Certain changes in State Law now necessitate an amendment to the existing Committee Bylaws.

On June 7, 2016, voters of the District reapproved the issuance of General Obligations Bonds, which voters approved in June 2008 in the maximum principal amount of \$139,999,671.60 ("Measure I"). Pursuant to prior Board action, the District reconstituted the existing Measure J Committee and approved amended bylaws making the Committee responsible for oversight responsibilities for both Measure J and Measure I. Certain changes in State Law now necessitate an amendment to the existing Committee Bylaws.

Resolution # 15-17/18 establishes approves restated and amended Bylaws for the Committee which addresses changes in State Law. The Committee remains responsible for oversight responsibilities for both Measure J and Measure I.

**Fiscal Impact:** Because the Education Code prohibits the use of bond funds for the support of the Committee, the District will continue to be obligated to provide administrative support to the Committee.

**Recommendation:** Staff recommends that the Board of Trustees approve Resolution # 15-17/18 approving amended and restated bylaws for the Alum Rock Union Elementary School District Independent Citizens' Bond Oversight Committee.

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

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**Recommend Approval**

8.02  
Agenda Placement

  
Hilana Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**

**RESOLUTION NO. 15 – 17/18**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT APPROVING AMENDED AND RESTATED BYLAWS FOR THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE**

**WHEREAS**, the Board of Trustees of the Alum Rock Union Elementary School District (the "District") previously adopted a resolution requesting Santa Clara County, California (the "County") to call an election for general obligation bonds (the "2008 Bond Election") to be held on June 3, 2008; and

**WHEREAS**, notice of the 2008 Bond Election was duly given; and on June 3, 2008 the 2008 Bond Election was duly held and conducted for the purpose of voting on a measure for the issuance of bonds of the District in the amount of \$179,000,000 ("Measure G"); and

**WHEREAS**, based on the Canvass and Statement of Results for the County, more than fifty-five percent of the votes cast on Measure G were in favor of issuing the aforementioned bonds; and

**WHEREAS**, the District previously adopted a resolution requesting the County to call an election for general obligation bonds (the "2012 Bond Election") to be held on November 6, 2012; and

**WHEREAS**, notice of the 2012 Bond Election was duly given; and on November 6, 2012 the 2012 Bond Election was duly held and conducted for the purpose of voting on a measure for the issuance of bonds of the District in the amount of \$125,000,000 ("Measure J"); and

**WHEREAS**, the District previously adopted a resolution requesting the County to call an election for general obligation bonds (the "2016 Bond Election", and together with the 2008 Bond Election and the 2012 Bond Election, the "Bond Elections") to be held on June 6, 2016; and

**WHEREAS**, notice of the 2016 Bond Election was duly given; and on June 6, 2016 the 2016 Bond Election was duly held and conducted for the purpose on a measure for the reapproval of the issuance of bonds in the amount of \$139,999,671.60 ("Measure I", and together with Measure J and Measure G, the "Measures"); and

**WHEREAS**, based on the Canvass and Statement of Results for the County, more than fifty-five percent of the votes cast on each Measure were in favor of issuing the aforementioned bonds

**WHEREAS**, the Board of Trustees of the District (the "Board") previously has established an independent citizens' bond oversight committee (the "Committee") in connection with issuance of bonds under Measure G; and

**WHEREAS**, the Board has also previously approved Bylaws governing such Committee;

**WHEREAS**, the Board has also previously amended and restated such Bylaws, as a whole, to make them applicable to both Measure G and Measure J:

**WHEREAS**, the Board now desires to further amend and restate such Bylaws to expand the jurisdiction of the Committee to include the review of the expenditure of bonds issued under Measure I (so amended and restated, the “Amended and Restated Bylaws”).

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT DOES HEREBY FIND, DETERMINE AND CERTIFY AS FOLLOWS:

Section 1. Amended and Restated Bylaws. The Committee shall operate pursuant to the Board of Trustees approved Amended and Restated Bylaws. The Committee shall have only those responsibilities granted to them in the Act, in the resolutions calling for the respective Bond Elections and in the Amended and Restated Bylaws. The Amended and Restated Bylaws, as submitted herewith and attached hereto are hereby approved. The previous Bylaws related to Measure G and Measure J are rescinded and of no further force and effect.

ADOPTED, SIGNED AND APPROVED this 12th day of October, 2017.

BOARD OF TRUSTEES OF THE ALUM ROCK  
UNION ELEMENTARY SCHOOL DISTRICT

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President

ATTEST:

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Secretary

# **CURRENT CBOC BYLAWS**

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**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE  
AMENDED AND RESTATED BYLAWS**

**Section 1. Committee Established.** The Alum Rock Union Elementary School District (the "District") was successful at the election conducted on June 3, 2008 (the "2008 Election") in obtaining authorization from the District's voters to issue up to \$179,000,000 aggregate principal amount of the District's school facilities bond ("Measure G"). A Bond Oversight Committee for Measure G has been established (the "Measure G Committee"). The District was also successful at the election conducted on November 6, 2012 (the "2012 Election") in obtaining authorization from the District's voters to issue up to \$125,000,000 aggregate principal amount of the District's school facilities bond ("Measure J"). The District was also successful at the election conducted on June 6, 2016 (the "2016 Election") in obtaining authorization from the District's voters to reapprove and issue up to \$139,999,671.60 aggregate principal of the District's school facilities bond which were originally approved as Measure G ("Measure I"). Measure G, Measure J and Measure I are hereinafter referred to as the "Measures," and the 2008 Election, the 2012 Election and the 2016 Election are referred to as the "Elections." The Elections were conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code of the State ("Prop 39"). Pursuant to Section 15278 of the Education Code, the District is obligated to establish an Independent Citizens' Bond Oversight Committee for Measure I in order to satisfy the accountability requirements of Prop 39. Pursuant to action by the governing board of the District, the Independent Citizens' Bond Oversight Committee previously established for Measure G shall be reconstituted as a new Committee (the "Committee") which shall have the duties and rights set forth in these Bylaws with oversight responsibility for the Measures. The Committee does not have legal capacity independent from the District.

**Section 1. Purposes.** The purposes of the Committee are set forth in Prop 39, and these Bylaws are specifically made subject to the applicable provisions of Prop 39 as to the duties and rights of the Committee. The Committee shall be deemed to be subject to the *Ralph M. Brown Public Meetings Act* of the State of California and shall conduct its meetings in accordance with the provisions thereof. The District shall provide necessary administrative support to the Committee as shall be consistent with the Committee's purposes, as set forth in Prop 39.

The proceeds of general obligation bonds issued pursuant to the Elections are hereinafter referred to as "bond proceeds." The Committee shall confine itself specifically to bond proceeds generated under the Measures. Regular and deferred maintenance projects and all monies generated under other sources shall fall outside the scope of the Committee's review.

**Section 2. Duties.** To carry out its stated purposes, the Committee shall perform only the duties set forth in Sections 3.1, 3.2, and 3.3 hereof, and shall refrain from those activities set forth in Sections 3.4 and 3.5.

2.1 **Inform the Public.** The Committee shall inform the public concerning the District's expenditure of bond proceeds. In fulfilling this duty, all official communications to either the Board or the public shall come from the Chair acting on behalf of the Committee. The Chair shall only release information that reflects the majority view of the Committee.



2.2 Review Expenditures. The Committee shall review expenditure reports produced by the District to ensure that (a) bond proceeds were expended only for the purposes set forth in Measure G and Measure J, respectively; and (b) no bond proceeds were used for teacher or administrative salaries or other operating expenses in compliance with Attorney General Opinion 04-110, issued on November 9, 2004.

2.3 Annual Report. The Committee shall present to the Board, in public session, no later than March 31 following each fiscal year, annual written reports for each of the Measures which shall include the following:

- (a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and
- (b) A summary of the Committee's proceedings and activities for the preceding year.

2.4 Duties of the Board/Superintendent. Either the Board or the Superintendent, as the Board shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (i) Approval of contracts,
- (ii) Approval of change orders,
- (iii) Expenditures of bond funds,
- (iv) Handling of all legal matters,
- (v) Approval of project plans and schedules,
- (i) Approval of all deferred maintenance plans, and
- (vi) Approval of the sale of bonds.

2.5 Measure G , Measure J and Measure I Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the Board has not charged the Committee with responsibility for:

- (a) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, lease/revenue bonds, the general fund or the sale of surplus property without bond proceeds shall be outside the authority of the Committee.
- (b) The establishment of priorities and order of construction for the bond projects, which shall be made by the Board in its sole discretion.
- (c) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board in its sole discretion.

(d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) which shall be determined by the Board in its sole discretion.

(e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee.

(f) The approval of an annual budget for the Committee that is sufficient to carry out the activities set forth in Prop 39 and included herein.

(g) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Board's sole discretion as part of carrying out its function under Prop 39.

### **Section 3. Authorized Activities.**

3.1 In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

(a) Receive copies of the District's annual, independent performance audit and annual, independent financial audit required by Prop 39 (Article XIII A of the California Constitution) (together, the "Audits") at the same time said Audits are submitted to the District, and review the Audits.

(b) Inspect District facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Superintendent.

(c) Review copies of deferred maintenance plans developed by the District.

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

(e) Receive from the Board, within three months of the District receiving the Audits, responses to any and all findings, recommendations, and concerns addressed in the Audits, and review said responses.

### **Section 4. Membership.**

#### **4.1 Number.**

The Committee shall consist of at least seven (7) members appointed by the Board from a list of candidates submitting written applications, and based on criteria established by Prop 39, to wit:

- One (1) member shall be the parent or guardian of a child enrolled in the District.
- One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the P.T.A. or a school site council.

- One (1) member active in a business organization representing the business community located in the District.
- One (1) member active in a senior citizens' organization.
- One (1) member active in a bona-fide taxpayers association.
- Two (2) members of the community at-large.

#### 4.2 Qualification Standards.

(a) To be a qualified person, a Committee member must be at least 18 years of age.

(b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

#### 1.2 Ethics: Conflicts of Interest.

(a) Members of the Committee are not subject to the Political Reform Act (Gov. Code §§ 81000 *et seq.*), and are not required to complete Form 700; but each member shall comply with the Committee Ethics Policy attached as "Attachment A" to these Bylaws.

(b) Pursuant to Section 35233 of the Education Code, the prohibitions contained in Article 4 (commencing with Section 1090) of Division 4 of Title 1 of the Government Code ("Article 4") and Article 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code ("Article 4.7") are applicable to members of the Committee. Accordingly:

(i) Members of the Committee shall not be financially interested in any contract made by them in their official capacities or by the Committee, nor shall they be purchasers at any sale or vendors at any purchase made by them in their official capacity, all as prohibited by Article 4; and

(ii) Members of the Committee shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to duties as a member of the Committee or with the duties, functions, or responsibilities of the Committee or the District. A member of the Committee shall not perform any work, service, or counsel for compensation where any part of the efforts of such member will be subject to approval by any other officer, employee, board, or commission of the District's Board of Trustees, except as permitted under Article 4.7.

4.3 Term. Except as otherwise provided herein, each member shall serve a term of two (2) years, commencing as of the date of appointment by the Board. No member may serve more than three (3) consecutive terms. At the Committee's first meeting, members will draw lots or otherwise select a minimum of two members to serve for an initial one (1) year term and the remaining members for an initial two (2) year term. Members whose terms have expired may continue to serve on the Committee until a successor has been appointed. Terms commence on the date or number is

appointed to the Committee by the Board of Trustees. Members of the Committee may apply to serve on the Committee, and if selected, will be entitled to new terms as described herein, regardless of their period of service on the Committee.

4.4 Appointment. Members of the Committee shall be appointed by the Board through the following process: (a) the District will advertise in the local newspapers, on its website, and in other customary forums, as well as solicit appropriate local groups for applications; (b) the Superintendent will review the applications; and (c) the Superintendent will make recommendations to the Board.

4.5 Removal; Vacancy. The Board may remove any Committee member for any reason, including failure to attend two consecutive Committee meetings without reasonable excuse or for failure to comply with the Committee Ethics Policy. Upon a member's removal, such member's seat shall be declared vacant. The Board, in accordance with the established appointment process shall fill any vacancies on the Committee. The Board shall seek to fill vacancies within 90 days of the date of occurrence of a vacancy.

4.6 Compensation. The Committee members shall not be compensated for their services.

4.7 Authority of Members. (a) Committee members shall not have the authority to direct staff of the District; (b) individual members of the Committee retain the right to address the Board, either on behalf of the Committee or as an individual; (c) the Committee shall not establish subcommittees for any purpose; and (d) the Committee shall have the right to request and receive copies of any public records relating to projects funded by the Measures.

## **Section 5. Meetings of the Committee.**

5.1 Regular Meetings. The Committee shall meet at least once a year, but shall not meet more frequently than quarterly.

5.2 Location. All meetings shall be held within the boundaries of the Alum Rock Union Elementary School District, located in Monterey County, California.

5.3 Procedures. All meetings shall be open to the public in accordance with the *Ralph M. Brown Act*, Government Code Section 54950 *et seq.* Meetings shall be conducted according to such additional procedural rules as the Committee may adopt. A majority of the number of Committee members shall constitute a quorum for the transaction of any business of the Committee.

## **Section 6. District Support.**

6.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

(a) preparation of and posting of public notices as required by the *Brown Act*, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the District Board;

(b) provision of a meeting room, including any necessary audio/visual equipment;

(c) preparation, translation and copies of any documentary meeting materials, such as agendas and reports; and

(d) retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

6.2 District staff and/or District consultants shall attend Committee proceedings in order to report on the status of projects and the expenditure of bond proceeds.

**Section 7. Reports.** In addition to the Annual Report required in Section 3.3, the Committee may report to the Board from time to time in order to advise the Board on the activities of the Committee. Such report shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

**Section 8. Officers.** The District shall appoint the initial Chair. Thereafter, the Committee shall elect a Chair and a Vice-Chair who shall act as Chair only when the Chair is absent. The Chair and Vice-Chair shall serve in such capacities for a term of one year and may be re-elected by vote of a majority of the members of the Committee.

**Section 9. Amendment of Bylaws.** Any amendment to these Bylaws shall be approved by a majority vote of the Board.

**Section 10. Termination.** The Committee shall automatically terminate and disband concurrently with the Committee's submission of the final respective Annual Report which reflects the final accounting of the expenditure of all Measure G, Measure J and Measure I monies.

## **CITIZENS' BOND OVERSIGHT COMMITTEE ETHICS POLICY STATEMENT**

This Ethics Policy Statement provides general guidelines for Committee members in carrying out their responsibilities. Not all ethical issues that Committee members face are covered in this Statement. However, this Statement captures some of the critical areas that help define ethical and professional conduct for Committee members. The provisions of this Statement were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. Committee members are expected to strictly adhere to the provisions of this Ethics Policy.

### **POLICY**

- **CONFLICT OF INTEREST.** A Committee member shall not make or influence a District decision related to: (1) any contract funded by bond proceeds, or (2) any construction project which will benefit the Committee member's outside employment, business, or a personal finance or benefit an immediate family member, such as a spouse, child or parent.

- **OUTSIDE EMPLOYMENT.** Committee members shall not use their authority over a particular matter to negotiate future employment with any person or organization that relates to: (1) any contract funded by bond proceeds, or (2) any construction project. A Committee member shall not make or influence a District decision related to any construction project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of two (2) years after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee member, such member has participated in personally and substantially. Specifically, for a period of two (2) years after leaving the Committee, a former Committee member and the companies and businesses for which the member works shall be prohibited from contracting with the District with respect to: (1) bidding on projects funded by the bond proceeds; and (2) any construction project.

- **COMMITMENT TO UPHOLD LAW.** A Committee member shall uphold the federal and California Constitutions, the laws and regulations of the United States and the State of California (particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the Alum Rock Union Elementary School District.

- **COMMITMENT TO DISTRICT.** A Committee member shall place the interests of the District above any personal or business interest of the member.

# **PROPOSED AMENDED AND RETSTATED CBOC BYLAWS**

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# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE

## ARTICLE I

### Name

The name of this Committee shall be Citizens' Bond Oversight Committee - Measures J & I (the CBOC).

## ARTICLE II

### Definitions

#### Section 1. Terms.

The following terms are defined in order to avoid the use of needlessly repetitive language, to provide clarity in understanding, and to address differences in terms that may be used in the parliamentary authority.

- A. **District.** Alum Rock Union Elementary School District.
- B. **Board.** Board means the governing board of the district.
- C. **Chair.** Chair means the presider at meetings. The term Chair is equivalent to the term president when used in the parliamentary authority.
- D. **Code.** Code means the Strict Accountability in Local School Construction Bonds Act of 2000 as codified in sections 15264 through 15288 of the California Education Code, unless a different statute is explicitly stated.
- E. **Committee.** Committee means the collective body of Members authorized to provide public oversight.
- F. **Findings.** Findings mean the determinations of the Committee with respect to facts within its jurisdiction or related to its operation.
- G. **The CBOC.** Citizens' Bond Oversight Committee
- H. **Measure(s).** Measure means the question and full text of the ordinance(s) that the voters approved at the election(s).
- I. **Member.** Member means an individual appointed by the Board who meets the eligibility requirements. The term Member is equivalent to the term Voting Member, unless a different meaning is required by the context.
- J. **Prop 39.** Prop 39 means the full text of the proposition that amended the California constitution in November 2000. Most often Prop 39 refers to the amendment as it pertains to Article XIII-A.
- K. **Resolution.** Resolution means the findings and action of the Board that placed the Measure on the ballot.



- L. **Year.** Year means the same period adopted by the Board for the annual audits required by Prop 39. (July 1 - June 30)

## **ARTICLE III**

### **Object**

The purpose of the Committee is to inform the public concerning the expenditure of bond revenues authorized by the Measure. The Committee is authorized by and governed by the Code to this purpose. The methods to achieve this goal are outlined in this document.

### **Establishment**

- The Alum Rock Union Elementary School District (the "District") was successful at the election conducted on June 3, 2008 (the "2008 Election") in obtaining authorization from the District's voters to issue up to \$179,000,000 aggregate principal amount of the District's school facilities bond ("Measure G"). A Bond Oversight Committee for Measure G has been established (the "Measure G Committee"). This measure was closed out and replaced by Measure I in 2016.
- The District was successful at the election conducted on November 6, 2012 (the "2012 Election") in obtaining authorization from the District's voters to issue up to \$125,000,000 aggregate principal amount of the District's school facilities bond ("Measure J").
- The District was successful at the election conducted on June 7, 2016 (the "2016 Election") in obtaining authorization from the District's voters to issue up to \$139,999,671.60 aggregate principal amount of the District's school facilities bond ("Measure I"). This bond was put forth to replace the unsold balance of Measure G.
- Measure J and Measure I are hereinafter referred to as the "Measures," and the 2012 Election and the 2016 Election are referred to as the "Elections." The Elections were conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 et seq. of the Education Code of the State ("Prop 39"). Pursuant to Section 15278 of the Education Code, the District is obligated to establish an Independent Citizens' Bond Oversight Committee for Measure J in order to satisfy the accountability requirements of Prop 39.
- Pursuant to action by the governing board of the District, the Independent Citizens' Bond Oversight Committee previously established for Measure G & J shall be reconstituted as a new Committee (the "Committee") which shall have the duties and rights set forth in these Bylaws with oversight responsibility for the Measures J & I.

## **ARTICLE IV**

### **Members**

**Section 1. Maximum Membership.** The Board established the Committee as seven Members. No maximum is set.

**Section 2.** Membership Eligibility and Admission Procedure. The Code governs membership categories (15282(a)) and eligibility (15282(b)). The Code has thus preempted the field with respect to the district. There is only one class of membership. The Board appoints Members to a category or at-large. A Member may not fill the role of more than one category.

**Section 3:** Orientation. The Committee wishes to review the process that the Board provides to orient Members who are appointed for the first time. The Committee wishes the Board to provide an independent orientation delivered by an unbiased provider at the district's expense.

**Section 4.** Resignation from Membership. A Member wishing to resign from the Committee shall submit the resignation in writing to the Secretary, who shall present it to the Committee for action. A resignation shall be effective when accepted by the Committee at a meeting.

**Section 5.** Vacancy. The Board is required to fill vacancies. If a change in circumstances occurs with respect to a Member's eligibility in connection with one of the five statutory categories, a vacancy exists until the Board fills the vacancy. The Committee shall make Findings if vacancies are not filled in a reasonable and timely manner.

**Section 6.** Member Roster. Applications for appointment to the district submitted to the district are public records. The Committee wishes to receive applications as they are received by the district. The Committee shall publish and post its roster in a manner that provides the public direct access to Members by e-mail, by telephone, and by postal mail. A Member may request in writing any or all contact information to be withheld from the roster. The roster shall include the statutory category and date of each Board appointment.

**Section 7.** Ethics. In addition to the statutory mandate of Code 15282(b), Members may not use membership on the Committee for the personal or political benefit of themselves, an individual, a group, a cause, or an issue without the express consent of the Committee. If any ethics issues arise, the Chair will request counsel of the CBOC independent counsel. If warranted, the committee secretary may ask the board to to remove the member.

**Section 8.** Meeting Attendance. Members are expected to attend every regular meeting. If a Member is absent from more than half of the regular meetings scheduled in a Year or if a Member is absent from three consecutive regular meetings at any time after appointment, the Secretary shall request the Board to remove the Member for dereliction of duty.

## **ARTICLE V**

### **Officers**

**Section 1.** Officers and Duties. The Officers shall be a Chair, a Vice Chair, and a Secretary. The Officers shall have all powers and perform all duties prescribed by these bylaws and by the parliamentary authority. The Officers may not delegate their powers or duties to others.

**Section 2.** Nomination Procedure, Time of Elections. Members may nominate themselves. A second to a nomination is not necessary. The Committee shall elect Officers at its first regular meeting and at its last regular meeting of each Year. The Committee may fill a vacant office at any meeting when it is on the agenda.

**Section 3.** Ballot Election, Term of Office, Removal from Office. The Officers shall be elected by paper ballot to serve for one Year or until their successors are elected. The term of office shall begin at the close of the regular meeting at which the election takes place, except in the case of filling a vacancy, when the term shall begin upon election. The Members may remove Officers from office at their pleasure as prescribed by the parliamentary authority.

**Section 4.** Office-Holding Limitations. A Member may not hold more than one office at a time. A Member should not serve more than three consecutive Years in the same office. A partial Year of more than seven months counts as a Year.

**Section 5.** Resignation from Office; Vacancy. An Officer wishing to resign from the Committee shall submit a resignation in writing to the Secretary, who shall present it to the Committee for action. An Officer may resign an office without resigning as a Member. A resignation shall be effective when accepted by the Committee at a meeting.

**Section 6.** Additional Powers and Duties. In addition to the powers and duties set out in Section 1, the Officers shall have the powers or duties designated in this section.

A. Chair

- a. **Spokesperson.** The Chair is the sole representative and spokesperson of the Committee between meetings.
- b. **Ad Hoc Subcommittees.** The Chair has the power to establish ad hoc subcommittees with a specific charge. An ad hoc subcommittee terminates automatically, if it has failed to report for ninety days, unless its term is extended by the Committee.
- c. **Appointments.** The Chair has the power to appoint the chair and members of standing or ad hoc subcommittees. When special or in-depth knowledge is helpful to carry out the charge of a subcommittee, the Chair may appoint individuals who are not Members as advisors to the subcommittee.

B. Vice Chair

- a. **Liaison.** The Vice Chair shall act as the Committee's liaison with designated district employees or agents to effectuate the work of the Committee in its oversight role, to clarify documents received by the Committee, to coordinate site inspections, to coordinate attendance at meetings by district employees or agents, to coordinate the

placement of Committee documents on the web site, to coordinate the dissemination of Committee reports, and to coordinate other matters as directed by the Committee.

- b. Audit Subcommittee. The Vice Chair shall Chair the Audit Subcommittee and shall coordinate with the designated district employee and the auditor with respect to the two required annual audits.

C. Secretary

- c. Member Roster. The Secretary shall maintain the roster.
- d. Attendance. The Secretary shall maintain an up-to-date meeting attendance record of Members.
- e. Draft Minutes. The Secretary shall prepare, and circulate to the Members and for public posting, coordinate with district support to insure minutes are drafted no later than ten days after the adjournment of a meeting, and sent to all members.

## ARTICLE VI

### Public Meetings

**Section 1.** Open Meetings. Meetings are governed by the California Open Meeting Act, also known as the Ralph M. Brown Act, these bylaws, and the parliamentary authority, in that order of precedence.

**Section 2.** Regular Meetings. The Committee shall hold regular meetings in accordance with a schedule as the Committee may adopt or alter from time to time. In the absence of a schedule, the Chair shall designate the date, time, and location of regular meetings.

**Section 3.** Special Meetings. Special meetings may be called as provided in the Ralph M. Brown Act.

The purpose of a special meeting shall be stated in the call to meeting.

**Section 4.** Quorum. A majority of the entire voting membership, inclusive of vacancies, of the Committee shall constitute a quorum.

**Section 5.** Agenda. The standard order of business is adopted. A Member may request the Secretary to place an item on the agenda for a future meeting. An Officer may request the Secretary to place an item on the agenda as a special or general order. The Secretary shall place items under the appropriate heading on the agenda that is publicly posted.

**Section 6.** Method of Notice, Time of Notice. The Chair or the Secretary shall send a reminder notice, along with a request for agenda items, not later than seven days before a meeting. Notice sent by electronic mail shall be sufficient for all purposes.

**Section 7.** Public and Public Comment. Meetings are open to the public. The public are all attendees who are not Members. Public comment at meetings is limited to five minutes per individual for general comment and five minutes per individual for the subject matter of each agenda item. The Committee, by majority vote, may extend the time limit for comment. The Committee may adopt a standing rule to limit the total time allocated to public comment.

**Section 8.** Voting and Actions. All actions taken by the Committee shall be by a majority vote of a quorum of Members present and voting. Roll call votes are not required unless required by the

Open Meeting Act or in accordance with the parliamentary authority.

## ARTICLE VII

### Public Records

**Section 1.** Public Records Act. Communications from or to a Member may be subject to public records law regardless of whether the communications pass through private accounts or devices. The Committee shall establish procedures to ensure that communications that can be readily determined to be public records are preserved. The Committee adopts the same retention rules as the Board has adopted for the district to the extent that those rules are applicable.

**Section 2.** Requests for Records. The Committee wishes the district to provide it, at the earliest reasonable time, with any requests for records that the district receives that relate to committee business and that may be in the control of a Member.

## ARTICLE VIII

### Document Review

**Section 1.** Scope. In order to review prospective expenditures, documents such as communications, memoranda, proposed agreements, or executed agreements are within the scope of the Committee's jurisdiction. The Committee shall establish the nature of the information pertaining to its jurisdiction that it wishes the district to provide. The Committee shall make Findings as to the manner, frequency, and adequacy of information delivered to it by the district.

**Section 2.** Timing of Information. In order to carry out its review authority and to protect the public's statutory remedies, the Committee wishes to receive and review information about prospective expenditures enough time in advance so as both to review the prospective expenditures and to inform the public, if the Committee finds the latter appropriate. The Committee shall make Findings as to the performance of the district in supplying the information in a timely manner.

**Section 3.** Expenditure Format and Detail. The Committee wishes to receive and review expenditure detail in the form of a spreadsheet or other common data format file, such as CSV, in addition to any other form in which the district may wish to present it. The Committee wishes to receive and review expenditure detail with a view toward simplicity and minimizing expense, such as that used in a checkbook reconciliation -- beginning balance, money in, money out, and ending balance along with payor or payee, transaction date, a description of the reason, and an account code for categorization. With experience, the Committee may establish a lower level of detail of expenditures.

## ARTICLE IX

### Reports

**Section 1.** Number of Reports. The Code requires the Committee to report to the public no less than once in each Year. The Committee may combine periodic reports into a single annual report.

**Section 2.** Dissemination of Reports. The Committee shall make Findings as to the manner, frequency, and adequacy of reporting that the Board is willing to underwrite. The Committee shall prominently feature these Findings in every report.

**Section 3.** Content of Reports. The Committee shall limit its reports to the areas over which it has jurisdiction. Committee reports may not be combined with or in any other way include publicity,

status, or other informational or promotional material. The Committee prohibits the Board, the district, and its agents from disseminating, in any manner, opinions or characterizations of reports without the following disclaimer:

"This is an opinion or characterization of the author and is not an endorsement by the ARUSD Citizens' Bond Oversight Committee."

The Committee shall make Findings with respect to any violations of this section.

**Section 4.** Notices in Reports. The Committee shall include in each report a request for the public to provide information, either publicly or confidentially, about knowledge of expenditures or practices with respect to matters over which the Committee has jurisdiction.

**Section 5.** Confidentiality. The Committee shall establish a procedure by which the public may provide it information in the nature of facts or tips in confidence. The Committee may use a closed session to receive confidential information.

**Section 6.** Appointment Process. The Committee shall make Findings about procedures, policies, and rules, or lack thereof, that the Board employs in the appointment of Members to the Committee. If the Board uses an application form, the Committee shall make Findings about the efficacy of the application, about the appropriateness of the information collected, and about the tenor or potential bias of statements on the application. The Committee shall make Findings about any criteria used in the procedures, policies, rules, or application that exceed the eligibility requirements specified in the Code or that tend to undercut the independence of the appointees.

**Section 7.** Whenever these bylaws specify Findings, a report shall include the most recent such Finding of its type.

## ARTICLE X

### Web Site

**Section 1.** Web Address. The Committee wishes the district to provide an Internet address for the Committee's site that is not subject to change and the is easily communicated. Such an address might be a subdomain of the district's primary web site. The preferred subdomain name is cboc, for example, cboc.dixonusd.org.

**Section 2.** Site Organization. The Committee wishes the district to provide a site that is used exclusively for the Committee's content and does not include content originated by the district, excepting navigational controls. The Committee wishes the district to provide an organizational framework that is easy to understand and capable of expanding over time. Once a link is established for individual site content, the Committee expects that the link will not be subject to change due to district web site reorganization.

**Section 3.** Web Content. The Committee wishes the district to update the site in a timely manner. The Committee wishes that the district will not alter, censor, or otherwise prevent the Committee's timely communications via the site.

**Section 4.** Findings. The Committee shall make Findings with respect to the adequacy, timeliness, ease of use, and technical support in connection with the Committee's site.

## ARTICLE XI



## **Subcommittees**

**Section 1.** General. The Committee may establish one or more subcommittees, each with a specific charge, to carry out the work of the Committee. The term "subcommittee" is used to distinguish it from the Committee itself. It means the same as the term "standing committee" in the parliamentary authority. The number of Members appointed to a subcommittee shall be no fewer than two and no more than one less than a majority of the entire voting membership. As distinguished from the parliamentary authority, a subcommittee's term is one Year.

**Section 2.** Audit Subcommittee. The Chair shall appoint this subcommittee no later than thirty days after the beginning of the Year. This subcommittee shall prepare or modify and then execute a plan to review the annual financial audit and the annual performance audit. This subcommittee shall recommend Findings and report to the Committee with respect to its review of the audit and the audit process within sixty days after the Committee receives the audits.

**Section 3.** Reports Subcommittee. The Chair shall appoint this subcommittee no later than thirty days after the beginning of the Year. At intervals to be determined by the Committee, this subcommittee shall recommend Findings and report to the Committee with respect to the review of the expenditures of bond revenues during each interval.

## **ARTICLE XII**

### **Standing Rules**

When the parliamentary authority is inadequate or silent on a matter of procedure, the Committee may adopt standing rules by a majority vote of a quorum of Members present and voting. A standing rule may override the parliamentary authority, but may not override these bylaws or an authority of higher precedence.

## **ARTICLE XIII**

### **Parliamentary Authority**

The procedure shall be determined by majority vote of the the committee at the meeting when officer elections occur. Those rules shall govern the Committee in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Committee may adopt.

Suggested Options:

1. The rules contained in the current edition of Robert's Rules of Order Newly Revised
2. Rosenberg's Rules of Order

## **ARTICLE XIV**

### **Amendment of Bylaws**

These bylaws may be amended at any regular meeting of the Committee by a two-thirds vote, provided that the amendment has been submitted in writing at the previous regular meeting.

Revision History: Original from Dixon USD CBOC 2017

Submitted for Board Approval: October 12, 2017

8.03

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES**

To the Superintendent of Schools:

Date: October 6, 2017

**Subject:** Amend Measure I, Phase 1 Project List to Include HVAC Projects at Ryan and Russo/McEntee Schools

**Staff Analysis:** In January 2017, the Board of Trustees approved Measure I, Phase 1 Project List. At the September 14, 2017 board meeting, staff presented an air conditioning assessment report, which revealed that Ryan Elementary School and Russo/McEntee Elementary School do not have permanent air conditioning units.

**Recommendation:** Staff recommends that the Board of Trustees approve the amended Measure I, Phase 1 Project List to include HVAC Projects at Ryan and Russo/McEntee Schools.

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

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**Recommend Approval**

8.03

Agenda Placement

  
Hilaria Bauer, Ph.D. Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_



8.04

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES**

To the Superintendent of Schools:

Date: September 21, 2017

**Subject:** Restroom and Access Upgrade Project at Mathson Middle School Notice of Completion

**Staff Analysis:** The Restroom and Access Upgrade at Mathson Middle School project is completed. To formally close the contract, a *Notice of Completion* needs to be filed with the Santa Clara County Recorder to reflect the status.

The original contract value was \$830,000.00 and the final contract value is now \$984,622.93. The increase on this project totaled to \$154,622.93, the funds are being increased via change order at the close of the project.

**Recommendation:** Staff recommends that the Board approve the Notice of Completion document with CTG Construction, Inc. dba C.T. Georgiou Painting Co., and the release of all retention monies will be issued thirty five (35) calendar days after the Notice of Completion has been recorded.

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

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**Recommend Approval**

8.04

Agenda Placement

  
Hilaria Bauer, Ph.D. Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_

After Recording, Return to:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
BONDS/FACILITIES CONSTRUCTION OFFICE  
2930 GAY AVENUE  
SAN JOSE, CA 95127

Issue Without Fee Under  
Section 6103, Government Code

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## NOTICE OF COMPLETION

**NOTICE IS HEREBY GIVEN** in accordance with the provisions of Civil Code Section 3093, the Alum Rock Union Elementary School District of Santa Clara County, State of California, acting by and through its Governing Board, entered into a contract on **May 19, 2017**, with **CTG Construction, Inc. dba C.T. Georgiou Painting Co.** whose address is at **433 Lecouvreur Ave., Wilmington, Ca 90744** for **the Restroom and Access Upgrade Project** at **Mathson Middle School** located at **2050 Kammerer Ave., San Jose, CA 95116**, County of Santa Clara, all in accordance with Plans and Specifications therefore adopted by said Governing Board and upon the terms and conditions set forth and identified by said written contract.

**NOTICE IS FURTHER GIVEN** that the work provided to be done under said contract was completed on the **26<sup>th</sup>** day of **August 2017**.

**NOTICE IS FURTHER GIVEN** that the public board for which said work was done is the Governing Board of the Alum Rock Union Elementary School District of Santa Clara County, State of California; that the name of the surety upon the Bond by said contractor pursuant to the provisions of Chapter 3, Divisions 5 of Title 1 of the Government Code is **The Ohio Casualty Insurance Company**

**DATED** this **12<sup>th</sup>** day of **October 2017**.

By: \_\_\_\_\_  
Esau Ruiz Herrera  
President, Board of Trustees

## VERIFICATION

State of California  
County of Santa Clara

Dolores Marquez, being first duly sworn, deposes and says:

That she is the Clerk of the Governing Board of the Alum Rock Union Elementary School District of Santa Clara County, State of California, and that he makes this affidavit of verification for and on behalf of the said School District and its Governing Board; that the said School District is the owner of the property described in the foregoing notice; that affiant has read the said Notice and knows the contents thereof, and the facts therein stated are true of her own knowledge, except as to those matters therein stated on her information and belief, and as to these matters, she believes it to be true.

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Dolores Marquez, Clerk, Board of Trustees

9.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: October 2, 2017

**Subject:** 2017 California Assessment of Student Performance and Progress (CAASPP)

**Staff Analysis:** The purpose of the presentation is to inform the Board of Trustees about the District's performance on the CAASPP assessments.

**Information/Presentation**

Submitted by: Iván Montes

Title: Coordinator, Academic Services

Approved by: Rene Sanchez *RS*

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**Information Only**

*9.01*  
Agenda Placement

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

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

9.02

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES**

To the Board of Trustees:

Date: September 29, 2017

Subject: **First Reading**  
**Board Policy 5145.3(a) Nondiscrimination/Harassment- Students**

Recommendation: Information/Action

Submitted by: Norma Flores **NF** Title: Director of Student Services  
Approved by: Rene Sanchez **R.S** Title: Assistant Superintendent, Academic Services

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**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 ESD**

## **Board Policy**

### **Nondiscrimination/Harassment**

BP 5145.3(a)

#### **Students**

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.6 - Identification and Education Under Section 504)

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. He/she shall report his/her findings and recommendations to the Board after each review.

(cf. 1312.3 - Uniform Complaint Procedures)  
(cf. 1330 - Use of Facilities)  
(cf. 4131 - Staff Development)  
(cf. 4231 - Staff Development)  
(cf. 4331 - Staff Development)  
(cf. 6145 - Extracurricular and Cocurricular Activities)  
(cf. 6145.2 - Athletic Competition)  
(cf. 6164.2 - Guidance/Counseling Services)

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)  
(cf. 4119.21/4219.21/4319.21 - Professional Standards)  
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)  
(cf. 5144 - Discipline)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)  
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 5145.2 - Freedom of Speech/Expression)

## Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

(cf. 3580 - District Records)

## Legal Reference:

### EDUCATION CODE

200-262.4 Prohibition of discrimination

48900.3 Suspension or expulsion for act of hate violence

48900.4 Suspension or expulsion for threats or harassment

48904 Liability of parent/guardian for willful student misconduct

48907 Student exercise of free expression

48950 Freedom of speech

48985 Translation of notices

49020-49023 Athletic programs

51500 Prohibited instruction or activity

51501 Prohibited means of instruction

60044 Prohibited instructional materials

### CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

### PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

### CODE OF REGULATIONS, TITLE 5

432 Student record

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

### UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

12101-12213 Title II equal opportunity for individuals with disabilities

### UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

### UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

### CODE OF FEDERAL REGULATIONS, TITLE 28



35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.31 Disclosure of personally identifiable information

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Final Guidance Regarding Transgender Students, Privacy, and Facilities, March 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, January 1999

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://www.firstamendmentcenter.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Policy     ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
adopted:     October 12, 2017     San Jose, California



9.03

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES**

To the Board of Trustees:

Date: September 29, 2017

Subject: **First Reading**  
**Administrative Regulation 5145.3(a) Nondiscrimination/Harassment- Students**

Recommendation: Information/Action

Submitted by: Norma Flores **NF**

Title: Director of Student Services

Approved by: Rene Sanchez **RS**

Title: Assistant Superintendent, Academic Services

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

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 ESD

## Administrative Regulation

### Nondiscrimination/Harassment

AR 5145.3(a)

#### Students

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, pregnancy, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Assistant Superintendent, Instructional Services  
2930 Gay Avenue, San Jose, CA 95127  
408 928-6800

(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 1312.3 - Uniform Complaint Procedures)

#### Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them on the district's web site and other prominent locations and providing easy access to them through district-supported social media, when available.
2. Post in a prominent and conspicuous location on the district and school web sites information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.61)

a. The name and contact information of the district's Title IX coordinator, including the phone number and email address

b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)

c. A description of how to file a complaint of noncompliance with Title IX in accordance with AR 1312.3 - Uniform Complaint Procedures, which shall include:

(1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations

(2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site

(3) A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

3. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)

4. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

(cf. 5145.6 - Parental Notifications)

5. The Superintendent or designee shall ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

6. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

7. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

8. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students' privacy rights and ensure their safety from threatened or potentially discriminatory behavior.

#### Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond

3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to students, parents/guardians, and the community

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that he/she knew was not true

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

#### Process for Initiating and Responding to Complaints

Any student who feels that he/she has been subjected to unlawful discrimination described above or in district policy is strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, any student who observes any such incident is strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a verbal report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, he/she shall make a note of the report and encourage the student or parent/guardian to file the complaint in writing, pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Once notified verbally or in writing, the principal or compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

### Transgender and Gender-Nonconforming Students

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense of his/her gender, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity is different from the gender he/she was assigned at birth.

Regardless of whether they are sexual in nature, acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with his/her gender identity
2. Disciplining or disparaging a student or excluding him/her from participating in activities for behavior or appearance that is consistent with his/her gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable
3. Blocking a student's entry to the bathroom that corresponds to his/her gender identity
4. Taunting a student because he/she participates in an athletic activity more typically favored by a student of the other sex



5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information, without the student's consent

6. Use of gender-specific slurs

7. Physical assault of a student motivated by hostility toward him/her because of his/her gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. Right to privacy: A student's transgender or gender-nonconforming status is his/her private information and the district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. Determining a Student's Gender Identity: The compliance officer shall accept the student's assertion of his/her gender identity and begin to treat the student consistent with his/her gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.

3. Addressing a Student's Transition Needs: The compliance officer shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify and develop strategies for ensuring that the student's access to education programs and activities is maintained. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action could be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting his/her educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. Accessibility to Sex-Segregated Facilities, Programs, and Activities: When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, access to a staff member's office, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because he/she is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)



5. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents. Such preferred name may be added to the student's record and official documents as permitted by law.

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying district policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code)

Regulation ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Adopted: October 12, 2017

San Jose, California

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

9.04

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES**

To the Board of Trustees:

Date: September 29, 2017

Subject: **First Reading**  
**Board Policy 5146(a) Married/Pregnant/Parenting Students**

Recommendation: Information/Action

Submitted by: Norma Flores *NE* Title: Director of Student Services  
Approved by: Rene Sanchez *RS* Title: Assistant Superintendent, Academic Services

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

*9.04*  
Agenda Placement

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

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

# **Alum Rock Union ESD**

## **Board Policy**

**Students**

BP 5146(a)

### **MARRIED/PREGNANT/PARENTING STUDENTS**

The Governing Board recognizes that early marriage, pregnancy, or parenting and related responsibilities may disrupt a student's education and increase the chance of a student dropping out of school. The Board therefore desires to support married, pregnant, and parenting students to continue their education, attain strong academic and parenting skills, and promote the healthy development of their children.

*(cf. 5113.1 - Chronic Absence and Truancy)*  
*(cf. 5147 - Dropout Prevention)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6146.1 - High School Graduation Requirements)*  
*(cf. 6146.11 - Alternative Credits Toward Graduation)*  
*(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)*  
*(cf. 6164.5 - Student Success Teams)*

The district shall not discriminate against any student on the basis of the student's marital status, pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. (Education Code 230; 34 CFR 106.40)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

For school-related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years old, even if the marriage has been dissolved. (Family Code 7002)

### **Education and Support Services for Pregnant and Parenting Students**

Pregnant and parenting students shall retain the right to participate in any comprehensive school or educational alternative program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or his/her child.

*(cf. 6158 - Independent Study)*  
*(cf. 6181 - Alternative Schools/Programs of Choice)*  
*(cf. 6184 - Continuation Education)*  
*(cf. 6200 - Adult Education)*

Any education program or activity that is offered separately to pregnant students, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (5 CCR 4950)

## **MARRIED/PREGNANT/PARENTING STUDENTS (continued)**

*(cf. 6142.7 - Physical Education and Activity)*

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

As required for other students with physical or emotional conditions or temporary disabilities, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician indicating that the student is physically and emotionally able to participate in an educational program or activity. (34 CFR 106.40)

To the extent feasible, educational and related support services shall be provided, either through the district or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Academic and personal counseling

*(cf. 6164.2 - Guidance/Counseling Services)*

2. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

*(cf. 6179 - Supplemental Instruction)*

### **Absences**

Pregnant or parenting students may be excused for absences related to confidential medical appointments in accordance with BP/AR 5113 - Absences and Excuses.

*(cf. 5113 - Absences and Excuses)*

The Superintendent or designee shall grant a student a leave of absence due to pregnancy, childbirth, false pregnancy, termination of pregnancy, and related recovery for as long as it is deemed medically necessary by a physician. At the conclusion of the leave, the student shall be reinstated to the status held when the leave began. (34 CFR 106.40)

*(cf. 5112.3 - Student Leave of Absence)*

A parenting student may request exemption from attendance because of personal services that must be rendered to a dependent.

*(cf. 5112.1 - Exemptions from Attendance)*

## **MARRIED/PREGNANT/PARENTING STUDENTS (continued)**

### **Reasonable Accommodations**

When necessary, the district shall provide reasonable accommodations to pregnant and parenting students to enable them to access the educational program.

A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)

*(cf. 6183 - Home and Hospital Instruction)*

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
3. Access to a power source for a breast pump or any other equipment used to express breast milk
4. Access to a place to store expressed breast milk safely
5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

### **Complaints**

Any complaint of discrimination on the basis of pregnancy or marital or parental status shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4687 and BP/AR 1312.3 - Uniform Complaint Procedures.

*(cf. 1312.3 - Uniform Complaint Procedures)*

Any complaint alleging district noncompliance with the requirements to provide reasonable accommodations for lactating students also may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or the CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 222; 5 CCR 4600-4687)

## **MARRIED/PREGNANT/PARENTING STUDENTS (continued)**

### **Program Evaluation**

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on participation rates in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

*(cf. 0500 - Accountability)*

*(cf. 6162.5 - Student Assessment)*

#### *Legal Reference:*

##### EDUCATION CODE

222 Reasonable accommodations; lactating students

230 Sex discrimination

8200-8498 Child Care and Development Services Act

48205 Excused absences

48220 Compulsory education requirement

48410 Persons exempted from continuation classes

49553 Nutrition supplements for pregnant/lactating students

51220.5 Parenting skills and education

51745 Independent study

52610.5 Enrollment of pregnant and parenting students in adult education

##### CIVIL CODE

51 Unruh Civil Rights Act

##### FAMILY CODE

7002 Description of emancipated minor

##### HEALTH AND SAFETY CODE

104460 Tobacco prevention services for pregnant and parenting students

##### CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4950 Nondiscrimination, marital and parental status

##### CODE OF REGULATIONS, TITLE 22

101151-101239.2 General licensing requirements for child care centers

101351-101439.1 Infant care centers

##### UNITED STATES CODE, TITLE 20

1681-1688 Title IX, Education Act Amendments

##### UNITED STATES CODE, TITLE 42

1786 Special supplemental nutrition program for women, infants, and children

##### CODE OF FEDERAL REGULATIONS, TITLE 7

246.1-246.28 Special supplemental nutrition program for women, infants, and children

##### CODE OF FEDERAL REGULATIONS, TITLE 34

106.40 Marital or parental status

##### ATTORNEY GENERAL OPINIONS

87 Ops.Cal.Atty.Gen. 168 (2004)

##### COURT DECISIONS

American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307

BP 5146(e)

**MARRIED/PREGNANT/PARENTING STUDENTS (continued)**

*Management Resources:*

CALIFORNIA WOMEN'S LAW CENTER PUBLICATIONS

Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements

Pregnant Students and Confidential Medical Services

The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, rev. June 2013

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

California Women's Law Center: <http://www.cwlc.org/resources>

U.S. Department of Agriculture, Women, Infants, and Children Program: <http://www.fns.usda.gov/wic>

U.S. Department of Education: <http://www.ed.gov>

Policy  
adopted: October 12, 2017

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
San Jose, California

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

10.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: **Information Regarding Resignations**

Staff Analysis:

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

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

To the Board of Trustees:  
**Information Only**

Meeting:

October 12, 2017  
Regular Board Meeting

10.01  
Agenda Placement

Hilaria Bauer  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_



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

**October 12, 2017**

**CLASSIFIED RESIGNATIONS:**

**I. Resignations:**

1. Banuelos, Christina Lynn	Autism Intervention Assistant/Lyndale	10/11/17
2. Chacko, Vins Pulickal	Tech Support Specialist/ITSS	09/25/17
3. Esquivel, Dolores	Child Nutrition Assistant II/L.U.C.H.A	09/14/17
4. Valdez, John Anthony	Paraeducator Special Education II/Ocala	10/10/17
5. Vedagiri, Radha Mallik	Campus Paraeducator/Dorsa	09/11/17

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

11.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: October 4, 2017

**Subject:** Conditional Approval Letter from Santa Clara County Office of Education (SCCOE)

**Staff Analysis:** Staff will present a summary of the conditional budget approval letter from the Santa Clara County Office of Education (SCCOE).

*\*INFORMATION \**

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

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**INFORMATION**

11.01  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_



## Santa Clara County Office of Education

Jon R. Gundry  
County Superintendent of Schools

September 15, 2017

Mr. Esau Ruiz Herrera, Board President  
Alum Rock Union Elementary School District  
2930 Gay Avenue  
San Jose, CA 95127

Dear Mr. Herrera:

Subject: Conditional Approval the 2017-18 Adopted Budget and Local Control Accountability Plan

In accordance with Education Code (EC) Sections 42127 and 52070, the Santa Clara County Office of Education (SCCOE)/Santa Clara County Superintendent of Schools (County Superintendent) has completed a review of the Alum Rock Union Elementary School District's (District) 2017-18 Budget and Local Control Accountability Plan (LCAP). That review has resulted in a "conditional approval" as authorized by EC 42127(d)(1).

### Background

Annually, the County Superintendent/County Office is to review and approve, conditionally approve or disapprove the District's annual budget by September 15. The following are the critical items that the County Office has to consider:

- The budget report complies with the criteria and standards established pursuant to EC 33127.
- The adopted budget will allow the district to meet its financial obligations during the fiscal year and is consistent with a financial plan that will enable the district to satisfy its multi-year financial commitments.
- The LCAP and annual update adhere to the template adopted by the state board pursuant to EC 52064.
- The budget for the applicable fiscal year adopted by the district includes expenditures sufficient to implement the specific actions and strategies included in the LCAP adopted by the district, based on the projections of the costs included in the plan, and other factors such as audit reports pursuant to EC 42127.
- The LCAP and annual update to the LCAP adhere to the expenditure requirements adopted pursuant to EC 42238.07, and Title 5, CCR Sections 15494-15497.5 (Appendix G), for funds apportioned on the basis of the number and concentration of unduplicated pupils pursuant to EC 42238.02 and 42238.03.

Based on the analysis performed by staff, the fiscal year 2017 - 18 Adopted Budget and LCAP has been conditionally approved by the county superintendent. Per EC section 42127.4, for a conditionally approved budget, until a school district receives approval of its budget, the district shall

continue to operate on the basis of whichever of the following budgets contains a lower total spending authority:

1. The last budget adopted or revised by the governing board of the school district for the prior fiscal year
2. The unapproved budget for the current fiscal year, as adopted and revised by the governing board of the school district.

#### **Conditional Approval**

EC 42127(c)(2) provides that the county superintendent of schools shall either conditionally approve or disapprove a budget that does not provide adequate assurance that the school district will meet its current and future obligations. It also provides for the County Superintendent to consider additional factors such as reports containing evidence that the school district is showing fiscal distress and/or displays a number of common predictors that a school district needs intervention, as determined by the Fiscal Crisis and Management Assistance Team (FCMAT) (see Attachment A).

Some additional issues listed below, while individually may not be deemed sufficient cause for a conditional approval, however, the on-going and unresolved cash accounting issues coupled with concerns raised in the FCMAT report dated June 9, 2017 result in this conditional approval. The FCMAT report identifies weaknesses in the control environment and issues with governance. Board governance concerns include, but are not limited to:

- micro-management of staff and decision-making;
- an erosion of public confidence in the Board's ability to make sound, ethical decisions, especially in the management of the Bond program.

In reviewing the FY 2017-18 budget, the County Office identified several areas of concern relating to the assumptions used in developing the District's multi-year budget. Besides requesting clarity on these assumptions, we also noted that there are deficit spending and uncertainty on the source of funds to service non-voter approved long-term debt. These items are summarized below.

#### **Cash and Deficit Spending**

During the review process, the district indicated that Estimated Actuals for the prior fiscal year (2016-17) would result in a deficit totaling \$10.7 million while the current fiscal year 2017-18 proposed budget projects an additional \$10.2 million deficit, potentially depleting the District's reserves by \$20.9 million.

	Estimated Actuals 2016-2017	*2017-18	*2018-19	*2019-20
Revenues	\$134,624,892	\$128,449,571	\$133,145,276	\$131,256,587
Expenditures	\$145,077,285	\$138,692,460	\$134,280,580	\$134,184,379
Increase/(Decrease) in Fund Balance	(\$10.7)M	(\$10.2)M	(\$1.1)M	(\$2.9)M
Available Reserves		5.19%	5.26%	3.08%

*\*2017-2018 MYP Projections Report*

Although the adopted budget projects that the District will be able to meet its minimum reserve requirement in all three years, we continue to be unclear of the District's cash position and are concerned with the District's trend of depleting available reserves. Since information on available cash is important to solvency and the warrant processing function, we need the District to provide clarity on its cash position with up-to-date cash reconciliations. Requests that the District prepare timely reconciliations of its book's cash to those of the County Treasury were made multiple times via communications from the County Office during this past fiscal year. Delays in providing these monthly reports are recurring. As of September 2017, the District has provided the County Office with cash reconciliation reports up to the month of May 2017. Notwithstanding the issue of preparing the monthly cash reconciliation timely, we are especially concerned that large and long outstanding reconciling items, aged up to three years, are not being cleared timely. Further, the District needs to determine how these reconciling cash amounts impact the planning of its sources and uses of cash in its cash flow reporting. Catching up on its monthly cash reconciliations and using these updated numbers in its cash flow reports remain an area of deficiency for the District and needs to be fully addressed before the District's 2017-18 Budget is approved.

#### **Multi-year Budgeting**

Our review of the underlying assumptions used to project certain expenditures indicate that some amounts may be understated.

- CalPERS or CalSTRS rates – It is unclear whether the district used the correct CalPERS or CalSTRS rates for budget projection or whether there was a misclassification of wages subject to CalPERS and CalSTRS. Therefore, we ask that the District review its fiscal year 2017-18, 2018-19, and 2019-20 budget (object code 3000-3999) to ensure that it reflects the correct rates and expenditures. Please provide us with any updated and/or revised projections at your First Interim Financial Report submission.
- Capital Outlay Expenditure - During the last three fiscal years, capital outlay expenditures for the district averaged just above \$1.3 million per year; however, capital outlay expenditure projections are presented as \$455,000 for each of the three years in the district's multi-year budget. Therefore, we ask the District to provide us with the detailed basis or rationale for these significantly lower projections.

#### **Long-Term Non-voter Approved Debt**

Over the past fiscal year, the County Office staff have requested information relating to the use of funds for all non-voter approved debt, including a \$25 million certificate of participation (COP) that was issued in 2010 for which most of the interest was covered by a Federal Qualified School Construction Bond. Repayment of principal began June 2016 and there are plans to use voter approved general obligation bond proceeds for payment of the remaining balance on the non-voter approved COP. Therefore, we are also requesting information on proceeds from the sale of a \$35 million general obligation bond that is included in the 2017-18 building fund budget, and how these funds or other bond proceeds might be used beyond the servicing of the COP.

**Collective Bargaining Disclosures**

Information reflected in the District's adopted budget indicates that certificated and classified labor negotiations for fiscal year 2017-18 are settled. The costs of these potential agreements were not previously submitted to our office for review prior to the Governing Board's approval. When any collective bargaining settlements are reached, we advise districts to carefully determine the impact of any related potential costs on its ability to maintain the minimum level of required reserves. Please be reminded of the public disclosure requirements that districts must follow prior to the Governing Board approving any proposed bargaining agreement, as well as the requirement to submit timely budget adjustments necessary to fulfill the terms of an agreement. Going forward, as the District considers future collective bargaining agreements, we request that the District provide the county office with the appropriate disclosures prior to board approval.

**Conclusion**

By October 8, 2017, except as otherwise provided above, please take the following actions or provide the requested information for further analysis by the county office of education to determine whether the budget, with any revisions, should be approved or disapproved:

- a. Report quarterly the current status of planned action(s) for each recommendation of the FCMAT audit dated June 9, 2017.
- b. Clearance of the budget assumptions that appear to be understated.
- c. Preparation of the monthly cash reconciliation by each monthly due date.
- d. Preparation of a cash flow report for the current fiscal year that utilizes the ending cash balance from the June 30<sup>th</sup> monthly cash reconciliation as verified by a third party auditor retained by the District and approved by the County Office of Education.
- e. Preparation of the debt service plan for non-voter approved debt that present the source of funds for the full repayment period.

We are committed to working closely with the Alum Rock School District to support your efforts to maintain a sound financial status. We appreciate the time and effort that will be placed into closing the open items from the FCMAT report as well as the management of cash and non-voter approved debt. We look forward to working with the District as you implement the recommendations outlined above. Should you have any questions concerning this review, please do not hesitate to contact me.

Sincerely,



Megan K. Reilly  
Chief Business Officer  
(408) 453-6832

Attachment A: FCMAT Indicators

**Board President, Alum Rock Union Elementary School District**  
**Page 5**

**cc: Members of the Board, Alum Rock Union Elementary School District**  
**Hilaria Bauer, Ed. D., Superintendent, Alum Rock Union Elementary School District**  
**Kolvira Chheng, Chief Business Officer, Alum Rock Union Elementary School District**  
**Carlos Moran, Director, State & Federal Programs, Alum Rock Union Elementary School District**  
**Jon R. Gundry, County Superintendent of Schools, Santa Clara County Office of Education**  
**Jeanette Rodriguez-Chien, Ed. D., Chief Academic Officer, Santa Clara County Office of Education**  
**Judy Lee Kershaw, Director - District Business and Advisory Services, Santa Clara County Office of Education**  
**Anita Maharaj, District Business Advisor, Santa Clara County Office of Education**



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

Office of Superintendent of Schools

12.01

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

October 4, 2017

**Subject:**

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

- July 13, 2017, Regular Board Meeting

**Recommend Approval**

Submitted by: Hilaria Bauer

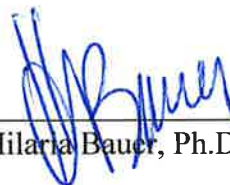
Title: Superintendent

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**Recommend Approval**

12.01  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_

Not Approved: \_\_\_\_\_

Tabled: \_\_\_\_\_

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

**MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES  
of the Alum Rock Union School District  
Held on Thursday, July 13, 2017, 5:30 p.m. at the Alum Rock Union School  
District Office Board Room, 2930 Gay Avenue, San Jose, CA 95127  
Meeting #01-17/18**

**1. OPEN SESSION**

**1.01 Call to Order / Roll Call**

President Khanh Tran welcomed everyone in the audience and led the Pledge of Allegiance. President Khanh Tran called the Board Meeting to order at 5:36 p.m. followed by Roll Call.

Board Members Present:

Khanh Tran	President
Andrés Quintero	Vice-President
Esau Ruiz Herrera	Member
Karen Martinez	Member

Board Members Absent:

Dolores Marquez-Frausto	Clerk
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Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Kolvira Chheng	Assistant Superintendent, Business Services
Marie Sanchez	Sr. Executive Assistant, Superintendent's Office
Angel Rodriguez	Executive Assistant/Communications Support
April Ramirez	Executive Assistant, Human Resources

President Khanh Tran announced that he was moving some agenda items up prior to Closed Session. The first item would be ***Agenda Item 2.01 Presentation/Report Update from Superintendent Jon Gundry, Santa Clara Office of Education.***

## 2. SPECIAL PRESENTATION

### 2.01 Presentation/Report Update

Superintendent Hilaria Bauer introduced Superintendent Jon Gundry, Santa Clara County Office of Education.

Superintendent Jon Gundry, Santa Clara County Office of Education, reported that he would be presenting an overview of an audit report written by the California Fiscal Crisis and Management Assistance Team, known as FCMAT. Superintendent Jon Gundry reported that copies of the report were made available to the audience in English and Spanish.

He reported that on October 16, 2016, he received a complaint that there were a number of financial and contractual irregularities that could potentially be considered fraud, misappropriation of funds, or some other illegal practice associated with the use of bond funds intended to make repairs and new construction in the District.

Superintendent Jon Gundry reported that the first allegation was that the contractor, the Del Terra Group, billed the District for work not performed. The second allegation was that Del Terra double-billed the District by billing for program management and then billing again for construction management. This created a situation in which Del Terra was hired in a second contract to oversee the work they were doing under the first contract. He stated that as County Superintendent, it is his responsibility to follow up on such complaints, and for that reason, he engaged FCMAT to investigate the allegations. FCMAT produced their final report on June 9, 2017. He clarified that he did not conduct the audit, nor did he make any of the recommendations contained in the report. His only role was limited to ordering the audit, making a recommendation to the State Superintendent of Schools regarding the fiscal independence of the District, and reporting the findings of the audit at this meeting. He stated that neither FCMAT or himself has the authority to enforce any of the recommendations contained in the report. Whether the District chooses to adopt the recommendations contained in this report, it is in the hands of the Alum Rock School District Governing Board.

Superintendent Jon Gundry briefly spoke on the following:

#### **Contract Issues**

Superintendent Jon Gundry stated that one of the most significant findings of the audit is that the contract language used in the various contracts with Del Terra is not standard to the construction industry. The report states that the contract language is, ***“highly unusual in a program of this kind, and does not allow for the adequate oversight and accountability of the contractor of the District and for the use of public funds”*** (page 27). It also states that, ***“the lack of accountability over the contractor has partly prompted the allegations of fraud and erodes public trust in the District’s ability to spend public funds prudently and legally”*** (page 20).

## **2. SPECIAL PRESENTATION (*continued*)**

### **2.01 Presentation/Report Update**

Superintendent Jon Gundry reported that FCMAT reviewed the District's Board Policies and Administrative Regulations regarding construction contracts and found that the District's policies and regulations met industry standards.

#### **Contract Issues**

Superintendent Jon Gundry reported that because of the large amounts of money that are typically spent in a Bond Program, a Citizen's Oversight Committee (COC) is required by law to add an additional layer of accountability for the expenditure of public money.

#### **Role of the Board**

Superintendent Jon Gundry reported that the FCMAT Report was very clear that the responsibility for the lack of accountability for Del Terra lies with the Governing Board. He reported that typically members of a Governing Board do not involve themselves in the administration of construction contracts – they leave that to the District staff; however, in this case, the report states that some members of the Board were personally involved with the bidding and contract management of the Del Terra contracts.

#### **Role of the Staff**

Superintendent Jon Gundry reported that the lack of operational experience was compounded by the culture of fear and intimidation that surrounded any business dealings with Del Terra. The staff dealt with all other contractors according to Board Policy and the District's Administrative Regulations. In this case, Del Terra was different due to the involvement of Board Members.

#### **Recommendations**

Superintendent Jon Gundry reported that there are more than 60 recommendations contained in the report which could be used as a plan for moving forward with proper oversight of the remaining bond projects. He stated that all of the recommendations should be seriously considered. He only highlighted 5 of the 60 recommendations.

1. Require all project files and documents to be immediately turned over to the District in an organized fashion
2. Renegotiate the program management contracts
3. Enforce all aspects of the contract scope of work
4. Empower an independent Citizen's Oversight Committee (COC)
5. Terminate the construction management contract with Del Terra in order to end the practice of having Del Terra oversee its own work. Payments made to Del Terra should be scrutinized in order to determine if overpayments have been made

## **2. SPECIAL PRESENTATION *(continued)***

### **2.01 Presentation/Report Update**

#### **Conclusion**

Superintendent Jon Gundry reported that as County Superintendent, it is not his role to determine whether fraud has occurred or not. His responsibility under these circumstances is to refer this FCMAT report to the Santa Clara County District Attorney for further inquiry, which he has already done.

Lastly, Superintendent Jon Gundry urged the Board to work cooperatively with Superintendent Hilaria Bauer, District Staff, the Citizen's Oversight Committee, and the County Office of Education to ensure that all future Bond Projects are high quality and that public monies are spent in a transparent manner that benefits the Alum Rock Community, and most importantly, the children who attend the schools.

Superintendent Jon Gundry commented that he has confidence in Alum Rock and has given much support to this district. He highlighted the Cinema and the STEAM Academy Projects. Superintendent Jon Gundry stated that being fiscally independent does not mean the County Office makes any fiscal decisions for the District, but will only run the finances through their system. The transition will take approximately one year. He did comment that in the 25 years this law has been in place, this will be the first time any District has resisted!

#### **Public Comments:**

1. Female speaker (no name given): A community member that wanted to know which Board Members had received the contributions?
2. Ray Mueller: COC Chair, gave thanks to Superintendent Gundry for his report on the FCMAT findings. He asked if the SCCOE could provide support and training to the COC?
3. Jocelyn Merz: AREA President commented that she is happy that Alum Rock will be under the SCCOE for fiscal dependency since AREA has had consistent issues with payroll throughout the years
4. Female speaker (no name given): A community member that commented that all schools should have air conditioning and the basic needs to be in safe schools. She commented that she felt the Board controlled the Bonds Committee.
5. Alison Cingolani: Russo/McEntee parent gave thanks to Superintendent Jon Gundry for his report on the FCMAT findings.

## **2. SPECIAL PRESENTATION *(continued)***

### **2.01 Presentation/Report Update**

#### **Board Comments:**

Member Esau Ruiz Herrera gave thanks to Superintendent Jon Gundry for his report on the FCMAT findings. He welcomes the assistance from the County Office. He stated that he, personally, takes the recommendations seriously; however, he was concerned and disappointed in the tone of the FCMAT report. He noted that there was not one finding that there had been any fraud or malice in the bond project. He commented that he is aware that the Board is required by law to provide an official response to the County Office within the next two weeks.

Vice-President Andrés Quintero commented that he was the Board Member that did not support the Del Terra contract back in November/December and continues to not support it.

President Khanh Tran stated that back in January, we did post the position for Internal Auditor; however, the SCCOE Superintendent requested to Superintendent Hilaria Bauer to hold off on this posting.

#### **Additional Public Comments:**

1. Richard Alvarez: Member from the Bond, Facility, and Finance Committee reported that a representative from Del Terra had been present at every one of their committee meetings and he felt they had been transparent.
2. Chris Ron Lieu: Attorney from the Austin & Bird Law Firm representing Del Terra reported that there are several errors in the FCMAT report. He reported that many allegations have been made about Del Terra during the preceding months; however, no one from the SCCOE, the District, or FCMAT investigators have attempted to directly communicate with Mr. Luis Rojas, President and CEO of Del Terra, to discuss the numerous unsubstantiated and false allegations which have been leveled against them. He said that Del Terra welcomes the District Attorney to do an investigation.
3. Alison Cingolani: Parent from Russo/McEntee asked administration if the report was being translated into Spanish and Vietnamese. Superintendent Hilaria Bauer replied with a yes.
4. Jaime Perez: Russo/McEntee parent that commented that he was a returning parent to this District. He commented to the Board that they are supposed to be accountable. Our buildings stink, his son has to bring his own baby wipes. The District is falling apart!
5. Female speaker (no name given): Somos parent that commented about parent participation and engagement. The District needs sound fiscal management – all the money we are spending on legal fees, it is money that is being taken from our students!



## **2. SPECIAL PRESENTATION *(continued)***

### **2.01 Presentation/Report Update**

Additional Public Comments:

6. Niche Dominguez: Parent that commented that the District needs a Board to trust. We are supposed to be here for the student. Our students are our future!

## **7. COMMENTS AND COMMUNICATION**

### **7.01 Teamsters**

There were no representatives from Teamsters at this time.

### **7.02 CSEA**

There were no representatives from CSEA at this time.

### **7.03 Alum Rock Administrator's Association (ARAA)**

Raquel Katz, Ryan Principal, and Maria Martinez, Vice-Principal at Adelante 1, spoke about the great leadership of Superintendent Hilaria Bauer. Raquel Katz commented that Superintendent Hilaria Bauer has made our students, community, and educators feel empowered in a time that we needed it the most – our parents and community trust her. Maria Martinez gave special thanks to Superintendent Hilaria Bauer for giving her support and believing in her.

### **7.04 Alum Rock Educator's Association (AREA)**

Jocelyn Merz, AREA President, commented that Human Resources has been operating in a very dysfunctional manner for many, many years now. She has never received as many complaints as she has this past year. The District has spent close to \$700,000 in legal fees and almost half of that just to help with the Human Resources Department. She did give special credit to Ms. Irma Barahona for her professionalism. She asked the Board to please accept the Superintendent's recommendation when discussing and taking action for the positions of Interim Assistant Superintendent and Director of Human Resources. Human Resources is the "hub" of the District. We all need to work together!

### **7.05 Superintendent**

Superintendent Hilaria Bauer stated that one of the best things about Alum Rock was that we are a family and one of the worst things is sometimes we act like a family. We need to allow each other some space and opportunity to be compassionate with each other...whether



## **7. COMMENTS AND COMMUNICATION *(continued)***

### **7.05 Superintendent**

we agree or not agree with something, we are all family. At the end of the day, we have to think we are all acting with the best of intention and we need to look at how we are going to solve the problem. We need to be resilient and mindful because at the end of the day, all we have is each other. Superintendent Hilaria Bauer gave special thanks to the Board for giving her an opportunity to serve the Alum Rock community.

There was standing ovation by the audience!

## **4. RECONVENE TO OPEN SESSION**

### **4.03 Agenda Review and Adoption**

Trustee Karen Martinez asked to move *Agenda Items 13.01 through 12.12 after Closed Session*. These agenda items included the following:

- 13.01 The Board will review and discuss the contract for Fagen Friedman and Fulfrost***
- 13.02 Termination of the Mathson Fire Emergency***
- 13.03 Legal Counsel Annual Budget Expenditure***
- 13.04 Board will discuss the possible Termination of the Rehon & Roberts Contract***
- 13.05 An Update on the Board's Request for a Facilities Assessment***
- 13.06 Board Retreat Update***
- 13.07 The appropriate roles of the Board President, Vice-President, Clerk, and other Trustees***
- 13.08 Reconstitute the Bond, Facilities, and Finance Committee***
- 13.09 Reprioritization of Alum Rock Union School District's Bond Projects***
- 13.10 Program and Construction Management Agreement for Measure I-Terminate Contract***
- 13.11 Construction Management Agreement, Measure J-Terminate Contract***
- 13.12 Program Management Agreement, Measure J-Terminate Contract***

***MOTION #01-01 by Trustee Karen Martinez to accept and approve the agenda as amended. There was no second made to this motion.***

***MOTION #01-01 carried with a vote of 4 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and no abstension.***

## **6. PUBLIC HEARING**

### **6.01 Public Hearing: Disclosure of major provisions of the Collective Bargaining Agreement with CSEA**

Superintendent Hilaria Bauer read the Public Hearing to the audience.

President Khanh Tran opened the Public Hearing at 7:18 p.m.

## **1. OPEN SESSION *(continued)***

### **1.02 Announcement and Public Comment Regarding Items to be Discussed in Closed Session**

Superintendent Hilaria Bauer announced the items that would be discussed in Closed Session.

President Khanh Tran stated that public comments would be limited only to 1.5 minutes per speaker.

Public Comments:

- 1) Ray Mueller and Laura Aguirre – COC Chair and Community Member who thanked Superintendent Hilaria Bauer for ‘healing the District’. They both commented that Superintendent Hilaria Bauer makes the Board look good!
- 2) Alison Cingolani - Russo/McEntee parent who commented that it is clear how much support Superintendent Hilaria Bauer has and we have seen the programs she has brought to the District. She also commented that she certainly hopes that the Board can take into account the broad support of this community.
- 3) Maria Martinez -- Parent and community member that commented that she has been present at various board meetings and has heard about the loss of money due to lack of enrollment. She commented that some of the Board Members say that parents do not know how to read budgets and contracts, but the Board Members are wrong – parents have learned to read budgets and contracts! Lastly, she commented that the Board needs to understand their role as Board Members!
- 4) Mr. Bejarano – Sheppard parent that commented that Superintendent Hilaria Bauer has provided true leadership and has stood as a champion...we stand behind her...just as you are evaluating her...we are evaluating you!
- 5) Camille Fontanilla – Somos Mayfair Director stated that this community is here to tell the Board that it is the passion that this community has when disrespect is shown to the community – then disrespect is shown back! She also commented that the official statement we are prepared to make is that we believe parents and community members have the right to hold people accountable.

## 1. OPEN SESSION (*continued*)

### 1.02 Announcement and Public Comment Regarding Items to be Discussed in Closed Session

- 6) Flor de Leon – President of the District Advisory Committee commented that she really cares about the students—she wants to see the District make better decisions for the better—we need to start talking better about our students’ education, how we are going to keep our teachers... she commented that she will do her best to be present at the board meetings and hopefully the Board will listen to her voice and maybe invite community members to have dialogue.
- 7) Sharon Fontaine – CSEA President stated that she was also in agreement with what President Jocelyn Merz had commented on. CSEA is in full agreement and support of the Superintendent’s recommendation for the Human Resources Interim Assistant Superintendent and the Director of Human Resources. She also gave thanks to the Board for considering their agreement.

### 1.03 The Board Will Adjourn to Closed Session

The Board recessed to Closed Session at 7:38 p.m. President Khanh Tran announced that the Board would reconvene to Open Session at approximately 8:30 p.m.

## 4. RECONVENE TO OPEN SESSION

### 4.01 Call to Order / Pledge of Allegiance

The Board reconvened to Open Session at 9:26 p.m. President Khanh Tran welcomed everyone.

Superintendent Hilaria Bauer reported that the Board and she were able to agree to the process that would be used to follow for her evaluation.

### 4.02 Report of Action Taken in Closed Session

Superintendent Hilaria Bauer reported that the Board took action *under Agenda Item 3.04 Conference with Legal Counsel—Anticipated Litigation by a vote of 4 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and no abstention, to approve a settlement agreement with CTG Construction.* The major provisions of the agreement are the following:

1. CTG will be permitted to withdraw its bid on the Mathson Multi-Purpose Project;
2. Nonetheless, CTG shall, without compensation, perform and complete exterior paint and signage on Mathson Middle School, which is valued at \$150,000, as specified in CTG’s bid of the Mathson Multi-Purpose Project
3. CTG shall perform work on the Mathson restroom project in accordance with its bid on that project

#### **4. RECONVENE TO OPEN SESSION *(continued)***

##### **4.02 Report of Action Taken in Closed Session**

4. CTG shall pay the District \$10,000 for District's attorney fees and administrative staff's time incurred in connection with the District permitting CTG to withdraw its bid on the Mathson Multi-Purpose Project; and
5. CTG agrees not to submit a bid for the Mathson Multi-Purpose Project if, and when, the bid for that project, is issued or reissued by the District

*Superintendent Hilaria Bauer reported that under **Agenda Item 3.05, the Board took action to appoint Ms. Doris Lopez as the next Payroll Manager effective August 14, 2017. The vote carried with 4 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and no opposition.***

*The Board took action to appoint Mr. Jonathan Natividad as Interim Elementary Principal at Hubbard due to a resignation, effective July 14, 2017. The vote carried with a vote of 4 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.*

*The Board took action to appoint Mr. Carlos Moran as the Director of Human Resources at the District Office effective July 17, 2017. The vote carried with a vote of 4 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.*

*The Board took action to appoint Mr. Jess Serna as the Interim Assistant Superintendent of Human Resources effective July 17, 2017. The vote carried with a vote of 3 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and 1 abstention.*

#### **5. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD**

##### **5.01 Public Members who wish to Address the Board**

- 1) Ray Mueller – COC Chair commented that he would like to request the Bond, Facilities, and Finance Committee be held at a later time when community members can attend. He also commented that he would like the Board to consider having Closed Session the day prior to all scheduled Board Meetings in order to accommodate everyone.

#### **13. SUPERINTENDENT / BOARD BUSINESS**

##### **13.01 The Board will review and discuss the Contract for Fagen Friedman and Fulfrost**

**13. SUPERINTENDENT / BOARD BUSINESS** *(continued)*

**13.01 The Board will review and discuss the Contract for Fagen Friedman and Fulfrost**

**MOTION #01-02 by President Khanh Tran to table this agenda item until the next regular board meeting. MOTION #01-02 was seconded by Member Esau Herrera.**

Public Comment: Jocelyn Merz asked about putting a cap on the contract.

***MOTION #01-02 carried with a vote of 3 in favor; 1 opposition (Vice-President Andrés Quintero); 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

**13.02 Termination of the Mathson Fire Emergency**

President Khanh Tran reported that there was nothing to report at this time and no other action was taken.

**13.03 Legal Counsel Annual Budget Expenditure not to Exceed \$350,000**

**MOTION #01-03 by Member Esau Ruiz Herrera to table this agenda item to a future meeting. MOTION #01-03 was seconded by President Khanh Tran.**

***MOTION #01-03 carried with a vote of 4 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

**13.04 Possible Termination of Rehon & Roberts Contract**

**MOTION #01-04 by President Khanh Tran to table this agenda item. There was no second made. MOTION #01-04 dies.**

**MOTION #01-05 by Vice-President Andrés Quintero to not accept this agenda item and let it die. MOTION #01-05 was seconded by Member Karen Martinez.**

Public Comments:

- 1) Andrea Flores Shelton - Community Member, requested a full disclosure of legal expenditures for the years of 2015, 2016, and June 2017. Wants to know how much money is going into legal counsel, this is something that needs to be transparent with the community.
- 2) Luis Saenz – Legal Counsel confirmed with Superintendent Hilaria Bauer that she was legally required to accept this request as a Public Records Request.
- 3) Janet (no last name given) – Community member asked the Board if all the “tabled” items would be moved to the “special sessions”? President Khanh Tran replied with a “no, to the next regular session”.

### **13. SUPERINTENDENT / BOARD BUSINESS *(continued)***

#### **13.04 Possible Termination of Rehon & Roberts Contract**

***MOTION #01-05 dies with a vote of 2 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and 2 abstentions (President Khanh Tran and Member Esau Ruiz Herrera).***

#### **13.05 Update on the Board's Request for a Facilities Assessment**

Member Karen Martinez stated that she has had several conversations back and forth on this subject and she has been working together with Assistant Superintendent Kolvira Chheng. Trustee Karen Martinez stated that she needs to better understand where we are currently at with our facilities. She commented that she is aware that we are continuing to spend and she wants to be sure that the spending fits in with the priorities.

Assistant Superintendent Kolvira Chheng commented that he needs more specific direction on what it is we are looking for. Trustee Karen Martinez reported that she wants to know how much of the work has already been accomplished. She wants to make sure that when she is making decisions or voting, that she is doing so to the best of her ability. She wants to know where we are on Measures I and J. For example, she wants to know how LUCHA was chosen for some of the work projects over Ryan – how were the priorities prioritized?

Public Comment:

- 1) Ray Mueller – COC Chair commented that he really appreciates her request. The COC has requested this in the past and received nothing.

Member Esau Ruiz Herrera commented that he fully supports Member Karen Martinez' request for the facilities assessment inquiry that she has made on numerous occasions. Member Karen Martinez asked for an extensive assessment which would include roofing, heating and cooling, electrical and plumbing.

Assistant Superintendent Kolvira Chheng stated that he would have a report ready for her at the next regular board meeting.

#### **13.06 Board Retreat Update**

Member Karen Martinez would like for the Board to work to schedule a Board Retreat for the near future. President Khanh Tran suggested to wait until the entire Board was present. Member Karen Martinez asked Marie Sanchez to start polling the Board and bring back possible dates at the next regular board meeting.



### **13. SUPERINTENDENT / BOARD BUSINESS *(continued)***

#### **13.07 The Appropriate Roles of the Board**

Member Karen Martinez asked that Legal Counsel step up to the podium since she would be needing their expertise around this topic. She asked Legal Counsel to clarify what were the roles of the President, Vice-President, and Clerk.

Attorney Luis Saenz reported that the Board acts as a collective team...each one of the Board Members has no particular authority and cannot offer directives to staff or act as though they are one authority unless the Board as a whole has chosen one member to represent the Board as a whole. Attorney Luis Saenz reminded the Board that when the Board makes any public statements, the Board needs to state if they are speaking on behalf of themselves or on behalf of the entire Board.

Attorney Luis Saenz reported that the main difference with the Board President, is that the Board President and the Superintendent work alongside in putting the agenda together, they decide on Closed Session, action item(s), etc. The Board President and the Superintendent decide on what items are going to be placed on the board agenda and what kind of action is to be taken on each agenda item (example: information, discussion, or action).

Public Comment:

- 1) Alison Cingolani – Community Member that read from the Board Bylaws, some of the roles and responsibilities of each of the officer positions for Board Members.

#### **13.08 Reconstitute the Bond, Facilities, and Finance Committee**

President Khanh Tran recommended to table this agenda item until the Bond, Facilities, and Finance Committee Chair could be present. Vice-President Andrés Quintero commented that he would like this committee to be moved like the COC where it is not held in the middle of the day, but during a time in the evening when people can attend the meeting. He also commented that he would like this agenda item to return back as an “action item”. The Board was in consensus to accept President Tran’s recommendation.

#### **13.09 Reprioritization of Alum Rock Union Elementary School District’s Bond Projects**

Vice-President Andrés Quintero stated that he asked to place this item on the agenda so that we can consider reprioritization of our buildings. President Khanh Tran commented that we are missing one board member and she’s also the Bond Chair. He is recommending to table this item until the absent Board Member can be present. Member Karen Martinez also asked if this agenda item could be brought back to the next meeting as a discussion/action item. President Khanh Tran replied that he was not going to make this decision at this time.



### **13. SUPERINTENDENT / BOARD BUSINESS *(continued)***

#### **13.10 Program and Construction Management Agreement for Measure I**

Vice-President Andrés Quintero stated that he had accepted this contract a while back and now he wants to come to some solution and make it right.

Vice-President Andrés Quintero commented that he had asked the Board President to place ***Agenda Items 13.10, 13.11, and 13.12 on the agenda as discussion/action.*** These items consist of the following:

#### **13.11 Construction Management Agreement, Measure J**

#### **13.12 Program Management Agreement, Measure J**

Vice-President Andrés Quintero reported that unfortunately, his requested items came on as only for discussion.

**MOTION #01-06 by Vice-President Andrés Quintero to bring back to the next regular board meeting, Agenda Items 13.10, 13.11, and 13.12 as stated above for discussion and action. MOTION #01-06 was seconded by Member Karen Martinez.**

- 1) Speaker (no name given) – Speaker stated that they felt it was important that a School Board be reminded of their role. First and foremost, the School Board should look out for their students; the Board should be accessible to the public and be on the lookout for the schools. The Board should have a high level of respect, trust, and work as a team.

***MOTION #01-06 dies with a vote of 2 in favor (Vice-President Andrés Quintero and Member Karen Martinez); no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and 2 abstentions (Member Esau Ruiz Herrera and President Khanh Tran).***

#### **13.13 Policy to Address the Media Issue Accessing Student Classrooms and Staff**

President Khanh Tran requested to table this agenda item until the next regular board meeting. The Board was in consensus to accept his request.

#### **13.14 2017-18 Annual Santa Clara County School Boards Association Membership Dues, \$600**

**MOTION #01-07 by Vice-President Andrés Quintero to accept and approve the SCCSBA Membership Dues for \$600 as presented. MOTION #01-07 was seconded by Member Esau Ruiz Herrera.**

**13. SUPERINTENDENT / BOARD BUSINESS** *(continued)*

**13.14 2017-18 Annual Santa Clara County School Boards Association  
Membership Dues \$600**

***MOTION #01-07 carried with a vote of 4 in favor; no opposition; 1 absent  
(Clerk Dolores Marquez-Frausto); and no abstention.***

Vice-President Andrés Quintero asked to approve the following agenda items with one motion:

**13.15 2017-18 CSBA Manual Maintenance Plus, Period from July 1, 2017  
thru June 30, 2018, \$3,765**

**13.16 2017-18 CSBA Gamut Online, Period from July 1, 2017 thru  
June 30, 2018, \$3,405**

**13.17 2017-18 CSBA Membership Dues, Period from July 1, 2017 thru  
June 30, 2018, \$13,071**

**13.18 2017-18 CSBA Education Legal Alliance Membership Dues,  
Period from July 1, 2017 thru June 30, 2018, \$3,268**

**MOTION #01-08 by President Khanh Tran to extend the meeting until 11:15 p.m. to finish the remainder of board business. MOTION #01-08 was seconded by Member Karen Martinez.**

***MOTION #01-08 carried with a vote of 3 in favor; 1 opposition (Member Esau Ruiz Herrera); 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

**MOTION #01-09 by Vice-President Andrés Quintero to accept and approve Agenda Items 13.15-13.18 as listed above. There was no second made to this motion.**

Member Esau Ruiz Herrera gave a brief summary of history with CSBA a few years ago. He stated that Alum Rock pays 2-3 times more in membership dues than someone like Saratoga or Mountain View and yet we only get one vote and they get one vote. He stated that that's why in the past, we have waited to pay the dues until the final minute which is a small way to make a symbolic statement and say...we are going to wait until the last minute!

Member Karen Martinez commented that she completely agrees with Member Esau Ruiz Herrera.

Member Esau Ruiz Herrera purposed to modify and amend this item and invite CSBA to come to one of our board meetings to present on this item.

**13. SUPERINTENDENT / BOARD BUSINESS** *(continued)*

**13.15 2017-18 CSBA Manual Maintenance Plus, Period from July 1, 2017 thru June 30, 2018, \$3,765**

**13.16 2017-18 CSBA Gamut Online, Period from July 1, 2017 thru June 30, 2018, \$3,405**

**13.17 2017-18 CSBA Membership Dues, Period from July 1, 2017 thru June 30, 2018, \$13,071**

**13.18 2017-18 CSBA Education Legal Alliance Membership Dues, Period from July 1, 2017 thru June 30, 2018, \$3,268**

Vice-President Andrés Quintero stated that for the purpose of moving forward, he was willing to amend his motion.

**A Friendly Amendment was made to MOTION #01-09 by Vice-President Andrés Quintero to approve Agenda Items 13.15-13.18, but excluding Agenda Item 13.17. MOTION #01-09 was seconded by Member Karen Martinez.**

***MOTION #01-09 carried with a vote of 4 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

Member Esau Ruiz Herrera stated that he was requesting to invite the CSBA Statewide Regional Director to present at one of our board meetings and not the CSBA Regional Director.

**8. INSTRUCTIONAL SERVICES**

**8.01 Approve Consolidated Application and Reporting System (CARS) 2015-16 Reporting and 2017-18 Application for Funding**

**MOTION #01-10 by Vice-President Andrés Quintero to accept and approve the Consolidated Application and Reporting System (CARS) as presented. MOTION #01-10 was seconded by Member Esau Ruiz Herrera.**

***MOTION #01-10 carried with a vote of 4 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

**8.02 Local Control Accountability Plan (LCAP) 2017-18 – Aptitud Community Academy**

President Khanh Tran tabled this agenda item. There was consensus from the Board to table this agenda item.

## **9. HUMAN RESOURCES**

### **9.01 Information Regarding Resignations**

President Khanh Tran tabled this agenda item. There was consensus from the Board to table this agenda item.

### **9.02 Approval and Ratification of Tentative Agreement between the Alum Rock Union Elementary School District and the California School Employees Association (CSEA)**

**MOTION #01-11 by Vice-President Andrés Quintero to accept and approve the CSEA Ratification of Tentative Agreement between ARUSD and CSEA as presented. MOTION #01-11 was seconded by Member Esau Ruiz Herrera.**

***MOTION #01-11 was carried with a vote of 4 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

President Khanh Tran closed the Public Hearing at 10:36 p.m. There were no speakers from the audience at this time.

### **9.03 Approval of Unrepresented Management/Supervisory/Confidential Employees 2017-18 Salary Schedules 4% Raise effective July 1, 2017**

**MOTION #01-12 by Vice-President Andrés Quintero to approve the 4% Raise to the Unrepresented Management/Supervisory/Confidential Employees effective July 1, 2017. MOTION #01-12 was seconded by Member Karen Martinez.**

***MOTION #01-12 carried with a vote of 4 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

## **10. CONTRACTS OVER \$100,000**

### **10.01 Bay Area School Nutrition Cooperative (BASNC) Request for Proposal (RFP) CNS-01-18 for Food and Nutrition Products, Paper Supplies, and Delivery Services**

**MOTION #01-13 by Vice-President Andrés Quintero to accept and approve the Bay Area School Nutrition Cooperative Request for Proposal for Food and Nutrition Products, Paper Supplies, and Delivery Services as presented. MOTION #01-13 was seconded by Member Karen Martinez.**

***MOTION #01-13 carried with a vote of 4 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and no abstention***

**10. CONTRACTS OVER \$100,000 (continued)**

**10.02 Assignment of United States Department of Agriculture (USDA) Commodities for 2017-18, \$1,500,000**

**MOTION #01-14 by Vice-President Andrés Quintero to accept and approve the Assignment of United States Department of Agriculture Commodities as presented. MOTION #01-14 was seconded by Member Esau Ruiz Herrera.**

***MOTION #01-14 carried with a vote of 4 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

**10.03 Approve Contract with RO Health, Inc., Student Services, \$200,000**

Public Comment:

- 1) Jocelyn Merz: AREA President that asked the Board not to approve this contract – it is basically contracting out for the nurse position for two years. She reminded the Board that AREA would be filing an unfair compliance charge if they do not get this resolved.

President Khanh Tran reported that he would be tabling this agenda item for a future board meeting. The Board was in consensus to table due to lack of time.

**10.04 Approve Contract with Achieve School, Special Education, \$210,429.65**

**MOTION #01-15 by Vice-President Andrés Quintero to approve the Achieve School Contract as presented. MOTION #01-15 was seconded by Member Karen Martinez.**

***MOTION #01-15 carried with a vote of 4 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

**10.05 Approve ASES Contract with Think Together, State & Federal, \$701,865**

**MOTION #01-16 by Vice-President Andrés Quintero to approve the ASES Contract with Think Together for \$701,865 as presented. MOTION #01-16 was seconded by Member Karen Martinez.**

Board Comment: Trustee Karen Martinez asked that these three programs come and present at least two times a year.

***MOTION #01-16 carried with a vote of 4 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

**10. CONTRACTS OVER \$100,000 (continued)**

**10.06 Approve ASES Contract with Citizen Schools, State & Federal, \$430,553**

**MOTION #01-17 by Vice-President Andrés Quintero to accept and approve the ASES Contract with Citizen Schools for the amount of \$430,553 as presented. MOTION #01-17 was seconded by Member Karen Martinez.**

***MOTION #01-17 carried with a vote of 4 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

**10.07 Approve ASES Contract with City Year, San Jose Silicon Valley, State & Federal, \$1,256,832**

**MOTION #01-18 by Member Karen Martinez to accept and approve the ASES Contract with City Year for \$1,256,832 as presented. MOTION #01-18 was seconded by Vice-President Andrés Quintero and Member Esau Ruiz Herrera.**

***MOTION #01-18 carried with a vote of 4 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

**10.08 Approve TK & Kinder After School Programs Contract with Think Together, State & Federal, \$577,577**

**MOTION #01-19 by Vice-President Andrés Quintero to accept and approve the TK & Kinder After School Programs Contract with Think Together for \$577,577. MOTION #01-19 was seconded by Member Esau Ruiz Herrera.**

***MOTION #01-19 carried with a vote of 4 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

**10.09 Approve Contract Addendum with Durham School Services, Transportation, \$240,800**

**MOTION #01-20 by Vice-President Andrés Quintero to accept and approve the Contract Addendum with Durham School Services for \$240,800. MOTION #01-20 was seconded by Member Karen Martinez.**

***MOTION #01-20 carried with a vote of 4 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

**10. CONTRACTS OVER \$100,000 (continued)**

**10.10 Approve Contract with New Tech, Network, Academic Services,  
\$254,600**

**MOTION #01-21 by President Khanh Tran to accept and approve the Contract with New Tech, Network for the amount of \$254,600 as presented. MOTION #01-21 was seconded by Vice-President Andrés Quintero.**

Board Comment: Karen Martinez asked how did the District decide on which school sites to select from?

Public Comments:

- 1) Jackie Montejano – Sheppard Principal stated that her school has been an Avid and Atlas site and they found that they needed professional development and alignment of understanding of what project based learning was and found a new tech network and they did this involving their entire school community. All this is centered around adult learning.
- 2) Dr. Imee Almazan – Fischer Principal stated that her staff has led their planning meetings including the involvement of parents so that they can understand what new tech is.
- 3) Ernesto Bejarano – Sheppard parent who stated that he came from Evergreen School District and is overwhelmed and impressed with Sheppard and the last three years of their work—there is definitely overwhelming support among the Sheppard parents.

***MOTION #01-21 carried with a vote of 4 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

**10.11 Approve the Contract with Spectrum, Special Education,  
\$123,468**

**MOTION #01-22 by Vice-President Andrés Quintero to accept and approve the Contract with Spectrum for the amount of \$123,468.**

***MOTION #01-22 carried with a vote of 4 in favor; no opposition; 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

**10.12 Approve Contract Increase of \$150,000 with Mohawk Commercial,  
MOT, \$150,000**

**MOTION #01-23 by Vice-President Andrés Quintero to accept and approve the Contract Increase with Mohawk Commercial for the amount of \$150,000. MOTION #01-23 was seconded by Member Esau Ruiz Herrera.**



**10. CONTRACTS OVER \$100,000 (continued)**

**10.12 Approve Contract Increase of \$150,000 with Mohawk Commercial, MOT, \$150,000**

Board Comments: Karen Martinez, Khanh Tran, and Esau Ruiz Herrera.

Public Comment: Kolvira Chheng.

***MOTION #01-23 carried with a vote of 3 in favor; 1 opposition (President Khanh Tran); 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

**11. BUSINESS SERVICES**

**11.01 Small Business Outreach and Information**

President Khanh Tran reported that due to lack of time, this agenda item would be brought back to a future board meeting. There was consensus from the Board. Vice-President Andrés Quintero stated that he looked forward to hearing a more thorough report from staff.

**12. BOND / FACILITIES**

**12.01 Presentation/Update on Bond/Facilities**

Luis Rojas, President and CEO of Del Terra, gave an executive summary on the Bond Projects. Projects include the following:

**Current Projects**

Luis Rojas reported that Del Terra inherited the Hubbard K-8 Expansion Project which was originally planned in October 2016 by the District. The new and revised Scope of Work is to install 9 additional modular buildings to accommodate the K-8 Expansion of the campus. Scope of work includes, but is not limited to site work, site excavation, underground utilities, new parking lot, new accessible routes, nine new classroom portables, architectural, structural, electrical, plumbing, low voltage data and new fire alarm installations.

Luis Rojas reported that the project is in construction. There was soil problems which have been resolved and work is moving forward. Shade structure area is in progress. Currently working to install rebar cages for the pier footings. The portable concrete pads are poured at all locations. AMS has delivered portable units (classroom buildings) to the site and are scheduled to set in place on July 18, 2017. Work in the parking lot area continues and the City is still reviewing the offsite curb cut plans. The City must approve them before work may begin.

## **12. BOND / FACILITIES *(continued)***

### **12.01 Presentation/Update on Bond/Facilities**

#### **New HVAC Projects**

Luis Rojas reported that Dorsa and LUCHA Scope of Work is to install new HVAC within classrooms at the sites. Work is to commence this summer, mid-June and anticipated completion is August 2017. Dorsa work is continuing to move forward. The asbestos/demolition work continues and is about five days behind schedule. The contractor's contingency plan includes overtime work during the week. They are also performing supplemental work to achieve the proper manpower for demolition, including working on Saturdays and Sundays to make up days. Work and equipment installation has begun in other areas of the site/buildings, which helps advance schedule forward. Contractor should be back on schedule by early next week.

#### **LUCHA**

Luis Rojas reported that work has been in progress and continues moving forward. Asbestos & demolition work is almost complete. Contractor is moving forward in all areas with equipment installation; project is currently on schedule and there are no impediments.

#### **Upcoming Projects**

#### **Multi-Purpose School Community Center (MPSCC) Fischer MS Project Construction Budget: \$10.3M**

Luis Rojas reported that the actual bid is under budget \$9,864,000. Project savings of \$436,000 went to bid and results are as follows: 1) Beals Martin No Bid 2596 Bay Road, Redwood City; 2) BHM Construction, Inc. No Bid 221 Gateway Road West, Ste 405, Napa; 3) D.L. Falk Construction, Inc. \$9,864,000, 3526 Investment Blvd., Hayward; 4) Fast-Track Construction \$12,424,000, 5711 W. Slauson Ave, Ste 170, Culver City; 5) Gonsalves & Stronk Construction Co. Inc. \$10,387,000 1000 Washington St., San Carlos; 6) Roebbelen Contracting, Inc. No Bid 1241 Hawks Flight Court, El Dorado Hills; 7) Strawn Construction, Inc. \$ 10,511,000 1140 Pedro St., Ste 1, San Jose; 8) Thompson Builders Corp. No Bid 250 Bel Marin Keys Blvd., Bldg A, Novato; and 9) Vila Construction Co. \$10,728,710 590 South 33rd Street, Richmond. Luis Rojas stated the average bid value was \$10,782,940; the high bid was \$12,424,000; and the low bid was \$9,864,000. The bid is under budget by \$436,000.

## **12. BOND / FACILITIES *(continued)***

### **12.01 Presentation/Update on Bond/Facilities**

#### **Mathson Restroom Modernization (Upgrade and ADA Accessibility) Project**

Luis Rojas reported that the Restroom project include 8 restrooms for both staff and students, bid at \$830,000. Work scope includes, but not limited to selective demolition and abatement, removal of floor and wall tile, removal of water closets and urinals, including the removal of sinks, installing new gypboard, installing new wall tile and new epoxy flooring, interior painting, minimal architectural work scopes, electrical work and an updated fire alarm system. Work commenced June, project continues to move forward. The contractor has continued moving forward on the District requested change order at the nurse station restroom. The work continues forward in all buildings, including the unforeseen and existing condition changes that are required to bring those areas up to code. Luis Rojas reported that the contractor claims it will not impede the overall schedule; however, additional costs have been generated.

#### **ARUESD Roofing Projects at Various Sites**

Luis Rojas reported that the District requested Del Terra to assist with some of the various roofing projects throughout the District:

- Del Terra was assigned to bid all five projects and oversee only Russo and the LUCHA roofing projects
- District will oversee Mathson roofing repairs, District Office walkway, maintenance buildings and the KIPP roofing project

Luis Rojas reported that the work scope includes, but is not limited to removal and demolition of old existing roofing material, removal of old existing gutters, existing roof metal edging, and the installation of new roofing material, installing new metal drip edge, installing new gutters and limited painting for the exposed metal edge trim.

#### **Russo/McEntee**

Luis Rojas reported that the majority of work is complete and currently trying to schedule the Punchlist Walk with the Roofing Contractor and The Garland Company.

#### **LUCHA**

Luis Rojas reported that the demolition of the existing roofing material is complete on one of the buildings and work and the installation of substrate roofing material have begun. Demolition of the other building is attentively scheduled for early next week.

## **12. BOND / FACILITIES (continued)**

### **12.01 Presentation/Update on Bond/Facilities**

#### **Upcoming Projects**

##### **Mathson Multi-Purpose Building (old MACSA) Renovation Project**

Luis Rojas reported the bidding process included public solicitation and advertisement through the District and Del Terra reached out to contractors on the District's approved vendor list. The project went to public bid and a contractor was selected within the estimated value of \$6,000,000. The apparent low bidder notified the District its desire to withdraw its bid and the District granted contractor's withdrawal, and rejected all other bids. The District will rebid this project.

Facility improvements and repairs are as follows: • Roofing • Electrical Upgrades • HVAC units are to be replaced • Painting • Landscaping • Building modifications • Create new Access Road & Drop-Off areas • New Signage Re-bid Advertisement on hold until District direction. HVAC district-wide assessment for future HVAC school repairs. Mr. Luis Rojas reported that the District stated MOT Director has been working on district-wide HVAC assessment for past several months. Assessment is completed and a report will be provided to the board in the near future. Del Terra has stated to the District, a re-evaluation of project priorities is recommended to determine if more school sites should have new HVAC installed in summer 2018 vs. other approved projects. The District will provide direction on Del Terra's recommendation.

##### **George MS Project Construction Budget: \$10.0M (50 Stall Parking Lot included)**

Luis Rojas reported that the project is in Design Development, the plans are 25% complete and recently delivered to Del Terra. Design review shall commence. A set of plans will be provided to the District for review and comment. The architect estimates that full set of plans should be available by late summer. Submittal to DSA will follow subsequently.

#### **Public Comments:**

- 1) Luis Rojas – Del Terra President
- 2) Kolvira Chheng – Assistant Superintendent of Business Services
- 3) Camille Fontanilla – SOMOS Community Member spoke about the 'fake news' comments made by President Tran
- 4) Ray Mueller – COC Chair asked to see all reports

Board Comment: Karen Martinez.

**12. BOND / FACILITIES (continued)**

**12.02 Citizen's Bond Oversight Committee (CBOC) Appointment**

**MOTION #01-24 by Vice-President Andrés Quintero to accept and approve the CBOC appointment as presented. MOTION #01-14 was seconded by Member Esau Ruiz Herrera.**

***MOTION #01-24 carried with a vote of 4 in favor; 1 opposition (President Khanh Tran); 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

**12.03 Award of Bid Package and Contract for #B1617-BOND013 New Fischer Multi-Purpose Building Project**

**MOTION #01-25 by Member Esau Ruiz Herrera to accept and approve the Award Bid Package and Contract for New Fischer Multi-Purpose Building Project as presented. MOTION #01-25 was seconded by President Khanh Tran.**

Public Comment: Luis Rojas.

Board Comment: Andrés Quintero, Esau Ruiz Herrera, Khanh Tran, and Karen Martinez.

The Board had dialogue on this agenda item and the maker of the motion and the maker of the second were in agreement to change their motion.

**MOTION #01-26 by Member Esau Ruiz Herrera to table this agenda item until the next regular board meeting. MOTION #01-26 was seconded by President Khanh Tran.**

***MOTION #01-26 dies with a vote of 2 in favor (Esau Ruiz Herrera and Khanh Tran); 2 in opposition (Andrés Quintero and Karen Martinez); 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

The Board had additional dialogue on this agenda item.

**MOTION #01-27 to accept and approve the Award Bid Package and Contract for New Fischer Multi-Purpose Building Project as presented. MOTION #01-27 was seconded by President Khanh Tran.**

***MOTION #01-27 dies with a vote of 2 in favor (Esau Ruiz Herrera and Khanh Tran); 2 in opposition (Andrés Quintero and Karen Martinez); 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

**12. BOND / FACILITIES (continued)**

**12.04 Approve Contract with Inspectacon Corporation, Bonds Dept., \$275,200**

**MOTION #01-28 by Member Esau Ruiz Herrera to table this agenda item until the next regular board meeting. MOTION #01-28 was seconded by President Khanh Tran.**

***MOTION #01-28 dies with a vote of 2 in favor (Esau Ruiz Herrera and Khanh Tran); 2 in opposition (Andrés Quintero and Karen Martinez); 1 absent (Clerk Dolores Marquez-Frausto); and no abstention.***

**14. CONSENT CALENDAR**

Superintendent Hilaria Bauer asked to pull **Agenda Item 14.03, Contract for Atkinson Legal Law Firm, \$30,000** because she felt it was not ready yet.

**MOTION #01-29 by Vice-President Andrés Quintero to accept the Consent Calendar as amended. MOTION #01-29 was seconded by Member Karen Martinez.**

***MOTION #01-29 carried with a vote of 4 in favor; no opposition; 1 absent Dolores Marquez-Frausto; and no abstention.***

**15. FUTURE BOARD AGENDA REQUESTS**

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

There were no agenda items at this time.

**16. ADJOURNMENT**

**16.01 President Adjourns the Meeting**

President Khanh Tran adjourned the meeting at 11:25 p.m.

Respectfully submitted,

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Dolores Marquez-Frausto  
Board Clerk  
HB/mcs

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

12.02

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES**

To the Board of Trustees:

Subject: Acceptance of Memorandum(s) of Understanding

**Staff Analysis:**

The District has received the following Memorandum(s) of Understanding as summarized on the sheet dated October 12, 2017.

**Recommendation:**

Staff recommends acceptance of these memorandum(s) of understanding.

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

To the Board of Trustees:

Meeting: October 12, 2017

Recommend Approval

*12.02*  
\_\_\_\_\_  
Agenda Placement

*Hilary Bauer*  
\_\_\_\_\_  
Hilary Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_



**Alum Rock Union Elementary School District  
October 12, 2017 Board Meeting**

**MEMORANDUMS OF UNDERSTANDING**

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<b><u>SCHOOL / DEPARTMENT</u></b>	<b><u>DATE OF SERVICE</u></b>	<b><u>CONSULTANT NAME</u></b>	<b><u>COST</u></b>	<b><u>PURPOSE</u></b>
Human Resources Jess Serna	08/01/17 to 06/30/22	Loyola Marymount University	No Cost	The Intern program between the University & ARUSD is designed as a partnership between the two institutions to meet the growing needs for qualified teachers Funding: N/A
Human Resources Jess Serna	09/01/17 to 06/30/18	Santa Clara County Office of Education – Epic Program	No Cost	Education Specialist Intern Agreement Funding: N/A

## ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Request for Contracted Services

09/11/17 PM 2:11 PURCH

TO: BUSINESS OFFICE

Contract No. \_\_\_\_\_

Vendor No. \_\_\_\_\_

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

☒ **MOU** (Negotiated Agreement)  
☐ Exhibit B & C (Fingerprinting and TB Test)

☐ **MASTER CONTRACT PARTICIPATION**  
☐ Scope of Work/Agreement

**Note:** All Contracts over \$5,000 require pre-approval.

\* Use Independent Contractor Agreement form B-252 for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company Loyola Marymount University

Address 1 LMU Drive, Suite 21000 City Los Angeles ST CA Zip 90045-2659

Telephone 310.258.8768 Fax # 310.258.5599

SSN \_\_\_\_\_ Fed. I.D.# \_\_\_\_\_

**CONTRACT TERM:** effective dates 08/01/2017 to 06/30/2022.

**CONTRACTOR'S OBLIGATION:**

Description of services to be provided. Please attach proposals and other documentation if necessary:

Participating District Intern Agreement - Memo of Understanding

University Internship Programs are designed to be partnerships between institutions of higher education and

public charters to meet the growing needs for qualified teachers.

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

     a. **Fee Rate:** \$ \_\_\_\_\_ per \_\_\_\_\_ Not To Exceed \_\_\_\_\_ of services.

☒ b. **Other:** \$ \_\_\_\_\_ (describe rate agreement or other costs) NO COST

**BUDGET CODE:** NO COST

**APPROVALS:**

Alum Rock Union Elementary School District

Site/Department Administrator  Date 9-11-17

Program/Budget Manager \_\_\_\_\_ Date \_\_\_\_\_

Asst. Supt. of Business Services \_\_\_\_\_ Date \_\_\_\_\_

Superintendent \_\_\_\_\_ Date \_\_\_\_\_

ARUESD Board Approval \_\_\_\_\_

3:27 PM 2-27-2018

B

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**  
**Request for Contracted Services**

TO: BUSINESS OFFICE

Contract No. \_\_\_\_\_

Vendor No. \_\_\_\_\_

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

☒ **MOU** (Negotiated Agreement)  
☐ Exhibit B & C (Fingerprinting and TB Test)

☐ **MASTER CONTRACT PARTICIPATION**  
☐ Scope of Work/Agreement

**Note:** All Contracts over \$5,000 require pre-approval.

\* Use Independent Contractor Agreement form B-252 for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company Santa Clara County Office of Education - EPIC Program

Address 1290 Ridder Park Drive, MC27 City San Jose ST CA Zip 95131

Telephone 408.453.6554 Fax # \_\_\_\_\_

SSN \_\_\_\_\_ Fed. I.D.# \_\_\_\_\_

**CONTRACT TERM:** effective dates 09/01/2017 to 06/30/2018

**CONTRACTOR'S OBLIGATION:**

Description of services to be provided. Please attach proposals and other documentation if necessary:

Education Specialist Intern Agreement - SCCOE's California Commission on Teacher Credentialing approved

Intern Education Specialist program. Education Specialists must be employed as an intern and teaching in a

setting that allows them to meet requirements of the credential program.

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

   a. **Fee Rate:** \$ \_\_\_\_\_ per \_\_\_\_\_ Not To Exceed \_\_\_\_\_ of services.

☒ b. **Other:** \$ \_\_\_\_\_ (describe rate agreement or other costs) NO COST

**BUDGET CODE:** N/A

**APPROVALS:**

Alum Rock Union Elementary School District:

Site/Department Administrator \_\_\_\_\_ Date 9-25-17

Program/Budget Manager \_\_\_\_\_ Date 10/2/17

Asst. Supt. of Business Services \_\_\_\_\_ Date 9/27/17

Superintendent \_\_\_\_\_ Date \_\_\_\_\_

ARUESD Board Approval \_\_\_\_\_

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

12.03

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: October 12, 2017

Recommend Approval

*12.03*

Agenda Placement

*H. Bauer*

Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

**Alum Rock Union Elementary School District  
October 12, 2017 Board Meeting**

**PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS**

<b><u>DEPARTMENT</u></b>	<b><u>DATE OF SERVICE</u></b>	<b><u>CONSULTANT NAME</u></b>	<b><u>COST &amp; FUNDING</u></b>	<b><u>PURPOSE</u></b>
Cureton School Le Tran	10/31/17 to 06/15/18	The Audacity Performing Arts Project	\$6,000.00	After school musicals for students 1-6 grades Funding: Restricted
Cureton School Le Tran	09/01/17 to 06/15/18	BookNook, Inc.	\$6,000.00	One-to-one small group tutoring sessions to support student's literacy skills Funding: Restricted & General
Dorsa School Vivian Garcia	10/17/17 to 06/15/18	Bay Area Women's Sports Initiative	No Cost	After school sports for 3-5 <sup>th</sup> grade girls, to promote leadership skills Funding: N/A
Lyndale School Paula Alli	09/01/17 to 06/30/18	Community School of Music & Art	\$4,000.00	Twenty two weeks of art instruction for grades TK-5 Funding: Restricted & General
Mathson School Vince Iwasaki	10/01/17 to 06/30/19	Alum Rock Educational Foundation	No Cost	Provide After School STEAM workshops for youth and families Funding: N/A
Ocala School Tracy Leathers	10/01/17 to 06/30/18	Empowering our Community For Success	\$8,050.00	Provide parent workshops to teach parents positive ways to handle family crisis Funding: Restricted
Ocala School Tracy Leathers	10/07/17 to 06/30/18	RSB Education, Inc. dba: Sylvan Learning	\$12,600.00	After school tutoring for 6 <sup>th</sup> -8 <sup>th</sup> grade students performing below standards in Math Funding: Restricted
Ocala School Tracy Leather s	10/15/17 to 04/30/18	The Respect Institute	\$30,000.00	Provide family engagement program to include family workshops and resources Funding: Restricted
Painter/Sheppard Kleidon/Montejano	10/01/17 to 05/31/18	The City Peace Project	\$7,600.00	Social skill groups for students and provide quarterly parent workshops to enhance parent-child relationships Funding: Restricted

**Alum Rock Union Elementary School District  
October 12, 2017 Board Meeting**

**PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS**

Sheppard School Jackie Montejano	10/13/17 to 06/15/18	Christine-Rose Relosa Bagube-Maldonado dba: CM Dance Company	\$3,600.00	Family mindfulness-wellness workshops Funding: Restricted
Renaissance II Doug Kleinhenz	10/01/17 to 06/30/19	Alum Rock Educational Foundation	No Cost	Provide After School STEAM workshops for youth and families Funding: N/A
Sheppard/Painter Montejano/Kleidon	10/13/17 to 06/15/18	RSB Education, Inc. dba: Sylvan Learning	\$43,500.00	Academic support in math and reading with family engagement workshops to help increase child's academics Funding: Restricted
Academic Services Rene Sanchez	07/01/17 to 06/30/18	Latino Film Institute Youth Cinema	\$97,108.63	Contract Adjustment: C1718204 Additional services provided for two additional classrooms for 2017-2018 Funding: General
Academic Services Rene Sanchez	10/13/17 to 06/30/18	MOUSE_California	\$16,956.00	Student tech support leadership program, that aligns with Common Core Standards Funding: General
Academic Services Rene Sanchez	10/13/17 to 06/30/18	AVID Center	\$6,000.00	AVID District leadership and trainings Funding: General
Maintenance Daniel Flores	09/01/17 to 06/30/18	ACME Pacific Repairs	\$20,000.00	Provide repair and maintenance services for kitchen equipment District-wide Funding: Restricted
Maintenance Daniel Flores	09/01/17 to 06/30/18	Khai Q. Tran dba: Khai Heating & Air Conditioning	\$40,000.00	Provide service maintenance and repair of HVAC units as needed District-wide Funding: Restricted
Maintenance Daniel Flores	09/01/17 to 06/30/18	McKinley Elevator Corporation	\$20,000.00	Provide required inspection of all accessible lifts District-wide Funding: Restricted

**Alum Rock Union Elementary School District  
October 12, 2017 Board Meeting**

**PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS**

Maintenance Daniel Flores	09/01/17 to 06/30/18	Quick light Recycling, LLC.	\$20,000.00	Provide removal of hazardous materials District-wide Funding: Restricted
Maintenance Daniel Flores	09/01/17 to 06/30/18	Precision Communications Systems, Inc.	\$44,000.00	Provide fire alarm inspection and maintenance services District-wide Funding: Restricted
Maintenance Daniel Flores	09/01/17 to 06/30/18	Prime Mechanical Service, Inc.	\$25,000.00	Provide maintenance, repair and installation to walk-in refrigerator and freezer equipment District-wide Funding: Restricted
Maintenance Daniel Flores	07/01/17 to 06/30/18	RFC Wireless, Inc.	\$10,620.00 Per Year	Contract Adjustment: Request to increase amount for additional equipment and services added to master contract Funding: General
Maintenance Daniel Flores	09/01/17 to 06/30/18	R & R Refrigeration & Air Conditioning, Inc.	\$40,000.00	Provide repair and maintenance of HVAC units at facilities District-wide Funding: Restricted
Maintenance Daniel Flores	09/01/17 to 06/30/18	San Jose Boiler Works	\$30,000.00	Provide maintenance and repairs as needed District-wide Funding: Restricted
Maintenance Daniel Flores	09/01/17 to 06/30/18	Water Quality Plumbing, Inc.	\$44,000.00	Provide emergency support and repairs related to plumbing as needed District-wide Funding: Restricted
Student Services Norma Flores	10/14/17 to 06/30/18	Gardner Family Care Corporation, Inc.	No Cost	Provide services for substance abuse, mental health, and family counseling Funding: N/A
Student Services Norma Flores	10/13/17 to 06/30/18	143 Photobooths	\$395.00 (Two Hours)	Master Contract: Photobooth rental for events District-wide Funding: Various



**Alum Rock Union Elementary School District**  
**October 12, 2017 Board Meeting**

**PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS**

Student Services Norma Flores	10/14/17 06/30/18	Rebekah Children’s Services	No Cost	Provide “Drug, Alcohol and Youth” parent education workshops in Spanish and English Funding: N/A
Student Services Norma Flores	10/13/17 to 06/30/18	Regents of the University of California, Santa Cruz	No Cost	CAL-Soap program to provide college readiness tutoring, workshops, scholarships and more for Fisher and Sheppard M.S, students Funding: N/A
Transportation Daniel Flores	07/01/17 to 06/30/20	Action Towing and Road Services	\$5,000.00 Per Year	Provide towing and recovery of vehicles, transportation of containers and equipment Funding: General
Transportation Daniel Flores	08/01/17 to 06/30/20	P & J Imperial Association	\$584.00 Per Year	Fire extinguisher staff training Funding: General
Transportation Daniel Flores	08/16/17 to 07/31/18	Yellow Checker Cab Co, Inc.	\$50,000.00	Provide alternative transportation for individual students with special needs to and from school safely Funding: General

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**PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS**

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**DELEGATION OF AUTHORITY USED**

**RATIFICATION OF CONTRACTS**

Maintenance Daniel Flores	07/01/17 to 09/30/17	Luke J. Weill dba: Luke's Tree Care	\$3,500.00	Provide emergency tree pruning and removal District-wide Funding: Restricted
Maintenance Daniel Flores	07/01/17 to 09/30/17	Kal Glass Shop, Inc	\$12,403.00	Emergency glass repair District-wide Funding: General
Maintenance Daniel Flores	09/01/17 to 09/30/17	Silicon Valley Lockmaster, Inc.	\$2,739.00	Provide emergency support and repairs due to vandalism District-wide Funding: Restricted
Maintenance Daniel Flores	08/01/17 to 09/30/17	S & S Plumbing Inc. dba: Dependable Rooter and Plumbing	\$3,242.00	Emergency plumbing services at Ryan E.S. and Sheppard M. S. Funding: Restricted

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
INDEPENDENT CONTRACTOR AGREEMENT**

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: Cureton (School/Dept.)

VENDOR NO. \_\_\_\_\_

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

Name of Individual/Company: THE AUDACITY PERFORMING ARTS PROJECT

Address: 979 Buckman Dr

City: CAMPBELL ST: CA Zip: 95008

Telephone: (408) 348 4020

Fax #: ( ) \_\_\_\_\_

SSN: \_\_\_\_\_

Fed I.D.#: 46-1444034

Contractor's License: \_\_\_\_\_

Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates 10/31/2017 to 6/15/2018
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. One line description for Governing Board Report:

After school musicals (2 year year)

B. Full 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:

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 (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

x b. **Flat Rate:** \$ 6000/yr to be the total payment to the Contractor including travel and/or other expenses.

c. **Other:** \$ \_\_\_\_\_ (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>06</u>	<u>010</u>	<u>1190</u>	<u>5815</u>	<u>\$6,000.00</u>		<u>C8C92717</u>

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
INDEPENDENT CONTRACTOR AGREEMENT.**

03/21/17 at 2:07 PM

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: Cureton (School/Dept.)

VENDOR NO. \_\_\_\_\_

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: BOOKNOOK, Inc.

Address: 120 Linden St. City: Oakland ST: CA Zip: 94607

Telephone: (510) 945-0444 Fax #: ( ) \_\_\_\_\_

SSN: \_\_\_\_\_ Fed I.D.#: 81-4190324

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective date October 2017 to June 15, 2018

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

A. One line description for Governing Board Report:

One-to-one and small group literacy tutoring for 24 students at Cureton.

B. Full 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:

BookNook Reading Guides will provide up to 30 one-to-one or small group tutoring sessions to support students' literacy skills.

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 (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

☒ b. **Flat Rate:** \$ 6,000 to be the total payment to the Contractor including travel and/or other expenses.

c. **Other:** \$ \_\_\_\_\_ (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC.
<u>06</u>	<u>010</u>	<u>1190</u>	<u>5815</u>	<u>\$2000.00</u>		<u>8/8/17</u>
<u>03</u>	<u>010</u>	<u>5000</u>	<u>5815</u>	<u>\$4000.00</u>		<u>9/27/17</u>

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_

FROM: Dorsa Elementary (School/Dept.) VENDOR NO. \_\_\_\_\_

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

Name of Individual/Company: Bay Area Women's Sports Initiative  
 Address: 1922 The Alameda Suite 420 City: San Jose State: CA Zip: 95126  
 Phone: (408) 247-2544 Fax: (908) 247-2544  
 SSN: \_\_\_\_\_ Fed I.D. #: 55-0897084  
 Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 10/17/17 to 6/15/18

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

A. One line description for Governing Board Report:

(Free) Sport and activity based stations / confidence and leadership station/activities

- B. Full 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:

To transform the health and wholeness for 3-5th grade girls at Dorsa. To provide mentoring and leadership opportunities. Stations to involve sports, and active lifestyle and confidence (FREE PROGRAM) - See MOU

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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

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

c. **Other:** \$ \_\_\_\_\_ (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

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

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
 FROM: Lyndale Elementary (School/Dept.) VENDOR NO. \_\_\_\_\_

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

Name of Individual/Company: Community School of Music & Art  
 Address: Finn Center 230 San Antonio Circle Mountain City: Mountain View State: CA Zip: 94040  
 Phone: 650 917-6800 Fax: 650 917-6813  
 SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_  
 Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates September 2017 to June 2018  
 3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

- A. One line description for Governing Board Report: 22 weeks of Art Instruction - 1 hr. per week) grades TK-5  
 B. Full 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:  
CSMA will provide teachers & materials as needed.

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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

- ☐ a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.  
☒ b. **Flat Rate:** \$ \_\_\_\_\_ to be the total payment to the Contractor including travel and/or other expenses.  
☒ c. **Other:** \$ 4,000.00 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
06	030	2110	5815	\$1,500.00		CSMA 9/27/17
03	310	5261	5815	\$2,500.00		12 7/27/17

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Request for Contracted Services

To: BUSINESS OFFICE Contract No.: \_\_\_\_\_ Vendor No.: \_\_\_\_\_

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

☒ MOU (negotiated Agreement)  
☐ Exhibit B & C (Fingerprinting and TB Test)

☐ MASTER CONTRACT PARTICIPATION  
☐ Scope of Work/Proposal

**Note:** All Contracts over \$5,000 require pre-approval.

\* Use Independent Contractor Agreement (BUS-109) for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company: Alum Rock Educational Foundation  
 Address: P.O. Box 56178 City: San Jose State: CA Zip: 95156  
 Phone: 408 509-1168 Fax: ( ) \_\_\_\_\_  
 SSN: N/A Fed I.D. #: 77-0523711

**CONTRACT TERM:** effective dates Oct 1, 2017 to June 30, 2019

### CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals and other documentation if necessary.)

Will provide STEAM Workshops for youth and families year round, after school, on weekends and a full day Summer Art & Design Thinking Camp

**COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

a. Fee Rate: \$ No Cost per \_\_\_\_\_ Not to Exceed \_\_\_\_\_ of services.

b. Other: \$ \_\_\_\_\_

Describe rate agreement or other costs: \_\_\_\_\_

**BUDGET CODE:** \_\_\_\_\_  
 \_\_\_\_\_

### APPROVALS:

#### ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Director of Fiscal Services: \_\_\_\_\_ Date: \_\_\_\_\_

Asst. Supt., of Business Services: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

Board of Trustees: \_\_\_\_\_ Date: \_\_\_\_\_





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: OCA/PA (School/Dept.)

VENDOR NO. 22169

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: Empowering Our Community for Success (EOC)

Address: 1764 Queenstown Dr. City: San Jose State: CA Zip: 95132

Phone: 408, 1660-9418 Fax: \_\_\_\_\_

SSN: \_\_\_\_\_ Fed I.D. #: 47-2643030

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates Oct 2017 to June 2018

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

- A. One line description for Governing Board Report:

Provider will facilitate groups (parent workshops) & 12 week boys & 12 week girls group

- B. Full 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:

Monthly parent workshops on topics that will empower & teach parents positive ways to handle family, crisis, & community climate.  
\*12 week boys & girls group @ no cost

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

☒ b. **Flat Rate:** \$ 8050 (\$1150 per parent workshop) to be the total payment to the Contractor including travel and/or other expenses.

☒ c. **Other:** \$ 0 (describe rate agreement) 12 week boys group & 12 week girls group.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>06</u>	<u>260</u>	<u>9112</u>	<u>5815</u>	<u>8050</u>		<u>Chen/26/12</u>

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: Ocala Steam Academy (School/Dept.)

VENDOR NO. 20047

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: RSB Education Inc. DBA.

Name of Individual/Company: Sylvan Learning

Address: 5415 Camden Ave City: San Jose State: CA Zip: 95124

Phone: ( ) Fax: ( )

SSN: Fed I.D. #: 68-0436596

Contractor's License: Type: Expiration:

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 10/17 to 6/18

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

- A. One line description for Governing Board Report:

After school tutoring in Math for 6, 7 & 8 graders who are performing below standards

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

Tutoring, in small group instructions, in 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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

☒ b. **Flat Rate:** \$ 12,100 to be the total payment to the Contractor including travel and/or other expenses.

☐ c. **Other:** \$ \_\_\_\_\_ (describe rate agreement)

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>06</u>	<u>200</u>	<u>9112</u>	<u>5815</u>	<u>\$12,100</u>		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: Ocala Steam Academy (School/Dept.)

VENDOR NO. 22384

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

Name of Individual/Company: THE RESPECT INSTITUTE  
 Address: 545 MERIDIAN AVE #54112 City: SAN JOSE State: CA Zip: 95112  
 Phone: (408) 506 1102 Fax: ( )  
 SSN: \_\_\_\_\_ Fed I.D. #: 27-3718777  
 Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates OCT. 15, 2017 to APRIL 30, 2018
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:
- A. One line description for Governing Board Report:  
PROVIDE FAMILY ENGAGEMENT PROGRAM INCLUDING WORKSHOPS + EVENTS
- B. Full 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 8 RESPECT 360 FAMILY WORKSHOPS / MEETINGS + 1 TRAINING FOR STAFF AND FAMILY ENGAGEMENT, 1 PARENT-CITIZEN SUMMIT, PARENTING RESOURCES / LOUNGE FOR ALL FAMILIES
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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)
- \_\_\_\_\_ a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.
- ☒ b. **Flat Rate:** \$ 30,000.00 to be the total payment to the Contractor including travel and/or other expenses.
- \_\_\_\_\_ c. **Other:** \$ \_\_\_\_\_ (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>060</u>	<u>240</u>	<u>9112</u>	<u>5815</u>	<u>30,000</u>		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: Behr Paints Elem / Sheppard (School/Dept.)

VENDOR NO. \_\_\_\_\_

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

Name of Individual/Company: The City Peace Project

Address: PO BOX 36014 City: SAN JOSE State: CA Zip: 95158

Phone: (408) 440-0365 Fax: ( )

SSN: \_\_\_\_\_ Fed I.D. #: 40-1323539

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates October 1st, 2017 to May 31st, 2018

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

- A. One line description for Governing Board Report:

Social skills group for students with a parent workshop component (4) open to all families

- B. Full 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:

Social skills group for referred students. Case management includes home visits for each student once a yr, 4 off-campus family educational trips, once a week weekly sessions/month, 2 on call services/wk and 4 parent workshops for parents of referred students and all parent/Sheppard family

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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

☒ b. **Flat Rate:** \$ 7,600.00 to be the total payment to the Contractor including travel and/or other expenses.

☐ c. **Other:** \$ \_\_\_\_\_ (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
06	160	9112-0		\$3,800.00	Measure A	
06	170	9112-0		\$3,800.00	Measure A	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.



**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
INDEPENDENT CONTRACTOR AGREEMENT**

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: Sheppard Painter (School/Dept.)

VENDOR NO. \_\_\_\_\_

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: CM Dance Company

Address: 3255 Cortese Circle City: San Jose ST: CA Zip: 95127

Telephone: (619) 341-3132 Fax #: ( )

SSN: \_\_\_\_\_ Fed I.D.#: \_\_\_\_\_

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates 10/13/17 to 6/15/18
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. One line description for Governing Board Report:

Family Mindfulness - wellness workshops

B. Full 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:

Yoga workshops for elementary and middle school families to promote health, wellness and stress reducing techniques for families.

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 (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

☒ a. **Fee Rate:** \$ 600 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of 6 hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

☐ c. **Other:** \$ \_\_\_\_\_ (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>06</u>	<u>170</u>	<u>91120</u>	<u>5815</u>	<u>1200</u>	<u>MEASURE A</u>	
<u>06</u>	<u>160</u>	<u>91120</u>	<u>5815</u>	<u>1800</u>	<u>MEASURE A</u>	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: Renaissance II (School/Dept.)

VENDOR NO. \_\_\_\_\_

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 Educational Foundation  
Address: PO Box 56178 City: San Jose State: CA Zip: 95156  
Phone: (408) 509-1168 Fax: ( )  
SSN: N/A Fed I.D. #: 77-0523774  
Contractor's License: N/A Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates October 1, 2017 to June 30, 2019

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

- A. One line description for Governing Board Report:

Year round STEAM programming After School <sup>weekends</sup> and over Summer

- B. Full 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:

STEAM workshops for youth & families after school and on Saturdays. Summer Art & Design Thinking Camp

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 (Form BUS-106) 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:** \$ NO COST per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

c. **Other:** \$ \_\_\_\_\_ (describe rate agreement) \_\_\_\_\_

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 five-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.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
 FROM: Sheppard Middle School (School/Dept.) VENDOR NO. \_\_\_\_\_  
Painter Elementary

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: Sylvan Learning Center  
 Address: 5415 Camden Ave. City: San Jose State: CA Zip: 95124  
 Phone: (408) 981-6430 Fax: (408) 912-1707  
 SSN: \_\_\_\_\_ Fed I.D. #: 68-0436596  
 Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 10/13/2017 to 6/15/2018

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

- A. One line description for Governing Board Report:  
Academic support tutoring services with family engagement  
 B. Full 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:

Academic support in single subject math/reading for students  
Workshops for families to increase engagement in  
child's academics.

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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

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

☒ c. **Other:** \$ 43,500.00 (describe rate agreement) subject to needs and funds

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
06	160	9112-0		\$21,750.00	Measure A	
06	170	9112-0		\$21,750.00	Measure A	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## PURCHASE ORDER / CONTRACT ADJUSTMENT

P.O. No. \_\_\_\_\_ Contract No. CN18204 Contract Original Amount: \$ 85,221.73  
Vendor Name: Latino Film Institute Youth Cinema Vendor No. 22241

Please check:

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

### CONTRACTS ONLY

Change Orders:

Contracts Original Amount \$ 85,221.73  
Change Order #: 1 \$ 97,108.63  
Change Order #: \_\_\_\_\_ \$ \_\_\_\_\_  
Change Order #: \_\_\_\_\_ \$ \_\_\_\_\_

**New Contract Total**  
(including Change Orders)

\$ 182,330.36

Line #	FUND	LOCATION	PROGRAM	ACCOUNT	\$ AMOUNT	Accountant Signature & Date
1	03	305	53100	5815	97,108.63	

Reason for Adjustment: Additional services provided such as two additional classrooms for 2017/18.

School/Dept.: Academic Services Requested by: Rene Sanchez  
Approval: \_\_\_\_\_ Assistant Superintendent of Business Services  
(for Contracts Only)  
[Signature] Program Manager  
Purchasing Manager  
Date Requested: 10-5-17 Date Entered: \_\_\_\_\_ Entered By: \_\_\_\_\_

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



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
 FROM: Academic Services (School/Dept.) VENDOR NO. \_\_\_\_\_

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: MOUSE - California  
 Address: 1426 Fillmore St., Ste 212 City: San Francisco State: CA Zip: 94115  
 Phone: (415) 417-9743 Fax: ( )  
 SSN: \_\_\_\_\_ Fed I.D. #: 94-2442955  
 Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates October 13, 2017 to June 30, 2018

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

- A. One line description for Governing Board Report:

Student Tech Support Leadership Program

- B. Full 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:

Online curriculum that aligns with common core standards  
Trainings of Instructor/coordinator and site teams  
Interactive web space for Instructor/faculty advisor online  
sharing of ideas - Spring Summit for participating California site

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

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

☒ c. **Other:** \$16,956.00 (describe rate agreement) 8 schools @ \$2,355.00 each  
w/10% multi-site discount

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>03</u>	<u>305</u>	<u>1140/0</u>	<u>5815</u>	<u>\$16,956.00</u>		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Request for Contracted Services

To: BUSINESS OFFICE Contract No.: \_\_\_\_\_ Vendor No.: 21694

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

☒ MOU (negotiated Agreement)  
☐ Exhibit B & C (Fingerprinting and TB Test)

☐ MASTER CONTRACT PARTICIPATION  
☐ Scope of Work/Proposal

**Note:** All Contracts over \$5,000 require pre-approval.

\* Use Independent Contractor Agreement (BUS-109) for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company: AVID CENTER

Address: 9246 Lightwave Ave., Ste. #200 City: San Diego State: CA Zip: 92123

Phone: (858) 380-4800 Fax: (800) 915-6897

SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_

**CONTRACT TERM:** effective dates October 13, 2017 to June 30, 2018

### CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals and other documentation if necessary.)

AVID provides AVID District Leadership (ADL) Training as part of the ADL fee. ADL Training sessions are designed to prepare and support the AVID District Director.

The five sessions are taken in sequential order over a two year period at various facilities throughout the country.

**COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

☐ a. Fee Rate: \$ \_\_\_\_\_ per \_\_\_\_\_ Not to Exceed \_\_\_\_\_ of services.

☒ b. Other: \$ 6000.00

Describe rate agreement or other costs: \_\_\_\_\_

BUDGET CODE: 03 360 5020 05815 R 12/17

### APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Reene Sanders Date: 9-20-17

Director of Fiscal Services: [Signature] Date: 9/27/17

Asst. Supt., of Business Services: [Signature] Date: 9/27/17

Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

Board of Trustees: \_\_\_\_\_ Date: \_\_\_\_\_



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · [www.arusd.org](http://www.arusd.org)

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To: Hilaria Bauer, Ph.D., Superintendent

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

Re: Contract Approval ACME Pacific Repairs

Date: October 12, 2017

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*Staff Analysis:*

The District has a need to maintain a contract with an experienced and reliable company that can provide repair and maintenance services for kitchen equipment district-wide on an as needed basis.

The District reached out to three (3) companies. Based on pricing, experience and reliability, staff is recommending to contract with ACME Pacific Repair.

*Recommendation:*

Staff recommends the Board approve the contract with ACME Pacific Repairs in the amount of \$20,000 to provide support and emergency repair service for our food service equipment for fiscal year 2017-18.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
 FROM: MAINTENANCE (School/Dept.) VENDOR NO. 10681

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: ACME PACIFIC REPAIRS INC.  
 Address: 1347 Fulton Place City: Fremont State: CA Zip: 94539  
 Phone: ( 510 ) 252-2070 Fax: ( 510 ) 656-1753  
 SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_  
 Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 09/01/2017 to 08/31/2018

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

- A. One line description for Governing Board Report:

Provide repair and maintenance services District-Wide

- B. Full 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:

To provide support & emergency repair service <sup>for kitchen</sup> ~~to sink in freezer~~ equipment District-wide.  
Technician are available on call even after hours to provide service for our food service equipment.

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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

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

X c. **Other:** \$ 20,000.00 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS-OFC
05	450	8130-0	5815	20,000.00	Fac/Plan's	for 8/31/17

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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To: Hilaria Bauer, Ph.D., Superintendent

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

Re: Contract Approval Khai Q. Tran DBA: Khai Heating & Air Conditioning

Date: October 12, 2017

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*Staff Analysis:*

Due to frequent failures of the District's air conditioning and heating units, it is necessary for the District maintain contracts with experienced and reliable companies that can provide repairs and maintenances for the District's units district-wide.

The District reached out to three (3) companies and based on pricing, experience and reliability, staff is recommending to contract with Khai Heating & Air Conditioning.

*Recommendation:*

Staff recommends the Board of Trustees approve the contract with Khai Heating & Air Conditioning in the amount of \$40,000 for fiscal year 217-18.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
 FROM: MAINTENANCE (School/Dept.) VENDOR NO. 21763

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: KHAI HEATING & AIR CONDITIONING  
 Address: 1182 RAPOSA DR. City: SAN JOSE State: CA Zip: 95121  
 Phone: ( 408 ) 204-0682 Fax: (      )  
 SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_  
 Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates 09/01/2017 to 06/30/2018

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

- A. One line description for Governing Board Report:

Provide service maintenance and repair of HVAC Units

- B. Full 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:

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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

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

☒ c. **Other:** \$ 40,000.00 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
05	450	8130-0	5650	40,000.00	Fac/Plng	434/7

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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To: Hilaria Bauer, Ph.D., Superintendent

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

Re: Contract Approval McKinley Elevator Corporation

Date: October 12, 2017

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### *Staff Analysis:*

The District is required to provide inspection of all ADA Lifts as regulated by State. These lifts are required by law and must be inspected in order to assure the safety of our students and staff at various facilities district-wide.

The District reached out to three companies and McKinley Elevator Corporation was the only company that responded.

### *Recommendation:*

Staff recommends that the Board of Trustees approve the contract with McKinley Elevator Corporation in the amount of \$20,000 to provide the required inspection for fiscal year 2017-2018.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
 FROM: MAINTENANCE (School/Dept.) VENDOR NO. 18744

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: MCKINLEY ELEVATOR CORPORATION  
 Address: 17611 ARMSTRONG AVE City: IRVINE State: CA Zip: 92614  
 Phone: ( 888 ) 257-5576 Fax: ( )  
 SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_  
 Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates 09/01/2017 to 06/30/2018

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

- A. One line description for Governing Board Report:  
PROVIDE REQUIRED INSPECTION OF ALL ACCESSIBLE LIFTS DISTRICT-WIDE
- B. Full 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:

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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

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

☒ c. **Other:** \$ 20,000.00 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
05	450	8130-0	5815	20,000.00		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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To: Hilaria Bauer, Ph.D., Superintendent

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

Re: Contract Approval Quick Light Recycling

Date: October 12, 2017

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***Staff Analysis:***

The District is required by State regulations to properly dispose of all environmental hazardous material. The District reached out to two (2) companies and Quick Lighting Recycling is the only company that responded.

***Recommendation:***

Staff recommends that the Board of Trustees approve the contract with Quick Light Recycling in the amount of \$20,000 for fiscal year 2017-18.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
 FROM: MAINTENANCE (School/Dept.) VENDOR NO. 20129

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: QUICK LIGHT RECYCLING, LLC  
 Address: P.O. BOX 34 City: BRISBANE State: CA Zip: 94005  
 Phone: (415) 596-2305 Fax: ( )  
 SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_  
 Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 9/01/2017 to 06/30/2018

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

- A. One line description for Governing Board Report:

PROVIDE REMOVAL OF HAZARDOUS MATERIAL DISTRICT-WIDE

- B. Full 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 removal of Non-PCP ballas, Fluorescent lights, Batteries, Broken glass, Metals Halide  
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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

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

X c. **Other:** \$ 20,000.00 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
05	450	8130-0	5815	20,000	Routine Repair	8/31/17

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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To: Hilaria Bauer, Ph.D., Superintendent

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

Re: Contract Approval Precision Communications Systems Inc.

Date: October 12, 2017

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*Staff Analysis:*

The District needs to maintain a contract with an experienced and reliable company that can provide fire alarm inspection and maintenance services district-wide. The District currently has a propriety system which has been in place for many years, thus requirement the District to continue contracting with Precision Communication Systems.

*Recommendation:*

Staff recommends that the Board of Trustees approve the contract with Precision Communications Systems in the amount of \$44,000 for fiscal year 2017-2018.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
 FROM: Maintenance (School/Dept.) VENDOR NO. 21534

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: Precision Communications Systems, Inc.  
 Address: 2005 O'Toole Avenue. City: San Jose State: CA. Zip: 95131  
 Phone: ( 408 ) 583-8140 Fax: ( 408 ) 583-8123  
 SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_  
 Contractor's License: C-10 ;916419 Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 09/01/2017 to 06/30/2018

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

- A. One line description for Governing Board Report:  
Provide Fire Alarm Inspection and Maintenance Service District-Wide  
 B. Full 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:

Fire alarm maintenance, Installation, Testing and Inspection, Central monitoring.  
Clock/PA/Telephone Installation and Maintenance.

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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

- \_\_\_\_\_ a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.  
 \_\_\_\_\_ b. **Flat Rate:** \$ \_\_\_\_\_ to be the total payment to the Contractor including travel and/or other expenses.  
☒ c. **Other:** \$ 44,000.00 (describe rate agreement) 2017-2018 FY.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
05	450	8130-0	5815	44,000.00		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.



**ALUM ROCK**

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To: Hilaria Bauer, Ph.D., Superintendent

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

Re: Contract Approval Prime Mechanical Service, Inc.

Date: October 12, 2017

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*Staff Analysis:*

The District has experienced frequent emergency issues with our walk-in refrigerator and freezer systems making it necessary to maintain a contract with a company that is knowledgeable and experienced with the various equipment district-wide.

The District reached out to three (3) mechanical refrigerant companies. Based on pricing, experience and reliability, staff is recommending to contract with Prime Mechanical Service, Inc.

*Recommendation:*

Staff recommends the Board of Trustees approve the contract with Prime Mechanical Service, Inc. in the amount of \$25,000 for fiscal year 2017-2018.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
 FROM: Maintenance (School/Dept.) VENDOR NO. 22327

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: PRIME MECHANICAL SERVICE, INC  
 Address: 264 WRIGHT BROTHERS RD City: LIVERMORE State: CA Zip: 94551  
 Phone: ( 877 ) 635-4328 Fax: ( 925 ) 292-5528  
 SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_  
 Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates 09/01/2017 to 06/30/2018

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

- A. One line description for Governing Board Report:  
Provide maintenance, repair and installation as needed District-Wide
- B. Full 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:  
To provide emergency maintenance to our walk-in refrigerator and freezers 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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

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

☒ c. **Other:** \$ 25,000.00 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
05	450	8130-0	5815	25,000.00	Fac/Plaza's	8/31/17

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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To: Hilaria Bauer, Ph.D., Superintendent

From: Daniel Flores – Director of Maintenance, Operations and Transportation

Re: Contract Increase with RFC Wireless, Inc.

Date: October 12, 2017

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***Background:***

On May 12, 2016, the Board approved a three year contract with RFC Wireless, Inc., as a communication service provider for bus radios, dispatch base, Emergency Oversight Committee (EOC) radios and back up radios. Since 2015-2016, there is a need to add additional equipment and services which will increase the yearly cost from \$38,232 to \$43,542 per year, an increase of \$5,310 per year.

***Recommendation:*** Staff recommends the Board of Trustees approve the increase in the amount of \$10,620 to cover the additional costs for fiscal years 2017-2018 and 2018-2019.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## PURCHASE ORDER / CONTRACT ADJUSTMENT

P.O. No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Contract Original Amount: \$ 38,232.00

Vendor Name: RFC WIRELESS, INC Vendor No. 17842

Please check:

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

### CONTRACTS ONLY

Change Orders:

Contracts Original Amount \$ 38,232.00  
 Change Order #: \_\_\_\_\_ \$ 10,620.00  
 Change Order #: \_\_\_\_\_ \$ \_\_\_\_\_  
 Change Order #: \_\_\_\_\_ \$ \_\_\_\_\_

**New Contract Total** \$ 48,852.00  
 (including Change Orders)

Line #	FUND	LOCATION	PROGRAM	ACCOUNT	\$ AMOUNT	Accountant Signature & Date
1	03	450	812100	5815	10,620.00	<i>[Signature]</i> 9/27/17

Reason for Adjustment: Contract adjustment to cover the additional equipment and services.  
Please increase in the amount of \$10,620.00 for a total expenditure of \$48,852.00  
for 2017-2018 and 2018-2019.

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

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



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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To: Hilaria Bauer, Ph.D., Superintendent

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

Re: Contract Approval R&R Refrigeration, Inc.

Date: October 12, 2017

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*Staff Analysis:*

The District needs to maintain a contract with an experienced and reliable company that can provide repair and maintenance of the HVAC units district-wide.

The District reached out to three (3) HVAC companies. Based on pricing, experience and reliability, staff is recommending to contract with R&R Refrigeration, Inc.

*Recommendation:*

Staff recommends the Board of Trustees approve the contract with R&R Refrigeration, Inc. in the amount of \$40,000 for fiscal year 2017-18.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: Maintenance (School/Dept.)

VENDOR NO. 13037

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: R & R Refrigeration & Air Conditioning, Inc.

Address: 1775 Monterey Hwy, 66A City: San Jose State: CA Zip: 95112

Phone: (408) 297-0383 Fax: (408) 453-5853

SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 09/01/2017 to 06/30/2018

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

- A. One line description for Governing Board Report:

Provide Repair and Maintenance of HVAC Units at Facilities District-Wide.

- B. Full 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:

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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

☒ b. **Flat Rate:** \$ 40,000.00 to be the total payment to the Contractor including travel and/or other expenses.

☐ c. **Other:** \$ \_\_\_\_\_ (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
05	450	8130-0	5650	40,000.		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · [www.arusd.org](http://www.arusd.org)

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To: Hilaria Bauer, Ph.D., Superintendent  
From: Daniel Flores- Director of M.O.T  
Re: Contract Approval San Jose Boiler Works  
Date: October 12, 2017

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*Summary:*

Due to frequent repair needs for the boilers district-wide, it is necessary to maintain a contract with an experienced and reliable company that can provide emergency repairs.

The District reached out to three (3) companies and San Jose Boiler Works was the only company to respond.

*Recommendation:*

Staff recommends the Board of Trustees approve the contract San Jose Boiler Works in the amount of \$30,000 for fiscal year 2017-2018.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: MAINTENANCE (School/Dept.)

VENDOR NO. 13223

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

Name of Individual/Company: SAN JOSE BOILER WORKS

Address: 1585 SCHALLENBERGER RD City: SAN JOSE State: CA Zip: 95131

Phone: (408) 295-5235 Fax: (408) 295-6365

SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates 09/01/2017 to 06/30/2018

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

A. One line description for Governing Board Report:  
Provide maintenance and repairs District-Wide

B. Full 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:

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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

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

X c. **Other:** \$ 30,000.00 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
05	450	8130-0	5815	30,000.00		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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To: Hilaria Bauer, Ph.D., Superintendent

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

Re: Contract Approval Water Quality Plumbing Inc.

Date: August 29, 2017

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*Staff Analysis:*

The District has experienced emergency issues with our plumbing and needs to maintain a contract with a company who can provide emergency support and repair. Water Quality plumbing Inc. is experienced and knowledgeable to serve the District needs.

We have reached out to at least five other plumbing companies, which two have responded and are ready to work for the school district. Water Quality Plumbing is one of those companies.

*Recommendation:*

Staff recommends the Board approve the contract with Water Quality Plumbing in the amount of \$44,000.00 to ensure that emergency plumbing issues are resolved in timely manner with a cost effective company. Their support and repair will be used District-wide for the 2017-2018 FY.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_

FROM: MAINTENANCE (School/Dept.) VENDOR NO. 18249

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: WATER QUALITY PLUMBING INC.

Address: 1860 Almaden Road City: San Jose State: CA Zip: 95125

Phone: ( 408 ) 267-9330 Fax: ( 408 ) 448-6231

SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates 09/01/2017 to 06/30/2018

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

- A. One line description for Governing Board Report:  
Provide emergency support and repairs related to plumbing District-Wide
- B. Full 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:

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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

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

  X   c. **Other:** \$ 44,000.00 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
05	450	8130-0	5815	44,000.00		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES  
FROM: Student Services (School/Dept.)

CONTRACT NO. \_\_\_\_\_  
VENDOR NO. 17223

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: Gardner Family Care Corporation Inc.  
Address: 1100 E. Virginia St City: San Jose State: CA Zip: 95122  
Phone: 408. 287 6700 Fax: \_\_\_\_\_  
SSN: \_\_\_\_\_ Fed I.D. #: 94-1743078  
Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 10/14/17 to 6/30/18  
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

- A. One line description for Governing Board Report:  
Provides services for substance abuse, mental health & family counseling  
B. Full 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:  
Services include comprehensive assessment, case management, counseling, behavioral, cognitive and family therapy for uninsured and underinsured students.  
4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) 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. **Flat Rate:** \$ 0 to be the total payment to the Contractor including travel and/or other expenses.  
c. **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 five-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.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: Student Services (School/Dept.)

VENDOR NO. \_\_\_\_\_

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: 143 Photo Booths  
 Address: 1734 Arroyo de Oro City: San Jose State: CA Zip: 95116  
 Phone: ( ) Fax: ( )  
 SSN: \_\_\_\_\_ Fed I.D. #: 46-4273376  
 Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 10/13/17 to 6/30/17

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

- A. One line description for Governing Board Report:  
Master Contract for District-wide events 2017-2018 school year
- B. Full 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:  
Master Contract for Photo booth rentals for district wide events for 17-18 school year. first event will be on 10/21/17 - Parent University

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 (Form BUS-106) 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:** \$ 395 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of 2 hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.
- ☐ b. **Flat Rate:** \$ \_\_\_\_\_ to be the total payment to the Contractor including travel and/or other expenses.
- ☐ c. **Other:** \$ \_\_\_\_\_ (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>06</u>	<u>340</u>	<u>9112 R</u>	<u>5815</u>			

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
 FROM: Student Services (School/Dept.) VENDOR NO. \_\_\_\_\_

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: Pepekan children's services (PCS)  
 Address: 290 100th Ave City: Cerritos State: CA Zip: 95020  
 Phone: 408-346-2158 Fax: \_\_\_\_\_  
 SSN: \_\_\_\_\_ Fed I.D. #: 94-1107402  
 Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 10/14/17 to June 30, 2018  
 3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

- A. One line description for Governing Board Report:  
PCS will provide "Drug, Alcohol and Youth" parent education workshop  
 B. Full 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:

- PCS will provide workshops to parents in Spanish and English to middle schools in regard to "Drugs, Alcohol and Youth" PCS will also participate in outreach at Resource Fair and other school events.  
 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 (Form BUS-106) 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 service. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.  
 b. **Flat Rate:** \$ \_\_\_\_\_ to be the total payment to the Contractor including travel and/or other expenses.  
 c. **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 five-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.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Request for Contracted Services

To: BUSINESS OFFICE Contract No.: \_\_\_\_\_ Vendor No.: 13101

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

☒ **MOU** (negotiated Agreement)  
☐ Exhibit B & C (Fingerprinting and TB Test)

☐ **MASTER CONTRACT PARTICIPATION**  
☐ Scope of Work/Proposal

**Note:** All Contracts over \$5,000 require pre-approval.

\* Use Independent Contractor Agreement (BUS-109) for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company: Regents of the University of California, Santa Cruz- CAL-SOAP Program

Address: 1111 Franklin St. 10th Floor City: Oakland State: CA Zip: \_\_\_\_\_

Phone: (408) 531-6127 Fax: ( )

SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_

**CONTRACT TERM:** effective dates October 13, 2017 to June 30, 2018

### CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals and other documentation if necessary.)

Cal-Soap Services for students and families of Fischer and Sheppard Middle School. Program goal is to provide college readiness by increasing information to students about post secondary ed and financial aid. Program will provide mentoring, academic tutoring, scholarships, workshops and more.

**COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

   a. **Fee Rate:** \$ \_\_\_\_\_ per \_\_\_\_\_ Not to Exceed \_\_\_\_\_ of services.

☒ b. **Other:** \$ 0

Describe rate agreement or other costs: No cost to district

**BUDGET CODE:** \_\_\_\_\_

### APPROVALS:

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:**

Site/Department Administrator: [Signature] Date: 10/2/17

Director of Fiscal Services: \_\_\_\_\_ Date: \_\_\_\_\_

Asst. Supt., of Business Services: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

Board of Trustees: \_\_\_\_\_ Date: \_\_\_\_\_



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · [www.arusd.org](http://www.arusd.org)

To: Hilaria Bauer, Ph.D., Superintendent

From: Daniel Flores, MOT Director

Re: Action Towing and Road Services

Date: October 12, 2017

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**Background:** It is necessary for the District to maintain towing services district wide for various towing needs. The District has been contracting with Action Towing and Road Services which includes signage at all sites indicating their contact information. Action Towing and Road Services has demonstrated to be both responsive and reliable. The District had also considered looking into other companies but changing companies would require the District to incur additional costs associated with purchasing and installing new signage.

**Recommendation:** Staff recommends the Board of Trustees approve at three (3) year contract with Action Towing and Road Services for the 2017-2018 through 2019-2020 school years in the amount of \$5,000 per year.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: Transportation (School/Dept.)

VENDOR NO. 11984

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: Action Towing and Road Services

Address: 655 E. Gish Road City: San Jose State: CA Zip: 95112

Phone: (408) 988-4774 Fax: (408) 451-9660

SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates 07/01/2017 to 06/30/2020

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

A. One line description for Governing Board Report: Provide towing and recovery of vehicles, transportation of containers and equipment.

B. Full 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:

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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

☒ b. **Flat Rate:** \$ 5,000.00 Per Year to be the total payment to the Contractor including travel and/or other expenses.

c. **Other:** \$ \_\_\_\_\_ (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	470	32700	5815	\$5,000.00		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · [www.arusd.org](http://www.arusd.org)

To: Hilaria Bauer, Ph.D., Superintendent

From: Daniel Flores, MOT director

Re: P & J Imperial / Imperial Fire

Date: October 12, 2017

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**Background:** The District is required to provide trainings to bus drivers on a yearly basis on how to properly use fire extinguishers that are equipped in the District's buses. P & J Imperial has demonstrated to be experts in this field.

**Recommendation:** Staff recommends the Board of Trustees approve a three (3) year contract with P & J Imperial for the 2017-2018 through 2019-2020 school years in the amount of \$584 per year.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
FROM: Transportation (School/Dept.) VENDOR NO. 18739

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: P & J Imperial Assoc / Imperial Fire  
Address: 1538 Willard Garden Ct. City: San Jose State: CA Zip: 95126  
Phone: (408) 406-3091 Fax: (408) 286-1078  
SSN: \_\_\_\_\_ Fed I.D. #: 510624377  
Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates 8/1/2017 to 6/30/2020  
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. One line description for Governing Board Report:  
Fire Extinguisher Training

- B. Full 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:

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 (Form BUS-106) 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. **Flat Rate:** \$ 584.00 to be the total payment to the Contractor including travel and/or other expenses.

     c. **Other:** \$ \_\_\_\_\_ (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	470	32700	5815	584.00	per year	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · [www.arusd.org](http://www.arusd.org)

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To: Hilaria Bauer, Ph.D., Superintendent

From: Daniel Flores, MOT Director

Re: Yellow Checker Cab contract

Date: October 12, 2017

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**Background:** The District is required to provide transportation services for its Special Education students. In order to ensure that the District complies with its requirement, it is necessary for the District to have an alternative method of transportation on an as needed basis.

**Recommendation:** Staff recommends the Board of Trustees approve the contract with Checker Cab Co. in the amount of \$50,000 dollars for the 2017-2018 school year.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_

FROM: - MOT Transportation (School/Dept.) VENDOR NO. 21740

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: Yellow Checker Cab Co. Inc.

Address: 1880 So. 7th Street City: San Jose State: CA Zip: 95112

Phone: (408) 286-4300 Fax: ( )

SSN: \_\_\_\_\_ Fed I.D. #: 94-2468734

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates August 16, 2017 to July 31, 2018

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

- A. One line description for Governing Board Report:

Transportation to and from school

- B. Full 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 alternative transportation for individual students  
with special needs to and from school safely

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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

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

☒ c. **Other:** \$ \_\_\_\_\_ (describe rate agreement) see attached rate sheet

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	470	32700	5815	\$50,000.00		

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

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

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**PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS**

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**DELEGATION OF AUTHORITY USED**

**RATIFICATION OF CONTRACTS**

Maintenance Daniel Flores	07/01/17 to 09/30/17	Luke J. Weill dba: Luke's Tree Care	\$3,500.00	Provide emergency tree pruning and removal District-wide Funding: Restricted
Maintenance Daniel Flores	07/01/17 to 09/30/17	Kal Glass Shop, Inc	\$12,403.00	Emergency glass repair District-wide Funding: General
Maintenance Daniel Flores	09/01/17 to 09/30/17	Silicon Valley Lockmaster, Inc.	\$2,739.00	Provide emergency support and repairs due to vandalism District-wide Funding: Restricted
Maintenance Daniel Flores	08/01/17 to 09/30/17	S & S Plumbing Inc. dba: Dependable Rooter and Plumbing	\$3,242.00	Emergency plumbing services at Ryan E.S. and Sheppard M. S. Funding: Restricted

COPY 13.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Date: July 31, 2017

**Subject:** Delegation of Authority to Approve Bids and Award Contracts for Facilities 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 2017-2018 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 *M.M.*

Title: Procurement Manager

Approved by: Kolvira Chheng *K*

Title: Assistant Superintendent of Business Services

Aug. 2, 2017

To the Board of Trustees:

Meeting: August 10, 2017

ARUESD  
Board Approved

Recommended Approval

13.04  
Agenda Placement

*Hilaria Bauer*  
Hilaria Bauer, Ph.D., Superintendent

8/10/17

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Andrés Quintero

Seconded by: Dolores Marquez

Approved 4

Not Approved 1

Tabled

at set: Kate Mantley



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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To: Hilaria Bauer, Ph.D., Superintendent

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

Re: Contract Approval Luke J. Weill DBA: Luke's Tree Care

Date: October 12, 2017

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***Background:***

Due to unexpected tree damage, Luke's Tree Care was called in to perform an emergency tree removal at Chavez elementary. The cost of the tree removal is \$3,500.

***Recommendation:***

Staff recommends that the Board approve the contract with Luke's Tree Care in the amount \$3,500 for the cost of the emergency tree removal.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
 FROM: MAINTENANCE (School/Dept.) VENDOR NO. 18859

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: LUKE J. WEILL DBA: LUKE'S TREE CARE  
 Address: 216 S. CLEMENT AVE City: SAN JOSE State: CA Zip: 95127  
 Phone: (408) 390-4812 Fax: (408) 791-6372  
 SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_  
 Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 07/01/2017 to 09/30/2017

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

- A. One line description for Governing Board Report:

Provide Emergency Tree Pruning and Removal District-wide

- B. Full 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:

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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

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

☒ c. **Other:** \$ 3,500.<sup>00</sup> (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>05</u>	<u>450</u>	<u>8130-0</u>	<u>5815</u>	<u>3,500.<sup>00</sup></u>		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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To: Hilaria Bauer, Ph.D., Superintendent

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

Re: Contract Approval Kal Glass Shop Inc.

Date: October 12, 2017

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***Background:***

The District experienced numerous vandalism district wide resulting in broken windows, thus it was necessary to request Kal Glass Shpp, Inc. to perform emergency window repairs.

***Recommendation:***

Staff recommends that the Board of Trustees approve the contract with Kal Glass Shop Inc. in the amount of \$12,403 for the cost of emergency window repairs.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
 FROM: Maintenance (School/Dept.) VENDOR NO. 22073

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: Kal Glass Shop, Inc.  
 Address: 2222 ALUM ROCK AVE City: SAN JOSE State: CA Zip: 95116  
 Phone: (408) 251-7833 Fax: (408) 251-9420  
 SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_  
 Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 07/01/17 to 09/30/17
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:
- A. One line description for Governing Board Report:  
Emergency Glass Repair District-wide
- B. Full 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 emergency glass repair and replacement due to vandalism at various facilities.
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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

- a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.
- b. **Flat Rate:** \$ \_\_\_\_\_ to be the total payment to the Contractor including travel and/or other expenses.
- ☒ c. **Other:** \$ 12,403. (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>03</u>	<u>450</u>	<u>81400</u>	<u>5815</u>	<u>\$12,403.</u>		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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To: Hilaria Bauer, Ph.D., Superintendent

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

Re: Contract Approval Silicon Valley Lockmaster, Inc.

Date: October 12, 2017

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***Background:***

The District experienced numerous vandalism district wide resulting in broken doors and locks, thus it was necessary to request Silicon Valley Lockmaster, Inc. to perform emergency doors and locks repairs.

***Recommendation:***

Staff recommends that the Board of Trustees approve the contract with Silicon Valley Lockmaster, Inc. in the amount of \$2,739 for the cost of emergency doors and locks repairs.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
 FROM: MAINTENANCE (School/Dept.) VENDOR NO. 17554

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: SILICON VALLEY LOCKMASTER, INC.  
 Address: 1444 S. MAIN ST. City: MILPITAS State: CA. Zip: 95035  
 Phone: (408) 262-2096 Fax: (408) 262-5517  
 SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_  
 Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 9/01/17 to 9/30/17

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

- A. One line description for Governing Board Report:

Provide emergency support and repairs due to vandalism District-wide.

- B. Full 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:

Assist Locksmith District-wide on rekeying doors, locks, and other special projects like re-key cylinders.

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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

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

☒ c. **Other:** \$ 2,739.00 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>05</u>	<u>450</u>	<u>8130-0</u>	<u>5815</u>	<u>2,739.00</u>		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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To: Hilaria Bauer, Ph.D., Superintendent

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

Re: Contract Approval Dependable Rooter & Plumbing

Date: October 12, 2017

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***Staff Analysis:***

The District experienced emergency plumbing issues at various sites, thus Dependable Rooter & Plumbing were called in to perform emergency plumbing repairs.

***Recommendation:***

Staff recommends the Board of Trustees approve the contract the contract with Dependable Rooter & Plumbing in the amount of \$3,242 for the cost of the emergency plumbing repair.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
 FROM: maintenance (School/Dept.) VENDOR NO. 22409

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 & Plumbing  
 Address: 820 Faulstich Ct. City: San Jose State: CA Zip: 95112  
 Phone: (408) 920-7080 Fax: (408) 709-3630  
 SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_  
 Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 08/01/2017 to 09/30/2017  
 3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

- A. One line description for Governing Board Report:

Emergency plumbing services at Ryan, and Sheppard ms.

- B. Full 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:

Ryan - closed drain by Room 12. DRP snake 65-70 FT. to restoring flow  
Sheppard - closed drain in boy's restroom.

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 (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

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

X c. **Other:** \$ 3,242. (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>05</u>	<u>450</u>	<u>8130-0</u>	<u>5815</u>	<u>3,242.</u>		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-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.

Office of Superintendent of Schools

12.04

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: September 27, 2017

**Subject:**                    **Approval of Fundraising Activities**

**Staff Analysis:**        The District has received fundraising requests as summarized on the attached sheet dated October 12, 2017.

**Recommendation:** Staff recommends approval of these fundraising event requests.

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

To the Board of Trustees:

Meeting:        October 12, 2017  
                     Regular Board Meeting

**Recommend Approval**

12.04  
Agenda Placement

  
Hilana Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_



**APPROVAL OF FUNDRAISING ACTIVITY**

<b><u>SCHOOL</u></b>	<b><u>FUNDRAISING ACTIVITY</u></b>	<b><u>ACTIVITY SPONSOR</u></b>	<b><u>DATE</u></b>
Adelante Acad	Recycling Sales	ASB	09/17/17-06/11/18
Adelante Acad	Movie Night Sales	PTA	11/03/17-11/03/17
Adelante Acad	Movie Night Sales	PTA	09/29/17-09/29/17
Adelante Acad	T-Shirt Sales	PTA	09/13/17-12/30/17
Adelante Acad	8 <sup>th</sup> Grade Prom Picture Sales	PTA	11/01/17-03/20/18
Aptitud Acad	Chuck E. Cheese Family Night Sales	ASB	10/27/17-10/27/17
Aptitud Acad	Chuck E. Cheese Family Night Sales	ASB	03/16/18-03/16/18
Aptitud Acad	Cookie Dough Catalog Sales	PTA	09/18/17-09/26/17
Aptitud Acad	Gingerbread Houses' Sales	PTA	12/07/17-12/07/17
Aptitud Acad	PTA Shirt Sales	PTA	09/18/17-06/14/18
Cassell Elem	Walk-a-Thon Sales	ASB	04/20/18-04/20/18
Cassell Elem	Balloon/Pencil Grams' Sales	ASB	12/05/17-03/31/18
Cassell Elem	Family Event Night Sales	ASB	06/07/18-06/07/18
Chavez Elem	Contributions to the ASB Account	ASB	09/29/17-06/13/18
Chavez Elem	Fall Festival Sales	ASB	10/31/17-10/31/17
Chavez Elem	See's Candy Catalog Sales	ASB	11/13/17-12/22/17
Cureton Elem	Parent/Child Dance Sales	ASB	02/16/18-02/16/18
Cureton Elem	Box Top Sales	ASB	10/01/17-05/30/18
Cureton Elem	T-Shirt Sales	ASB	10/19/17-10/30/17
Cureton Elem	Book Fair Sales	ASB	03/19/18-03/23/18
Cureton Elem	Walk-a-Thon Sales	ASB	09/23/17-09/23/17
Cureton Elem	Catalog Sales	ASB	11/01/17-11/01/17
Cureton Elem	Fall Festival Sales	ASB	10/31/17-10/31/17
Cureton Elem	Yearbook Sales	ASB	04/01/18-06/15/18
Dorsa Elem	Turkey Trot/Walk-a-Thon Sales	PTA	11/15/17-11/15/17

**APPROVAL OF FUNDRAISING ACTIVITY (continued)**

<b><u>SCHOOL</u></b>	<b><u>FUNDRAISING ACTIVITY</u></b>	<b><u>ACTIVITY SPONSOR</u></b>	<b><u>DATE</u></b>
Dorsa Elem	Fall Festival Sales	PTA	10/31/17-10/31/17
Fischer Middle	Cookie Dough Catalog Sales	ASB	10/09/17-11/28/17
Fischer Middle	Fall Festival Sales	PTA	10/26/17-10/26/17
Hubbard Elem	Contributions to the ASB Account	ASB	08/28/17-06/14/18
Hubbard Elem	Smencil Pencil Sales	PTA	03/05/18-03/28/18
Hubbard Elem	Book Fair Sales	PTA	04/23/18-04/27/18
Hubbard Elem	See's Candy Catalog Sales	PTA	01/16/18-01/30/18
Hubbard Elem	See's Candy Catalog Sales	PTA	03/05/18-03/20/18
Hubbard Elem	Valentine Picture Sales	PTA	02/05/18-02/09/18
Hubbard Elem	Photo Sales	PTA	12/04/17-12/08/17
Hubbard Elem	Book Fair Sales	PTA	10/31/17-11/03/17
Hubbard Elem	Family Night Sales	PTA	01/26/18-01/26/18
Hubbard Elem	Fall Festival Sales	PTA	10/27/17-10/27/17
Hubbard Elem	Chocolate Bar Sales	PTA	11/06/17-11/30/17
McCollam Elem	Contributions to the ASB Account	ASB	08/28/17-06/14/18
McCollam Elem	Catalog Sales	PTA	10/30/17-10/30/17
McCollam Elem	Birthday Grams' Sales	PTA	10/01/17-06/14/18
McCollam Elem	Book Fair Sales	PTA	10/16/17-10/20/17
McCollam Elem	School Dance Sales	PTA	10/27/17-10/27/17
McCollam Elem	Book Fair Sales	PTA	10/17/17-10/17/17
Meyer Elem	Walk-a-Thon Sales	PTA	10/19/17-10/19/17
Meyer Elem	PTA Holiday Sales	PTA	12/01/17-12/20/17
Meyer Elem	Chocolate Sales	PTA	10/13/17-10/31/17
Ocala Acad	PE Clothes' Sales	ASB	08/30/17-06/14/18

**APPROVAL OF FUNDRAISING ACTIVITY (continued)**

<b><u>SCHOOL</u></b>	<b><u>FUNDRAISING ACTIVITY</u></b>	<b><u>ACTIVITY SPONSOR</u></b>	<b><u>DATE</u></b>
Ocala Acad	Catalog Sales	ASB	10/13/17-10/24/17
Renaissance Acad	Contributions to the ASB Account	ASB	10/16/17-06/14/18
Renaissance Acad	Year Book Sales	ASB	11/18/17-06/14/18
Renaissance Acad	Promotion Gowns' Sales	ASB	01/08/18-06/14/18
Renaissance Acad	School Logo T-Shirts/Sweatshirts Sales	ASB	10/16/17-06/14/18
Renaissance Acad	Spring Dance Sales	PTO	04/19/18-04/19/18
Renaissance Acad	Spring Grams' Sales	PTO	04/11/18-04/27/18
Renaissance Acad	Winter Dance Sales	PTO	12/21/17-12/21/17
Renaissance Acad	Winter Grams' Sales	PTO	12/13/17-12/22/17
Renaissance Acad	Halloween Dance Sales	PTO	10/26/17-10/26/17
Renaissance Acad II	Fall Festival Sales	PTO	10/13/17-10/13/17
Renaissance Acad II	Halloween Dance Sales	PTO	10/27/17-10/27/17
Renaissance Acad II	Winter Dance Sales	PTO	12/22/17-12/22/17
Renaissance Acad II	Valentine Dance Sales	PTO	02/09/18-02/09/18
Russo/McEntee Acad	Contributions to the ASB Account	ASB	10/09/17-06/14/18
Ryan Elem	Fall Carnival Sales	ASB	10/26/17-10/26/17
Ryan Elem	Contributions to the ASB Account	ASB	10/02/17-06/14/18
San Antonio Elem	Contributions to the ASB Account	ASB	08/28/17-06/14/18

12.05

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**


To the Board of Trustees:

Date: September 27, 2017

**Subject:** Acceptance of Donations

**Staff Analysis:** The District has received donations as summarized on the sheet dated October 12, 2017.

**Recommendation:** Staff recommends approval for acceptance of these donations.

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

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**Recommend Approval**

12.05  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

**ACCEPTANCE OF DONATIONS**

<b><u>DONOR NAME</u></b>	<b><u>DESCRIPTION OR PURPOSE</u></b>	<b><u>ESTIMATED VALUE</u></b>	<b><u>RECEIVING SCHOOL OR DEPARTMENT</u></b>
AGM Group	Materials & Supplies	\$ 3,499.00 (100 mats)	ARUESD-Physical Ed Program
The Hugh Stuart Center Char. Trust	Materials & Supplies	\$ 15,000.00	Aptitud Acad
The Hugh Stuart Center Char. Trust	Materials & Supplies	\$ 15,000.00	Aptitud Acad
Bay Area Discovery Museum	Materials & Supplies	\$ 36.00	Chavez Elem
Lifetouch	Materials & Supplies	\$ 731.00	Cureton Elem
The Kula Foundation	Materials & Supplies	\$ 3.99	Cureton Elem
YourCause LLC Trustee for PG&E	Materials & Supplies	\$ 300.00	Dorsa Elem
Philanthropic Ventures Foundation	Materials & Supplies	\$ 500.00	Hubbard Acad
YourCause LLC Trustee for PG&E	Materials & Supplies	\$ 390.00	Linda Vista Elem
Philanthropic Ventures Foundation	Materials & Supplies	\$ 255.00	L.U.C.H.A.
Lifetouch	Materials & Supplies	\$ 388.00	L.U.C.H.A.
The Kula Foundation	Materials & Supplies	\$ 8.73	Lyndale Elem
Philanthropic Ventures Foundation	Materials & Supplies	\$ 1,000.00	Lyndale Elem
Lifetouch	Materials & Supplies	\$ 253.00	Lyndale Elem
Lifetouch	Materials & Suppliers	\$ 537.00	McCollam Elem
AT&T Employee Giving Campaign	Materials & Supplies	\$ 40.00	McCollam Elem
AT&T Employee Giving Campaign	Materials & Supplies	\$ 60.00	McCollam Elem
The Kula Foundation	Materials & Supplies	\$ 15.95	McCollam Elem
AT&T Employee Giving Campaign	Materials & Supplies	\$ 40.00	McCollam Elem
Philanthropic Ventures Foundation	Materials & Supplies	\$ 500.00	McCollam Elem
Environmental Volunteers	Materials & Supplies	\$ 2,000.00	Ocala Acad
The Benevity Community Impact Fund	Materials & Supplies	\$ 610.00	Ocala Acad
The Kula Foundation	Materials & Supplies	\$ 11.10	Renaissance Acad
Novelyn Agbavani Factor	Materials & Supplies	\$ 359.67	Renaissance Acad
Philanthropic Ventures Foundation	Materials & Supplies	\$ 496.00	Renaissance Acad II
The Kula Foundation	Materials & Supplies	\$ 8.65	Russo/McEntee Acad
eScrip	Materials & Supplies	\$ 46.7	Russo/McEntee Acad
Russo/McEntee PTA	Materials & Supplies	\$ 9,336.31	Russo/McEntee Acad

**ACCEPTANCE OF DONATIONS (continued)**

<b><u>DONOR NAME</u></b>	<b><u>DESCRIPTION OR PURPOSE</u></b>	<b><u>ESTIMATED VALUE</u></b>	<b><u>RECEIVING SCHOOL OR DEPARTMENT</u></b>
PG&E	Materials & Supplies	\$ 140.00	Ryan Elem
Lifetouch	Materials & Supplies	\$ 84.00	Ryan Elementary
The Kula Foundation	Materials & Supplies	\$ 14.83	Ryan Elementary
eScrip	Materials & Supplies	\$ 38.69	Ryan Elementary
Lifetouch	Materials & Supplies	\$ 261.00	San Antonio Elementary
Lifetouch	Materials & Supplies	\$ 287.00	San Antonio Elementary



Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES**

To the Board of Trustees:

October 3, 2017

**Subject:** **Enrollment/Attendance Report for Month 1  
(August 28 thru September 22, 2017)**

**Staff Analysis:** The Enrollment/Attendance Report for the attendance September 22, 2017 provides information on how many students are enrolled at each school and what percent attended class. This report captures our ADA percentages for the first seven months of the school year. It establishes our Local Control Funding Formula (LCFF) for 2017/2018 school year.

**Month 1**

September 22, 2017

Regular Ed & SDC ADA

97.21%

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

Submitted by: Debbie Elliott Title: Coordinator, Assessment & Accountability

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

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**Recommend Approval**

12.06  
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 Jose, CA 95127

12.07

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES**

To the Board of Trustees:

October 1, 2017

**Subject:** Vendor & Payroll Warrants

**Staff Analysis:** Summary of Vendor and Payroll Warrants issued during September month of Fiscal Year 2017/2018.

Total of vendor warrants	\$	12,452,233.29
Total of payroll warrants	\$	<u>4,613,969.15</u>
<b>Total</b>	<b>\$</b>	<b>17,066,202.44</b>

**Recommendation:** Staff recommends approval of the Vendor & Payroll Warrants for the month of September 2017.

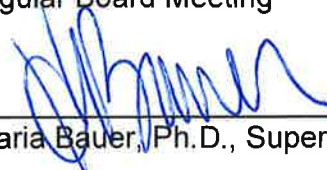
Approved by: Kolvira Chheng  Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**Recommend Approval**

12.07  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

**September 2017**

<b><u>VENDOR WARRANTS</u></b>	<b><u>AMOUNT</u></b>
General Fund (Incl Payroll A/P)	\$5,254,452.74
Cafeteria Fund	\$180,797.67
Deferred Maintenance Fund	\$0.00
Building Fund	\$5,733,641.69
Capital Facilities Fund	\$0.00
County School Facility Fund	\$0.00
Special Reserve for Capital Outlay Fund	\$0.00
Health and Welfare	\$1,262,641.79
Worker's Comp	\$28.16
<b>Subtotal</b>	<b><u>\$12,431,562.05</u></b>
Student Body Fund	\$20,671.24
<b>Total Vendor Warrants</b>	<b><u>\$12,452,233.29</u></b>
<b><u>PAYROLL WARRANTS</u></b>	
10th of the month	\$305,477.78
EOM Payroll	\$4,306,106.74
Manual Checks	\$2,068.47
Void Checks	\$316.16
<b>Total Payroll Warrants</b>	<b><u>\$4,613,969.15</u></b>
<b>Grand Total All Warrants</b>	<b><u>\$17,066,202.44</u></b>

AP Warrants used # 136766 - 137231  
AP Direct Deposit Stub Used #1010001 - 1010095  
Payroll Direct Deposit Pay Stub used # 60269641- 60271070  
Payroll Checks used #10117868 - 10118055

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: Approve/Ratify Notices of Employment and Changes of Status/October 12, 2017/  
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: October 12, 2017  
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: \_\_\_\_\_

## **CLASSIFIED PERSONNEL – October 12, 2017**

### **CLASSIFIED OFFERS OF EMPLOYMENT:**

<b>I. <u>New Hire:</u></b>		
1. Padilla, Alannah Rocio	Paraeducator Special Education II/Meyer	09/21/17
<b>II. <u>Re-Hire:</u></b>		
1. Fuentes- Castellano, Melissa	Paraeducator – Kinder/Linda Vista	09/18/17
2. Garces, Yvette Angela	Paraeducator Special Education II/Lyndale	10/02/17
3. Jones, Dominique	Paraeducator – Kinder/Linda Vista	09/13/17
4. Raras, Kenneth	Paraeducator – Kinder/Linda Vista	09/11/17
5. Sapien, Shannon Lee	Paraeducator – Kinder/ L.U.C.H.A	09/11/17
6. Sumera, Shirley	Paraeducator – Kinder/L.U.C.H.A	09/12/17
<b>III. <u>Change of Status:</u></b>		
1. Garcia, Juliane M	Health Assistant & Campus Paraeducator/ L.U.C.H.A & Sheppard	08/28/17
2. Ramirez, Fabien Zamora	Maintenance Worker III/M.O.T	09/01/17
<b>IV. <u>Working Out of Classification:</u></b>		
1. Sanches, Genesis E	School Administrative Assistant/Renaissance II	08/21/17-10/16/17
<b>V. <u>39month Re-Employment:</u></b>		
1. Willett, Rob	Tech Support Specialist/ITSS	09/13/17-12/13/20
<b>VI. <u>Termination:</u></b>		
1. Tut, Inderveer Singh	Paraeducator Special Education II/Ryan	08/25/17
<b>VII. <u>Contracted Employee:</u></b>		
1. Beeks, Jarzzale	Afterschool Sports Coach/ Fischer	09/12/17-06/14/18
2. Beeks, Jarzzale	Athletics Coach/Renaissance I/Fischer	10/13/17-06/28/18
3. Bradley, Roland	Afterschool Sports Coach/ Fischer	09/12/17-06/14/18
4. Diaz, Jose	Soccer Coach/ Adelante I	09/18/17-06/08/18
5. Funck, Beverly	Student Support/ Hubbard	08/28/17-06/14/18
6. Pruitt, Juane	Afterschool Sports Coach/ Fischer	09/12/17-06/14/18
7. Williams, David	Wrestling Coach/ Adelante I	09/12/17-06/08/18
<b>VIII. <u>Contracted Employee – Increase Contract Limit:</u></b>		
1. Lopez-Fuenzalida, Claudia	Document Translator /State & Federal	07/01/17-06/30/18 From: \$4,950 To: \$8,950



**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-  
HUMAN RESOURCES DEPARTMENT  
MEETING OF THE BOARD OF TRUSTEES  
October 12, 2017**

**CERTIFICATED OFFERS OF EMPLOYMENT:**

**I. New Hires:**

1. Castro, Monique Arnal	K/Russo/McEntee Academy	09/05/2017
2. Flores, Juan	Assistant Principal/George Middle School	08/11/2017
3. Gomez, Rigoberto	Assistant Principal/APTITUD/Hubbard Elem.	08/28/2017

**II. Residential Substitute Teacher Agreement:**

1. Almazan, Epsom	Residential Substitute Teacher	10/29/2017
2. Cook, Steve	Residential Substitute Teacher	10/29/2017
3. Faines, Anna	Residential Substitute Teacher	10/29/2017
4. Faines, James	Residential Substitute Teacher	10/29/2017
5. Harlow, William(Bill)	Residential Substitute Teacher	10/29/2017
6. Hawkins, Zane	Residential Substitute Teacher	10/29/2017
7. Hernandez, Frank	Residential Substitute Teacher	10/29/2017
8. Lored, Michael	Residential Substitute Teacher	10/29/2017
9. Loui, Florence	Residential Substitute Teacher	10/29/2017
10. Manundo, Marlon	Residential Substitute Teacher	10/29/2017
11. Morquecho, Leticia	Residential Substitute Teacher	10/29/2017
12. Rojas, Raul	Residential Substitute Teacher	10/29/2017
13. Vasquez, Mary	Residential Substitute Teacher	10/29/2017

**III. Employee Contracts:**

1. Englund, Flora	Hearing Officer	09/15/2017-06/30/2018
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**CERTIFICATED CHANGES OF STATUS:**

**IV. Temporary Status to Probationary I Status Effective 08/22/2017:**

1. Arnal-Castro, Monique	Russo/McEntee Academy
2. Bennett, Jessica	L.U.C.H.A. Academy
3. Cervantes, Beth	Ocala Middle School
4. Franco, Brittany	Chavez Elementary
5. Manluco, Joseph	Mathson Middle School
6. McDonnal, Karen	Lyndale Elementary
7. Pellegrino, Liana	Ryan Elementary
8. Poole, Gloria	Fischer Middle School
9. Pugel, Perry	Meyer Elementary
10. Ramirez, Zonia	ADELANTE Academy I
11. Swank, Radel	Dorsa Elementary
12. Herrera, Alejandro	George Middle School

- |                       |                        |
|-----------------------|------------------------|
| 13. Penaloza, Daisy   | Dorsa Elementary       |
| 14. Porter, Linda     | Dorsa Elementary       |
| 15. Ury, Patricia     | Renaissance Academy II |
| 16. Tarde, Ketki      | George Middle School   |
| 17. Hernandez, Taylor | George Middle School   |
| 18. Werner, David     | Painter Elementary     |

**V. Provisional Internship Permit:**

- |                  |  |
|------------------|--|
| 1. Estrada, Luis | 5 Bilingual Spanish/ADELANTE Academy I |
| 2. Miller, Haley | TK/Linda Vista Elementary              |

**VI. Administrative Changes of Status:**

- |                        |  |            |
|------------------------|--|------------|
| 1. Campbell, Barbara   | Director, Academic Services Department | 07/01/2017 |
| 2. Natividad, Jonathan | Principal, Hubbard Media Arts Academy  | 08/15/2017 |

Office of Superintendent of Schools

12.09

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: September 27, 2017

**Subject:** Resolution #14 – 17/18  
GANN Limit Calculations

**Staff Analysis:** In November of 1979, California voters approved Proposition 4, an initiative that added Article XIII B to the California Constitution. This constitutional amendment, known as the Gann Initiative, placed limits on the growth of expenditures for publicly funded programs. Division 9 of Title 1, beginning with Section 7900 of the Government Code, was then added to law to specify the process for calculating state and local government appropriation limits and appropriations subject to limitation under Article XII B of the Constitution. These constitutional and statutory sections explain and define the appropriations limit and appropriations subject to limitation as they apply to state and local government, and require that each entity of government formally "adopt" its appropriations limit for a given fiscal year.

Education Code sections 1629 and 42132 specify that each year district Governing Boards shall adopt a resolution identifying their estimated appropriations limits for the current year and their actual appropriations limit for the preceding year. The documentation supporting the GANN adoption resolution shall be made available to the public.

**Recommendation:** Staff recommends that the Board accept the GANN Limit Calculations and adopt Resolution #14 – 17/18 as presented.

Submitted by: Efrain Robles  Title: Director, Fiscal Services

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**Recommend Approval**

12.09  
Agenda Placement

  
Hilana Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**  
RESOLUTION NO 14 – 17/18

**RESOLUTION FOR ADOPTING THE “GANN” LIMIT**

*(Normal, no increase to Limit pursuant to G.C. 7902.1 [nothing on line K {COE line P}])*

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2016-2017 fiscal year and a projected Gann Limit for the 2017-2018 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law; and,

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2016-2017 and 2017-2018 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2016-2017 and 2017-2018 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of October, 2017, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

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Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Absent \_\_\_\_\_ Abstain \_\_\_\_\_

**Board of Trustees:**

Esau Ruiz Herrera, President

Andres Quintero, Vice-President

Dolores Márquez, Clerk

Karen Martinez, Member

Khanh Tran, 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 October 12, 2017.

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Hilaria Bauer, Ph.D., Superintendent

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Date

	2016-17 Calculations			2017-18 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>A. PRIOR YEAR DATA</b> (2015-16 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	<b>2015-16 Actual</b>			<b>2016-17 Actual</b>		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	63,946,220.22		63,946,220.22			64,826,425.23
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	10,587.26		10,587.26			10,185.59
ADJUSTMENTS TO PRIOR YEAR LIMIT	<b>Adjustments to 2015-16</b>			<b>Adjustments to 2016-17</b>		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
<b>B. CURRENT YEAR GANN ADA</b> (2016-17 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	<b>2016-17 P2 Report</b>			<b>2017-18 P2 Estimate</b>		
1. Total K-12 ADA (Form A, Line A6)	9,735.62		9,735.62	9,691.38		9,691.38
2. Total Charter Schools ADA (Form A, Line C9)	449.97		449.97	443.41		443.41
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			10,185.59			10,134.79
<b>C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED</b> TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	<b>2016-17 Actual</b>			<b>2017-18 Budget</b>		
1. Homeowners' Exemption (Object 8021)	114,440.46		114,440.46	114,440.00		114,440.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	22,533,625.50		22,533,625.50	22,553,566.00		22,553,566.00
5. Unsecured Roll Taxes (Object 8042)	1,507,068.55		1,507,068.55	1,507,069.00		1,507,069.00
6. Prior Years' Taxes (Object 8043)	0.00		0.00	0.00		0.00
7. Supplemental Taxes (Object 8044)	4,503,363.59		4,503,363.59	4,154,000.00		4,154,000.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	13,251,774.00		13,251,774.00	12,317,249.00		12,317,249.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	0.00		0.00	0.00		0.00
12. Parcel Taxes (Object 8621)	2,117,983.26		2,117,983.26	3,976,117.00		3,976,117.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	44,028,255.36	0.00	44,028,255.36	44,622,441.00	0.00	44,622,441.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	44,028,255.36	0.00	44,028,255.36	44,622,441.00	0.00	44,622,441.00

	2016-17 Calculations			2017-18 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>EXCLUDED APPROPRIATIONS</b>						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			2,364,375.00			2,688,968.00
<b>OTHER EXCLUSIONS</b>						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			2,364,375.00			2,688,968.00
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
24. LCFF - CY (objects 8011 and 8012)	72,928,070.00		72,928,070.00	73,588,070.00		73,588,070.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	14,544.00		14,544.00	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	72,942,614.00	0.00	72,942,614.00	73,588,070.00	0.00	73,588,070.00
<b>DATA FOR INTEREST CALCULATION</b>						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	132,672,855.33		132,672,855.33	128,449,570.85		128,449,570.85
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	258,152.80		258,152.80	100,000.00		100,000.00
<b>APPROPRIATIONS LIMIT CALCULATIONS</b>	2016-17 Actual			2017-18 Budget		
<b>D. PRELIMINARY APPROPRIATIONS LIMIT</b>						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			63,946,220.22			64,826,425.23
2. Inflation Adjustment			1.0537			1.0369
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9621			0.9950
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			64,826,425.23			66,882,427.72
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>						
5. Local Revenues Excluding Interest (Line C18)			44,028,255.36			44,622,441.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			1,222,270.80			1,216,174.80
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			23,162,544.87			24,948,954.72
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			23,162,544.87			24,948,954.72
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			130,993.71			54,204.62
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			44,159,249.07			44,676,645.62
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			23,031,551.16			24,894,750.10
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			44,159,249.07			
b. State Subventions (Line D8)			23,031,551.16			
c. Less: Excluded Appropriations (Line C23)			2,364,375.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			64,826,425.23			



\* Please provide below an explanation for each entry in the adjustments column.

(408) 928-6839  
Contact Phone Number

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:

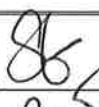

Date: September 26, 2017

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

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

The Santa Clara County Office of Education requires that the District submit a Quarterly Report on Williams Uniform Complaints for all four identified schools. The complaints could be in the areas of insufficient textbooks, teacher vacancy or poor conditions of facilities. During July 1 through September 30, 2017, there were no complaints.

**Recommendation:** Staff recommends approval of the Quarterly Report on Williams Uniform Complaints.

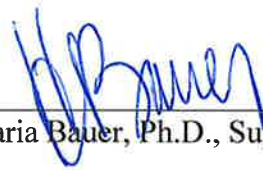
Submitted by: Sandra García  Title: Director of State and Federal Programs  
Approved by: Rene Sanchez  Title: Assistant Superintendent of Instructional Services

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**Recommend Approval**

12.10  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

***Elementary School District Form***

**Quarterly Report on Williams Uniform Complaints**

[As required by Education Code § 35186]

District: Alum Rock Union Elementary School District

Date Submitted to SCCOE: October 17, 2017      Date Reported to District Governing Board at a public meeting: October 12, 2017

Reporting on the Quarter (check one)

<input type="checkbox"/>	January 1 through March 31
<input type="checkbox"/>	April 1 through June 30
<input checked="" type="checkbox"/>	July 1 through September 30
<input type="checkbox"/>	October 1 through December 31

Please check the box that applies:

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

General Subject Area	Total Number of Complaints Received	Total Number of Complaints Resolved	Number Unresolved
<b>Textbooks and Instructional Materials</b>	0	0	0
<b>Teacher Vacancy or Misassignment</b>	0	0	0
<b>Facilities Conditions</b>	0	0	0
<b>TOTALS</b>	0	0	0

Submitted by Sandra García

Title Director of State and Federal Programs

District Superintendent Hilaria Bauer, Ph.D.

Signature 

Signature \_\_\_\_\_

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

12.11

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: **Approve New Job Description – Coordinator, School Mental Wellness Support Services**

**Staff Analysis:**

Through an analysis of stakeholder input during our LCAP process, there was a demonstrated need for socio-emotional support with counseling for our K-8 students. Under LCAP goal 3.2, a limited amount of funds can support this socio-emotional need. The Santa Clara County has provided a \$300,000 grant to the District to provide a pilot program to provide these socio-emotional services. The Coordinator of School Mental Wellness Support Services will oversee this program under the direction of the Director of Student Services.

**Recommendation:**

Staff recommends approval of the new job description Coordinator, School Mental Wellness Support Services.

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

To the Board of Trustees:

**Recommend Approval**

Meeting:

October 12, 2017

Regular Board Meeting

12.11  
Agenda Placement

Hilaria Bauer, Ph. D, Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

**Position Title:** Coordinator of School Mental Wellness Support Services

**Reports to:** Director of Student Services

**Functions:** Develop, implement, & maintain school-based mental wellness support services for ARUSD elementary school students

**Areas of Responsibility:**

- Develop & implement Mental Wellness Internship program
- Develop & maintain relationships with universities
- Develop & maintain relationships with various service agencies to support presenting student needs
- Recruit graduate level interns (School Counselor & Marriage Family Therapist)
- Create schedule of ongoing professional development for interns
- Facilitate communication between Interns, School Counselors, & Service Agency Partners
- Conduct evaluations on a semester basis
- Meet with University Supervisor to discuss field placement as well as progress
- Conduct weekly supervision with interns
- Assist interns with parent consultation
- Consult with interns for guidance regarding CPS reporting, suicide assessment, and various crisis situations which may present themselves
- Facilitate training & professional development for interns, School Counselors, & general staff
- Prepare & maintain supervision notes, & files
- Other responsibilities assigned by the supervisor

**Education & Experience:**

- Master's Degree in Marriage Family Therapy, or Life Clinical Social Worker or related field
- Minimum five (5) years of therapy, or social work experience working in or in conjunction with K-8 environment
- Minimum three to five (3-5) years of intern supervision experience

**KNOWLEDGE & ABILITIES**

**KNOWLEDGE OF:**

- Curriculum development & implementation of counseling/therapeutic strategies
- Principles & practices of supervision
- Interpret data & apply learnings to modify program delivery to better suit student needs
- Implement National Standards of Counseling/Therapy
- Oral & written communication skills
- Active listening & boundary setting skills
- Applicable laws, ethics, codes, rules, & regulations related to assigned activities

**ABILITY TO:**

- Assist with curriculum development & implementation of counseling/therapeutic strategies

**Licenses & Other Requirements:**

- Valid License, Marriage & Family Therapy or Clinical Social Work
- Two (2) years post-license

**Qualifications:**

- Knowledge of K-8 system
- Knowledge of counseling principles and theories
- Bilingual preferred - Spanish
- Team oriented
- Flexible and adaptable
- Outgoing & self-directed
- Computer literate
- Ability to establish & maintain cooperative & effective working relationships
- Positive interaction with community groups & cultures at large
- Ability to establish & maintain cooperative & effective working relationships

**Terms of Employment:**

Salary Placement:        Classified Management Salary Schedule

Work Year:                12 months/220 days

Evaluation:                Performance of this position will be evaluated in accordance with the classified management staff evaluation process.



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

12.12

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: September 25, 2017

**Subject:** School-sponsored Field Trip List

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

**Recommendation:** Staff recommends approval of out-of-county school-sponsored and overnights field trips.

Submitted by: Sandra Garcia

Title: Director of State and Federal Programs

Approved by: Rene Sanchez

Title: Assistant Superintendent of Instructional Services

To the Board of Trustees:

Meeting: October 12, 2017  
Regular Board Meeting

**Recommend Approval**

12.12  
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  
**Field Trip Information Sheet**

**Overnight Field Trips are in BOLD**

**Field Trips for Board Approval: October 12, 2017**

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Ren II @ Mathson	U.C. Santa Cruz	Santa Cruz, Santa Cruz	10/13/2017	7	3	ASB	To expose students to higher education and discover the various paths to college.
Cassell	Monterey Bay Aquarium	Monterey, Monterey	10/18/2017	4 & 5 SDC	2	ASB	Students will observe and study sea life and underwater environment native to California.
McCollam	Monterey Bay Aquarium	Monterey, Monterey	10/25/2017	4	1	ASB	To reinforce concepts learned in Benchmark program unit 3 "Life Science" observing nature.
Ocala	Monterey Bay Aquarium	Monterey, Monterey	11/01/2017	6	6	Title I	Students will learn ocean life, ecosystems and conservation methods.
Fischer	O'Neil Sea Odyssey	Santa Cruz, Santa Cruz	11/28/2017	6	1	Title I	To expose students to environmental issues in the ocean.
Fischer	O'Neil Sea Odyssey	Santa Cruz, Santa Cruz	11/30/2017	6	2	Title I	To expose students to environmental issues in the ocean.
<b>San Antonio</b>	<b>Walden West</b>	<b>Cupertino, Santa Clara</b>	<b>01/09/2018-01/12/2018</b>	<b>5</b>	<b>3</b>	<b>Title I</b>	<b>Students will understand the interdependence of plants and animals with their ecosystems. (Life Science Ecosystems: 5.L.2.1, 5.L.2.3)</b>
<b>Linda Vista</b>	<b>YMCA Camp Campbell</b>	<b>Boulder Creek, Santa Cruz</b>	<b>10/31/2017-11/03/2017</b>	<b>5</b>	<b>2</b>	<b>Donation</b>	<b>Students will learn how trees, animals and the environment adapt to nature.</b>