

# **ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**

## **BOARD OF TRUSTEES**



**Regular Board Meeting  
June 14, 2018  
Book 1 of 2  
(Items 1.02-13.02)**



**Thursday, June 14, 2018**  
**AGENDA - REGULAR BOARD MEETING**

**Type: AGENDA - REGULAR BOARD MEETING**

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

**Code: Regular #21-17/18**

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

**1. OPEN SESSION - CALL TO ORDER AND ROLL CALL**

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- 1.01 CALL TO ORDER / ROLL CALL -- BOARD PRESIDENT ESAU RUIZ HERRERA.
- 1.02 RECOGNITION: Seal of Biliteracy Achievement Awards - Student Recognition.
- 1.03 RECOGNITION: Elementary Spelling Bee - Student Recognition.
- 1.04 RECOGNITION: Teacher of the Year.
- 1.05 RECOGNITION: Special Recognition for the ARUSD Classified and Certificated Retirees.
- 1.06 ANNOUNCEMENT AND PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION (Government Code Section 54957.7).
- 1.07 ADJOURNMENT TO CLOSED SESSION: The Board will adjourn to Closed Session at approximately 5:35 p.m. Open Session will resume approximately 60 minutes after the start of Closed Session.

**2. CLOSED SESSION**

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- 2.01 CONFERENCE WITH LEGAL COUNSEL -- ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (3 potential cases). Discussion/Action.
- 2.02 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: CSEA (California Schools Employees Association); District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; (2) Jess Serna, Interim Assistant Superintendent, Human Resources; and (3) Maribel Medina, Attorney. Discussion/Action. Discussion/Action.
- 2.03 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Titles: (1) Interim/Assistant Superintendent of Human Resources; (2) Coordinator, Special Education; (3) Assistant Principal; and (4) Reassignment: Assistant Principal. Discussion/Action.

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

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



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

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

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

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

## **5. COMMENTS AND COMMUNICATION**

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5.01 Teamsters.

5.02 California School Employee's Association (CSEA).

5.03 Alum Rock Administrator's Association (ARAA).

5.04 Alum Rock Educator's Association (AREA).

5.05 Superintendent.

5.06 Board of Trustees/Communications/Comments.

## **6. PUBLIC HEARING**

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6.01 PUBLIC HEARING: 2018-2019 Local Control Accountability Plan (LCAP).

6.02 PUBLIC HEARING: Proposed 2018-2019 Budget Adoption.

6.03 PUBLIC HEARING. District's Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150; Re: 2018-2019 Reopeners.

6.04 PUBLIC HEARING. Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District; Re: 2018-2019 Reopeners.

## **7. BOND / FACILITIES**

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

7.02 INFORMATION/DISCUSSION: The Board will receive a written update from the Citizen's Bond Oversight Committee (CBOC).

7.03 INFORMATION/ACTION: Reject of Bid Package for #B1718-003 HVAC Upgrades for Arbuckle, Cureton, McCollam, Russo/McEntee and Ryan Elementary Schools.

7.04 ACTION: Approve the 2016/17 Annual Performance and Financial Audit of General Obligation Bonds Report for Measure J and Measure I.

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

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- 8.01 ACTION: Approve City Year, Inc., State & Federal, \$450,000.00 per year for 3 years.
- 8.02 ACTION: Approve Curriculum Associates, LLC. Academic Services, \$399,315.00.
- 8.03 ACTION: Approve Contract Increase For Ro Health, Inc. Student Services, Original amount \$120,000, Increase \$25,000.

## **9. SUPERINTENDENT/BOARD BUSINESS**

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- 9.01 INFORMATION/DISCUSSION: The Board will have discussion on Beautiful Day.
- 9.02 INFORMATION/UPDATE: Staff will give an update on School Safety.
- 9.03 INFORMATION/DISCUSSION: Fire Protection Systems & Inspections. The Board will hear from administration regarding fire protection systems and State required inspections, in consideration of student and staff safety.
- 9.04 INFORMATION/DISCUSSION/ACTION: Administrative Regulation (AR) 5145.13, First Reading, Students, Response to Immigration Enforcement.
- 9.05 INFORMATION/DISCUSSION/ACTION: Board Policy (BP) 5145.13, First Reading, Students, Response to Immigration Enforcement.
- 9.06 INFORMATION/DISCUSSION/ACTION: Discussion around Next Steps pertaining to the George and Fischer Multi-Purpose Rooms.
- 9.07 INFORMATION/DISCUSSION/ACTION: Resolution 46-17/18. A Resolution of the Board of Trustees of ARUESD, Authorizing the Issuance of Election of 2016 General Obligation Bonds, Series A, and Actions Related Thereto.
- 9.08 INFORMATION/DISCUSSION/ACTION: Resolution No. 48-17/18 A Resolution Requesting Board of Supervisors of the County of Santa Clara to Establish Tax Rate for Bonds of the Alum Rock Union Elementary School District Expected to be Sold During Fiscal Year 2018-19, and Authorizing Necessary Actions in Connection Therewith.
- 9.09 INFORMATION/DISCUSSION/ACTION: Discussion around George Multi-Purpose Community Room that will exclude the George campus pertaining to the Earthquake Fault line.
- 9.10 DISCUSSION/ACTION: Construction Management Agreements 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 Construction Management of the ARUSD Bond Program.

## **10. INSTRUCTIONAL SERVICES**

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- 10.01 ACTION: Consolidated Application and Reporting System (CARS) 2016/17-2017/18 Reporting and 2018-2019 Application for Funding.
- 10.02 ACTION: CCSS History Social Science Textbook Adoption Middle School - Adelante Dual Language Academy.
- 10.03 ACTION: CCSS History Social-Science Textbook Adoption - Middle School.

## **11. BUSINESS**

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- 11.01 INFORMATION/DISCUSSION: FISCAL EXPERT UPDATE. Dr. Donald Zimring, Fiscal Expert and Dr. William Gillaspie, Fiscal Advisor, in conjunction with Assistant Superintendent Kolvira Chheng, will provide a Fiscal Expert update to the Board.

11.02 INFORMATION/DISCUSSION: FCMAT UPDATE.

11.03 INFORMATION/PRESENTATION: Facilities Assessment Report.

11.04 INFORMATION/ACTION: Resolution No. 47-17/18 Parcel Tax Exemptions.

11.05 INFORMATION/ACTION: Special Education Student Bus Transportation Services RFP No. B1718 – MT001 -Durham School Services

## **12. HUMAN RESOURCES**

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12.01 INFORMATION Regarding Resignations.

12.02 ACTION: Approve Resolution No. 40-17/18 - Recognition of Classified Retirees.

12.03 ACTION: Approve Resolution No. 41-17/18 - Recognition of Certificated Retirees.

12.04 ACTION: Accept Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District; Re: 2018-2019 Reopeners.

12.05 ACTION: Adopt the District's Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150; Re: 2018-2019 Reopeners.

## **13. CONSENT CALENDAR**

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13.01 ACTION: Approval of Minutes and Notes for the following meetings: (1) April 12, 2018; Regular Board Meeting; and (2) May 10, 2018; Informal Board Meeting (Notes from meeting).

13.02 ACTION: Approve Contracts for Professional Services - Firms.

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

13.04 ACTION: Approval of Fundraising Activities.

13.05 ACTION: Acceptance of Donations.

13.06 ACTION: Enrollment/Attendance Report for Month 9 (April 16, 2018 thru May 11, 2018)

13.07 ACTION: Acceptance of Vendor & Payroll Warrants-APRIL.

13.08 ACTION: Acceptance of Vendor & Payroll Warrants-MAY.

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

13.10 ACTION: Approve the Certification of Correction for the 2016-2017 Audit Report.

13.11 ACTION: Approve/Ratify Notices of Employment and Changes of Status/June 14, 2018/Human Resources Department.

13.12 ACTION: Janitorial Supplies Piggyback Solicitation SupplyWorks – Janitorial Contract #17-21 The Home Depot – MRO Contract #16154

13.13 ACTION: Addendum for the Extension Request- RFP#1718-CNS02 Fresh Produce and Services for 2018-19 School Year.

13.14 ACTION: Addendum for the Extension Request- RFP#1718-CNS01 Juice, Dairy Products and Services for 2018-19 School Year.



13.15 ACTION: California Multiple Award Schedules (CMAS) Program.

13.16 ACTION: NASPO ValuePoint Cooperative Program.

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

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

13.19 ACTION: Resolution No. 39-17/18 Inventory Disposal.

13.20 ACTION: Resolution No. 42-17/18 Extension of Bid Number P-13 13/14 for Apple Computer Products, Services, and Related Items through the Glendale Unified School District Piggyback.

13.21 ACTION: Resolution No. 43-17/18 Piggyback Bid #R141703 for Office Supplies, Related Products, and Office Services

13.22 ACTION: Resolution No. 44-17/18 Piggyback Bid #R141605 for School Supplies.

13.23 ACTION: Resolution No. 45-17/18 Piggyback Bid #R142212 for Furniture & Installation.

13.24 ACTION: Approve Out of State Travel, Innovative School Summit, Las Vegas, NV, July 10-13, 2018 for Dana Yamaguchi. Estimated cost \$1575.

13.25 ACTION: Approve Out of State Travel, Innovative School Summit, Las Vegas, NV, July 10-13, 2018 for Yareni Carrasco. Estimated cost \$1575.

13.26 ACTION: Approval of CSEA, Teamsters, Supervisory and Management/Confidential Calendars, 2018-2019.

13.27 ACTION: Start and End Times for School Year 2018-2019.

13.28 ACTION: ARUESD 2018-2019 Instructional Calendar.

13.29 ACTION: School-sponsored Field Trip List.

#### **14. FUTURE BOARD AGENDA REQUESTS**

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

#### **15. ADJOURNMENT**

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15.01 President adjourns the meeting.

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**

2930 Gay Avenue, San Jose, CA 95127

1.02

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: May 29, 2018

**Subject:**                    **Seal of Biliteracy Achievement Awards  
Student Recognition**

**Staff Analysis:**        The Seal of Biliteracy is an award given to students that meet strict and rigorous criteria in a dual immersion program that shows proficiency skills in two languages. This award also rewards students for their efforts and positive attitudes towards bilingualism.

**Recognition Only**

Submitted by: Iván Montes

Title: Coordinator, Academic Services

Approved by: Rene Sanchez

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting:     June 14, 2018  
                  Regular Board Meeting

**Recognition Only**

1.02  
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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





**2017 - 2018**  
**Seal of Biliteracy Award Winners**

**8th Grade**

Robles, Kaitlyn  
Rosales, Diana  
Estrada, Elisa  
Soto Lucero, Mariana  
Suarez Torres, Osvaldo  
Valdovinos, Andrea  
Flores Hernandez, Michelle  
Heredia, Esmeralda  
Lemus, Bryan  
Martinez, Ashley Victoria  
Perez, Analisa  
Fernandez Rangel, Natalia

**5th Grade**

Almaguer, Caleb  
Heredia Ojeda, Miguel Angel  
Heredia, Victor  
Lopez Zambrano, Jesuslen  
Noble Linares, Amalinalli  
Rangel, Jahaziel Manuel  
Soriano, Ines Maria

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San Jose, CA 95127

1.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: May 30, 2018

**Subject:** Elementary Spelling Bee – Student Recognition

**Staff Analysis:** Our Elementary Spelling Bee was held on May 29, 2018. Students who placed first at their school level competition were invited to participate in the Elementary Spelling Bee.

Alum Rock wishes to recognize and congratulate the Elementary Spelling Bee Champion of 2018, **Aaron Buenaventura, 3rd Grade**, Ben Painter Elementary.

**Recognition Only**

Submitted by: Candace McIsaac

Title: Coordinator, Academic Services

Approved by: Rene Sanchez

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

**Recognition Only**

1.03  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San Jose, CA 95127

1.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: May 18, 2018

**Subject:**

**Teacher of the Year**

Staff wishes to recognize the 2018 Teacher of the Year.

**Staff Analysis:**

Each year, all schools in the district are invited to nominate an outstanding teacher for consideration as Teacher of the Year. Each school nominates one teacher based on the criteria provided by the Santa Clara County Office of Education. A committee reviews all nominations and selects one teacher to represent Alum Rock Union School District as the Teacher of the Year at the County Office of Education's annual Teacher Recognition Celebration. *Adriane Vane from Joseph George Middle School* has been chosen as Alum Rock's 2018 Teacher of the Year.

**Recognition Only**

Submitted by: Rene Sanchez

R.S.

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

**Recognition Only**

1.04

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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



**Alum Rock Union Elementary School District  
Teacher of the Year**

**2018 NOMINEES**

	<b>School</b>	<b>Teacher</b>
1	Adelante DL Academy	Sara Meza-Padilla
2	Adelante II DL Academy	Clara Cruz
3	Aptitud Academy @ Goss	Kevin Slavin
4	Arbuckle Elementary	Joanne Saucedo
5	Cassell Elementary	Nannette Reeves
6	Chavez Elementary	Margaret White
7	Cureton Elementary	Allison Rivas
8	Dorsa Elementary	Laura Correa
9	Fischer Middle School	Kellee Breaux
10	George Middle School	Adriane Vane
11	Hubbard Elementary	Lisa Dries
12	Linda Vista Elementary	Melissa Monges
13	L.U.C.H.A. Elementary	Jonathan Almerido
14	Lyndale Elementary	Deborah McDowell
15	Mathson Middle School	Javier Margarito
16	McCollam Elementary	Christina Gonzalez
17	Meyer Elementary	Rocio Lovelace
18	Ocala Middle School	Dina Lopes
19	Painter Elementary	Cyndi MacDonald
20	Renaissance @ Fischer	Erika Grant
21	Renaissance @ Mathson	Abigail Papa
22	Russo/McEntee Academy	Barbara Cofield
23	Ryan STEAM Academy	Osiel Gutierrez
24	San Antonio Elementary	Catherine Berg
25	Sheppard Middle School	Briana White

**2018 WINNER**

**Adriane Vane  
George Middle School**

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

1.05

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: **Special Recognition for the ARUSD Classified and Certificated Retirees.**

Staff Analysis:

Alum Rock Union Elementary School District hereby recognizes and wishes to honor the 2018  
Classified and Certificated Retirees.

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

To the Board of Trustees:  
**Recognition**

Meeting:

June 14, 2018  
Regular Board Meeting

1.05  
Agenda Placement

  
Hilario Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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



6.01

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

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: June 3, 2018

**Subject:** **Public Hearing:**  
**Local Control and Accountability Plan (LCAP)**

**Staff Analysis:** The Public Hearing is scheduled at 5:30 p.m., or soon thereafter, to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the District's LCAP or annual update to the LCAP. A copy of the District's Proposed LCAP is available for inspection at the District Office, Reception Area, 2930 Gay Avenue, San Jose, CA 95127.

*\*PUBLIC HEARING\**

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

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

**PUBLIC HEARING**

*6.01*  
Agenda Placement

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

**DISPOSITION BY BOARD OF TRUSTEES**

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

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



# 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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## PUBLIC HEARING ANNOUNCEMENT

A Public Hearing is required to obtain assurances from the Governing Board that the school district will comply with Education Code Sections 42127 and 52062, which states that the governing board of a school district shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the Local Control Accountability Plan (LCAP) and the 2018-2019 Budget are subject to the requirements of this section. The requirements include the following:

1. The Governing Board will hold a public hearing.
2. The LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.
3. The 2018 – 2019 proposed District Budget will be available for public inspection between 06-11-2018 and 06-14-2018 at:

Alum Rock Union Elementary School District – Reception Area  
2930 Gay Avenue  
San Jose, CA 95127  
(408) 928-6800

**Public Hearing will be held on  
June 14, 2018  
5:30 p.m.  
Alum Rock Union Elementary School District  
Board Room**

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Hilaria Bauer, Ph.D., Superintendent

Board of Trustees: Esau Ruiz Herrera, President • Karen Martinez, Vice-President  
Dolores Márquez-Frausto, Clerk • Khanh Tran, Member • Andrés Quintero, Member

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

6.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: June 3, 2018

**Subject:** **Public Hearing:**  
**Proposed 2018-2019 Budget Adoption**

**Staff Analysis:** The Public Hearing is scheduled at 5:30 p.m., or soon thereafter, to solicit the recommendations and comments of members of the public regarding the Proposed Budget for Adoption for 2018-19 school year. The Proposed Budget is available for inspection at the District Office, Business Services Department, 2930 Gay Avenue, San Jose, CA 95127.

*\*PUBLIC HEARING\**

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

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

**PUBLIC HEARING**

6.02  
Agenda Placement

  
Hilaria Bauer, Ph.D. Superintendent

DISPOSITION BY BOARD OF TRUSTEES

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

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



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

6.03

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

**Subject: PUBLIC HEARING. District's Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150; Re: 2018-2019 Reopeners.**

Staff Analysis:

The District wishes to open negotiations with Teamsters Local 150 for 2018-2019 Reopeners. Pursuant to the Educational Employment Relations Act (EERA), the parties cannot negotiate until public notice procedures are completed. These "sunshining" procedures require the proposals be presented to the public at an open Board Meeting.

Pursuant to the EERA, the District hereby presents its initial bargaining proposal to Teamsters Local 150 for the 2018-2019 Reopeners for public hearing and comment.

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

To the Board of Trustees:  
**Public Hearing**

Meeting:

June 14, 2018

Regular Board Meeting

6.03  
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · [www.arusd.org](http://www.arusd.org)

June 6, 2018

## Alum Rock Union School District's Initial Proposal to Teamsters Local # 150

Pursuant to the provisions of Government Code Section 3547 (the Rodda Act) all initial proposals of the exclusive representative employee groups and the District shall be presented at a public meeting of the District and shall thereafter be public records. This is commonly referred to as "Sunshining" the proposals. On June 27, 2017, the District and Teamsters reached a three (3) year agreement (July 1, 2017 – June 30, 2020). For years two and three of this Agreement, the parties shall negotiate Article 22 "Pay and Allowance" and Article 17.1 "Bargaining Unit Member and Dependent Insurance Coverage" plus two (2) articles each on the 2<sup>nd</sup> and 3<sup>rd</sup> year of the contract. The District hereby submits its bargaining proposal for the 2018-2019 Re-opener.

Article XII      Evaluation  
Article XXI      Transportation

The District is committed to work collaboratively and in partnership with Teamsters. With respect to the articles identified above, the District's interest is to establish a collective bargaining agreement that supports student achievement, and staff success.

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Hilaria Bauer, Ph.D., Superintendent

Board of Trustees: Esau Ruiz Herrera, President · Karen Martinez, Vice-President  
Dolores Márquez-Frausto, Clerk · Khanh Tran, Member · Andrés Quintero, Member



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

6.04

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: **PUBLIC HEARING. Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District; Re: 2018-2019 Reopeners**

Staff Analysis:

Teamsters Local 150 wishes to open negotiations with the District for 2018-2019 Reopeners. Pursuant to the Educational Employment Relations Act (EERA), the parties cannot negotiate until public notice procedures are completed. These “sunshining” procedures require the proposals be presented to the public at an open Board Meeting.

Pursuant to the EERA, Teamsters Local 150 hereby presents its initial bargaining proposal to the District for the 2018-2019 Reopeners for public hearing and comment.

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

To the Board of Trustees:  
**Public Hearing**

Meeting:

June 14, 2018  
Regular Board Meeting

6.04  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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



## CHAUFFEURS, TEAMSTERS AND HELPERS

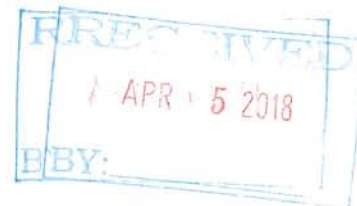
LOCAL NO. 150

7120 EAST PARKWAY – SACRAMENTO, CALIFORNIA 95823  
TELEPHONE (916) 392-7070 FAX 392-7675



AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

March 30, 2018



***Via Certified Mail 7012 3460 0000 2543 7402  
and First Class Mail***

Hilaria Bauer  
Superintendent  
**ALUM ROCK ELEMENTARY SCHOOL DISTRICT**  
2930 Gay Avenue  
San Jose, CA 95127

Dear Superintendent Bauer,

In accordance with the provisions of the collective bargaining agreement now in effect between Alum Rock Elementary School District and Teamsters Local 150, this is to advise you that on behalf of our members, it is the Union's desire to begin negotiations on wages and benefits and two other articles to be incorporated into the second year open of our current agreement of 7/1/2017 through 6/30/2020.

Representatives of the Union will be available to meet with you at a mutually convenient time and place. The specific proposals will be sent to you under separate cover to be sunshined.

Sincerely,

Alan Daurie  
Business Representative

AD/ea-IBT856

cc: Mario Contreras, Secretary-Treasurer, Local 150  
Jess Serna, Interim Assistant Superintendent Human Resources, Alum Rock USD  
(via email: [jess.serna@arusd.org](mailto:jess.serna@arusd.org))  
April Ramirez, (via email: [april.ramirez@arusd.org](mailto:april.ramirez@arusd.org))



## CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL NO. 150

7120 EAST PARKWAY - SACRAMENTO, CALIFORNIA 95823

TELEPHONE (916) 392-7070 FAX 392-7675



AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

May 5, 2018

*Via Certified Mail 7012 3460 0000 2543 7570*

*First Class Mail and Fax (408) 928-6416*

Hilaria Bauer  
Superintendent  
**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**  
2930 Gay Avenue  
San Jose, CA 95127

Dear Superintendent Hilaria Bauer,

As we advised the District earlier and as provided for under the terms of the Collective Bargaining Agreement (CBA) between Teamsters Local 150 and the Alum Rock Union Elementary School District, it is our intent to reopen for the purposes of the second-year reopener agreement to the current CBA.

Please accept the following as our proposals for the second-year reopener of the contract year July 1, 2018 - June 30, 2019.

### **Article VIII - Transfer, Promotion & Reclassification**

Range increase for all Transportation department classifications

Range increase for all Maintenance department classifications. Transfers preference shall be granted to existing internal qualified employees to open positions ahead of outside external employees.

### **Article XIV - Vacation and Holiday**

Increase longevity vacation credit cap to a maximum of nine (9) days.

Vacations will not be forced on employees when on holiday breaks if work is available (examples: custodial and maintenance work is always available and can be done more efficiently when school is not in session).

Allow employees to add 1 week of unpaid vacation to their scheduled vacation time when taken together with scheduled paid vacation.

Add additional holiday.

### **Article XVII - Bargaining Unit Member and Dependent Insurance Coverage**

Increase dollar cap to cover 100% Maintenance of current level of Benefits.



**Article XXII – Pay and Allowance**

Wages/Salaries - Fair and equitable increases in wages/salaries including wage/salary, range increases and differentials to **keep our wages competitive within the region and not less than received by other bargaining units**. If any other bargaining unit receives a greater salary schedule and/or off schedule (bonus) including anything of a monetary value, without a corresponding contract change, cost reduction or other event triggering an equivalent saving then Teamsters shall receive the same increase.

Improve professional growth language.

Range increase for all Transportation classifications.

Range increase for all Maintenance positions.

5% Stipend for all Maintenance positions until staffing levels are restored to pre-layoff levels.

Create 401k for all bargaining unit employees. Add annual contribution by the District for all employees over 15 years of service.

Please accept these to complete the sunshining process at the earliest possible dates. Please contact this office to arrange a mutually agreeable time and place to begin negotiations. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Alan Daurie

Business Representative

AD/ea-IBT856

Enclosure

cc: Mario Contreras, Secretary-Treasurer

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

Office of Superintendent of Schools

7.01

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

June 6, 2018

**Subject: BOND PROJECTS**

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

**Information**

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

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

**Information**

7.01  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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



7.02

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: May 30, 2018

**Subject: Citizen's Bond Oversight Committee (CBOC)**

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

\*\*\*INFORMATION/DISCUSSION\*\*\*

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

To the Board of Trustees:

Meeting: June 14, 2018  
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: \_\_\_\_\_

7.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees:

Date: June 1, 2018

To the Superintendent of Schools

**Subject:** **Reject of Bid Package for #B1718-003**  
**HVAC Upgrades for Arbuckle, Cureton, McCollam, Russo/McEntee and Ryan Elementary Schools**

**Staff Analysis:** Based on site inspections and assessments of the HVAC systems at various school sites, District staff and Program Manager Del Terra Group, determined there is an urgent need to replace the HVAC systems at Arbuckle, Cureton, McCollam, Russo/McEntee and Ryan Elementary Schools. In January 2017 the Board of Trustees approved Measure "I" Phase 1 Project list to include HVAC upgrade for Arbuckle, McCollam and Cureton E.S. In November 2017 the Board of Trustees approved to amend Measure "I" Phase 1 Project list to include HVAC Projects at Ryan and Russo/McEntee Elementary Schools

As a result of the site inspections and assessments of the HVAC systems, bid package #B1718-003 was issued. The following schools are planned to receive HVAC Upgrades over the summer. Three (3) Contractors attended the mandatory job walk; however, the District received only one (1) bid proposal for each of the following schools.

<u>Site</u>	<u>Bidder Name</u>	<u>Low Bid</u>
Arbuckle E.S.	Fast Track Construction Corp.	\$5,350,000.00
Cureton E.S.	Fast Track Construction Corp.	\$5,713,000.00
McCollam E.S.	Fast Track Construction Corp.	\$5,869,000.00
Russo/McEntee E.S.	Fast Track Construction Corp.	\$6,041,000.00
Ryan E.S.	Fast Track Construction Corp.	\$6,023,000.00

**Recommendation:** Staff recommends the Board of Trustees reject all bids and authorize staff to rebid the HVAC upgrade projects at Arbuckle, Cureton, McCollam, Russo/McEntee and Ryan Elementary Schools, based on the analysis and high bid results.

Submitted by: Louie Moran LM

Title: Director of Facilities, Bonds and Leases

Approved by: Kolvira Chheng X

Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

Recommended Approval

7.03  
Agenda Placement

Hilana Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

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

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

7.04

**ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES**

To the Board of Trustees:

**Subject:** 2016/2017 Annual Performance and Financial Audit of  
General Obligation Bonds Report

**Staff Analysis:** The district hires an independent auditor to review our financial activities for Measure J and Measure I General Obligation Bond funds for period ending June 30, 2017. Our auditor is Crowe Horwath, LLP.

**Recommendation:** Staff recommends approval of the 2016/2017 Annual Performance and Financial Audit of General Obligation Bonds Report.

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

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

**Recommend Approval**

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 ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue  
San José, CA 95127

8.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES**

To the Superintendent of Schools:

Date: June 8, 2018

Subject: City Year, Inc.

Staff Analysis: Renewal of a three-year MOU (2018-2021) with City Year San Jose/Silicon Valley to provide City Year's Whole School Whole Child model leveraging the unique assets of AmeriCorps members placed at twelve District schools. City Year provides targeted interventions for students needing support in English Language Arts and Math during the school day as well as after school. These services are supplemental to those provided under the ASES Grant.

Recommendation: Staff recommends that the Board approve a 3-year contract (for school years 2018-2021) for \$1,350,000.00. Cost for each year of this contract is \$450,000.00.

Submitted by: Sandra Garcia

Title: Director of State & Federal Programs

Approved by: Rene Sanchez *RS*

Title: Assistant Superintendent, Instructional Services

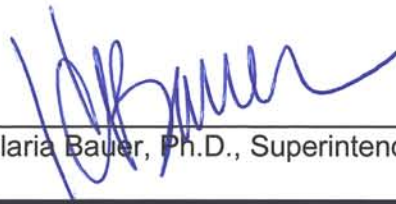
To the Board of Trustees:

Meeting: June 14, 2018

Recommended Approval

*8.01*

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
PURCHASING

2018 JUN -8 AM 9:14

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
FROM: STATE & FEDERAL DEPT (School/Dept.) VENDOR NO. 15415

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: CITY YEAR INC.

Address: 287 Columbus Avenue City: Boston State: MA Zip: 02116

Phone: (267) 253-0935 Fax: ( )

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

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates July 1, 2018 to June 30, 2021
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: City Year whole school, whole child model provides whole school supports and student interventions to 12 schools. (See list attached)
- 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: City Year will provide english language arts and math support during the regular school day for targeted students. These services are supplemental to those provided under the ASES Grant.
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) (Year 1) \$450,000.00  
(Year 2) \$450,000.00  
(Year 3) \$450,000.00
5. **BUDGET CODE:**
- | FUND | DEPARTMENT | PROG/COUNTER | OBJECT | \$ AMOUNT    | PROG. TITLE     | BUS OFC |
|------|------------|--------------|--------|--------------|-----------------|---------|
| 03   | 360        | 50500        | 5100   | 1,350,000.00 | Paid in 3 years |         |
|      |            |              |        |              |                 |         |
|      |            |              |        |              |                 |         |
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.

8.02

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES**

To the Board of Trustees:

Date: June 6, 2018

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

**Staff Analysis:** Curriculum Associates, LLC, (iReady) provides an online instructional platform in math and reading, corresponding diagnostic assessments, and materials/products for district leaders, site administrators, and classroom teachers so they can provide 21<sup>st</sup> century aligned common core support for all students in grades K-8.

**Recommendation:** Staff recommends the Board approve the contract for Curriculum Associates, LLC, (iReady) to provide access to online instructional platform in math and reading in the amount of \$399,315.00.

Submitted by: Jason Sorich

Title: Ed Tech Administrator, Academic Services

Approved by: Rene Sanchez

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

**Recommend Approval**

8.02  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
PLANNING

2018 JUN -6 PM 4:27

## 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: Curriculum Associates, LLC  
Address: 153 Rangeway Rd City: N. Billerica State: MA Zip: 01862-0901  
Phone: (800) 225-0248 Fax: (800) 366-1158  
SSN: \_\_\_\_\_ Fed I.D. #: 26-3954988  
Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 8/11/2018 to 8/10/2019

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: For Grades K-8  
Online Adaptive learning software and assessment 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:

iReady diagnostic and instruction reading and math site licenses.

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:** \$ 399,315.00 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>03</u>	<u>305</u>	<u>5030/0</u>	<u>5815</u>	<u>\$399,315.00</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

2930 Gay Avenue

San José, CA 95127

8.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools:

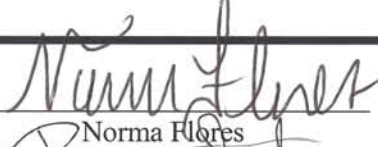
Date: June 8, 2018

Subject: Ro Health, Inc. Contract Increase

Staff Analysis: Attached is the proposed contract adjustment for current contract with RO Health Inc. The proposed contract adjustment will continue to provide diabetes care (e.g., insulin administration, blood glucose checks, treatment for low and high blood glucose levels) for students with diabetes residing within the Alum Rock School boundaries for the 2017-2018 school year. It is necessary that the services to be provided until the end of the school year in order to keep students medically safe.

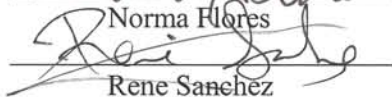
Recommendation: Staff recommends the board approve the \$25,000.00 increase to the current contract with Ro Health to pay off additional past due invoices as well as the last two weeks of June of 2017-2018 school year

Submitted by:

  
Norma Flores

Title: Director II, Student Services

Approved by:

  
Rene Sanchez

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: June 14, 2018

Recommended Approval

8.03

Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

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

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

## ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## PURCHASE ORDER / CONTRACT ADJUSTMENT

2018 JUN -8 AM 8: 49

P.O. No. \_\_\_\_\_ Contract No. C1718103 Contract Original Amount: \$ 100,0000

Vendor Name: Ro Health Inc Vendor No. 22344

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	\$ 100,000.00
---------------------------	---------------

Change Order #: 1      \$ 20,000.00

Change Order #: 2 \$25,000.00

Change Order #: \_\_\_\_\_ \$ \_\_\_\_\_

<b>New Contract Total</b>	<b>\$ 145,000.00</b>
(including Change Orders)	

Line #	FUND	LOCATION	PROGRAM	ACCOUNT	\$ AMOUNT	Accountant Signature & Date
1	03	340	32300	5815	\$145,000.00	 - 6/7/18

Reason for Adjustment: Additional past due invoices need to get paid for 17-18 school year as well as last 2 weeks of June.

School/Dept.: Student Services Requested by: Norma Flores

Approval: \_\_\_\_\_ Assistant Superintendent of Business Services  
(for Contracts Only)  
Norma Flores / RS  
\_\_\_\_\_ 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  
2930 Gay Avenue, San Jose, CA 95127

9.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

June 7, 2018

**Subject: BEAUTIFUL DAY**

The Board will have discussion on Beautiful Day.

**INFORMATION/DISCUSSION**

Submitted by: Hilaria Bauer Title: Superintendent

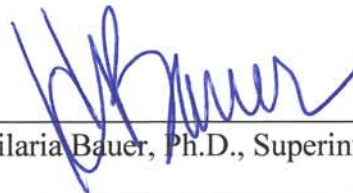
To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

**Information/Discussion**

9.01

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

June 5, 2018

**Subject: SCHOOL SAFETY**

Staff will give an update on School Safety.

**INFORMATION/UPDATE**

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

**Information/Update**

9.02  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

June 5, 2018

**Subject: FIRE PROTECTION SYSTEMS & INSPECTIONS**

The Board will hear from administration regarding fire protection systems and State required inspections, in consideration of student and staff safety.

**INFORMATION/DISCUSSION**

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

**Information/Discussion**

9.03

Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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



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

9.04

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

June 5, 2018

**Subject: AR 5145.13, FIRST READING, STUDENTS, RESPONSE TO  
IMMIGRATION ENFORCEMENT**

**Information/Discussion/Action**

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

**Information/Discussion/Action**

9.04

Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

# **Alum Rock Union ESD**

## **Administrative Regulation**

### **Response to Immigration Enforcement**

**AR 5145.13**

**Students**

AR 5145.13(a)

#### **Responding to Requests for Information**

Unless authorized by the Family Educational Rights and Privacy Act pursuant to 20 USC 1232g, student information shall not be disclosed to immigration law enforcement authorities without parental consent, a court order, or judicial subpoena. The Superintendent or designee shall annually notify parents/guardians that the district will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a court order or judicial subpoena.

*(cf. 1340 - Access to District Records)*

*(cf. 3580 - District Records)*

*(cf. 5125 - Student Records)*

*(cf. 5125.1 - Release of Directory Information)*

Upon receiving any verbal or written request for information related to a student's or family's immigration or citizenship status, district staff shall:

1. Notify the Superintendent or designee about the information request
2. Provide students and families with appropriate notice and a description of the immigration officer's request
3. Document any request for information by immigration authorities
4. Provide students and parents/guardians with any documents provided by the immigration enforcement officer, unless such disclosure is prohibited by a subpoena served on the district or in cases involving investigations of child abuse, neglect, or dependency

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

#### **Responding to Requests for Access to Students or School Grounds**

District staff shall receive parent/guardian consent before a student is interviewed or searched by any officer seeking to enforce civil immigration laws at the school, unless the officer presents a

valid, effective warrant signed by a judge or a valid, effective court order. A student's parent/guardian shall be immediately notified if a law enforcement officer requests or gains access to the student for immigration enforcement purposes, unless the judicial warrant or subpoena restricts disclosure to the parent/guardian.

AR 5145.13(b)

## **RESPONSE TO IMMIGRATION ENFORCEMENT (continued)**

*(cf. 5145.12 - Search and Seizure)*

All visitors and outsiders, including immigration enforcement officers, shall register with the principal or designee upon entering school grounds during school hours. Each visitor or outsider shall provide the principal or designee with his/her name, address, occupation, age if less than 21, purpose in entering school grounds, proof of identity, and any other information required by law. (Penal Code 627.2, 627.3)

*(cf. 1250 - Visitors/Outsiders)*

District staff shall report the presence of any immigration enforcement officers to on-site district police and other appropriate administrators.

*(cf. 3515.3 - District Police/Security Department)*

As early as possible, district staff shall notify the Superintendent or designee of any request by an immigration enforcement officer for access to the school or a student or for review of school documents, including service of lawful subpoenas, petitions, complaints, warrants, or other such documents.

In addition, district staff shall take the following actions in response to an officer present on the school campus specifically for immigration enforcement purposes:

1. Advise the officer that before school personnel can respond to the officer's request, they must first receive notification and direction from the Superintendent or designee, except under exigent circumstances that necessitate immediate action
2. Request to see the officer's credentials, including his/her name and badge number, and the phone number of the officer's supervisor, and note or make a copy of all such information
3. Ask the officer for his/her reason for being on school grounds and document the response
4. Request that the officer produce any documentation that authorizes his/her school access



5. Make a copy of all documents produced by the officer and retain one copy for school records
6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, comply with the officer's orders and immediately contact the Superintendent or designee

AR 5145.13(c)

#### **RESPONSE TO IMMIGRATION ENFORCEMENT (continued)**

7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation, as follows:
  - a. If the officer has an Immigrations and Customs Enforcement (ICE) administrative warrant, district staff shall inform the agent that they cannot consent to any request without first consulting with the district's legal counsel or other designated district official.
  - b. If the officer has a federal judicial warrant, such as a search and seizure warrant or an arrest warrant signed by a federal judge or magistrate, district staff shall promptly comply with the warrant. If feasible, district staff shall consult with the district's legal counsel or designated administrator before providing the officer with access to the person or materials specified in the warrant.
  - c. If the officer has a subpoena for production of documents or other evidence, district staff shall inform the district's legal counsel or other designated official of the subpoena and await further instructions as to how to proceed.
8. Do not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, district staff shall document the officer's actions while on campus.
9. After the encounter with the officer, promptly make written notes of all interactions with the officer, including:
  - a. A list or copy of the officer's credentials and contact information
  - b. The identity of all school personnel who communicated with the officer
  - c. Details of the officer's request

- d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant or subpoena, and whether the warrant or subpoena was signed by a judge
- e. District staff's response to the officer's request
- f. Any further action taken by the officer
- g. A photo or copy of any documents presented by the officer

AR 5145.13(d)

#### **RESPONSE TO IMMIGRATION ENFORCEMENT (continued)**

- 10. Provide a copy of these notes and associated documents collected from the officer to the district's legal counsel or other designated district official

The district's legal counsel or other designated official shall submit a timely report to the Governing Board regarding the officer's requests and actions and the district's responses. (Education Code 234.7)

The Superintendent or designee shall also email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.

#### **Responding to the Detention or Deportation of Student's Family Member**

The Superintendent or designee shall encourage students and their families to update their emergency contact information as needed throughout the school year and to provide alternative contacts, including an identified trusted adult guardian, in case a student's parent/guardian is detained or is otherwise unavailable. The Superintendent or designee shall notify students' families that information provided on the emergency cards will only be used in response to specific emergency situations and not for any other purpose.

*(cf. 5141 - Health Care and Emergencies)*

The Superintendent or designee shall also encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists, lists of allergies, and other such information that would allow the students and families to be prepared in the event that a family member is detained or deported.

In the event that a student's parent/guardian is detained or deported by federal immigration authorities, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's

authorization affidavit on behalf of the student. The Superintendent or designee shall only contact child protective services if district personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit.

The Superintendent or designee shall notify a student whose parent/guardian was detained or deported that the student continues to meet the residency requirements for attendance in a district school, provided that the parent/guardian was a resident of California and the student lived in California immediately before he/she moved out of state as a result of the parent/guardian's departure. (Education Code 48204.4)

AR 5145.13(e)

## **RESPONSE TO IMMIGRATION ENFORCEMENT** (continued)

*(cf. 5111.1 - District Residency)*

The Superintendent or designee may refer a student or his/her family members to other resources for assistance, including, but not limited to, an ICE detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.



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

9.05

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

June 5, 2018

**Subject: BP 5145.13, FIRST READING, STUDENTS, RESPONSE TO  
IMMIGRATION ENFORCEMENT**

**Information/Discussion/Action**

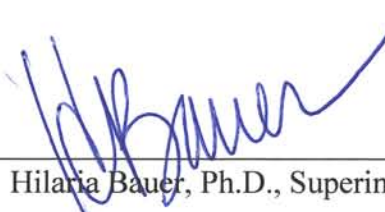
Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

**Information/Discussion/Action**

9.05  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

# Alum Rock Union ESD

## Board Policy

### Response to Immigration Enforcement

#### BP 5145.13

##### Students

BP 5145.13(a)

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. (Education Code 234.7)

*(cf. 5111 - Admission)*

*(cf. 5111.1 - District Residency)*

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1)

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

*(cf. 5131.2 - Bullying)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

*(cf. 5145.6 - Parental Notifications)*

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.

*(cf. 1340 - Access to District Records)*

*(cf. 3580 - District Records)*

*(cf. 5125 - Student Records)*

*(cf. 5125.1 - Release of Directory Information)*

Teachers, school administrators, and other school staff shall receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.

(cf. 4131 - Staff Development)  
(cf. 4231 - Staff Development)  
(cf. 4331 - Staff Development)

BP 5145.13(b)

## **RESPONSE TO IMMIGRATION ENFORCEMENT (continued)**

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

### *Legal Reference:*

#### EDUCATION CODE

200 Educational equity

220 Prohibition of discrimination

234.1 Safe Place to Learn Act

234.7 Student protections relating to immigration and citizenship status

48204.4 Evidence of residency for school enrollment

48980 Parental notifications

48985 Notices to parents in language other than English

#### GOVERNMENT CODE

8310.3 California Religious Freedom Act

#### PENAL CODE

422.55 Definition of hate crime

627.1-627.6 Access to school premises, outsiders

#### UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

#### COURT DECISIONS

*Plyler v. Doe*, 457 U.S. 202 (1982)

### *Management Resources:*

#### CSBA PUBLICATIONS

*Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status*, February 2017

#### CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

*Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues*, April 2018

#### WEB SITES

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

California Office of the Attorney General: <http://oag.ca.gov>

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

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

California Department of Justice: <http://www.justice.gov>



*U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>*  
*U.S. Immigration and Customs Enforcement: <https://www.ice.gov>*  
*U.S. Immigration and Customs Enforcement, Online Detainee Locator System: <https://locator.ice.gov/odls>*

Policy ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
adopted: June 14, 2018 San Jose, California

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

9.06

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

June 5, 2018

**Subject: DISCUSSION AROUND NEXT STEPS PERTAINING TO THE  
GEORGE AND FISCHER MULTI-PURPOSE ROOMS**

The Board will discuss the next steps.

**Information/Discussion/Action**

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: June 14, 2018  
Regular Board Meeting

Information/Discussion/Action

9.06  
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees:

Date: June 7, 2018

**Subject: Resolution No. 46-17/18**  
**A Resolution of the Board of Trustees of the Alum Rock Union Elementary School District, Santa Clara, California, Authorizing the Issuance of Alum Rock Union Elementary School District (Santa Clara County, California) Election of 2016 General Obligation Bonds, Series A, and Actions Related Thereto**

**Background:**

An election was held in the Alum Rock Union Elementary School District on June 6, 2016 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of \$139,999,671.60 (the "Measure I"). On March 8, 2018, the District Board approved a resolution (the "Prior Resolution") authorizing the first issuance of bonds under Measure I, at a negotiated sale, in a principal amount not-to-exceed \$35,000,000 (the "Series A Bonds"). The negotiated sale of Series A Bonds pursuant to the Prior Resolution required that the Board of Supervisors of Santa Clara County (the "County Board") adopt a resolution issuing the Series A Bonds on behalf of the District. The County Board has since declined to adopt such a resolution.

The Board President has requested the District to authorize the issuance of the Series A Bonds at a competitive sale, pursuant to Resolution No. 46-17/18. By authorizing the competitive sale of the Series A Bonds, the District may issue the Series A Bonds on its own behalf without any need to involve the County Board.

(a) Resolution. The Resolution authorizes the issuance of the Bonds, specifies the basic terms, parameters and form of the Bonds, and approves the form of Notice Inviting Proposals for Purchase of Bonds and the form of Notice of Intention to Sell. In particular, Section 1 of the Resolution establishes the maximum aggregate principal amount of the Bonds to be issued (\$35,000,000). The Resolution authorizes the issuance of current interest bonds only; capital appreciation bonds are not authorized. Section 3 authorizes the bonds to be sold at a competitive sale, and authorizes Mission Trail Advisors LLC, the District's Financial Advisor, to solicit bids from prospective bidders, and award the sale of the Bonds on the basis of the lowest true interest cost.

(b) Notice Inviting Proposals for Purchase of Bonds; Notice of Intention to Sell. The Resolution includes as Exhibits B and C the forms of Notice Inviting Proposals for Purchase of Bonds and Notice of Intention to Sell. The Resolution authorizes the District's Financial Advisor to distribute the Notice Inviting Proposals for Purchase of Bonds to prospective bidders and to cause the Notice of Intention to Sell to be published in the Bond Buyer, a national municipal securities newspaper, to satisfy applicable legal requirements. The Notice Inviting Proposals for Purchase of Bonds sets forth certain conditions of closing the transaction, including certain of the documentation to be provided at the closing by various parties.

(c) Preliminary Official Statement. The Resolution authorizes the preparation of a Preliminary Official Statement (the "POS"). The POS is the offering document describing the Bonds which will be distributed to prospective purchasers of the Bonds. The POS must meet all applicable federal laws governing the sale and issuance of municipal securities. The POS discloses information with respect to, among other things, (i) the proposed uses of proceeds of the Bonds, (ii) the terms of the Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Bonds, if any, (iv) the security for repayment of the Bonds (the *ad valorem* property tax levy), (v) information with respect to the District's tax base (upon which such *ad valorem* property taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Bonds and the District, and (viii) absence of material litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Bonds. Prior to the sale of the Bonds, the final version of the POS will be brought before the Board for approval. Following the pricing of the Bonds, a final Official Statement for the Bonds will be prepared, substantially in the form of the POS.

(d) Future Measure I Bond Authorization. Pursuant to the Resolution, the District also commits itself to applying a portion of the proceeds from the next issuance of bonds under Measure I, together with certain funds of the District, towards the prepayment of its 2010 Certificates of Participation.



**Resolution No. 46-17/18 (Continued)**

**FISCAL IMPACT**

Staff is unable to fully assess the fiscal impact to the General Fund resulting from the issuance of the Bonds at this time.

**Recommendation:** This item was placed on the agenda by Board President with no input from staff nor the Fiscal Expert Team assigned by the County Office of Education. Staff does not recommend approval of Resolution No. 46-17/18 at this time for the following reasons:

- (1) based upon the significant progress made in reconciling the books and addressing the FCMAT recommendations, the District could improve its bond rating by issuing at a later date – after the 2018-19 budget and 2017-18 independent audit. This will likely improve findings of material internal control issues thereby improving the District's rating which in turn will save the taxpayers money - something that is a fiduciary responsibility of the District and Board,
- (2) the Santa Clara District Attorney's (DA) Office, Securities and Exchange Commission (SEC) and Civil Grand Jury have an on-going investigation into the District,
- (3) the project list for Measure I has not been updated since the requirement that future Measure I funds first be dedicated for repayment of the outstanding multi-million dollar COP obligation. Additionally, new information from the facilities assessment may change project priorities and should be made public before additional bond funds are spent absent a revised plan,
- (4) there is no need to "hurry to market" as it is too late to initiate new projects for this summer. The timing of a bond issuance in January 2019 will still provide for construction in summer of 2019,
- (5) good governance practices would include staff in the decision to issue new bonds and allow staff time to provide input to the Board relative to recommended priorities and timing.

Due to reasons stated above, the District may have difficulty in attracting favorable bids under a competitive method bond sale, and therefore could result in higher costs to taxpayers. Staff recommends this item be tabled until such time as these issues have been addressed and resolved.

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

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

**Recommend Approval**

9.07  
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

**RESOLUTION NO. 46-17/18**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION SCHOOL DISTRICT, SANTA CLARA COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF ALUM ROCK UNION SCHOOL DISTRICT (SANTA CLARA COUNTY, CALIFORNIA) ELECTION OF 2016 GENERAL OBLIGATION BONDS, SERIES A, AND ACTIONS RELATED THERETO**

**WHEREAS**, a duly called election was held in the Alum Rock Union Elementary School District (the "District"), Santa Clara County (the "County"), State of California, on June 6, 2016 (the "Election") and thereafter canvassed pursuant to law, at which the following proposition (the "Bond Measure") was submitted to the qualified electors of the District:

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

**WHEREAS**, at the Election the Bond Measure was approved by the requisite 55% vote of the qualified electors of the District voting on the proposition, as certified by the Registrar of Voters of the County (the "Authorization");

**WHEREAS**, at this time this Board of Trustees (the "Board") has determined that it is necessary and desirable to issue the first series of bonds under the Authorization in an aggregate principal amount not-to-exceed \$35,000,000, and to be styled as "Alum Rock Union School District (Los Angeles, County, California) Election of 2016 General Obligation Bonds, Series A" (the "Bonds");

**WHEREAS**, the Bonds are authorized to be issued and sold by the District at a competitive sale pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act") for the purposes set forth in the ballot submitted to the voters at the Election;

**WHEREAS**, this Board desires to authorize the issuance of the Bonds in one or more Series of Taxable Bonds or Tax-Exempt Bonds, and further as Current Interest Bonds (as such terms are defined herein);

**WHEREAS**, on June 30, 2010, the District executed and delivered its Prior Certificates (as defined herein);

**WHEREAS**, the Board desires to prepay all or a portion of the Prior Certificates from proceeds of future issuances of bonds under the Authorization;



**WHEREAS**, the Board desires to set aside and restrict certain District funds to be used for the prepayment of the Prior Certificates;

**WHEREAS**, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; and

**WHEREAS**, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION SCHOOL DISTRICT, SANTA CLARA COUNTY, CALIFORNIA, AS FOLLOWS:**

**SECTION 1. Authorization for Issuance of the Bonds.** To raise money for the purposes authorized by the voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California and orders such Bonds sold at a competitive sale in one or more Series of Taxable Tax-Exempt Current Interest Bonds (each as defined herein), with appropriate Series designation if more than one Series is issued. The Board further orders such Bonds sold such that the Bonds shall be dated as of a date to be determined by an Authorized Officer (defined below), shall bear interest at a rate not to exceed that authorized at the Election, shall be payable upon such terms and provisions as shall be set forth in the Bonds, shall mature on the dates and in the amounts set forth in the Official Statement (defined herein), and shall be in an aggregate principal amount not-to-exceed \$35,000,000.

**SECTION 2. Paying Agent.** This Board hereby appoints the Paying Agent, as defined herein, to serve as the paying agent, bond registrar, transfer agent and authentication agent for the Bonds on behalf of the District. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Education Code Section 15232.

**SECTION 3. Approval of the Notice Inviting Proposals for Purchase of Bonds and Notice of Intention to Sell.** The competitive sale of the Bonds shall be undertaken pursuant to the Notice Inviting Proposals for Purchase of Bonds, and the Notice of Intention To Sell, the forms of which are set forth in Exhibits B and C hereto, respectively, and are hereby approved. The Superintendent of the District (the "Superintendent") or the Assistant Superintendent, Business Services (the "Assistant Superintendent, Business Services," and together with the Superintendent, the "Authorized Officers") each alone, are hereby authorized to execute the Notice of Intention to Sell and to cause the Notice of Intention to Sell to be published in The Bond Buyer once at least five (5) days prior to the date set to receive bids.

The terms and conditions of the offering and the sale of the Bonds shall be as specified in the Notice Inviting Proposals for Purchase of Bonds. The Board shall award the sale of the Bonds by acceptance of the bids with the lowest true interest cost with respect to the Bonds, so long as the



principal amount of the Bonds does not exceed \$35,000,000 and the true interest cost does not exceed 8.00%.

Mission Trail Advisors, LLC, the municipal advisor to the District (the "Municipal Advisor"), is hereby authorized and directed to cause to be furnished to prospective bidders a reasonable number of copies of the Notice Inviting Proposals for Purchase of Bonds and a reasonable number of copies of the preliminary Official Statement (the "Preliminary Official Statement").

The Board hereby approves the competitive sale of the Bonds and determines that a competitive sale will allow the District to access the capital markets and fund projects authorized by voters at the Election, which will contribute to the District's goal of achieving the lowest overall cost of construction. The Board estimates that the costs associated with the issuance and purchase of the Bonds and any such costs which the successful bidder or bidders agrees to pay pursuant to the Notice Inviting Proposals for Purchase of Bonds (including the fees of the Bond Insurer, if any), will equal approximately 2.4% of the principal amount of the Bonds.

The Municipal Advisor and Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California ("Bond Counsel"), are hereby authorized and directed to open the bids at the time and place specified in the Notice Inviting Proposals for Purchase of Bonds and to present the same to the Authorized Officers. The Municipal Advisor and/or Bond Counsel are hereby authorized and directed to receive and record the receipt of all bids made pursuant to the Notice Inviting Proposals for Purchase of Bonds; to cause said bids to be examined for compliance with the Notice Inviting Proposals for Purchase of Bonds; and to cause computations to be made as to which bidder has bid the lowest true interest cost with respect to the Bonds, as provided in the Notice Inviting Proposals for Purchase of Bonds, along with a report as to the foregoing and any other matters deemed pertinent to the award of the Bonds and the proceedings for the issuance thereof.

**SECTION 4. Certain Definitions.** As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Official Statement):

(a) **"Beneficial Owner"** means, when used with reference to book-entry Bonds registered pursuant to Section 5 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

(b) **"Bond Insurer"** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal of and interest on the Bonds.

(c) **"Bond Payment Date"** means, unless otherwise provided by the Official Statement, February 1 and August 1 of each year commencing August 1, 2018 with respect to interest on the Bonds, and the stated maturity dates of Bonds with respect to payments of Principal of the Bonds.

(d) **"Bond Register"** means the registration books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Bonds shall be recorded.

(e) **“Code”** means the Internal Revenue Code of 1986, as amended. Reference to any particular section of the Code shall be deemed to be a reference to any successor to any such section.

(f) **“Continuing Disclosure Certificate”** means that certain contractual undertaking of the District pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, and relating to the Bonds, dated as of the date of issuance thereof, as amended from time to time in accordance with the provisions thereof.

(g) **“Current Interest Bonds”** means the Bonds, the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Official Statement.

(h) **“Dated Date”** means the date of initial issuance and delivery of the Bonds, or such other date as shall appear in the Official Statement.

(i) **“Depository”** means the entity acting as securities depository for the Bonds pursuant to Section 5(c) hereof.

(j) **“Director of Finance”** means the Director of the Finance Agency of the County, or other comparable officer of the County.

(k) **“DTC”** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Bonds.

(l) **“Holder”** or **“Owner”** means the registered owner of a Bond as set forth on the Bond Register maintained by the Paying Agent pursuant to Section 5 hereof.

(m) **“Information Services”** means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System; or, such other services providing information with respect to called municipal obligations as the District may specify in writing to the Paying Agent or as the Paying Agent may select.

(n) **“Long Current Interest Bonds”** means Bonds that mature later than 30 years from the date of issuance thereof.

(o) **“Moody’s”** means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(p) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 5(c) hereof.

(q) **“Official Statement”** means the Official Statement for the Bonds, as described in Section 16 hereof.

(r) **“Outstanding”** means, when used with reference to the Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 7 hereof; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 18 of this Resolution.

(s) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(t) **“Paying Agent”** means initially U.S. Bank National Association, or any other Paying Agent as shall be named in the Purchase Contract or Official Statement, and afterwards any successor financial institution, acting as paying agent, transfer agent, authentication agent and bond registrar for the Bonds.

(u) **“Permitted Investments”** means (i) the County Pooled Investment Fund maintained by the Director of Finance, and (ii) at the request of the District, (A) the Local Agency Investment Fund maintained by the Treasurer of the State of California; (B) other investments permitted under section 53601 of the California Government Code; and (C) investment agreements with financial institutions with senior unsecured credit ratings in one of the two highest rating categories (without regard to any refinement or gradation of such rating category by a plus or minus or a numeral) from one or more nationally recognized statistical rating organization.

(v) **“Principal”** or **“Principal Amount”** means, with respect to any Bond, the initial principal amount thereof.

(w) **“Prior Certificates”** means the District’s Taxable Certificates of Participation, 2010 Series A (Direct Subsidy Qualified School Construction Bonds), executed and delivered evidencing an aggregate principal amount of \$25,000,000, pursuant to a Trust Agreement, dated as of June 1, 2010, by and among the District, the Public Property Financing Corporation of California and U.S. Bank National Association, as trustee, and currently evidencing outstanding principal in an amount equal to \$22,730,000.

(x) **“Record Date”** means the close of business on the 15th day of the month preceding each Bond Payment Date.

(y) **“Series”** means any Bonds executed, authenticated and delivered pursuant to the provisions hereof identified as a separate series of Bonds.

(z) **“S&P”** means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, its successors and assigns, or, if such corporation shall be dissolved



or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(aa) **"Taxable Bonds"** means any Bonds not issued as Tax-Exempt Bonds.

(bb) **"Tax-Exempt Bonds"** means any Bonds the interest on which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(cc) **"Term Bonds"** means those Bonds for which mandatory redemption dates have been established in the Official Statement.

(dd) **"Transfer Amount"** means, with respect to any Outstanding Bond, the Principal Amount.

#### **SECTION 5. Terms of the Bonds.**

(a) Denomination, Interest, Dated Dates and Terms. The Bonds shall be issued as fully registered Current Interest Bonds registered as to both Principal and interest, in denominations of \$5,000 Principal Amount or any integral multiple thereof. The Bonds shall bear interest at a rate or rates not in excess of that authorized at the Election. The Bonds will initially be registered in the name of "Cede & Co.," the Nominee of the Depository Trust Company, New York, New York.

Each Bond shall be dated as of the Dated Date, and shall bear interest at the rates set forth in the Official Statement, from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated during the period from the 16<sup>th</sup> day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of twelve, 30-day months.

Notwithstanding any other provision herein, the ratio of total debt service to Principal for each Series of Bonds shall not exceed four-to-one.

(b) Redemption.

(i) Terms of Redemption. The Bonds shall be subject to optional or mandatory sinking fund redemption prior to maturity as provided in the Official Statement.

(ii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District, and if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that with respect to redemption by lot, the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

The Official Statement may provide that (i) in the event that any portion of a Term Bond is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect to such Bond shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, in respect of the portion of such Bond optionally redeemed, and (ii) within a maturity, Bonds shall be selected for redemption on a "Pro Rata Pass-Through Distribution of Principal" basis in accordance with DTC procedures, provided further that, such redemption is made in accordance with the operational arrangements of DTC then in effect.

(iii) Redemption Notice. When redemption is authorized pursuant to Section 5(b)(i) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Bonds (or portions thereof). Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the portion of the Principal Amount of such Bond to be redeemed, and the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue.

The Paying Agent shall take the following actions with respect to each such Redemption Notice:

(a) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(b) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Securities Depository.

(c) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

(d) Provide the Redemption Notice to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

A certificate of the Paying Agent or the District that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other



transfer. Such Redemption Notice may state that no representation is made as to the accuracy or correctness of CUSIP numbers printed thereon, or on the Bonds.

With respect to any notice of optional redemption of Bonds (or portions thereof) pursuant to Section 5(b)(i) hereof, unless upon the giving of such notice such Bonds or portions thereof shall be deemed to have been defeased pursuant to Section 18 hereof, such notice shall state that such redemption shall be conditional upon the receipt by an independent escrow agent selected by the District on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the Principal of, premium, if any, and interest on such Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received, said notice shall be of no force and effect, no portion of the Bonds shall be subject to redemption on such date and such Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice to the persons to whom and in the manner in which the Redemption Notice was given that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent shall distribute a notice of the rescission of such Redemption Notice in the same manner as such notice was originally provided.

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(v) Effect of Redemption Notice. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 18 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 5(b) hereof, together with interest accrued to such redemption date, shall be held in trust as provided in Section 18 hereof so as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds to be so redeemed.

(vi) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and accrued interest thereon to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.



All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 5 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in authorized denominations. The ownership of each such Bond shall be registered in the Bond Register in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 5(c)(i)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any Redemption Notice, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Principal of, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute Owner of such book-entry Bond for the purpose of payment of Principal of, premium and interest on and to such Bond, for the purpose of giving Redemption Notices and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his or her respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Principal of, premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the District shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District shall take such other

actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Outstanding book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 5(c).

3. Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book entry form and registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to Principal of, premium, if any, or interest on the Bonds and all notices with respect to such Bonds, including notices of redemption, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 5(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 5(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 5(c)(i)(4)(A)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

**SECTION 6. Execution of the Bonds.** The Bonds shall be signed by the President of the Board, or other member of the Board authorized to sign on behalf of the President, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Clerk or Secretary to the Board, or the designee thereof, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

**SECTION 7. Paying Agent; Transfer and Exchange.** So long as any of the Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 8 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal of, premium, if any, and



interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like Series, tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new bond or bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required to (a) issue or transfer any Bonds during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable Redemption Notice is given or (b) transfer any Bonds which have been selected or called for redemption in whole or in part.

**SECTION 8. Payment.** Payment of interest on any Bond shall be made on any Bond Payment Date to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer to such Owner on the Bond Payment Date to the bank and account number on file with the Paying Agent for that purpose on or before the Record Date. The Principal, and redemption premiums, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The Principal of, interest on, and redemption premiums, if any, on, the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are obligations of the District payable solely from the levy of *ad valorem* property taxes upon all property within the District subject to taxation, which taxes shall be without limit as to rate or amount. The Bonds do not constitute an obligation of the County except as provided in this Resolution, and no part of any fund of the County is pledged or obligated to the payment of the Bonds.

**SECTION 9. Form of Bonds.** The Bonds shall be in substantially the form as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Official Statement, or to correct or cure any defect, inconsistency, ambiguity or omission therein. Pending the preparation of definitive Bonds, the Bonds may be executed and delivered in temporary form exchangeable for definitive Bonds when ready for delivery. If the Paying Agent delivers temporary Bonds, it shall execute and deliver definitive Bonds in an equal aggregate principal amount of authorized denominations, when available, and thereupon the temporary Bonds shall be surrendered to the Paying Agent. Until so exchanged, the temporary Bonds shall be entitled to the same benefits hereunder as definitive Bonds.

**SECTION 10. Delivery of Bonds.** The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the original purchaser upon payment of the purchase price therefor.

**SECTION 11. Deposit of Proceeds of Bonds.** (a) The purchase price received from the sale of the Bonds, to the extent of the Principal Amount thereof, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Alum Rock Union School District Election of 2016 General Obligation Bonds, Series A Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. At the election of the District (i) to the extent the Bonds are sold in the more than one Series, there shall be created a separate Building Fund for each such Series of Bonds, and all references herein to a Building Fund shall be deemed to include each Building Fund created for a Series of Bonds, and (ii) the Building Fund may be may be established as a subaccount



of, or otherwise combined with, any fund established by the County for the purpose of holding proceeds of any bonds issued pursuant to the Authorization.

The purchase price received from the sale of the Bonds, to the extent of any accrued interest and any net original issue premium, shall be kept separate and apart in the fund hereby authorized to be created to be known as the "Alum Rock Union School District Election of 2016 General Obligation Bonds, Series A Debt Service Fund" (the "Debt Service Fund") for the Bonds and used for payment of Principal of and interest on the Bonds, and for no other purpose. At the election of the District (i) to the extent the Bonds are sold in the more than one Series, there shall be created a separate Debt Service Fund for each such Series of Bonds, and all references herein to a Debt Service Fund shall be deemed to include each Debt Service Fund created for a Series of Bonds, and (ii) the Debt Service Fund may be established as a subaccount of, or otherwise combined with, any fund established by the County for the purpose of holding proceeds of *ad valorem* tax levies made to pay any bonds issued pursuant to the Authorization.

Interest earnings on monies held in the Building Fund shall be retained in the Building Fund. Interest earnings on monies held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued upon written notice from the District shall be transferred to the Debt Service Fund and applied to the payment of Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District as permitted by law.

The costs of issuance of the Bonds are hereby authorized to be paid either from premium withheld by the purchaser upon the sale of the Bonds, or from the Principal Amount of the Bonds. To the extent costs of issuance are paid from such Principal Amount, the District may direct that a portion thereof, in an amount not to exceed 2.0% of such Principal Amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose. Any excess moneys in the cost of issuance account remaining after payment of all costs of issuance shall be transferred to the County for deposit into the Building Fund or Debt Service Fund, as appropriate.

(b) Subject to federal tax restrictions, all funds held by the County hereunder shall be invested in Permitted Investments pursuant to law and the investment policy of the County. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund. Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the principal of and interest on the Bonds when due:

**SECTION 12. Rebate Fund.** The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) The District shall create and establish a special fund designated the "Alum Rock Union School District Election of 2016 General Obligation Bonds, Series A Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the



extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the "Tax Certificate").

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Treasury Regulations, using as the "computation date" for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the "rebate amount" and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

**SECTION 13. Security for the Bonds.** There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the Principal of and interest on the Bonds when due, which moneys when collected will be deposited in the Debt Service Fund of the District, and which fund is hereby designated for the payment of the principal of and interest on the Bonds when and as the same shall fall due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with this Section 13. Pursuant to Government Code Section 53515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment thereof.

Pursuant to Government Code Sections 5450 and 5451, the District hereby pledges all revenues received from the levy and collection *ad valorem* taxes for the payment of the Bonds and all amounts on deposit in the Debt Service Fund to the payment of the Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund. This pledge shall constitute an agreement between the District and the Owners of the Bonds to provide security for the payment of the Bonds in addition to any statutory lien that may exist.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Bonds as the same become due and payable, shall be transferred by the Director of Finance to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such Principal and interest. DTC will thereupon make payments of Principal of and interest on the Bonds to the DTC Participants who will thereupon make payments of such Principal and interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to the Education Code Section 15234.



**SECTION 14. Arbitrage Covenant.** The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed thereunder or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

**SECTION 15. Conditions Precedent.** The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

**SECTION 16. Official Statement.** The Board hereby authorizes the preparation of a Preliminary Official Statement and Official Statement relating to the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Municipal Advisor to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the purchaser of the Bonds a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

**SECTION 17. Insurance.** In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the Principal of interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such Principal or interest, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest, the Paying Agent shall note the Bond Insurer's rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Paying Agent shall note the Bond Insurer as subrogee on the Bond Register for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

**SECTION 18. Defeasance.** All or any portion of the Outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

- (a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with amounts transferred from the Debt Service Fund, if any, is sufficient to pay all Bonds Outstanding and designated for defeasance (including all Principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date; or



(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with amounts transferred from the Debt Service Fund, if any, and any other cash, if required, in such amount as will, together with interest to accrue thereon, in the opinion of an independent certified public accountant, be fully sufficient to pay and discharge all Bonds Outstanding and designated for defeasance (including all Principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America, obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), and obligations secured or otherwise guaranteed, directly or indirectly, as to principal and interest by a pledge of the full faith and credit of the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Moody's or S&P.

**SECTION 19. Nonliability of County.** Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the County's full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from *ad valorem* property taxes lawfully levied to pay the Principal of or interest on the Bonds, which taxes shall be unlimited as to rate or amount.

**SECTION 20. Reimbursement of County Costs.** The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Bonds.

**SECTION 21. Request to County to Levy Tax.** The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all Principal of and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to pay

all such Principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The Board hereby finds and determines that such *ad valorem* taxes shall be levied specifically to pay the Bonds being issued to finance specific projects authorized by the voters of the District at the Election.

**SECTION 22. Other Actions.** (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints Mission Trail Advisors LLC as the Municipal Advisor and Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, each with respect to the issuance of the Bonds.

(c) Based on a good faith estimate from the Municipal Advisor, the District finds that (i) the True Interest Cost of the Bonds (as defined in Government Code Section 5852.1) is expected to be approximately 4.262%, (ii) the total Finance Charge of the Bonds (as defined in Government Code Section 5852.1) is expected to be \$825,000, (iii) the total proceeds expected to be received by the District from the sale of the Bonds, less the Finance Charge of the Bonds and capitalized interest, is \$34,700,000 and (iv) the District expects that the Total Payment Amount (as defined in Government Code Section 5852.1), calculated to the final maturity of the Bonds, will be \$70,032,712. The information presented in this Section 23(c) is included in satisfaction of Section 5852.1 of the Government Code, and shall not abrogate or otherwise limit any provision of this Resolution.

(d) Notwithstanding any other provisions contained herein, the provisions of this Resolution as they relate to the Bonds may be amended by the Official Statement.

(e) To the extent the issuance of Bonds includes Long Current Interest Bonds, the useful life of any facility financed with such Long Current Interest Bonds will equal or exceed the maturity of such Long Current Interest Bonds.

**SECTION 23. Resolution to Director of Finance.** The Clerk of or Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Director of Finance of the County immediately following its adoption.

**SECTION 24. Continuing Disclosure.** The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Dated Date, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Authorized Officers, each alone, are hereby authorized to execute and deliver such Continuing Disclosure Certificate with such changes therein and modifications thereto as shall be approved by the Authorized Officer executing the same, such approval to be conclusively evidenced by such execution and delivery. Any Bond Holder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds or a default of the District hereunder.

**SECTION 25. Future Issuances of Bonds Under the Authorization.** The Board hereby covenants that, following the issuance of the Bonds, the Board shall not issue any additional bonds under the Authorization unless such issuance of bonds shall be, in whole or in part, for the purpose of securing the prepayment of all then-outstanding Prior Certificates. The Board further covenants to cause to be issued, no earlier than 90 days prior to the first available prepayment date for the Prior Certificates, a series of bonds pursuant to the Authorization in such amount as shall be sufficient, together with any available Restricted Funds (as defined herein), to prepay all the then-outstanding Prior Certificates. In service thereof, the Board hereby restricts the following funds of the District and limits their use for no other purpose than the payment of principal and interest evidenced by the Certificates due prior to the first available prepayment date of the Prior Certificates, as well as the prepayment price of the Prior Certificates (collectively, the "Restricted Funds"): (i) State modernization matching funds currently on deposit in the County School Facility Fund (Fund 35); (ii) developer fee revenue currently on deposit in the Capital Facility Fund (Fund 25), as well as developer fee collections received by the District through the first available prepayment date for the Prior Certificates; and (iii) the unallocated balance currently on deposit in the Self Insurance Fund (Fund 67). The total amount of Restricted Funds currently available and projected to be available for the above described purposes is approximately \$12.8 million. The Board hereby directs the Authorized Officers to establish any necessary accounts in which such Restricted Revenues shall be held.

**SECTION 26. Effective Date.** This Resolution shall take effect immediately upon its passage.

**SECTION 27. Further Actions Authorized.** It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.



**SECTION 28. Recitals.** All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 14th day of June 2018, by the following vote:

AYES: MEMBERS \_\_\_\_\_

NOES: MEMBERS \_\_\_\_\_

ABSTAIN: MEMBERS \_\_\_\_\_

ABSENT: MEMBERS \_\_\_\_\_

\_\_\_\_\_  
President of the Board of Trustees,  
Alum Rock Union School District

ATTEST:

\_\_\_\_\_  
Secretary to the Board of Trustees,  
Alum Rock Union School District

## SECRETARY'S CERTIFICATE

I, Dr. Hilaria Bauer, Ed. D., Superintendent of and Secretary to the Board of Trustees of the Alum Rock Union School District, Santa Clara County, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on June 14, 2018, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes.

Said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: June \_\_\_\_, 2018

---

Superintendent and Secretary to the Board of Trustees  
of the Alum Rock Union School District

**EXHIBIT A**  
**FORM OF BONDS**

**REGISTERED  
NO.**

**REGISTERED  
\$**

**ALUM ROCK UNION SCHOOL DISTRICT  
(SANTA CLARA COUNTY, CALIFORNIA)  
ELECTION OF 2016 GENERAL OBLIGATION BONDS, SERIES A**

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED AS OF:</u>	<u>CUSIP</u>
_____ % per annum	August 1, 20____	_____, 2018	

REGISTERED OWNER:      CEDE & CO.

PRINCIPAL AMOUNT:

The Alum Rock Union School District (the "District") in Santa Clara County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing August 1, 2018. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2018, in which event it shall bear interest from the Dated Date. Interest shall be computed on the basis of a 360-day year of twelve, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially U.S. Bank National Association, as paying agent. Principal is payable upon presentation and surrender of this bond at the principal office of the Paying Agent. Interest is payable by wire transfer by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown on the bond register maintained by the Paying Agent, and to the bank and account number on file with the Paying Agent, as of the close of business on the 15th day of the month next preceding that Bond Payment Date (the "Record Date").

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on June 2, 2016 (the "Election"), upon the question of issuing bonds in the amount of \$139,999,671.60 and the resolution of the Board of Trustees of the District adopted on June 14, 2018 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which



this bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252.

The bonds of this issue comprise \$\_\_\_\_\_ principal amount of Current Interest Bonds, of which this bond is a part (collectively, the "Bonds").

This bond is exchangeable and transferable for Bonds of like series, tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent in Los Angeles, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required to (a) issue or transfer any Bond during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) transfer any Bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 20\_\_\_\_ are not subject to redemption. The Bonds maturing on or after August 1, 20\_\_\_\_ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part on any date, on or after August 1, 20\_\_\_\_, at a redemption price equal to the principal amount of the Bonds called for redemption, together with interest accrued thereon to the date of redemption, without premium.

The Term Bonds maturing on August 1, 20\_\_\_\_, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20\_\_\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts represented by such Bonds to be so redeemed, the dates therefor and the final principal payment date are as indicated in the following table:

Redemption Date (August 1)	Principal Amount
-------------------------------	---------------------

Total:

<sup>(1)</sup> Maturity.

In the event that a portion of the Term Bonds maturing on August 1, 20\_\_\_\_ are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 of principal amount, in respect of the portion of such Term Bonds optionally redeemed.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected as directed by the District, and if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some integral multiple thereof. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal of and interest on the Bonds when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE LEFT BLANK]

**IN WITNESS WHEREOF**, the Alum Rock Union School District, Santa Clara County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the [Secretary to/Clerk of] the Board of Trustees of the District, all as of the date stated above.

**ALUM ROCK UNION SCHOOL DISTRICT**

By: \_\_\_\_\_ (Facsimile Signature)  
President of the Board of Trustees

**COUNTERSIGNED:**

\_\_\_\_\_  
(Facsimile Signature)  
[Secretary to/Clerk of] the Board of Trustees

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the Bonds described in the Bond Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 2018.

By: U.S. BANK NATIONAL ASSOCIATION, as Paying  
Agent

\_\_\_\_\_  
Authorized Officer



## ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): \_\_\_\_\_ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

## LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

\_\_\_\_\_  
(Facsimile Signature)  
Secretary to the Board of Trustees

## EXHIBIT B

### NOTICE INVITING PROPOSALS FOR PURCHASE OF BONDS

\$ \_\_\_\_\_<sup>\*</sup>  
ALUM ROCK UNION SCHOOL DISTRICT  
(SANTA CLARA COUNTY, CALIFORNIA)  
ELECTION OF 2016 GENERAL OBLIGATION BONDS, SERIES A

**NOTICE IS HEREBY GIVEN** that sealed unconditioned proposals will be received to and including the hour of 9:00 a.m., Pacific Standard Time, on \_\_\_\_\_, 2018, at the offices of Mission Trail Advisors LLC, 111 W. Ocean Boulevard, Long Beach, California 90802 (the "Municipal Advisor"), in the manner described below, for the purchase of all, but not less than all, of \$ \_\_\_\_\_<sup>\*</sup> principal amount of Alum Rock Union School District (Santa Clara County, California) Election of 2016 General Obligation Bonds, Series A (the "Bonds"). Proposals must be submitted electronically via i-Deal LLC's ("i-Deal") Parity Electronic Bid Submission System ("PARITY"), a division of Thomson Information Services, Inc., in the manner described below, for the purchase of all, but not less than all, of \$ \_\_\_\_\_<sup>\*</sup> principal amount of the Bonds. In the event that the sale has not been awarded by the designated time, bids will be received at a subsequent time and date to be determined by the Alum Rock Union School District (the "District") and publicized via the Bond Buyer or the Bond Buyer Wire or Thomson Municipal Market Monitor ([www.tm3.com](http://www.tm3.com)).

#### **I. Issue:**

The Bonds will be dated the date of delivery, will be in the denomination of \$5,000 each, or integral multiples thereof, and will bear interest from the date of delivery of the Bonds to the maturity of each of the Bonds at the rate such that the true interest cost (the "TIC") shall not exceed \_\_\_\_%, with interest payable semiannually on February 1 and August 1 of each year during the term of each of the Bonds, commencing August 1, 2018. The Bonds will mature on August 1 in each of the years set forth in the following schedule:

<u>Maturity Date</u>	<u>Principal Amount*</u>	<u>Maturity Date</u>	<u>Principal Amount*</u>
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<sup>\*</sup> Preliminary, subject to change.

## **II. Option to Elect Term Bonds:**

The purchaser may elect to combine any number of consecutive maturities of Bonds for which an identical interest rate has been specified to comprise term bonds by indicating such an election in their bid. The election to create term bonds in such manner will require the creation of a mandatory sinking fund so that the sinking fund redemption payments shall equal the corresponding serial bond maturity amounts.

## **III. Adjustment of Principal Amounts:**

The estimated principal amount of each maturity of Bonds set forth above reflect certain assumptions of the District and the Municipal Advisor with respect to the likely interest rates of the winning bid or bids. Following the determination of the successful bidder or bidders, the Municipal Advisor, on behalf of the District, reserves the right to increase or decrease the principal amount of each maturity of the Bonds, in \$5,000 increments of principal amount, or eliminate maturities in their entirety. Such adjustment shall be made within 26 hours of the bid opening and in the sole discretion of the District, upon recommendation of the Municipal Advisor. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted and the successful bid or bids may not be withdrawn, and the successful bidder will not be permitted to change the interest rate(s) in its bid for the Bonds. The percentage compensation to be paid to the successful bidder will not change if the maturity schedule is adjusted.

## **IV. Interest Rates:**

All bids for the purchase of the Bonds must state the rate of interest to be paid for each maturity of Bonds offered and bid price for such Bonds. All Bonds of the same maturity must bear the same rate of interest and no Bond may bear more than one rate. The maximum interest rate bid for each maturity may not exceed \_\_\_\_ percent (\_\_\_\_%), and the TIC may not exceed six percent (\_\_\_\_%). Bidders may specify any number of different rates to be borne on the Bonds; provided that, all interest rates must be in multiples of 1/8 or 1/20 of one percent and a zero rate of interest cannot be specified. Interest will be computed on the basis of a 360-day year consisting of twelve, 30-day months.

## **V. Redemption:**

The Bonds maturing on or before August 1, 20\_\_ are not subject to optional redemption prior to their respective stated maturity dates. The Bonds maturing on or after August 1, 20\_\_ are subject to optional redemption prior to their respective stated maturity dates at the option of the District, from any source of available funds, as a whole or in part, on any date on or after August 1, 20\_\_, at a redemption price equal to the principal amount of the Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

## **VI. Notice of Redemption:**

Notice of redemption of any Bond will be mailed to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the registration records maintained by the Paying Agent (as defined herein); such mailing to be not more than 45 nor less than 20 days prior to the date set for redemption. U.S. Bank National Association has been appointed as paying agent, bond registrar and transfer agent for the Bonds (the "Paying Agent"). Neither failure to receive such notice nor any



defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of Bonds.

**VII. Costs of Issuance:**

[The winning bidder will not be required to pay any costs of issuance associated with the Bonds, except as described in Sections XVII and XXIV. Such costs of issuance, excluding the winning bidder's compensation, will be paid by the District solely from the aggregate proceeds of the Bonds eligible to be deposited into the Building Fund (as such term is defined in the Preliminary Official Statement) held by Santa Clara County on behalf of the District. The winning bidder's compensation will be paid by the District from the premium generated from the sale of the Bonds. The District reserves the right to instruct the winning bidder of the Bonds to retain from the premium generated from the sale of the Bonds an amount equal to the winning bidder's compensation. The District further reserves the right to instruct the winning bidder to wire a portion of the purchase price, in an amount not to exceed 2.0% of the principal amount of the Bonds, to U.S. Bank National Association, in its capacity as costs of issuance custodian for the Bonds.]

By the submission of its bid pursuant to the provisions hereof, each bidder will be deemed to have represented that its underwriting discount shall not exceed \_\_\_% of the principal amount of the Bonds.

**VIII. Premium/Discount Bonds:**

The District has elected to deposit the premium generated upon the sale of the Bonds[, net of the winning bidder's compensation,] into the Debt Service Fund for the Bonds (as such term is defined in the Preliminary Official Statement) established therefor, to be used to pay interest on the Bonds. Premium deposited into the Debt Service Fund may not be used to pay principal of the Bonds. Bidders may not bid a purchase price (calculated as principal plus premium minus the bidder's compensation) of more than \_\_\_% of the aggregate principal amount of the Bonds.

Bidders may not bid a purchase price (calculated as principal plus premium minus the bidder's compensation) of more than \_\_\_% or less than \_\_\_% of the aggregate principal amount of the Bonds.

**IX. Registration of Bonds as to Principal and Interest and Place of Payment:**

The Bonds, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Bonds. Individual purchases will be made in book-entry form only, in the denominations of \$5,000 and integral multiples thereof. Purchasers will not receive physical certificates representing their interest in the Bonds purchased. Principal and interest are payable in lawful money of the United States of America and will be paid to DTC which in turn will remit such amounts to the beneficial owners of the Bonds through DTC's Participants, as described in the Preliminary Official Statement.

**X. Authority:**

The Bonds will be issued pursuant to the Constitution and laws of the State of California and pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California. The issuance of the Bonds was authorized by the requisite 55% vote of the qualified electors of the District voting at an election held on June 6, 2016.

**XI. Security:**

Both the principal of and interest on the Bonds are payable solely from an *ad valorem* property tax levied against all of the property within the District subject to taxation by the District, without limitation as to rate or amount (except certain personal property which is taxable at limited rates).

**XII. Form of Bid:**

All bids must be submitted electronically via PARITY, pursuant to the procedures described below, and all such bids shall be deemed to constitute a Bid for Purchase of the Bonds and shall be deemed to incorporate by reference all of the terms and conditions of this Notice Inviting Proposals for Purchase of Bonds. The submission of a bid electronically via PARITY shall constitute and be deemed the bidder's signature on the Bid for Purchase of the Bonds.

**XIII. Procedures Regarding Electronic Bidding:**

Bids must be submitted electronically via PARITY in accordance with this Notice Inviting Proposals for Purchase of Bonds, until 9:00 a.m., California Time, on \_\_\_\_\_, 2018, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice Inviting Proposals for Purchase of Bonds, the terms of this Notice Inviting Proposals for Purchase of Bonds shall control. For further information about PARITY, potential bidders may contact the District's Municipal Advisor, Lalo Trujillo of Mission Trail Advisors, LLC at (562) 473-4474 or [lalo@missiontrailadvisors.com](mailto:lalo@missiontrailadvisors.com), or PARITY at i-Deal at (212) 849-5021. In the event that a bid for the Bonds is submitted via PARITY, the bidder further agrees that:

1. Once the bids are communicated electronically via PARITY to the District as described herein, each bid will constitute a Bid for Purchase of the Bonds and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice Inviting Proposals for Purchase of Bonds. If a bid submitted electronically via PARITY is accepted by the District, the terms of the Bid for Purchase of the Bonds and the Notice Inviting Proposals for Purchase of Bonds and the information that is electronically transmitted through PARITY (including information about the purchase price of the Bonds, the coupon interest rate to be borne by the various maturities of the Bonds, the initial public offering price of each maturity and any other information included in such transmission) shall form a contract and the successful bidder shall be bound by the terms of such contract.

2. PARITY is not an agent of the District, and the District shall have no liability whatsoever based on any bidder's use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the District or information provided by the bidder.

3. The District may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via PARITY's internet site ([www.tm3.com](http://www.tm3.com)) no later than 1:00 P.M. (California Time) on the last business day prior to the date of sale. In such case, a substitute bidding arrangement will be described in an amended Notice Inviting Proposals for Purchase of Bonds.

4. For purposes of submitting all Bids for Purchase of the Bonds, the time as maintained on PARITY shall constitute the official time. No bid received after the deadline shall be considered. In

any case, each bid must be in accordance with the terms and conditions set forth in this official Notice Inviting Proposals for Purchase of Bonds.

5. Each bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with this Notice Inviting Proposals for Purchase of Bonds. Neither the District nor i-Deal shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the District nor i-Deal shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The District is using PARITY as a communication mechanism, and not as the District's agent, to conduct the electronic bidding for the Bonds. By using PARITY, each bidder agrees to hold the District harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Bonds.

#### **XIV. Estimate of True Interest Cost:**

Bidders are requested (but not required) to supply an estimate of the total true interest cost to the District on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Board of Trustees of the District.

#### **XV. Deposit:**

The successful bidder will be required to provide a good faith deposit (the "Deposit") in the form of a wire transfer made payable to

Alum Rock Union School District  
in the amount of  
\$ \_\_\_\_\_

prior to the official award. The wire transfer must be transmitted in immediately available funds and sent to the account of the District at the County of Santa Clara Director of Finance at the wire address specified in section XXIII herein, but with the following reference: Alum Rock ESD 2010 GO Bonds, Series A Good Faith Deposit. The Municipal Advisor will request the apparent winning bidder to immediately wire the Deposit (as provided in Section XXIII herein) and provide the Federal wire reference number of such Deposit to the Municipal Advisor within 90 minutes of such request by the Municipal Advisor. The Bonds will not be officially awarded to a bidder who has not submitted a Deposit in the form of a wire transfer, together with its Federal wire reference number, as provided above.

No interest on the Deposit will accrue to any bidder. The Deposit (without accruing interest) of the winning bidder will be applied to the purchase price of the Bonds. In the event the winning bidder fails to honor its accepted bid, the Deposit plus any interest accrued on the Deposit will be retained by the District. Any investment income earned on the Deposit will be paid to the successful bidder in the event the District is unable to deliver the Bonds. Deposits accompanying bids other than the bid which is accepted will be returned promptly upon the determination of the best bidder.



#### **XVI. Qualification for Sale; Blue Sky:**

The purchaser will assume responsibility for taking any action necessary to qualify the Bonds for offer and sale in jurisdictions other than California, and for complying with the laws of all jurisdictions on resale of the Bonds, and shall indemnify, defend and hold harmless the District and their respective officers and officials from any loss or damage resulting from any failure to comply with any such law. Compliance with Blue Sky Laws shall be the sole responsibility of the purchaser, and the purchaser shall pay all fees and disbursements related to the qualification of the bonds for sale under the securities or Blue Sky laws of various jurisdictions. The District will furnish such information and take such action not inconsistent with law as the purchaser may request and the District shall deem necessary or appropriate to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the purchaser, provided, however, that the District shall not execute a general or special consent to service of process or qualify to do business in connection with such qualification or determination in any jurisdiction. The purchaser will not offer to sell, or solicit any offer to buy, the Bonds in any jurisdiction where it is unlawful for such purchaser to make such offer, solicitation or sale, and the purchaser shall comply with the Blue Sky and other securities laws and regulations of the states and jurisdictions.

#### **XVII. CUSIP Numbers and Other Fees:**

CUSIP numbers will be applied for and will be printed on the Bonds and the cost of printing thereof and service bureau assignment will be the purchaser's responsibility. Any delay, error or omission with respect thereto will not constitute cause for the purchaser to refuse to accept delivery of and pay for the Bonds. The successful bidder shall also be required to pay all fees required by The Depository Trust Company, Bond Market Association, Municipal Securities Rulemaking Board, and any other similar entity imposing a fee in connection with the issuance of the Bonds (see, "—California Debt and Investment Advisory Commission" below).

#### **XVIII. Legal Opinion:**

The Bonds are sold with the understanding that the purchaser will be furnished with the approving opinion of Bond Counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation. A copy of the opinion will be attached to the Bonds. Said attorneys have been retained by the District as Bond Counsel and in such capacity are to render their opinion only upon the legality of the Bonds under State of California law and on the exemption of the interest income on such Bonds from federal and State of California income taxes. Fees of Bond Counsel will be paid by the District from the costs of issuance.

#### **XIX. Tax-Exempt Status:**

In the opinion of Bond Counsel, based on existing statutes, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. Should changes in the law cause Bond Counsel's opinion to change prior to delivery of the

Bonds to the purchaser, the purchaser will be relieved of its responsibility to pick up and pay for the Bonds, and in that event its Deposit will be returned.

**XX. Establishment of Issue Price:**

(a) The winning bidder shall assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the District and Bond Counsel, including, but not limited to, modifications in the event that the Competitive Sale Requirements (defined below) are not satisfied. All actions to be taken by the District under this Notice Inviting Proposals for Purchase of Bonds (this "Notice Inviting Proposals") to establish the issue price of the Bonds may be taken on behalf of the District by the Municipal Advisor and any notice or report to be provided to the District may be provided to the Municipal Advisor.

(b) The District intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "Competitive Sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "Competitive Sale Requirements") because:

- (1) the District shall disseminate this Notice Inviting Proposals to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the District may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the District anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest TIC, as set forth in this Notice Inviting Proposals.

Any bid submitted pursuant to this Notice Inviting Proposals shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

(c) In the event that the Competitive Sale Requirements are not satisfied, the District shall so advise the winning bidder. The District shall treat the first price at which 10% of a maturity of the Bonds (the "10% Test") is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the District if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the Bonds. The District will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the



maturities of the Bonds will be subject to the 10% Test in order to establish the issue price of the Bonds.

(d) If the competitive sale requirements are not satisfied, then until the 10% Test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the District the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% Test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

(e) By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(f) Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice Inviting Proposals. Further, for purposes of this Notice Inviting Proposals:

(1) “public” means any person other than an underwriter or a related party,

(2) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding



stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) "sale date" means the date that the Bonds are awarded by the District to the winning bidder.

**XXI. Award:**

If the Bonds are awarded on the date of sale, the Bonds will be awarded to the responsible bidder submitting the best responsive bid, considering the coupon interest rate and the purchase price specified in the bid. The best bid will be the bid that conforms with the provisions of this Notice Inviting Proposals for Purchase of Bonds and represents the lowest TIC to the District for the Bonds, taking into consideration the interest rate specified, and premium thereon, if any. The TIC is the discount rate that, when compounded semiannually and used to discount all debt service payments on the Bonds back to the date of delivery of such Bonds, results in an amount equal to the purchase price bid for said Bonds. In the event that two or more bidders offer bids for the Bonds at the same lowest TIC, the District will determine by lottery which bidder will be awarded the Bonds. For the purpose of calculating the TIC, the mandatory sinking fund payments, if any, shall be treated as serial maturities in such years. The determination of the bid representing the lowest TIC will be made without regard to any adjustments made or contemplated to be made after the award by the Municipal Advisor on behalf of the District, as described herein under "Adjustment of Principal Amounts," even if such adjustments have the effect of raising the TIC of the successful bid to a level higher than the bid containing the next lowest TIC prior to adjustment.

**XXII. Prompt Award:**

The [Superintendent/Assistant Superintendent, Business Services] of the District, or his or her designee, will take action awarding the Bonds or rejecting all bids not later than twenty-six (26) hours after the expiration of the time herein prescribed for the receipt of bid proposals, unless such time of award is waived by the successful bidder. Notice of the award will be given promptly to the successful bidder.

**XXIII. Delivery:**

Delivery of the Bonds will be made to the purchaser through DTC upon payment of the purchase price in federal funds payable to or for the account of the District at the Santa Clara County Director of Finance, per the wire instructions below. Wire Transfer to:

Bank:	
ABA#:	
Credit:	
Account Number:	
Reference:	Alum Rock ESD Election of 2016 GO Bonds, Series A
Attn:	

The Closing will take place at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation, 44 Montgomery Street, Suite 4200, San Francisco, California 94104, or at the purchaser's request and expense, at any other place mutually agreeable to both the District and the purchaser, on \_\_\_\_\_, 2018.

**XXIV. California Debt and Investment Advisory Commission:**

The successful bidder will be required, pursuant to State of California law, to pay any fees to the California Debt and Investment Advisory Commission ("CDIAC"). CDIAC will invoice the successful bidder after the closing of the Bonds.

**XXV. No Litigation and Non-Arbitrage:**

The District will deliver a certificate stating that no litigation is pending affecting the issuance and sale of the Bonds. The District will also deliver an arbitrage certificate covering its reasonable expectations concerning the Bonds and the use of proceeds thereof.

**XXVI. Official Statement:**

The District will make available a Preliminary Official Statement relating to the Bonds, a copy of which, along with related documents, will be furnished upon request made to Mission Trail Advisors LLC, 111 W. Ocean Boulevard, Long Beach, California 90802, attention: Lalo Trujillo, [lalo@missiontrailadvisors.com](mailto:lalo@missiontrailadvisors.com), the District's Municipal Advisor, or telephoned to said Municipal Advisor at (562) 473-4474. Such Preliminary Official Statement, together with any supplements thereto, shall be in a form "deemed final" by the District for the purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), but is subject to revision, amendment and completion in a final version thereof (the "Official Statement").

Each bidder must read the entire Preliminary Official Statement prior to bidding on the Bonds, to obtain information essential to the making of an informed decision to bid. This Notice Inviting Proposals for Purchase of Bonds contains certain information for general reference only, and is not a complete summary of the issue. The Internet posting of the Preliminary Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, the securities described in the Preliminary Official Statement, in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Copies of the Official Statement will be made available to the purchaser without charge, up to an amount of 10 copies, within seven business days of the date of sale and additional copies will be made available upon request at the purchaser's expense.

The District will deliver, at the closing, a certificate executed by an authorized officer of the District, acting in their official capacity, to the effect that the Official Statement does not contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

The District undertakes that for a certain period of up to twenty-five (25) days following the end of the "underwriting period" as defined in Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934 (the "Rule"), it will (i) apprise the winning bidder if any event shall occur, or



information comes to the attention of the District that, in the reasonable judgment of the District, is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (ii) if requested by the winning bidder, prepare a supplement to the final Official Statement with respect to such event or information. The District will presume, unless notified in writing by the winning bidder, that the end of the underwriting period will occur on the date of the delivery of the Bonds. By making a bid on the Bonds, the winning bidder agrees (i) to disseminate to all members of the underwriting syndicate, if any, copies of the final Official Statement, including any supplements prepared by the District, and to file a copy of the final Official Statement, including any supplements prepared by the District, with the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access ("EMMA") system (as provided by the Rule) within one business day after receipt thereof from the District or its designee, but in any event, no later than the date of closing and (ii) to take any and all other actions necessary to comply with the applicable rules of the Securities and Exchange Commission and the MSRB governing the offering, sale and delivery of the Bonds to the ultimate purchasers.

#### **XXVII. Continuing Disclosure:**

In order to assist bidders in complying with the Rule, the District will undertake in a Continuing Disclosure Certificate to provide certain annual financial information and notices of the occurrence of events listed therein. A description of this undertaking and a form of the Continuing Disclosure Certificate are included in the Preliminary Official Statement.

#### **XXVIII. Ratings:**

Fitch Ratings and S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC has assigned to the Bonds the ratings shown on the cover page of the Preliminary Official Statement or, if not so indicated, will be available upon request from the Municipal Advisor. Such ratings reflects only the views of such organizations and explanation of the significance of such rating may be obtained therefrom. There is no assurance that the ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by either of the rating agencies, if, in the judgment of such agency, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

#### **XXIX. Right to Cancel, Postpone, or Reschedule Sale:**

The District reserves the right to cancel, postpone or reschedule the sale of the Bonds upon notice given through the Bloomberg News Service, Thomson Municipal Market Monitor ([www.tm3.com](http://www.tm3.com)) or *The Bond Buyer* not later than 1:00 p.m. (California time) on the day prior to the date bids are to be received. If the sale is postponed, bids will be received at the place set forth above, at the date and time as the District shall determine. Notice of the new sale date and time, if any, will be given through Bloomberg News Service, Thomson Municipal Market Monitor ([www.tm3.com](http://www.tm3.com)) or *The Bond Buyer* no later than twenty-three (23) hours prior to the new time bids are to be received. As an accommodation to bidders, telephone or fax notice of the postponement of the sale date and of the new sale date will be given to any bidder requesting such notice from the Municipal Advisor. Failure of any bidders to receive such notice shall not affect the legality of the sale.



**XXX. Municipal Bond Insurance; Bidder's Option:**

[The District has applied to certain bond insurance companies for a commitment to issue a municipal bond insurance policy insuring the scheduled payment of principal of and interest on the Bonds when due. Information concerning the availability of municipal bond insurance may be obtained by contacting the Municipal Advisor, Mission Trail Advisors, LLC, as described below. In the event the District obtains a commitment for municipal bond insurance, each bidder has the option to elect whether such insurance policy will be issued and whether such insurance policy will be issued with respect to all a portion of the Bonds. If the winning bidder elects to obtain a policy of municipal bond insurance, the premium for such insurance and the costs of any related ratings will be paid by the bidder, and the District will have no responsibility for payment of such premium and costs.]

**XXXI. Additional Information:**

Copies of the Notice Inviting Proposals for Purchase of Bonds, and the Preliminary Official Statement relating to the Bonds will be furnished to any bidder upon request made to Mission Trail Advisors, LLC, Attn: Lalo Trujillo, phone: (562) 473-4474, [lalo@missiontrailadvisors.com](mailto:lalo@missiontrailadvisors.com), the Municipal Advisor to the District.

Dated: \_\_\_\_\_, 2018

ALUM ROCK UNION SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr. Hilaria Bauer  
Superintendent

EXHIBIT A

§  
ALUM ROCK UNION SCHOOL DISTRICT  
(Santa Clara County, California)  
Election of 2016 General Obligation Bonds, Series A

CERTIFICATE OF THE PURCHASER

The undersigned, on behalf of \_\_\_\_\_, hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. *Reasonably Expected Initial Offering Price.*

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by \_\_\_\_\_ are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by \_\_\_\_\_ in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by \_\_\_\_\_ to purchase the Bonds.

(b) \_\_\_\_\_ was not given the opportunity to review other bids prior to submitting its bid.<sup>1</sup>

(c) The bid submitted by \_\_\_\_\_ constituted a firm offer to purchase the Bonds.

2. *Defined Terms.*

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_, 2018

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of

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<sup>1</sup> Treas. Reg. §1.148-1(f)(3)(i)(B) requires that all bidders have an equal opportunity to bid to purchase bonds. If the bidding process affords an equal opportunity for bidders to review other bids prior to submitting their bids, then this representation should be modified to describe the bidding process.

the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents \_\_\_\_\_'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Alum Rock Union School District (the "District") with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Stradling, Yocca, Carlson & Rauth, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds.

\_\_\_\_\_, as Underwriter

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 2018



**SCHEDULE A**  
**EXPECTED OFFERING PRICES**  
*(Attached)*

**SCHEDULE B**  
**COPY OF UNDERWRITER'S BID**  
*(Attached)*

B-A-1

**EXHIBIT C**

**NOTICE OF INTENTION TO SELL**

\$ \_\_\_\_\_<sup>\*</sup>  
ALUM ROCK UNION SCHOOL DISTRICT  
(Santa Clara County, California)  
Election of 2016 General Obligation Bonds, Series A

**NOTICE IS HEREBY GIVEN** that the Alum Rock Union School District (the "District"), in Santa Clara County, California, intends to offer for public sale on \_\_\_\_\_, 2018, at the hour of 9:00 a.m. Pacific Daylight Time, at the office of Mission Trail Advisors LLC, 111 W. Ocean Boulevard, Long Beach, California 90802 not to exceed \$ \_\_\_\_\_<sup>\*</sup> principal amount of general obligation bonds of the District designated "Alum Rock Union School District (Santa Clara County, California) Election of 2016 General Obligation Bonds, Series A" (the "Bonds"). Within 26 hours, the Superintendent or Assistant Superintendent, Business Services of the District will consider the bids received and, if acceptable bids are received, which comply with the provisions of the Notice Inviting Proposals for Purchase of the Bonds described below, award the sale of the Bonds on the basis of the true interest cost. In the event that no bids are awarded by the designated time, proposals will be received at a subsequent time and date to be determined by the District and publicized via PARITY, the Bond Buyer Wire, or Thomson Municipal Market Monitor ([www.tm3.com](http://www.tm3.com)).

**NOTICE IS HEREBY FURTHER GIVEN** that the Bonds will be offered for public sale subject to the terms and conditions of the Notice Inviting Proposals for Purchase of the Bonds, dated \_\_\_\_\_, 2018 (the "Notice Inviting Proposals for Purchase of Bonds"). Copies of the Preliminary Official Statement and Notice Inviting Proposals for Purchase of Bonds will be furnished upon request made to Mission Trail Advisors LLC, 111 W. Ocean Boulevard, Long Beach, California 90802, Attn: Lalo Trujillo, phone: (562) 473-4474, e-mail: [lalo@missiontrailadvisors.com](mailto:lalo@missiontrailadvisors.com), the Municipal Advisor to the District for the Bonds.

Dated: \_\_\_\_\_, 2018

ALUM ROCK UNION SCHOOL DISTRICT

By: \_\_\_\_\_  
Superintendent

\_\_\_\_\_  
<sup>\*</sup> Preliminary, subject to change.



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

9.08

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees:

Date: June 7, 2018

**Subject:** Resolution No. 48-17/18  
**A Resolution Requesting Board of Supervisors of the County of Santa Clara to Establish Tax Rate for Bonds of the Alum Rock Union Elementary School District Expected to be Sold During Fiscal Year 2018-19, and Authorizing Necessary Actions in Connection Therewith.**

**Background:** An election was held in the Alum Rock Union Elementary School District on June 6, 2016 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of \$139,999,671.60 ("Measure I"). The District now desires to sell the first series of Bonds authorized under Measure I (the "Bonds"). The schedule for issuing these Bonds estimates that they will be sold after the time that the Controller-Treasurer of the County calculates the taxes to be levied for District bonded debt during fiscal year 2018-19. Therefore, Resolution No. 48-17/18 is being brought before the Board now to formally request that, pursuant to Education Code Sections 15252-15254, the Board of Supervisors of the County adopt a tax rate and levy a tax for the Bonds. The tax rate will be based upon an estimated debt service schedule provided by the District. The Resolution further authorizes the District officials to file a certified copy of the Resolution with the Board of Supervisors of the County and to deliver copies of the Resolution to the Controller-Treasurer and Tax Collector of the County.

Adoption of this Resolution is necessary to ensure that property taxes are levied during fiscal year 2018-19 for the payment of the Bonds. The Bonds are expected to be sold during fiscal year 2018-19

FISCAL IMPACT


Staff is unable to fully assess the fiscal impact to the General Fund resulting from the adoption of this resolution or the issuance of the Bonds at this time.

**Recommendation:** This item was placed on the agenda by Board President with no input from staff nor the Fiscal Expert Team assigned by the County Office of Education. Staff does not recommend approval of Resolution No. 48-17/18 at this time for the following reasons:

- 1) Based upon the significant progress made in reconciling the books and addressing the FCMAT recommendations, the District could improve its bond rating by issuing at a later date – after the 2018-19 budget and 2017-18 independent audit. This will likely improve findings of material internal control issues thereby improving the District's rating which in turn will save the taxpayers money-something that is a fiduciary responsibility of the District and Board,
- 2) The Santa Clara District Attorney's (DA) Office, Securities and Exchange Commission (SEC) and Civil Grand Jury have an on-going investigation into the District,
- 3) The project list for Measure I has not been updated since the requirement that future Measure I funds first be dedicated for repayment of the outstanding multi-million dollar COP obligation. Additionally, new information from the facilities assessment may change project priorities and should be made public before additional bond funds are spent absent a revised plan,
- 4) There is no need to 'hurry to market' as it is too late to initiate new projects for this summer. The timing of a bond issuance in January 2019 will still provide for construction in summer of 2019,
- 5) Good governance practices would include staff in the decision to issue new bonds and allow staff time to provide input to the Board relative to recommend priorities and timing.

Due to reasons stated above, the District may have difficulty in attracting favorable bids under a competitive method bond sale, and therefore could result in higher costs to taxpayers. Staff recommends this item to be tabled until such time as these issues have been addressed and resolved

Resolution No. 48-17/18 (Continued)

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

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

Recommend Approval

9.08

Agenda Placement

  
Hilaria Bauer Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

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

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

RESOLUTION NO. 48-17/18

RESOLUTION REQUESTING BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA TO ESTABLISH TAX RATE FOR BONDS OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT EXPECTED TO BE SOLD DURING FISCAL YEAR 2018-2019, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH.

WHEREAS, this Board of Trustees (the "Board") of the Alum Rock Union Elementary School District (the "District"), located in Santa Clara County (the "County"), California, is authorized to, and intends to, issue a series of its bonds for purposes authorized by the voters of the District on June 6, 2016; and

WHEREAS, the Board of Supervisors of the County is required to take action approving a tax rate for payment of indebtedness of the District during Fiscal Year 2018-19, and it is the responsibility of the Controller-Treasurer of the County to calculate the several tax rates for the Board of Supervisors' action thereon; and

WHEREAS, this Board has determined that it is not possible or advisable to sell the District's bonds in time to permit the Controller-Treasurer, or other appropriate County official, of the County to calculate the tax rates necessary to pay debt service on such bonds in order that such tax rates may be reflected on 2018-2019 property tax bills of taxpayers in the District; and

WHEREAS, the Education Code of the State of California provides that the Board of Supervisors of each county shall annually, at the time of making the levy of taxes for county purposes, estimate the amount of money required to meet the payment of the principal and interest on the bonds authorized by the electors of the District and not sold, and which the Board of Trustees of the District informs the Board of Supervisors in their belief will be sold before the next tax levy, and further provides that said Board of Supervisors shall levy a tax sufficient to pay the principal and interest so estimated; and

WHEREAS, this Board deems it necessary and desirable to issue a series of the District's bonds during Fiscal Year 2018-19, as authorized by the Education Code, and that the County levy a tax for payment on debt service estimated to come due on such bonds during Fiscal Year 2018-19, and believes that said bonds will be sold during said Fiscal Year;



NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Section 1.     Recitals. All of the above recitals are correct.

Section 2.     Estimate of Tax Levy. The Superintendent or the Assistant Superintendent of Business Services of the District or such other officer of the District as either authorized officer may designate (each, an "Authorized District Representative"), are hereby authorized and directed to prepare, or cause Mission Trail Advisors LLC, the financial advisors to the District, to prepare, an estimate of all payments of principal and interest which shall become due on a series of bonds of the District expected to be sold prior to the making of the tax levy for Fiscal Year 2018-19, and to cause the debt service schedule so prepared to be provided to the Board of Supervisors of the County and to the officers of the County responsible for preparing the tax levy for bonds of the District and for levying said tax. The District estimates that the sale of its first series of bonds (Election of 2016, General Obligation Bonds, Series A) shall be in an estimated amount of \$35 million, an amount within the District's authorized but unissued bond allowance, and shall be issued on or about September 19, 2018.

Section 3.     Request to County to Levy Tax. The Board of Supervisors of the County is hereby requested, in accordance with Education Code Section 15252-15254, to adopt a tax rate for bonds of the District expected to be sold during Fiscal Year 2018-19, based upon the estimated debt service schedule provided by officers of the District, and to levy a tax in Fiscal Year 2018-19 on all taxable property in the District sufficient to pay said estimated debt service. The proceeds of such tax shall be deposited into the debt service fund of the District established pursuant to the Education Code for bonds of the District.

Section 4:     Application of Tax Proceeds. In the event that the bonds of the District are not sold during Fiscal Year 2018-19, or sold in such amount and on such terms that the proceeds of the tax requested in Section 3 hereof, or any portion thereof, are not required for payment of debt service due on the bonds, or payment of other outstanding bonds of the District payable from the debt service fund of the District, this Board hereby requests that the Controller-Treasurer, or other appropriate official of the County cause the remaining proceeds of the tax to be held in the debt service fund and applied to debt service on outstanding bonds of the District coming due in Fiscal Year 2019-20.

Section 5.     Filing of Resolution. The Secretary of this Board is hereby authorized and directed to file forthwith a certified copy of this Resolution with the Clerk of the Board of Supervisors of the County, and to cause copies of this Resolution to be delivered to the Controller-Treasurer and the Tax Collector of the County.

Section 6.     Further Authorization. The President of this Board, the Secretary of this Board, or any Authorized District Representative, shall be and they are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the sale of the bonds of the District, which any of them deem necessary and desirable to accomplish the purpose hereof.

Section 7. Effective Date. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED this 14th day of June, 2018, by the following vote:

A YES:

NOES:

ABSENT:

ABSTENTIONS:

\_\_\_\_\_  
President of the Board of Trustees of the  
Alum Rock Union Elementary School District

Attest:

\_\_\_\_\_  
Secretary of the Board of Trustees of the  
Alum Rock Union Elementary School District

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

9.09

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

June 5, 2018

**Subject: DISCUSSION AROUND GEORGE MULTI-PURPOSE COMMUNITY ROOM TO EXCLUDE THE GEORGE CAMPUS PERTAINING TO THE EARTHQUAKE FAULT LINE**

**Information/Discussion/Action**

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: June 14, 2018  
Regular Board Meeting

**Information/Discussion/Action**

9.09

Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue, San Jose, CA 95127  
Office of Superintendent of Schools

9.10

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

June 7, 2018

**Subject:**

**CONSTRUCTION MANAGEMENT AGREEMENTS  
FOR MEASURE I AND MEASURE J**

Terminate the contract between Alum Rock Elementary School District (ARUSD) and Del Terra Real Estate Services, Inc., dba Del Terra Group for Construction Management of the ARUSD Bond Program. This agenda item was submitted by Member Andrés Quintero.

**Discussion/Action**

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

**Discussion/Action**

9.10  
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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: June 4, 2018

**Subject:** Consolidated Application and Reporting System (CARS) 2016/17-2017/18 Reporting and 2018-2019 Application for Funding

**Staff Analysis:** The consolidated Application and Reporting System is the fiscal mechanism used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and charter schools throughout California. Annually, in June, Alum Rock Union Elementary School District submits CARS to the CDE to document participation in these programs and to assure that our district will comply with the legal requirements of each program.

**Recommendation:** Staff recommends approval of CARS 2016/17-2017/18 Reporting and 2018-2019 Application for Funding.

Submitted by: Sandra García

SG  
RS

Title: Director of State and Federal Programs

Approved by: Rene Sanchez

Title: Assistant Superintendent of Instructional Services

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

**Recommend Approval**

10.01  
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

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

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

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

10.02

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: **May 1, 2018**

**Subject:** **CCSS History Social-Science Textbooks Adoption Middle School  
Adelante Dual Language Academy**

**Staff Analysis:** Staff recommends the adoption of McGraw Hill- IMPACTO for grade 6-8 in Adelante Dual Language Academy for Middle School. The materials conform to all state requirements for standards –aligned materials. The proposed adoption materials are aligned to the History Social –Science framework and Common Core State Standards and support our Dual Language Program. Materials have been reviewed by teaching and administrative staff. Adoption is necessary to comply with Williams Settlement requirements. Teacher Professional Development is built in to the contract.

McGraw Hill/Impacto for Adelante Dual Language Academy  
\$36,248.60 (Funding –Parcel Tax)

**Recommendation:** Staff recommends approval of this adoption

Submitted by: Barbara Campbell *JBC*

Title: Director, Academic Services

Approved by: Rene Sanchez *R.S.*

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

**Recommend Approval**

*10.02*  
Agenda Placement

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

**DISPOSITION BY BOARD OF TRUSTEES**

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

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



Impacto only (Adelante)  
(8/15)



Because learning changes everything.™

**QUOTE PREPARED FOR:**

Alum Rock Union Sch Dist  
DISTRICT WAREHOUSE  
SAN JOSE, CA 95127  
ACCOUNT NUMBER: 243366

**SUBSCRIPTION/DIGITAL CONTACT:**

Barbara Campbell  
barbara.campbell@arusd.org  
(408) 928-6800

**CONTACT:**

Barbara Campbell  
barbara.campbell@arusd.org  
(408) 928-6800

**SALES REP INFORMATION:**

Matt Vickers  
matt.vickers@mheducation.com  
408 763 7070

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Spanish IMPACT Social Studies 6-8- ** MANUAL QUOTE-- the taxes, shipping and pricing may vary	\$0.00	\$0.00	\$0.00
CA IMPACTO Grade 6 Spanish, World History and Geography, Ancient Civilizations	\$12,047.76	(\$620.76)	\$11,427.00
CA IMPACTO Grade 7 Spanish, World History and Geography, Medieval and Early Modern Times	\$11,534.76	(\$620.76)	\$10,914.00
CA IMPACTO Grade 8 Spanish, United States History and Geography, Growth and Conflict	\$11,535.36	(\$620.76)	\$10,914.60
<b>PRODUCT TOTAL*</b>	<b>\$35,117.88</b>	<b>(\$1,862.28)</b>	<b>\$33,255.60</b>
<b>ESTIMATED S&amp;H**</b>			<b>\$0.00</b>
<b>ESTIMATED TAX**</b>			<b>\$2,993.00</b>
<b>GRAND TOTAL*</b>			<b>\$36,248.60</b>

\* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

**Comments:**

this quote is a manual quote, the taxes, shipping and pricing may vary

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw-Hill Education | PO Box 182605 | Columbus, OH 43218-2605  
Email: orders\_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 03/13/2018  
QUOTE NUMBER: SRICH-03132018-002

ACCOUNT NAME: Alum Rock Union Sch Dist  
ACCOUNT #: 243366

EXPIRATION DATE: 04/27/2018  
PAGE #: 1



 Because learning changes everything.™

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Spanish IMPACT Social Studies 6-8- ** MANUAL QUOTE-- the taxes, shipping and pricing may vary					
<i>Teacher Resources</i>					

Teacher Resources Subtotal:	\$0.00	\$0.00
Spanish IMPACT Social Studies 6-8- ** MANUAL QUOTE-- the taxes, shipping and pricing may vary Subtotal:	\$0.00	\$0.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

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QUOTE DATE: 03/13/2018  
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ACCOUNT NAME: Alum Rock Union Sch Dist  
ACCOUNT #: 243366

EXPIRATION DATE: 04/27/2018  
PAGE #: 2



Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
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### CA IMPACTO Grade 6 Spanish, World History and Geography, Ancient Civilizations

#### Student Resources

CA IMPACTO GRADE 6 SPANISH WORLD HISTORY & GEOGRAPHY, ANCIENT CIVILIZATIONS PREMIUM STUDENT BUNDLE W/ WEEKLY EXPLORER MAGAZINE, 8-YEAR SUBSC	978-0-07-686882-7	60	\$190.45	\$0.00	\$11,427.00
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Includes Student Edition, Inquiry Journal (delivered yearly), Online Student Center, SyncBlasts Student Account, & Integration Services

Student Resources Subtotal: \$0.00 \$11,427.00

#### Teacher Resources

IMPACT CALIFORNIA G6 SPANISH TEACHER ED WORLD HISTORY & GEOGRAPHY ANCIENT TIMES	978-0-07-906363-2	1	\$154.08	\$154.08	*Free Materials
IMPACTO CALIFORNIA G6 SPANISH ONLINE TEACHER ED 8 YR SUBSC WRLD HIST & GEOG ANCIENT TIMES	TBD	1	\$381.00	\$381.00	*Free Materials
IMPACT CALIFORNIA G6 SPANISH CHPTR TSTS&LESSON QUIZ WRLD HIST&GEOG ANCIENT TIMES	978-0-07-906361-8	1	\$25.68	\$25.68	*Free Materials
IMPACTO CALIFORNIA G6 SYNCBLASTS TEACHER ED 8 YR SUBSC WRLD HIST & GEOG ANCIENT TIMES	TBD	1	\$60.00	\$60.00	*Free Materials

Pricing and availability subject to change. Contact your sales representative for current information.

Teacher Resources Subtotal: \$620.76 \$0.00

CA IMPACTO Grade 6 Spanish, World History and Geography, Ancient Civilizations Subtotal: \$620.76 \$11,427.00

### CA IMPACTO Grade 7 Spanish, World History and Geography, Medieval and Early Modern Times

#### Student Resources

CA IMPACTO GRADE 7 SPANISH WORLD HISTORY & GEOGRAPHY, MEDIEVAL & EARLY MODERN TIMES PREMIUM STUDENT BUNDLE, 8-YEAR SUBSC	978-0-07-684977-2	60	\$181.90	\$0.00	\$10,914.00
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Includes Student Edition, Inquiry Journal (delivered yearly), Online Student Center, SyncBlasts Student Account, & Integration Services

Student Resources Subtotal: \$0.00 \$10,914.00

#### Teacher Resources

IMPACT CALIFORNIA G7 SPANISH TE WRLD HIST & GEOG MEDIEVAL ERLY MODERN TIMES	978-0-07-906348-9	1	\$154.08	\$154.08	*Free Materials
IMPACTO CALIFORNIA G7 SPANISH ONLINE TE 8 YR SUB WRLD HIST&GEOG MEDIEVAL ERLY MODRN TIMES	TBD	1	\$381.00	\$381.00	*Free Materials
IMPACT CALIFORNIA G7 SPNSHCHPTRTSTS&LESNQUIZWRLDHIST&GEOG MEDEVAL ERLY MODERN TIME	978-0-07-906362-5	1	\$25.68	\$25.68	*Free Materials
IMPACTO CALIFORNIA G7 SYNCBLASTS TE 8 YR SUB WRLD HIST&GEOG MEDIEVAL ERLY MODRN TIMES	TBD	1	\$60.00	\$60.00	*Free Materials

Pricing and availability subject to change. Contact your sales representative for current information.

Teacher Resources Subtotal: \$620.76 \$0.00

CA IMPACTO Grade 7 Spanish, World History and Geography, Medieval and Early Modern Times Subtotal: \$620.76 \$10,914.00

### CA IMPACTO Grade 8 Spanish, United States History and Geography, Growth and Conflict

#### Student Resources

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw-Hill Education | PO Box 182605 | Columbus, OH 43218-2605  
Email: orders\_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 03/13/2018

ACCOUNT NAME: Alum Rock Union Sch Dist

EXPIRATION DATE: 04/27/2018



QUOTE NUMBER: SRICH-03132018-002

ACCOUNT #: 243366

PAGE #: 3



Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
CA IMPACTO GRADE 8 SPANISH UNITED STATES HISTORY & GEOGRAPHY, GROWTH & CONFLICT PREMIUM STUDENT BUNDLE, 8-YEAR SUBSC	978-0-07-685001-3	60	\$181.91	\$0.00	\$10,914.60

Includes Student Edition, Inquiry Journal (delivered yearly), Online Student Center, SyncBlasts Student Account, &amp; Integration Services

Student Resources Subtotal: \$0.00 \$10,914.60

Teacher Resources					
IMPACT CALIFORNIA G8 SPANISH TEACHER ED US HIST & GEOG GROWTH & CONFLICT	978-0-07-906346-5	1	\$154.08	\$154.08	*Free Materials
IMPACTO CALIFORNIA G8 SPANISH ONLINE TEACHER ED 8 YR SUB US HIST GEOG GROWTH & CONFLICT	TBD	1	\$381.00	\$381.00	*Free Materials
IMPACT CALIFORNIA G8 SPNSH CHPTR TSTS & LESN QUIZ US HIST & GEOG GROWTH&CONFLICT	978-0-07-906347-2	1	\$25.68	\$25.68	*Free Materials
IMPACT CALIFORNIA G8 SYNCBLASTS TE 8 YR SUB WRLD HIST&GEOG MEDIEVAL ERLY MODRN TIMES	TBD	1	\$60.00	\$60.00	*Free Materials

Pricing and availability subject to change. Contact your sales representative for current information.

Teacher Resources Subtotal: \$620.76 \$0.00

CA IMPACTO Grade 8 Spanish, United States History and Geography, Growth and Conflict Subtotal: \$620.76 \$10,914.60

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

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QUOTE DATE: 03/13/2018

ACCOUNT NAME: Alum Rock Union Sch Dist

EXPIRATION DATE: 04/27/2018

QUOTE NUMBER: SRICH-03132018-002

ACCOUNT #: 243366

PAGE #:

4

**QUOTE PREPARED FOR:**

Alum Rock Union Sch Dist  
DISTRICT WAREHOUSE  
SAN JOSE, CA 95127  
ACCOUNT NUMBER: 243366

**CONTACT:**

Barbara Campbell  
barbara.campbell@arUSD.org  
(408) 928-6800

VALUE OF ALL MATERIALS	\$35,117.88
FREE MATERIALS	(\$1,862.28)
PRODUCT TOTAL*	\$33,255.60
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$2,993.00
GRAND TOTAL	\$36,248.60

**SUBSCRIPTION/DIGITAL CONTACT:**

Barbara Campbell  
barbara.campbell@arUSD.org  
(408) 928-6800

**Comments:**

this quote is a manual quote, the taxes, shipping and pricing may vary

\* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

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**School Purchase Order Number:**

Name of School Official (Please Print)

Signature of School Official

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Email: [orders\\_mhe@mheducation.com](mailto:orders_mhe@mheducation.com) | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 03/13/2018

ACCOUNT NAME: Alum Rock Union Sch Dist

EXPIRATION DATE: 04/27/2018

QUOTE NUMBER: SRICH-03132018-002

ACCOUNT #: 243366

PAGE #:

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

10.03

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: **May 1, 2018**

**Subject:** CCSS History Social-Science Textbooks Adoption –Middle School

**Staff Analysis:** Staff recommends the adoption of TCI Brings Learning Alive for grade 6-8 in all of our Middle Schools (with the exception of Adelante Dual Language Academy). The materials conform to all state requirements for standards –aligned materials. The proposed adoption materials are aligned to the History Social –Science framework and Common Core State Standards. Materials have been reviewed by teaching and administrative staff. Adoption is necessary to comply with Williams Settlement requirements. Teacher Professional Development is built in to the contract.

TCI Brings Learning Alive! - Middle Schools  
\$495,180.00 (Funding: Parcel Tax)

**Recommendation:** Staff recommends approval of this adoption

Submitted by: Barbara Campbell *BC*

Title: Director, Academic Services

Approved by: Rene Sanchez *RS*

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

**Recommend Approval**

*10.03*  
Agenda Placement

*Hilmar*  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

**History Social Science Pilot –Middle School  
2017-2018  
(adoption for 2018-2026)**

In the spring 2017 pilot teachers along with Academic Services had presentations by various State Board Adopted HSS textbooks that can be adopted by districts. Two programs were selected for review and pilot as a district- TCI Bringing Learning Alive!-History Alive and McGraw Hill- Impact/Impacto.

In August the pilot teachers received professional development on TCI and their materials. From August through December middle school teachers piloted TCI. They received one additional PD along the way to support the usage of TCI. Some in-class model lessons were also provided.

In December the teachers had their second Professional Development for the implementation of Impact/Impacto. Materials were delivered and teachers implemented Impact/Impacto from January – April. One additional professional development opportunity was provided.

In April the pilot teachers came together to review both pilot programs. Pluses and Deltas were shared. Each teacher individually rated the two programs , using a sliding scale. Then each teacher voted on their top choice.

Students that were involved in the pilot were also given a survey for their input.

Adelante teachers felt that IMPACTO better supported the needs of the Dual Language Academy program. They felt that Impacto had more resources in Spanish which is the language that they use for instruction of HSS.

Results of surveys and rating:

**Teacher**

	TCI	IMPACT
Scale score summary (combination of 4/5)	121	105
Teacher survey	71.4%	28.6%

**Student survey –**

	TCI	IMPACT
Best motivates you to learn	77.6%	22.2%
Opportunities to interact with learning	78.7%	21.3%
Which do you feel is best	73.1%	26.9%



Created Date 5/7/2018  
Quote Number 00020193

Expiration Date 7/2/2018

Account Name ALUM ROCK ELEM SCHOOL DISTRICT  
Contact Name Barbara Campbell  
Email barbara.campbell@arUSD.org  
Phone (408) 928-7606  
Ship To 277 Mahoney Drive  
SAN JOSE, CA 95148  
UNITED STATES

Prepared By Candice Thomassen  
Email cthomassen@teachtci.com  
Company Address PO Box 1327  
Rancho Cordova, CA 95741

#### Quote Line Items

Product Code	Product	Gratis	List Price	Qty	Ext. Total	Delivery
216-0	HA! Ancient World: Placards	✓	\$75.00	26	\$0.00	Ship
CA-2153-8	HA! Ancient World: Student Materials (8 Yrs)		\$131.00	1,200	\$157,200.00	Ship
235-1	HA! Medieval World & Beyond: Interactive Student Notebook	✓	\$7.00	1,200	\$0.00	Ship
233-7	HA! Medieval World & Beyond: Placards	✓	\$75.00	26	\$0.00	Ship
CA-2320-8	HA! Medieval World & Beyond: Student Materials (8 Yrs)		\$131.00	1,200	\$157,200.00	Ship
218-4	HA! The Ancient World: Interactive Student Notebook	✓	\$7.00	1,200	\$0.00	Ship
2146-08	HA! The Ancient World: Teacher Subscription (8 Yrs)	✓	\$1,088.00	26	\$0.00	Ship
2313-08	HA! The Medieval World & Beyond: Teacher Subscription (8 Yrs)	✓	\$1,088.00	26	\$0.00	Ship
2689-08	HA! The US Through Industrialism: Teacher Subscription (8 Yrs)	✓	\$1,088.00	26	\$0.00	Ship
272-6	HA! US Through Industrialism: Interactive Student Notebook	✓	\$7.00	1,200	\$0.00	Ship
270-2	HA! US Through Industrialism: Placards	✓	\$75.00	26	\$0.00	Ship
CA-2696-8	HA! US Through Industrialism: Student Materials (8 Yrs)		\$131.00	1,200	\$157,200.00	Ship

#### Totals

Shipping Rate (%) 5	Shipping	\$23,580.00
	Grand Total	\$495,180.00

#### Gratis Items

Gratis Total \$115,914.00

Gratis items are offered upon purchase of all items listed above. Standard professional development is included at no additional charge.

#### Notes

#### SHIPPING

- Shipping and Handling fees do not apply to teacher and student subscriptions.

#### FULFILLMENT OF ORDERS:

- All subscription purchases will be sent to the email address above unless otherwise noted.





- TCI's Subscription and Business Terms apply to all orders. View details at: <http://www.teachtc.com/subscription-and-business-terms.html>.

CONDITIONS OF OFFER:

- To insure you receive the pricing quoted here, please include a copy of this proposal with your order at the time of purchase. Adjustments will not be made after order has been fulfilled.
- Please apply sales tax if applicable.

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

11.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES**


Board of Trustees:

Date: May 30, 2018

Subject: **Fiscal Expert**

Staff Analysis: Dr. Donald Zimring, Fiscal Expert and Dr. William Gillaspie, Fiscal Advisor, in conjunction with Assistant Superintendent, Kolvira Chheng, will provide a Fiscal Expert update to the Board.

**\*\*INFORMATION/DISCUSSION\*\***

Approved by: Kolvira Chheng 

Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

**INFORMATION/DISCUSSION**

11.01  
Agenda Placement

  
Hilaria Bauer, Ph.D. Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

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

Office of Superintendent of Schools

11.02

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: May 30, 2018

**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: June 14, 2018  
Regular Board Meeting

**INFORMATION / DISCUSSION**

11.02  
Agenda Placement

Hilana 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**

To the Board of Trustees:

Date: June 4, 2018

**Subject:**                **Facilities Assessment Report**

**Staff Analysis:**      Presentation of the facilities assessment report.

**\*\*INFORMATION/PRESENTATION\*\***

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

To the Board of Trustees:

Meeting:      June 14, 2018  
                    Regular Board Meeting

**INFORMATION/PRESENTATION**

11.03  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

11.04

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: May 31, 2018

**Subject: Resolution No. 47-17/18  
Parcel Tax Exemptions**

**Staff Analysis:** In November 2014, voters approved an extension of the District's Measure O Parcel Taxes for an additional seven (7) years. Pursuant to Government Code Section 50079(b)(1), such Parcel Taxes may provide for an exemption therefrom for certain classes of taxpayers. Attached Resolution No. 47-17/18 hereby authorizes any persons who are the owners of a Parcel used solely for owner-occupied, single-family residential purposes, and either (a) 65 years of age or older on or before June 30 of the fiscal year immediately preceding the fiscal year in which the tax should apply, or (b) receiving Supplemental Security Income for a disability regardless of age, or (c) receiving Social Security Disability Insurance benefits, regardless of age, whose yearly income does not exceed 250 percent of the 2012 federal poverty guidelines issued by the United States Department of Health and Human Services, may obtain an exemption from the Parcel Tax, by submitting to the District an application of such owners or persons, prior to June 15 of any year.

**Recommendation:** Staff recommends the Board of Trustees approve Resolution No. 47-17/18 to provide exemptions as stated above.

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

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

**Recommend Approval**

11.04  
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

**Resolution No. 47-17/18**

**RESOLUTION OF THE GOVERNING BOARD OF THE ALUM  
ROCK UNION SCHOOL DISTRICT APPROVING EXEMPTIONS  
FROM MEASURE O PARCEL TAX**

**WHEREAS**, a duly called election was held in the Alum Rock Union Elementary School District (the "District"), Santa Clara County (the "County"), State of California, on November 4, 2014 (the "Election") and thereafter canvassed pursuant to law, at which the following proposition ("Measure O") was submitted to the qualified electors of the District:

Without increasing current tax rates, and to protect schools from budget cuts, to continue improving local elementary schools by protecting reading, writing, math, science and arts programs, keeping libraries open, retaining qualified teachers and counselors, extending student support, shall Alum Rock Union Elementary School District renew its expiring \$176.42, as adjusted, parcel tax for seven years, no funds for administrators' salaries, independent citizen oversight, all funds benefitting local schools and no funds available to be taken by the State;

**WHEREAS**, at the Election, Measure O received the affirmative vote of the requisite two thirds or more of the voters of the District voting on the proposition, as certified by the Registrar of Voters of the County in the official canvassing of votes;

**WHEREAS**, pursuant to the Measure O, the District is authorized to impose qualified special taxes (the "Parcel Tax") within the District pursuant to Government Code Section 50079(a);

**WHEREAS**, pursuant to Government Code Section 50079(b)(1), such Parcel Taxes may provide for an exemption therefrom for certain classes of taxpayers;

**WHEREAS**, the Governing Board of the District desires to authorize exemptions to the Measure O Parcel Tax pursuant to the provisions hereof;

**NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BOARD OF THE ALUM ROCK UNION SCHOOL DISTRICT AS FOLLOWS:**

**Section 1.** This Board finds and determines that the foregoing recitals are true and correct.

**Section 2.** As used herein, the word "Parcel" shall have the meaning assigned thereto in Measure O.

**Section 3.** This Board hereby authorizes any persons who are the owners of a Parcel used solely for owner-occupied, single-family residential purposes, and either (a) 65 years of age or older on or before June 30 of the fiscal year immediately preceding the fiscal year in which the tax should apply, or (b) receiving Supplemental Security Income for a disability regardless of age, or (c) receiving Social Security Disability Insurance benefits, regardless of age, whose yearly income does not exceed 250 percent of the 2012



federal poverty guidelines issued by the United States Department of Health and Human Services, may obtain an exemption from the Parcel Tax, by submitting to the District an application of such owners or persons, prior to June 15 of any year.

The District may establish administrative procedures to periodically verify the continued qualification of any previously granted exemption.

**Section 4.** The officers of the District are, and each of them acting alone is, hereby directed to take such other actions and to execute such other documents as are necessary to carry out the purposes of this Resolution.

**Section 5.** This Resolution shall take effect immediately upon its passage.

[REMAINDER OF PAGE LEFT BLANK]

The foregoing Resolution was adopted by the Governing Board of the Alum Rock Union School District at a regular meeting held on \_\_\_\_\_, 2018 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
/s/  
President, Governing Board  
Alum Rock Union School District

ATTEST:

\_\_\_\_\_  
/s/  
Clerk, Governing Board  
Alum Rock Union School District

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

11.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees:

Date: May 26, 2018

**Subject:** **Special Education Student Bus Transportation Services**  
**RFP No. B1718 – MT001**

**Staff Analysis:** The District issued the above listed RFP on April 7, 2018 for transportation services of special needs students; the bid opening was held on May 8, 2018. The District received one proposal, which was from Durham School Services. Durham School Services has been a reliable partner with the District since 2014 when they won the last bid award. They have been consistent in providing safe, on time, and efficient transportation services for the District.

Durham School Services is offering the following rates for the transportation of special needs students:

Ambulatory routes: \$391.11

Wheelchair routes: \$410.67

**Recommendation:** Staff recommends the Board of Trustees award RFP No. B1718 – MT001 to Durham School Services and allow the District to enter into a three (3) year contract in the amount of \$782,000.00 per year for the transportation of special needs students.

Submitted by: \_\_\_\_\_

Title: Director Maintenance, Operations & Transportation

Daniel Flores

Approved by: Kol S

Kolvira Chheng

Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: June 14, 2018

Regular Board Meeting

Recommended Approval

11.05

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

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

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



Durham School Services is pleased to submit the enclosed response to the Alum Rock Union Elementary School District's special education student bus transportation services request for proposal B1718-MT001.

**Continue to experience *The Durham Difference*® as you have the past three years! Great service, experience, our people and employee compensation that works!**

Durham School Services has a strong record of success and decades of experience in student transportation. We are confident we can continue providing exceptional service to your district. We will remain continually focused on delivering our service promise: **Getting students to school safely, on time and ready to learn**®. Our mission is to deliver service excellence to earn the partnership, loyalty and trust of our customers and employees.



Being responsive and solution-oriented, serving as a trusted partner, and giving our customers peace of mind that their students are safe with us is vital to our success.

## Proposed School District Benefits

Our proposal includes the following benefits for Alum Rock Union Elementary School District:

- 🚌 General Manager Frank Phillips and his local senior team, along with our regional and corporate staffs will continue to enhance and improve our current partnership.
- 🚌 Minimized risk of disruption to service due to changing contractor.
- 🚌 Durham has included DriveCam® cameras on each bus.
- 🚌 Zonar EVIR/GPS system in all buses.
- 🚌 Our employees are eligible to participate in a 401(k) retirement plan with a company match up to 4%. By providing a company match this encourages our employees to be a part of the team for many years to come. Tenured drivers are safer.
- 🚌 Our total compensation plan will help reduce turnover. This ensures you of continued quality service because Durham drivers will be more experienced and more familiar with your students and their routes.

## The Durham Difference® is: EXCEPTIONAL CUSTOMER SERVICE

Honesty, accountability, and transparency are how we approach all matters. We will continue to work with the Alum Rock Union Elementary School District to uncover problems and issues for resolution and constantly communicate with you during all steps of the way. We are a company that is willing to work with you so that together we shall continue to exceed the student transportation expectations of your school district. At Durham, we believe the customer is the heart of our business. We understand your district's need to continue to have affordable yet dependable student transportation services.



We believe our  
customers are the  
heart of our  
business.

## SAFETY IS ALWAYS OUR FIRST PRIORITY

The safety of each student and employee is our first commitment and Durham School Services knows there is no substitute. We constantly strive to find the safest way to operate, not the most expedient or least expensive.

The best trained drivers in the business work for Durham. Buses are built with safety in mind, but it is the drivers who make the buses safe. We are committed to continually developing innovative training strategies and programs designed to keep the safest drivers operating our buses. We understand the importance of what we do, and we work tirelessly to ensure safety is our first priority.

## HIGH CALIBER LOCAL LEADERSHIP

**The Durham Difference®**—Our vision is to deliver service excellence to earn the trust and loyalty of our clients, customers and employees. Durham empowers local management to make decisions that positively impacts the customer service and satisfaction with both the school district and the community.



# Special Needs Transportation Services

School transportation is unique to each special needs student and our company has a long history of providing special needs transportation services. We have maintained our passion for serving the special needs community as we have grown our business for the past century. Today, we provide special needs transportation services from nearly 200 locations throughout the United States and are responsible for getting more than 100,000 special needs students to and from school.



With 100 years' experience, our organization operates nearly 200 special needs locations, transporting more than 100,000 special needs students.



## Partners in Special Education

Because of the nature of special needs transportation, open communications and a cooperative approach between parents, students, teachers, drivers, special education supervisors, transportation supervisors and monitors help to ensure that safe, reliable and efficient services are provided. Once an Individual Education Plan (IEP) team has determined that a student with special needs will require transportation, routing becomes an important part of the student's success equation. Our aim is to support each special needs student's educational goals and to make each trip to and from school as safe and pleasant as possible. As expert providers in special needs transportation, our employees can help make sure that the education locations, equipment and vehicle needs, personnel needs, pick up points, drop off points and time on board, will all be taken into proper consideration.









## Customized Service Offerings

We understand that your district's special needs transportation requirements are unique to each of your student's needs and that requirements can change. The breadth and depth of our operations combined with our decades of experience demonstrates we are well prepared to adapt to your district's needs.



From making changes in routes to customized training to procuring new equipment, we have the expertise to provide what your district needs.

Here are some of the benefits your district will realize when partnering with us:







-  Customized training based on student needs
-  Participation in district-provided training
-  Driver assignment based on student needs
-  Ongoing communications with district personnel
-  Transportation expertise at IEP meetings
-  Introductory meetings with parents and students prior to school start
-  Routing optimization
-  Shared routing, when applicable

## Safety

Safety is a top priority for all employees. Our proven safety program encompasses all aspects of transportation, including operations, training, maintenance and administration, while remaining centered on people—students, employees and the public. Our combined safety and training programs are the tools and resources we use to provide continual safe and efficient operations. We've combined this foundation with our expertise and experience working with special needs students to our special needs operations, which involve many additional safety considerations.



Our comprehensive safety program includes:

-  Thorough employee background screening
-  Annual driver evaluations and record checks
-  Continuous school bus safety training
-  Daily bus safety inspections
-  Child check policy
-  Proactive bus maintenance program

# Special Needs Transportation Services

## People

We hire people with the integrity, patience and sensitivity necessary to be a positive influence in the lives of students with special needs. Our special needs routes are operated by our most experienced drivers. Many of our special needs drivers have been operating the same routes for years, providing continuity that is important to special needs students. The experience and desire to work with special needs students extends to management.

## OUR SPECIAL NEEDS DRIVERS

Drivers of special needs students are faced with a unique set of responsibilities in providing safe and timely transportation of their students. The driver's primary job is to safely operate the bus in order to get the students to and from school safely. Having patience along with strong communication skills, critical thinking and problem solving are all qualities a special needs driver needs to possess.



It takes a special person to work with special needs students; our drivers love what they do.

## Verbal Communications

Drivers are responsible for communicating with each student based on that student's particular needs. For example, children on the autism spectrum need to be spoken to slowly, and repetition and consistency are important. Visual and hearing impaired children may be communicated with by touch. The communication needs of children with multiple disabilities or traumatic brain injury are specific to each child. In other words, the driver needs to know and understand each student individually and to be sure to treat each one with respect and sensitivity. Communication with parents, dispatch, school personnel and other students are also part of the driver's role.

## WRITTEN COMMUNICATIONS

Strong writing and observational skills are also important for the special needs driver. Should an issue arise with a special needs child, the driver needs to be able to thoroughly document it to help assess progress against the particular student's goals or to determine if corrective action is justified. Because treatment of special needs students is highly regulated, it is critical to be able to demonstrate that each student has been treated in accordance with the law.



## PROBLEM SOLVING/CRITICAL THINKING

For both special needs and mainstream bus routes, drivers need to be able to manage a diverse population of students with varying needs, being vigilant for any issues. Drivers are continually faced with making judgment calls based on many factors, especially in emergency situations. The ability to think critically and act quickly while maintaining safety is a must. Special needs drivers are responsible for creating emergency evacuation plans for the students on their routes, taking into account the needs of each child in getting him/her off the bus and keeping the child safe after evacuation.

## TRAINING

Transporting students with special needs requires unique skillsets. To that end, we offer an extensive, state-of-the-art industry special needs training program to our bus drivers and monitors. Before beginning special needs training, our drivers complete our basic training, a minimum of 40 hours of classroom and behind-the-wheel activities.

### Introductory Special Needs Training

Our training covers the logistics of student transportation and also focuses on behavior management and reasons behind the behavior. In the classroom portion of our special needs curriculum, drivers and monitors learn about all aspects of special needs transportation, including: types of special needs; lifts and mobility devices; securement; balancing needs; emergency evacuations; transportation challenges; and laws protecting special needs students.

Hands-on training is a critical part of our training program. It includes: ambulatory loading, securement and unloading; securing student equipment; wheelchair loading and emergency evacuation. In one activity, each trainee sits in a wheelchair while it is loaded on the lift and is then transported. Exercises like this help drivers to put themselves in the place of the students they serve, experiencing the world from the perspective of a child with special needs.

### Training on Individual Disabilities and Assistive Devices

We view transportation as an important part of each special needs student's educational program; learning about each student's particular needs helps us to provide service at the highest levels possible. We customize additional training according to each school district's unique protocols, which can range from working





## Special Needs Transportation Services

with parents, school personnel, nurses/medical professionals, equipment vendors, to participating in IEP meetings. Additional classes on working with visually impaired, deaf, autistic and wheelchair-bound students are available as required by student needs.

### Ongoing Training

Our drivers and monitors receive ongoing training during monthly safety meetings held during the school year and as needed, e.g., if a new special needs student is added to a route.





### STUDENT BEHAVIOR MANAGEMENT

One of the most important aspects of our training program is student behavior management. For the safety of all passengers and any interaction we may have with the public, our drivers are trained to deal with problematic behavior that may put others at harm.

Please refer to tab **Hiring, Training and Retention** for further details on our driver training programs and initiatives.

### TRANSPORTATION EFFICIENCIES

We understand that federal and state funding has not kept pace with escalating special education expenditures, placing the financial burden on districts. We partner with your district to help you manage overall transportation costs. As private contractors, we must remain vigilant to identify efficiencies and pass along the benefits in order to keep costs down and ensure value for every dollar.

-  National purchasing power for buses, parts and maintenance
-  Flexibility in managing changing equipment needs
-  Competitive pricing, wages and benefits
-  Added transparency through use of technology

### COMMUNITY COMMITMENT

We have a strong history of supporting Special Olympics. In 1996, we adopted Special Olympics as our number one charitable cause. As a provider of special needs transportation for the past century, we have seen first-hand the positive impact Special Olympics makes on children with special needs and we have been honored to support this outstanding organization for 20 years. In addition to making financial contributions, many of our employees volunteer during the games to judge, pass out medals and shuttle athletes.



**Special Olympics**

(Page 35 of original RFP)

## REQUEST FOR PROPOSAL NO. B1718-MT001

### ATTACHMENT – D

### COST WORKSHEET

It is the intent of DISTRICT to pay for home-to-school transportation services under this contract on a per-student basis, and for additional services on an hourly basis.

Applicants should complete the following sections. The cost proposed below shall remain valid through July 1, 2021.

PROPOSED COST \$ 410.67 \* PER ROUTE for: \*Type II wheelchair lift buses

PROPOSED EXCESS RATE PER QUARTER ¼ HOUR \$ 13.25

#### Type I Equipment:

- A. Conventional buses must have a minimum capacity of 25 or more passengers as certified by the California Highway Patrol. The DISTRICT does not have a preferred standard.
- B. Wheelchair buses must have a capacity of six (6) or more wheelchairs and two (2) or more ambulatory passengers as certified by the California Highway Patrol. Roofs must be hi-top or extended. Ramps must have a safety catch, which will prevent wheelchair roll off when the lift is raised. Lifts must be flat or tilted up when the bus is in a level position. In no case should the lift tilt downward, when the bus is in a level position. The lift must be operable by the driver from inside or outside the bus, or if the driver is riding on the lift.

---

This wheelchair equipment must be able to physically maneuver down narrow streets and alleys located within the DISTRICT, in order to provide required service to disabled and other pupils as needed. Equipment which is too large for this purpose may be rejected by the DISTRICT.

PROPOSED COST \$ 391.11 PER ROUTE for:

PROPOSED EXCESS RATE PER QUARTER ¼ HOUR \$ 13.25

#### Type II Equipment:

This equipment must be able to physically maneuver down narrow streets and alleys located within the DISTRICT, in order to provide required service to disabled and other pupils as needed. Equipment which is too large for this purpose may be rejected by the DISTRICT.

Ambulatory buses must have a capacity of 20 or more passengers (may include driver) as certified by the California Highway Patrol. Roofs must be hi-top or extended. The DISTRICT does not have a preferred standard.



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

12.01

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: June 14, 2018  
Regular Board Meeting

12.01  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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



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

**June 14, 2018**

**CLASSIFIED RESIGNATIONS:**

**I. Resignations:**

- |                        |                                   |          |
|------------------------|-----------------------------------|----------|
| 1. Bautista, Lourdes   | Child Nutrition Assistant I/Ocala | 05/14/18 |
| 2. Rivas, Lydia Zamora | Campus Paraeducator/Adelante I    | 05/16/18 |

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

**June 14, 2018**

**CERTIFICATED RESIGNATIONS:**

**I. Resignations:**

1. Arnal-Castro, Monique	K/Russo/McEntee Academy	06/30/2018
2. Carrell, Lisa	Core/Ocala Middle School	06/14/2018
3. Moore, Lindsey	Behavior Specialist/Special Educ. Dept.	06/14/2018
4. Pugel, Perry	2/Meyer Elementary	06/30/2018

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

12.02

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: Approve Resolution No. 40-17/18 - Recognition of Classified Retirees

Staff Analysis:

Alum Rock Union Elementary School District hereby recognizes and wishes to honor the 2018 Classified Retirees.

Recommendation:

Staff recommends approval of Resolution # 40-17/18.

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

To the Board of Trustees:

**Recommend Approval**

Meeting:

June 14, 2018

Regular Board Meeting

12.02  
Agenda Placement

Hilaria Bauer  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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



**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
BOARD OF TRUSTEES**

**RESOLUTION No. 40-17/18**

**RECOGNITION of 2018 CLASSIFIED RETIREES**

**WHEREAS**, your dedicated commitment in exemplifying and modeling the highest of standards and practices in insuring a safe and clean environment for the children enrolled in our schools; and

**WHEREAS**, your daily commitment and passion for the care and nurturing of the well-being of every child you have interacted with through the years; and

**WHEREAS**, your engaging and inspiring presence at our schools and grounds insuring the very best learning environment; and

**WHEREAS**, your many hours of dedication are recognized in; providing valuable services to the schools and students, maintaining our school grounds and classrooms, your commitment in assuring warm and nourishing meals are provided to our students each day and transporting our children to and from school safely each day.

**NOW, THEREFORE, BE IT RESOLVED**, that the Alum Rock Union Elementary School District hereby recognizes the retirement of the following 2018 classified retirees and wishes all the happiness in a well-deserved respite in the years ahead:

Teresa	Lopez	Administrative Assistant
Maria	Madrigal	Head Custodian II
Rosa	Moran	Child Nutrition Assistant I
Mary	Martinez	Satellite Supervisor
Amparo	Moya	Child Nutrition Assistant II
Dora	Pacheco	Satellite Supervisor
Beth	Emmett	Health Assistant
Dilia	Santos	Paraeducator Special Education II

**PASSED AND ADOPTED** this 14<sup>th</sup> day of June 2018, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

---

Ayes \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

Abstain \_\_\_\_\_

Board of Trustees:

Esau Ruiz Herrera, President

\_\_\_\_\_

Karen Martinez, Vice President

\_\_\_\_\_

Dolores Marquez-Frausto, Clerk

\_\_\_\_\_

Khanh Tran, Member

\_\_\_\_\_

Andrés Quintero, Member

\_\_\_\_\_

**I HEREBY CERTIFY** that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on June 14, 2017.

\_\_\_\_\_  
Hilaria Bauer, Ph.D., Superintendent

\_\_\_\_\_  
Date

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

12.03

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: Approve Resolution No. 41-17/18 - Recognition of Certificated Retirees

Staff Analysis:

Alum Rock Union Elementary School District hereby recognizes and wishes to honor the 2018 Certificated Retirees.

Recommendation:

Staff recommends approval of Resolution # 41-17/18.

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

To the Board of Trustees:  
**Recommend Approval**

Meeting: June 14, 2018  
Regular Board Meeting

12.03  
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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



**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
BOARD OF TRUSTEES**

**RESOLUTION No. 41-17/18**

**RECOGNITION of 2018 CERTIFICATED RETIREES**

**WHEREAS**, your dedicated daily commitment in exemplifying and modeling the highest of academic standards and instructional practices to the children that have been so very fortunate to have you as their teacher; and

**WHEREAS**, your daily commitment and passion for the care, nurturing, and well-being of very child you have interacted with through the years; and

**WHEREAS**, your engaging and inspiring presence and impact that motivated a countless number of Alum Rock children; and

**WHEREAS**, your many hours of dedication are recognized in; preparing lesson plans, meeting with parents, correcting student essays and homework, attendance at a countless number of faculty meetings, coordinating both parent and student school and classroom activities and fundraisers, nursing and tending to the many endless array of playground scrapes and scratches, the sharing of your wisdom and counseling skills to a host of students and yet and at all times maintaining your cheerful smile, your sense of humor and caring disposition; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Alum Rock Union Elementary School District hereby recognizes the retirement of the following 2018 certificated retirees and wishes all the happiness in a well-deserved respite in the years ahead:

Barbara	Cofield	Teacher
Sharon	DeAngelo	Teacher
Kathleen	DeArana	Teacher
Frank	Manzanedo	Teacher
Debra	McCullough	Speech Therapist
Deborah	McDowell	Instructional Coach
Dennis	Monlux	Teacher

**PASSED AND ADOPTED** this 14<sup>th</sup> day of June 2018, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

---

Ayes \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

Abstain \_\_\_\_\_

Board of Trustees:

Esau Ruiz Herrera, President

\_\_\_\_\_

Karen Martinez, Vice President

\_\_\_\_\_

Dolores Marquez-Frausto, Clerk

\_\_\_\_\_

Khanh Tran, Member

\_\_\_\_\_

Andrés Quintero, Member

\_\_\_\_\_

**I HEREBY CERTIFY** that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on June 14, 2018.

\_\_\_\_\_  
Hilaria Bauer, Ph.D., Superintendent

\_\_\_\_\_  
Date

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

12.04

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: **Accept Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District; Re: 2018-2019 Reopeners**

Staff Analysis:

Staff recommends that the Board of Trustees accept Teamsters Local 150 initial proposal for 2018-2019 Reopeners as presented and direct the Superintendent and/or designee to begin negotiations.

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

To the Board of Trustees:  
**Recommend Approval**

Meeting:

June 14, 2018  
Regular Board Meeting

12.04  
Agenda Placement

H. Bauer  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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





# CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL NO. 150

7120 EAST PARKWAY – SACRAMENTO, CALIFORNIA 95823  
TELEPHONE (916) 392-7070 FAX 392-7675



AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

March 30, 2018



***Via Certified Mail 7012 3460 0000 2543 7402  
and First Class Mail***

Hilaria Bauer  
Superintendent  
**ALUM ROCK ELEMENTARY SCHOOL DISTRICT**  
2930 Gay Avenue  
San Jose, CA 95127

Dear Superintendent Bauer,

In accordance with the provisions of the collective bargaining agreement now in effect between Alum Rock Elementary School District and Teamsters Local 150, this is to advise you that on behalf of our members, it is the Union's desire to begin negotiations on wages and benefits and two other articles to be incorporated into the second year open of our current agreement of 7/1/2017 through 6/30/2020.

Representatives of the Union will be available to meet with you at a mutually convenient time and place. The specific proposals will be sent to you under separate cover to be sunshined.

Sincerely,

Alan Daurie  
Business Representative

AD/ea-IBT856

cc: Mario Contreras, Secretary-Treasurer, Local 150  
Jess Serna, Interim Assistant Superintendent Human Resources, Alum Rock USD  
(via email: [jess.serna@arUSD.org](mailto:jess.serna@arUSD.org))  
April Ramirez, (via email: [april.ramirez@arUSD.org](mailto:april.ramirez@arUSD.org))



## CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL NO. 150

7120 EAST PARKWAY - SACRAMENTO, CALIFORNIA 95823  
TELEPHONE (916) 392-7070 FAX 392-7675



AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

May 5, 2018

*Via Certified Mail 7012 3460 0000 2543 7570  
First Class Mail and Fax (408) 928-6416*

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

Dear Superintendent Hilaria Bauer,

As we advised the District earlier and as provided for under the terms of the Collective Bargaining Agreement (CBA) between Teamsters Local 150 and the Alum Rock Union Elementary School District, it is our intent to reopen for the purposes of the second-year reopener agreement to the current CBA.

Please accept the following as our proposals for the second-year reopener of the contract year July 1, 2018 - June 30, 2019.

### **Article VIII - Transfer, Promotion & Reclassification**

Range increase for all Transportation department classifications

Range increase for all Maintenance department classifications. Transfers preference shall be granted to existing internal qualified employees to open positions ahead of outside external employees.

### **Article XIV - Vacation and Holiday**

Increase longevity vacation credit cap to a maximum of nine (9) days.

Vacations will not be forced on employees when on holiday breaks if work is available (examples: custodial and maintenance work is always available and can be done more efficiently when school is not in session).

Allow employees to add 1 week of unpaid vacation to their scheduled vacation time when taken together with scheduled paid vacation.

Add additional holiday.

### **Article XVII - Bargaining Unit Member and Dependent Insurance Coverage**

Increase dollar cap to cover 100% Maintenance of current level of Benefits.

**Article XXII – Pay and Allowance**

Wages/Salaries - Fair and equitable increases in wages/salaries including wage/salary, range increases and differentials to **keep our wages competitive within the region and not less than received by other bargaining units**. If any other bargaining unit receives a greater salary schedule and/or off schedule (bonus) including anything of a monetary value, without a corresponding contract change, cost reduction or other event triggering an equivalent saving then Teamsters shall receive the same increase.

Improve professional growth language.

Range increase for all Transportation classifications.

Range increase for all Maintenance positions.

5% Stipend for all Maintenance positions until staffing levels are restored to pre-layoff levels.

Create 401k for all bargaining unit employees. Add annual contribution by the District for all employees over 15 years of service.

Please accept these to complete the sunshining process at the earliest possible dates. Please contact this office to arrange a mutually agreeable time and place to begin negotiations. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Alan Daurie

Business Representative

AD/ea-IBT856

Enclosure

cc: Mario Contreras, Secretary-Treasurer



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

12.05

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: **Adopt the District's Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150; Re: 2018-2019 Reopeners.**

Staff Analysis:

Staff recommends that the Board of Trustees adopt the District's initial proposal for 2018-2019 Reopeners as presented and direct the Superintendent and/or her designee to begin negotiations with Teamsters Local 150.

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

To the Board of Trustees:  
**Recommend Approval**

Meeting: June 14, 2018  
Regular Board Meeting

12.05  
Agenda Placement

Hilaria Bauer  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · [www.arusd.org](http://www.arusd.org)

June 6, 2018

## **Alum Rock Union School District's Initial Proposal to Teamsters Local # 150**

Pursuant to the provisions of Government Code Section 3547 (the Rodda Act) all initial proposals of the exclusive representative employee groups and the District shall be presented at a public meeting of the District and shall thereafter be public records. This is commonly referred to as "Sunshining" the proposals. On June 27, 2017, the District and Teamsters reached a three (3) year agreement (July 1, 2017 – June 30, 2020). For years two and three of this Agreement, the parties shall negotiate Article 22 "Pay and Allowance" and Article 17.1 "Bargaining Unit Member and Dependent Insurance Coverage" plus two (2) articles each on the 2<sup>nd</sup> and 3<sup>rd</sup> year of the contract. The District hereby submits its bargaining proposal for the 2018-2019 Re-opener.

Article XII      Evaluation  
Article XXI      Transportation

The District is committed to work collaboratively and in partnership with Teamsters. With respect to the articles identified above, the District's interest is to establish a collective bargaining agreement that supports student achievement, and staff success.

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Hilaria Bauer, Ph.D., Superintendent

Board of Trustees: Esau Ruiz Herrera, President · Karen Martinez, Vice-President  
Dolores Márquez-Frausto, Clerk · Khanh Tran, Member · Andrés Quintero, Member

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

13.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

Board of Trustees:

June 5, 2018

**Subject:**

**APPROVAL OF BOARD MEETING MINUTES AND/OR NOTES  
FOR THE FOLLOWING DATES:**

- April 12, 2018; Regular Board Meeting minutes
- May 10, 2018; Informal Board Meeting notes (*meeting was canceled due to a lack of Board quorum; therefore, no official District business was conducted during the scheduled meeting*)

**Recommend Approval**

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting: June 14, 2018  
Regular Board Meeting

**Recommend Approval**

13.01  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

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

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

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



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

**NOTES OF THE INFORMAL MEETING OF  
THE BOARD OF TRUSTEES  
of the Alum Rock Union School District  
Held on Thursday, May 10, 2018, 5:30 p.m. at the Alum Rock Union School  
District Office Board Room, 2930 Gay Avenue, San Jose, CA 95127  
Meeting #19-17/18**

**1. OPEN SESSION**

**1.01 Call to Order / Roll Call**

Clerk Dolores Marquez-Frausto reported that the Regular Board Meeting scheduled for this evening, May 10, 2018, had to be canceled due to the lack of a Board Quorum and that no official District Business would be conducted.

Clerk Dolores Marquez-Frausto welcomed everyone in the audience and called the Informal Meeting to order at 5:36 p.m.

Dr. William Gillaspie, Fiscal Advisor from the Santa Clara County Office of Education, asked to check and review the Board Bylaw.

Clerk Dolores Marquez-Frausto reported that she had been advised by Attorney Maribel Medina, District's Legal Counsel, that the two Board Members in attendance could not proceed with the scheduled meeting. She reported and confirmed that in order to continue with this meeting, there needed to be three board members physically present in the meeting within the district boundaries—and not by teleconference.

Attorney Maribel Medina re-emphasized that she had advised the Board Clerk that in order to continue with this meeting, there needed to be three board members physically present in the meeting within the district boundaries and there were only two members present.

**Board Members Present:**

Dolores Marquez-Frausto	Clerk
Andrés Quintero	Member

**Board Members Absent:**

Esau Ruiz Herrera	President ( <i>unforeseen family emergency</i> )
Karen Martinez	Vice-President ( <i>unforeseen family emergency</i> )

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

### **1.01 Call to Order / Roll Call**

Board Member Participating Via Teleconference:

Khanh Tran	Member
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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
Jess Serna	Interim Assistant Superintendent, Human Resources
Marie Sanchez	Sr. Executive Assistant, Superintendent's Office
Angel Rodriguez	Executive Assistant/Communications Support
Jackie Guevara	Executive Assistant, Superintendent's Office

Superintendent Hilaria Bauer stated that even though this was not a formal board meeting, she was requesting to continue with the two recognitions and the one presentation since they were already on the agenda and present and they did not require any Board action other than to be recognized.

There was consensus from the two board members and the audience to accept her request and continue with the two recognitions and one presentation.

### **1.03 ARUESD 2018 Fabulous Four: Classified Employees of the Year**

Superintendent Hilaria Bauer introduced Mr. Carlos Moran, Director of Human Resources, who introduced the 2018 Fabulous Four Classified Employees of the Year. The classified employees are as follows:

- 1) Maria Castillo, Maintenance, Operations, and Facilities, Adelante 1. Principal Nuria Bravo Sanz, spoke on her behalf.
- 2) Mayra Medina, School Administrative Assistant at Ryan School. Retired Principal Mario Sanchez shared a few words on Mayra's behalf.
- 3) Josephine Pacheco, Child Nutrition, George Middle. Principal Tara Bickford reported that Josie has been with the district for 30 years and then said a few words on her behalf.
- 4) Teresa Quiroz, Paraeducator (Special Education) at Lyndale School. Principal Paula Alli spoke on her behalf.

The 2018 Fabulous Four Classified Employees took pictures. Congratulations to the 2018 Fabulous Four Classified Employees of the Year!

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

**1.04 Music Department, Visual and Performing Arts Program**

Superintendent Hilaria Bauer introduced Mr. Noli Magsino, Coordinator, VAPA, P.E. and Sports Programs. Mr. Noli Magsino gave thanks to his special guest, Ms. Jeannine Flores, Visual and Performing Arts Coordinator, Santa Clara County Office of Education, who was in the audience. Mr. Noli Magsino, also gave special thanks to Superintendent Hilaria Bauer, the Board, and administration, for supporting the Visual and Performing Arts Program. He commented this program gives the students a well-rounded education.

**6. SPECIAL PRESENTATION AND/OR RECOGNITION**

**6.01 Innovate Public Schools Recognition**

Superintendent Hilaria Bauer reported that 3 Alum Rock schools were recognized for their students having higher proficiency rates, in ELA or Math, than all students combined in the state. The three schools are:

- 1) Renaissance Academy at Mathson, Anna Nguyen, Assistant Principal, was present to represent both Renaissance Academies
- 2) Renaissance Academy at Fischer
- 3) Adelante Dual Language Academy, Principal Nuria Bravo Sanz and Assistant Principal Maria Martinez, were present to represent Adelante Academy

**16. ADJOURNMENT**

**16.01 President Adjourns the Meeting**

Clerk Dolores Marquez-Frausto adjourned the informal meeting at 5:57 p.m.

Respectfully submitted,

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Dolores Marquez-Frausto  
Board Clerk

HB/mcs



**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, April 12, 5:30 p.m. at the Alum Rock Union School**  
**District Office Board Room, 2930 Gay Avenue, San Jose, CA 95127**  
**Meeting #18-17/18**

**1. OPEN SESSION**

**1.01 Call to Order / Roll Call**

President Esau Ruiz Herrera welcomed everyone in the audience. President Esau Ruiz Herrera called the Board Meeting to order at 5:32 p.m. followed by Roll Call.

Board Members Present:

Esau Ruiz Herrera	President
Karen Martinez	Vice-President ( <i>arrived late at 5:56 p.m.</i> )
Dolores Marquez-Frausto	Clerk
Andrés Quintero	Member ( <i>arrived late at 5:33 p.m.</i> )
Khanh Tran	Member

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, Superintendent's Office
Jackie Guevara	Executive Assistant, Superintendent's Office

Administrative Staff Absent:

Jess Serna	Interim Assistant Superintendent, Human Resources
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## 1. OPEN SESSION *(continued)*

### 1.02 Announcement and Public Comments Regarding Items to be Discussed In Closed Session

President Esau Ruiz Herrera announced the items that would be discussed in Closed Session.

Public Comments:

- 1) Ray Mueller – COC Chair, stated he wants a better understanding of our relationship with legal counsel. If legal counsel wrote a letter that was 2 months late and missed her deadline, why do we have this attorney? He clarified that he was referring to ***Agenda Items 2.01 Conference with Legal Counsel-Anticipated Litigation*** and ***2.02 Conference with Legal Counsel-Initiation of Litigation***. He stated that if the Board had waived legal attorney privileges, then he was asking for a Public Records Request for all information regarding billing between the Board and the attorney.
- 2) Alison Cingolani – COC representative, briefly spoke on ***Agenda Item 2.02 Conference with Legal Counsel-Initiation of Litigation***. She stated she was concerned about the Board's treatment of money and hoped that they would not initiate litigation during Closed Session.
- 3) Olivia (*no last name given*) – Community member that also spoke on ***Agenda Items 2.01 Conference with Legal Counsel-Anticipated Litigation*** and ***2.02 Conference with Legal Counsel-Initiation of Litigation***. She stated she was motivated to fight for the students and was proud that the community was taking action. The community continues to demand accountability and put the student's education first. She commented that she was happy that the SCCOE was listening to them and was using their powers to correct what was going on in the District. She mentioned that one member of the Board took action with the Board and they were not compliant with the Brown Act. She said that the community would be holding the Board accountable for their actions.
- 4) Ernesto Bejarano – Sheppard parent spoke on ***Agenda Items 2.01 Conference with Legal Counsel-Anticipated Litigation*** and ***2.08 Public Employee Discipline/Dismissal/Release*** and stated that he was disappointed that here the parents were again sitting in the board meeting discussing the failures each month. He reported that he attends various events at different schools and he sees the potential of success within the District. He commented that the community was tired of all this and the time for change was coming!

### 1.03 The Board will Adjourn to Closed Session at Approximately 5:30 p.m.

The Board recessed to Closed Session at 5:43 p.m. President Esau Ruiz Herrera announced that the Board would reconvene to Open Session in approximately 60 minutes.

### **3. RECONVENE TO OPEN SESSION**

#### **3.01 Call to Order / Pledge of Allegiance**

The Board reconvened to Open Session at 6:52 p.m. President Esau Ruiz Herrera welcomed everyone and took a second Roll Call in which all Board Members were present. President Esau Ruiz Herrera led the Pledge of Allegiance.

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

President Esau Ruiz Herrera reported that there was nothing to report from Closed Session at this time; however, the Board would be reconvening to Closed Session at the end of the meeting to finish its Closed Session business.

#### **3.03 Agenda Review and Adoption**

President Esau Ruiz Herrera reported the following changes:

- Delete *Agenda Item 8.03 Award of Contract Hazard Management Services* from this agenda
- Delete *Agenda Item 12.05 Approve the 2016-17 Annual Performance Audit Report for Measure J and Measure I* from this agenda
- Move *Agenda Item 12.06 Approval of Escuela Popular Proposition 39 Project* before *Agenda Item 10.01 Ratification of ARUSD's Appeal of the SCCOE's Determination to Stay and Rescind all Actions*
- Move *Agenda Item 6.01 Renaissance at Fischer and Renaissance at Mathson* before *Agenda Item 4.01 Requests to Address the Board*

Member Andrés Quintero asked to move *Agenda Item 10.01 Ratification of ARUSD's Appeal of the SCCOE Determination to Stay and Rescind all Actions* before *Agenda Item 8.01 The Board will receive a written update on the status of Bond Projects*.

Vice-President Karen Martinez asked to table *Agenda Item 10.07 The Board will have discussion on Beautiful Day* until the next board meeting.

### **6. SPECIAL PRESENTATION AND/OR RECOGNITION**

#### **6.01 Special Presentation: Renaissance Academy at Fischer and Renaissance Academy at Mathson**

Superintendent Hilaria Bauer introduced Mr. Doug Kleinhenz, Principal at both Renaissance Academy at Fischer and Renaissance Academy at Mathson. Principal Doug Kleinhenz gave a PowerPoint presentation.



## 6. SPECIAL PRESENTATION AND/OR RECOGNITION *(continued)*

### 6.01 Special Presentation: Renaissance Academy at Fischer and Renaissance Academy at Mathson

Principal Doug Kleinhenz presented some of his highlights:

#### Why Are We Here?

- We believe all students will be successful when they are properly led and supported
- We will build up our students' hearts and minds with the knowledge, skills, and habits to achieve success in high school, college, and life and to be able to change our communities for the better

#### How Do We Do It?

- Academies, Culture, Art, Science, and Social Justice

#### Testimonials

- 1) Angela Lomeli – 7<sup>th</sup> grade student at Renaissance Academy at Fischer, spoke about her experience at her school
- 2) Darius (*no last name given*) – 8<sup>th</sup> grade student at Renaissance Academy at Mathson, spoke about his experience
- 3) Adrienne Tejeda – Parent, shared that she has an 8<sup>th</sup> grade student at Renaissance Academy and 3 Renaissance alumni
- 4) Vanessa Kerr – English Language teacher at Renaissance Academy at Mathson, commented that she knows all her students and the parents because it is a small school. There is a lot of collaboration at Renaissance Academy within the staff and she is fortunate to have the full support of her administrators.

#### Recognitions

- 2017 California Gold Ribbon Award
- 2018 Innovate Public Schools Award for being the top bay area public schools for underserved students

President Esau Ruiz Herrera stated that there is a lot of positive and good work happening at both Renaissance sites.

Clerk Dolores Marquez-Frausto gave special thanks to Principal Doug Kleinhenz for presenting on the parent survey and she appreciated the enjoyable comments from the parents.

## **6. SPECIAL PRESENTATION AND/OR RECOGNITION *(continued)***

### **6.01 Special Presentation: Renaissance Academy at Fischer and Renaissance Academy at Mathson**

Member Andrés Quintero thanked Principal Doug Kleinhenz for all the positive things happening at both Renaissance sites, especially the report on the graphic data.

Member Khanh Tran asked Principal Doug Kleinhenz if he had the graphic data available by ethnicity.

Vice-President Karen Martinez thanked Principal Doug Kleinhenz for the good things happening at both sites. Good job!

At the end of the presentation, President Esau Ruiz Herrera asked the students which college would they be attending.

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

### **4.01 Requests to Address the Board**

Public Comments:

- 1) Jeff Markham – Community member, gave shout-outs to the following people:  
Member Andrés Quintero for the appeal letter sent to Tom Torlakson, State Superintendent of Public Instruction. He commented that this took courage; and Assistant Superintendent Kolvira Chheng, for working tireless hours cleaning up after other people's messes. The community appreciates your work
- 2) John Garza – LUCHA parent, reported that this was his first time attending a board meeting and was looking forward to more. He stated that we need to focus more on the students and leave the political agendas aside. He gave thanks to Superintendent Hilaria Bauer for her work here and also reported that he is on the District Advisory Committee (DAC)
- 3) Alison Cingolani – COC representative, commented that she was excited about the Renaissance presentation. She briefly spoke about the appeal letter sent to Tom Torlakson, State Superintendent of Public Instruction. She stated that we are spending too much money on attorney fees when this money should be going to the students
- 4) Flor DeLeon – Renaissance parent, briefly spoke about LCAP, security at the schools, and her support for Superintendent Hilaria Bauer and stated, "Do not fire her!"
- 5) Bruce Huynh – Community member, first time speaking at a board meeting; however, he reported that he has been watching. He gave thanks to Member Andrés Quintero for going above and beyond; he thanked Assistant Superintendent Kolvira Chheng for his work in cleaning the books; and, gave thanks to Superintendent Hilaria Bauer for her leadership.

#### **4. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD** *(continued)*

##### **4.01 Requests to Address the Board**

- 6) Ernesto Bejarano – Sheppard parent, gave thanks to Member Andrés Quintero for doing the right thing. He commented that he appreciates seeing the successes at the various sites.
- 7) Pilar Navarette – Spanish-speaking Cureton parent, gave thanks to Superintendent Hilaria Bauer and to some of the Board Members for making available the tutoring program. This program has truly helped her child. She also spoke about the importance to her about providing security cameras at the schools for the safety of the students. Lastly, she asked the Board to keep Superintendent Hilaria Bauer here because she has helped the parent community.
- 8) Ray Mueller – COC Chair, addressed his comment to President Esau Ruiz Herrera with regards to his sending the letter without approval from the entire Board and requested to know the amount of money that was billed from the attorney for writing this letter.
- 9) Camille Llanes-Fontanilla – SOMOS Mayfair representative, stated that there were a lot of amazing things happening at the school sites. She gave special thanks to Superintendent Hilaria Bauer for her leadership.

#### **5. COMMENTS AND COMMUNICATION**

##### **5.01 Teamsters**

There were no representatives from Teamsters at this time.

##### **5.02 California School Employee's Association (CSEA)**

There were no representatives from CSEA at this time.

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

Dr. Sandra Sarmiento, ARAA president, briefly highlighted the following:

- Alum Rock continues to demonstrate that Alum Rock Rocks!
- Cesar Chavez March
- Arbuckle/Adelante II had "An Evening with NASA" with approximately 750 in attendance
- Sheppard's World Tour 2018
- Renaissance presentation
- Schools preparing for the SBAC Testing



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

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

Jocelyn Merz, AREA president, gave special thanks and congratulated the students that participated in the Renaissance Academy presentation! She reported that Ms. Maimona Berta, RSP teacher at Fischer Middle School and AREA Executive Board Member, has been appointed to the Franklin-McKinley School Board. She commented that she was happy that we were receiving the support and guidance from SCCOE with the Fiscal Expert. She briefly read from and cited the "Stay and Rescind" letter focusing on the struggles around the Board governance. She stated that AREA was appreciative of this intervention by Superintendent Mary Ann Dewan and maybe it wasn't too late for us to embrace the offered guidance from the SCCOE. Lastly, she gave thanks to the two members who were listening!

### **5.05 Superintendent**

Superintendent Hilaria Bauer reported that she went to Chavez school that morning and witnessed a 2<sup>nd</sup> grade class building robots for Code to the Future—so exciting! She also reported that she has been working with SCCOE to pilot and bring a free pre-school for students to the Alum Rock community and this was a great opportunity for our families. There are wonderful things happening at Alum Rock! She commented, *"Hatred can only be conquered through love, and the only thing that dissipates darkness is light. I live and breathe, and whatever you hear, that's what I'm all about."*

### **5.06 Board of Trustees**

Vice-President Karen Martinez reported that she would be passing her turn to speak because the Board would be returning to Closed Session after the end of the Open Session meeting.

Member Khanh Tran commented that what we see on the news these days is chaotic. He commented that people are not following the laws and he believes that the facts speak for itself. He said that this Board is doing their best to serve the students and we are here to educate them. He stated that our financial books are unbalanced and money is missing and he promises that this Board will get to the bottom of this. We need to stop the leakage. He commented that he hopes the Board will agree to a forensic audit and hold the responsible people accountable!

Member Andrés Quintero stated that in an earlier conversation with Member Khanh Tran, his anger got the better of him in the way he had responded to him; therefore, he wanted to apology to Member Khanh Tran, not for the content of his comments, but for the way in which he delivered them. He reported that; unfortunately, he was not able to attend certain events this month. He did report that he attended a Jim Beall event.

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

### **5.06 Board of Trustees**

Clerk Dolores Marquez-Frausto reported that during the month, she attended a funeral of a long-time friend and employee, Ms. Josie Renteria, who was actually Dr. Bauer's office assistant when she worked at Fischer Middle. Ms. Josie Renteria left behind four children. She also reported that she attended the Annual Cesar Chavez March and was happy it was held at a new location. She wanted to give a shout out to Mr. Mario Sanchez for always contributing to this event.

President Esau Ruiz Herrera reported that he also attended the Annual Cesar Chavez March but only for part of the event due to a work commitment. He stated that the energy at the event was outstanding. He reported that he attended the Arbuckle/Adelante II NASA Event.

## **7. PUBLIC HEARING**

### **7.01 Public Hearing CSEA Chapter 305 Initial Bargaining Proposal to Open Negotiations with ARUSD, July 1, 2018 – June 30, 2019**

President Esau Ruiz Herrera opened the Public Hearing at 8:07 p.m. and announced that it would remain open throughout the meeting.

## **10. SUPERINTENDENT/BOARD BUSINESS**

### **10.01 Ratification of ARUSD's Appeal of the SCCOE's Determination to Stay and Rescind all Actions**

President Esau Ruiz Herrera reported that County Superintendent, Mary Ann Dewan, had issued a "Stay and Rescind" letter to the State Superintendent of Public Instruction. He reported that there was no violation of the Brown Act. He reported that since there was no board meeting scheduled and they only had a five-day window, the District's General Counsel was taken at his request in order to preserve the District's ability to respond to the County's letter. He reported that the State did not deny the appeal and they took no action. President Esau Ruiz Herrera stated that the Board may or may not ratify the appeal.

Member Khanh Tran reported that when he was Board President, he too was presented with a time-sensitive matter that was brought to the Board for ratification. He stated that the Board is here to support the community. He reported that he supports the action taken by President Esau Ruiz Herrera to challenge the County Superintendent's overreach of her authority. He also reported that he supports filing a lawsuit against the SCCOE.



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

### **10.01 Ratification of ARUSD's Appeal of the SCCOE's Determination to Stay and Rescind all Actions**

Vice-President Karen Martinez commented that we have had several Special Board Meetings and she would have liked to have seen a Special Board Meeting to discuss this action taken by President Esau Ruiz Herrera especially since this reflects on the Alum Rock School Board and that this action taken did not reflect her or her wishes.

**MOTION #18-01 by Clerk Dolores Marquez-Frausto to Ratify the Alum Rock Union Elementary School Board's Appeal of the SCCOE's Determination to Stay and Rescind all Actions to the State. MOTION #18-01 was seconded by Member Khanh Tran.**

Clerk Dolores Marquez-Frausto commented she understood that there was an earlier opportunity to act upon this; however, the Board had not been advised by Superintendent Hilaria Bauer or the District's prior attorneys. She said she was sure that the Board would have appealed at that time. She stated that County Superintendent Mary Ann Dewan, who was appointed to her position and did not even need to apply, was trying to override the voters who voted her into this seat. She commented that she will be supporting this appeal and did not see how County Superintendent Mary Ann Dewan could have this power.

Member Andrés Quintero commented that he had several questions for general counsel that needed clarification.

Member Andrés Quintero asked if general counsel's firm had put together this appeal – and how it was involved in the March 22 letter. General counsel replied that the Board had taken action directing to write a letter rejecting the fiscal advisor and when it received the letter from SCCOE, the letter stated all actions, not just fiscal decisions per the Board action and the direction of the Board President.

Member Andrés Quintero asked if we had received any drafts of this memo and general counsel replied, "No." Member Andrés Quintero commented to general counsel that this is not how we should work and asked why he wouldn't know about this as a member of the Board. He would like to know what actions we are taking. He stated that, per Board Policy, the Board President does not have the ability to direct without a vote from the Board. The only person who has that ability to direct is the Superintendent. Member Andrés Quintero asked general counsel how many people from her firm had worked on this. General counsel replied, "Myself, a partner, and an associate." Member Andrés Quintero asked for the cost. General counsel replied, "I have not done the calculation yet." Member Andrés Quintero asked if general counsel is collecting funds from anyone else other than ARUSD for work about ARUSD. General counsel replied, "Absolutely not."



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

### **10.01 Ratification of ARUSD's Appeal of the SCCOE's Determination to Stay and Rescind all Actions**

#### **Public Comments:**

- 1) Alison Cingolani – COC representative, addressed her comment to President Esau Ruiz Herrera stating, “You claimed that the appeal was not denied.” Then she reads from the rejection letter, “.....for the reasons stated above, the appeal is denied.” This means that the County Superintendent’s authority is clearly documented.
- 2) Jocelyn Merz – AREA president, thanked Alison Cingolani for reading sections of the rejection letter. She addressed the Board and stated that she did not understand why they are insisting on pursuing this. Not only have you violated the Brown Act, written an appeal that was denied, and now you want to do it all over again and spend this money that is totally wasted and on what! Jocelyn then addressed Member Khanh Tran and stated to him, “Trustee Tran, if you have or know of information that we don’t, please share this with us.”
- 3) Flor DeLeon – Parent that commented that it was amazing to her that this Board thinks they are stupid....we can read....when is this going to stop! She commented that she was glad that the SCCOE was watching over the District.
- 4) Ernesto Bejarano – Sheppard parent, reported that he echoes the same sentiments just stated. He commented that it was very frustrating to him how we continue to try to do things with no basis or no rationale. And it’s more frustrating to have Trustee Khanh Tran making all these threats.

#### **Board Comments:**

President Esau Ruiz Herrera reported that his actions were right with directing the administrative appeal—it was the proper thing to do. He was not going to call a Special Board Meeting just to take an administrative action. He commented that perhaps the County Superintendent was correct in stating that Alum Rock is in a financial crisis. However, our Superintendent tells us that the District can meet its obligations this year and the next year. He stated that either the County Superintendent is wrong or maybe the Alum Rock Superintendent is wrong—both cannot be right! He commented that our CBO is making strides and at least we know we are making progress. We do not know where this is going to end, and only the audit will show. He stated that this action was to ratify or not ratify the appeal. He stated that he thinks the County Superintendent is not correct.

Member Khanh Tran stated that the Board receives numerous reports that the books are unbalanced and cash has not been reconciled, meaning cash is missing or has been stolen. He stated that he tends to disagree with President Esau Ruiz Herrera because he thinks the County Superintendent is correct. He stated that he welcomes the fiscal expert to be here looking at the books so that he can figure out what is wrong here. Member Khanh Tran then asked Assistant Superintendent Kolvira Chheng if he had or had not recovered the \$12.8M?

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

### **10.01 Ratification of ARUSD's Appeal of the SCCOE's Determination to Stay and Rescind all Actions**

President Esau Ruiz Herrera interjected and stated that we were not here to interrogate subordinates.

Member Khanh Tran commented that he believes the County Superintendent and the fiscal expert should be here helping us to make sure that our books are accountable. He reported that he supports this appeal because he believes that as a Board, they should be making this decision; and ultimately, the Board is responsible.

Member Andrés Quintero commented that he is not an attorney, but he can read. He said that County Superintendent Dewan has identified that our general counsel filing an appeal is the person under a conflict of interest investigation. He stated that it would be a huge error if we were going to proceed and ratify this appeal. He also pointed out that under their board policy, it does not relinquish the power to the Board President to act without seeking approval from the entire Board, only the Superintendent can do this. He also commented that we have recently gotten off the watch list from Moody's due to the fact that we now have a fiscal advisor assigned to us and the Board can no longer take unilateral action without their support.

***MOTION #18-01 carried with a vote of 3 in favor; 2 in opposition (Vice-President Karen Martinez and Member Andrés Quintero); no absent; and no abstention.***

## **12. BUSINESS**

### **12.06 Approval of Escuela Popular Proposition 39 Project**

Assistant Superintendent Kolvira Chheng introduced Mr. Ray Ruiz, Escuela Popular's Project Manager and Consultant, who reported that he recently prepared an energy expenditure plan (EEP) under the program guidelines, which was approved by the Energy Commission on May 18, 2017. He highlighted their Letter of Intent and here are some of the highlights:

- The approved plan secured \$143,861.37 in funding for an HVAC retrofit. The approved funding has been calculated to fully fund the project and if the project overruns in cost, then it will be the sole responsibility of the school
- They have received their Prop 39 funding and are ready to proceed with bidding the project
- The scope of the retrofit includes replacing 44 of the existing window AC units with 16 multi-zone split-system heat pump units and saving the school \$6,834 each year



## **12. BUSINESS (continued)**

### **12.06 Approval of Escuela Popular Proposition 39 Project**

- They plan to proceed with the bid process as soon as it is feasible and have a tentative install window of Spring or Summer 2018

Mr. Ray Ruiz gave special thanks to Assistant Superintendent Kolvira Chheng, Director Daniel Flores, and Superintendent Bauer, for working with collaborative and open communication on both sides.

Member Andrés Quintero reported that the letter of intent that was promised the following day had taken approximately a year to receive after requesting it. He commented that trust needed to develop amongst both parties.

**MOTION #18-02 by Vice-President Karen Martinez to accept and adopt Escuela Popular's Proposition 39 Project as presented. MOTION #18-02 was seconded by President Esau Ruiz Herrera.**

Public Comment:

1. Flor DeLeon – Parent and community member, stated that she has a friend that had a bad experience with Escuela Popular. She commented that this Board needs to focus more on our own students and our own air conditioning problems.

***MOTION #18-02 carried with a vote of 5 in favor; 0 opposition; no absent; and no abstention.***

## **8. BOND / FACILITIES**

### **8.01 The Board will receive a written update on the status of the Bond Projects**

Assistant Superintendent Kolvira Chheng reported that there was nothing to report at this time because the report from Del Terra was not available.

### **8.02 The Board will receive a written update from the Citizen's Bond Oversight Committee (CBOC)**

President Esau Ruiz Herrera reported that the CBOC's report was available in the Superintendent's Office. President Esau Ruiz Herrera did not allow Mr. Ray Mueller, CBOC Chair, to speak and report on the CBOC at this time. Mr. Ray Mueller was upset because of this action taken by the Board President and wrote his report on the chalkboard as the meeting continued.



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

### **8.02 The Board will receive a written update from the Citizen's Bond Oversight Committee (CBOC)**

Mr. Ray Mueller's report stated that the CBOC had to cancel their March meeting due to the lack of audits. He reported that the committee was short two committee members and by the code that establishes this mandate for the body, this committee was out of compliance. He also reported that the Board has been notified twice of this deficiency.

### **8.03 Award of Contract Hazard Management Services**

President Esau Ruiz Herrera reported that this agenda item had already been deleted from the agenda during *Agenda Item 3.03 Agenda Review and Adoption* at the beginning of the meeting. He announced that this item would be tabled for a future meeting.

### **8.04 Award of Contract National Econ Corporation**

**MOTION #18-03 by Clerk Dolores Marquez-Frausto to accept and adopt the Contract with National Econ Corporation as presented. MOTION #18-03 was seconded by Vice-President Karen Martinez.**

Public Comment: Kolvira Chheng.

Board Comments: Andrés Quintero and Karen Martinez.

***MOTION #18-03 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.***

### **8.05 Award of Contract Applied Materials & Engineering, Inc.**

**MOTION #18-04 by Vice-President Karen Martinez to accept and approve the Contract with Applied Materials & Engineering as presented. MOTION #18-04 was seconded by Clerk Dolores Marquez-Frausto.**

Member Andrés Quintero asked the question of why was there a different address listed on the contract showing 2155 So. Bascom Avenue, Campbell? The address to Mathson is 2050 Kammerer Avenue, San Jose.

***MOTION #18-04 carried with a vote of 4 in favor; no opposition; no absent; and 1 abstention (Member Andrés Quintero).***

Board Comments: Andrés Quintero and Karen Martinez.

Public Comment: Kolvira Chheng.

**9. CONTRACTS OVER \$100,000**

**9.01 Approve Contract Increase with Mohawk Commercial Inc.**

Clerk Dolores Marquez-Frausto asked Assistant Superintendent Kolvira to explain the contract because she needed to be more clear with it. Assistant Superintendent Kolvira Chheng gave a brief executive summary of the contract and reported that the increase was to cover potential flooring issues.

**MOTION #18-05 by Member Andrés Quintero to accept and adopt the Contract increase with Mohawk Commercial as presented. MOTION #18-05 was seconded by Vice-President Karen Martinez.**

***MOTION #18-05 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.***

**10. SUPERINTENDENT / BOARD BUSINESS**

**10.02 The Board will have discussion around School Safety**

**MOTION #18-06 by Vice-President Karen Martinez to table this agenda item until the next board meeting due to lack of time. MOTION #18-06 was seconded by Member Khanh Tran.**

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

**10.03 CSBA Sample of Board Policy 5112.5, Students, Closed Campus**

Superintendent Hilaria Bauer stated that she was asking the Board for direction on the sample board policy that was provided by CSBA. She reported that our current policy is ambiguous because it states closed/open policy.

Vice-President Karen Martinez stated that she felt all visitors needed to sign in at the front office. She also felt that the schools should remain closed while the students were in session. Weekends and afterhours were a different story and she was uncertain what direction should be taken.

President Esau Ruiz Herrera commented that if we are ambiguous in our board policy, we needed to clean and refine this. He suggested that the last sentence on the sample policy should read something like, "Students who leave school may be classified truant and may be subject to discipline."

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

**10.03 CSBA Sample of Board Policy 5112.5, Students, Closed Campus**

Member Andrés Quintero commented that we need to have our facilities accessible to the community. He reported that San Jose Unified School District has a good policy in place and we should consider using their policy since they have already done the legwork and put the policy in place.

Public Comment:

- 1) Ernesto Bejarano – Sheppard parent, commented that we should consider to look at the data regarding vandalisms and make decisions based on that. He also commented that an opportunity should be given to interested parents that want to be part of an Advisory Committee to develop such a board policy regarding closed or open campus.

Vice-President Karen Martinez requested to table the following agenda items until the next meeting but to agendize them at the beginning of the next agenda and not at the end:

***10.04 Discussion around Next Steps pertaining to the George and Fischer Multi-Purpose Room***

***10.05 Discussion around George Multi-Purpose Community Room that will exclude the George campus pertaining to the Earthquake Fault line***

***10.06 Mathson Community Center Update (former MACSA center)***

There was consensus from the Board to accept the request from Vice-President Karen Martinez.

**10.08 Adopt the 2<sup>nd</sup> Reading of the Amended Board Policy 2121, Superintendent's Contract, Administration**

President Esau Ruiz Herrera clarified that this reading only relates generically to a Superintendent's contract and not specifically to our Superintendent's contract.

Member Khanh Tran suggested that this was a conflict of interest by the Superintendent.

**MOTION #18-07 by Member Khanh Tran to table this item for a future meeting. MOTION #18-07 was seconded by Clerk Dolores Marquez-Frausto.**

Unfortunately, there was confusion with **MOTION #18-07** because Clerk Dolores Marquez-Frausto delayed making her second.



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

### **10.08 Adopt the 2<sup>nd</sup> Reading of the Amended Board Policy 2121, Superintendent's Contract, Administration**

Public Comment:

- 1) Alison Cingolani – Community member, commented that this will be the 3rd time that this agenda item has been brought forward and still no action has been taken.

***MOTION #18-07 failed with a vote of 2 in favor (Khanh Tran and Dolores Marquez-Frausto); 3 in opposition (Esau Ruiz Herrera, Andrés Quintero, and Karen Martinez); no absent; and no abstention.***

**MOTION #18-08 by Member Andrés Quintero to accept and adopt the 2<sup>nd</sup> Reading of the Amended Board Policy 2121, Superintendent's Contract, Administration as presented. MOTION #18-08 was seconded by Vice-President Karen Martinez.**

Superintendent Hilaria Bauer reported that this reading was not about her own employment contract.

***MOTION #18-08 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.***

### **10.09 Board-Created Standing Committees**

There was no discussion or action taken on this agenda item.

## **11. INSTRUCTIONAL SERVICES**

### **11.01 Local Control Accountability Plan (LCAP)-Initial Findings Presentation**

Superintendent Hilaria Bauer introduced Ms. Sandra Garcia, Director of State and Federal Programs, who gave a PowerPoint presentation. Some of her highlights included the following:

Objectives

- Share additional stakeholder input—trends and findings
- Share survey information
- Share expected annual measureable outcomes (metrics collected to this point)
- Share next steps in the LCAP adoption process

## 11. INSTRUCTIONAL SERVICES *(continued)*

### 11.01 Local Control Accountability Plan (LCAP)-Initial Findings Presentation

#### LCAP Update and Stakeholder Engagement

<b>October</b>	<b>January / February</b>	<b>March</b>
-LCFF/LCAP Parent Informational Mtg. (10/24)	-DELAC LCAP review -DAC LCAP review -Community forums Management Team input session -Employee organizational input	-School input sessions -Online parent surveys -Online student/staff surveys -Board update and stakeholder input
<b>April</b>	<b>May</b>	<b>June</b>
-Board update and initial findings -Stakeholder feedback	-LCAP draft presented to Board -Public hearing LCAP/Budget	-Board adopts LCAP -Submit LCAP to SCCOE for approval

#### Stakeholder Input

- Parents and community
- ARUSD staff
- Students
- Community forums
- School input sessions (community/staff)
- Surveys (parents/staff/students)

#### Trends/Findings

- Goal #1: Rigorous Instruction
- Goal #2: Proficiency in English
- Goal #3: Safe, Welcoming Environment
- Goal #4: Stakeholder Engagement

#### Next Steps

- Draft annual update of plan
- Share draft with all stakeholders
- Present draft to the Board
- LCAP Plan Hearing and Adoption
- Submit LCAP to SCCOE for approval

## **11. INSTRUCTIONAL SERVICES *(continued)***

### **11.01 Local Control Accountability Plan (LCAP)-Initial Findings Presentation**

#### **Public Comments:**

- 1) Dilza Gonzales – Community member, stated that the February 13 community forum had a packed audience
- 2) Female speaker (no name given) – Community member, asked about foster youth and how was the outreach
- 3) Flor DeLeon – District Advisory Committee (DAC) representative, stated that the LCAP was very important and should not be placed at the end of the agenda and was very upset about this. We are talking about \$20M. She addressed the Board and stated that you ask for community input, but you don't offer feedback. The community wants to see numbers.

President Esau Ruiz Herrera reported that the Board would be taking a 5 minute recess due to the disruption and the fact that the speaker was not giving up the microphone and her time had over-expired.

#### **The Board adjourned from Open Session at 9:59 p.m.**

The DAC representative continues to speak while the Board takes the few minutes recess. Vice-President Karen Martinez speaks with the DAC representative and strikes a compromise. Vice-President Karen Martinez promised to put the LCAP at an earlier time on the May agenda so that the community could be heard.

President Esau Ruiz Herrera commented that he would not tolerate a violation of the law to disrupt a public meeting.

#### **The Board reconvened to Open Session at 10:01 p.m.**

## **12. BUSINESS**

### **12.01 Fiscal Expert Update**

Assistant Superintendent Kolvira Chheng gave a brief executive summary.

Clerk Dolores Marquez-Frausto requested that the Fiscal Expert be present at the next board meeting so that he could give the update himself.



## 12. BUSINESS (continued)

### 12.02 FCMAT Update

Assistant Superintendent Kolvira Chheng read the FCMAT Update-Request for Documents memo dated April 12, 2018, provided the document to the Board, and was made available to the audience.

Assistant Superintendent Kolvira Chheng reported that at a Special Board Meeting held on July 27, 2017, the Board authorized a formal written response to the FCMAT Extraordinary Audit. Consistent with the response, actions, and timelines approved by the Board, the District sent Del Terra six separate letters on August 4, 2017, requesting deliverables, documents and records under the agreements between Del Terra and the District as follows:

- 1) Agreement for additional services: DSA Close-Out Certification Services (Exhibit A)
- 2) Request for Deliverables, Documents, and Records pursuant to Program and Construction Management agreement (Measure I) dated November 10, 2016 (Exhibit B)
- 3) Request for Deliverables, Documents, and Records pursuant to Program Management Agreement (Measure J) dated November 10, 2016 (Exhibit C)
- 4) Request for Deliverables, Documents, and Records pursuant to Construction Management Agreement (Measure J) dated November 10, 2016 (Exhibit D)
- 5) Request for Deliverables, Documents, and Records pursuant to Program Management (Measure J) dated May 9, 2013 (Exhibit E)
- 6) Request for Deliverables, Documents, and Records pursuant to Construction Management Agreement (Measure J) dated October 1, 2013 (Exhibit F)

Assistant Superintendent Kolvira Chheng reported that the following board meetings had updates regarding DSA Close-Out Certification Services and updates from the 2013 and 2016 Measure J and Measure I Program Management and Construction Management Agreements. He gave a brief summary:

October 12, 2017	November 9, 2017	December 14, 2017
February 8, 2018	March 8, 2018	April 12, 2018

Member Andrés Quintero commented that this was the proof that things are not completed while the Board was told they were done and it has taken all these audits to get to this report. It appears we are still missing a lot of stuff and the taxpayers are not getting what they are paying for.

Member Khanh Tran addressed the question to Assistant Superintendent Kolvira Chheng asking who authorized the change orders and if we had money to build one multipurpose room. Assistant Superintendent Kolvira Chheng replied that we had no funds to build any of the two multipurpose rooms at this time.

**12. BUSINESS (continued)**

**12.03 Approval of Easement Agreement between Alum Rock Union Elementary School District (Grantor) and the City of San Jose (Grantee) to allow Grantee permission to install an underground public sanitary sewer line and related underground sanitary sewer activities at Cureton School**

Assistant Superintendent Kolvira Chheng briefly explained what the agreement was about.

**MOTION #18-09 by Vice-President Karen Martinez to accept and approve the Easement Agreement between ARUSD and the City of San Jose as presented. MOTION #18-09 was seconded by Member Khanh Tran.**

Member Andrés Quintero asked about the liability involved.

President Esau Ruiz Herrera gave an explanation and Assistant Superintendent Kolvira Chheng validated the explanation.

***MOTION #18-09 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.***

**MOTION #18-10 by Vice-President Karen Martinez to extend the meeting until 10:45 p.m. in order to finish their Open Session board business. MOTION #18-10 was seconded by Member Khanh Tran.**

***MOTION #18-10 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.***

**12.04 Approve the 2016-17 Annual Performance Audit Report**

Assistant Superintendent Kolvira Chheng introduced Mr. Matthew Nethaway, CPA, Partner, Crowe Horwath, LLP, who provided information on the 2016-17 Annual Performance Audit report.

Mr. Matthew Nethaway reported that adjustments needed to be made to some of the accounts and the unaudited actuals were not sufficient so these adjustments and corrections required more time.

Assistant Superintendent Kolvira Chheng reported that this report would be posted on the website and available for the public.

The Board had discussion on this agenda item.

## **12. BUSINESS (continued)**

### **12.04 Approve the 2016-17 Annual Performance Audit Report**

**MOTION #18-11 by Member Andrés Quintero to accept and approve the 2016-17 Annual Performance Audit Report as presented. MOTION #18-11 was seconded by Member Khanh Tran.**

Public Comment:

- 1) Jocelyn Merz – AREA President, asked Assistant Superintendent Kolvira Chheng if this report would be available to the public and posted on the website?
- 2) Ray Mueller – COC Chair, asked if the auditor could be present at the next COC meeting. He reported that their report would not be on time because they were short on committee members.

Assistant Superintendent Kolvira Chheng replied that this audit report would be posted on the website for the public to view.

## **13. HUMAN RESOURCES**

### **13.01 Information Regarding Resignations**

There was consensus from the Board to accept the Resignations as presented.

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

**MOTION #18-12 by Clerk Dolores Marquez-Frausto to accept and approve CSEA Initial Bargaining Proposal to Open Negotiations for the period indicated with ARUSD. MOTION #18-12 was seconded by Vice-President Karen Martinez.**

**President Esau Ruiz Herrera closed the Public Hearing at 10:37 p.m.** There were no speakers from the audience to address this agenda item.

***MOTION #18-12 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.***

## **14. CONSENT CALENDAR**

Clerk Dolores Marquez-Frausto asked to pull *Agenda Items 14.02 Contracts for Professional Services* and *14.03 Memorandum of Understanding* for separate discussion.



#### **14. CONSENT CALENDAR *(continued)***

**MOTION #18-13 by Clerk Dolores-Marquez to accept and approve the Consent Calendar as amended. MOTION #18-13 was seconded by Member Andrés Quintero.**

***MOTION #18-13 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.***

##### **14.02 Contracts for Professional Services**

Clerk Dolores Marquez-Frausto had some concerns about the low bids that then blow up with change orders (tripled from original bid). She commented that she did not understand the practice on this. She commented she understood that there would be small increases; however, these numbers were too high.

Assistant Superintendent Kolvira Chheng explained the purpose of the change orders and the reason for the high increases.

**MOTION #18-14 by Vice-President Karen Martinez to accept and approve Agenda Item 14.02 Contracts for Professional Services as presented. MOTION #18-14 was seconded by President Esau Ruiz Herrera.**

***MOTION #18-14 carried with a vote of 4 in favor; no opposition; no absent; and 1 abstention (Clerk Dolores Marquez-Frausto).***

##### **14.03 Memorandum of Understanding(s)**

Clerk Dolores Marquez-Frausto commented that she had the same concerns for this agenda item as in the previous and she wanted to make sure to bring it to our attention.

**MOTION #18-15 by Vice-President Karen Martinez to accept and approve this agenda item as presented. MOTION #18-15 was seconded by Member Andrés Quintero.**

***MOTION #18-15 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.***

#### **15. FUTURE BOARD AGENDA REQUESTS**

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

Vice-President Karen Martinez requested that the LCAP agenda item be placed at the beginning of the next agenda when the majority of the parents were in attendance. She also requested the following agenda items be placed on the next agenda (see next page).

**15. FUTURE BOARD AGENDA REQUESTS** *(continued)*

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

**10.04 Discussion around Next Steps pertaining to the George and Fischer Multi-Purpose Rooms**

**10.05 Discussion around George Multi-Purpose Room that will exclude The George campus pertaining to the Earthquake Fault line**

**10.06 Mathson Community Center Update (former MACSA Center)**

**10.07 The Board will have discussion on Beautiful Day**

Vice-President Karen Martinez asked to also include an agenda item regarding cyberbullying and that Ms. Sandra Garcia had reached out to San Jose Police Department and they would be able to present.

Member Andrés Quintero briefly announced that people often mistake “Cinco de Mayo” for a celebration of Mexican Independence and it is not so. Mexico celebrates its independence on September 16.

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

**1.03 Adjournment to Closed Session**

The Board adjourned to Closed Session to continue with their Board Business at 10:49 p.m. President Esau Ruiz Herrera stated that Open Session would resume approximately 60 minutes more or less after the start of Closed Session.

**3. RECONVENE TO OPEN SESSION** *(continued)*

**The Board reconvened to Open Session at 12:44 a.m.**

**3.02 Report of Action Taken in Closed Session**

President Esau Ruiz Herrera asked General Counsel Maribel Medina to report action taken in Closed Session.

General Counsel Medina reported that in **Agenda Item 2.03**, in existing litigation, in the matter of Professional Asbestos and Lead Services, vs Everlast Builders, and Alum Rock Union Elementary School District, Case No. 17CV305853, the Board by a unanimous vote, authorized settling the lawsuit of \$275,528.97 and entering into a mutual release.



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

#### 3.02 Report of Action Taken in Closed Session

General Counsel Medina reported that in **Agenda Item 2.04**, in the matter of the Bay Area Asphalt and Cement vs. Alum Rock Union Elementary School District, Case No. 17CV306628, the Board by a unanimous vote, authorized the settlement for \$34,763 and entering in a mutual release.

General Counsel Medina reported that in **Agenda Item 2.01**, motioned by Member Khanh Tran and seconded by Vice-President Karen Martinez, the Board authorized the waiver of the attorney client privilege to disclose the report related to the Harbrough matter to the following agencies: the Fair and Political Practices Commission; the District Attorney, the Securities and Exchange Commission, and the Santa Clara County Office of Education, for the limited purpose of an investigation. The vote was unanimous.

General Counsel Medina reported that in **Agenda Item 2.01**, there was a motion by Member Khanh Tran, seconded by Clerk Dolores Marquez-Frausto, to obtain a forensic audit of the Mathson fire and Harbrough issues; Del Terra issues; and requesting the assistance of the State Controller or another investigative entity. The Board approved this request by unanimous approval.

General Counsel Medina reported that a motion by Member Khanh Tran, seconded by Clerk Dolores Marquez-Frausto, the Board directed Superintendent Bauer to recuse herself from the Mathson and Harbrough matter; the Securities and Exchange Commission investigation; Standard and Poors rating matter; and the Del Terra investigation. The Board approved the matter with Board Members Khanh Tran, Dolores Marquez-Frausto, and Esau Ruiz Herrera voting in favor; and Board Members Andrés Quintero and Karen Martinez voting against the motion.

General Counsel Medina reported that a motion by Member Khanh Tran, seconded by Clerk Dolores Marquez-Frausto, the Board voted to appoint Assistant Superintendent Rene Sanchez as point of contact, assisted by Board President Esau Ruiz Herrera, in the matters related to the Mathson and Harbrough fire matters; Securities and Exchange Commission investigation; Standard and Poors rating matter; and Del Terra investigation. The Board approved the matter with Board Members Khanh Tran, Dolores Marquez-Frausto, Esau Ruiz Herrera, and Karen Martinez voting in favor; and Board Member Andrés Quintero voting against the motion.

General Counsel Medina reported that a motion by Member Khanh Tran, seconded by Clerk Dolores Marquez-Frausto, the Board directed Board President Esau Ruiz Herrera and Superintendent Hilaria Bauer to schedule a meeting with County Superintendent Dewan to discuss the Stay and Rescind powers. The Board approved the matter with Board Members Khanh Tran, Dolores Marquez-Frausto, and Esau Ruiz Herrera voting in favor; and Board Members Andrés Quintero and Karen Martinez voting against the motion.



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

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

General Counsel Medina reported that a motion by Member Khanh Tran, seconded by Clerk Dolores Marquez-Frausto, the Board authorized resubmitting a reconsideration to the California Department of Education regarding the appeal of the Santa Clara County Office of Education Stay and Rescind action. The Board approved the matter with Board Members Khanh Tran, Dolores Marquez-Frausto, and Esau Ruiz Herrera voting in favor; and Board Members Andrés Quintero and Karen Martinez voting against the motion.

General Counsel Medina reported that a motion by Member Khanh Tran, seconded by Clerk Dolores Marquez-Frausto, the Board authorized that in the event that the Stay and Rescind action is not withdrawn, General Counsel Medina is directed to proceed with a written mandate. The Board approved the matter with Board Members Khanh Tran and Dolores Marquez-Frausto voting in favor; and Board Members Esau Ruiz Herrera, Andrés Quintero, and Karen Martinez voting against the motion.

General Counsel Medina reported that there were no further reportable actions to report.

### **16. ADJOURNMENT**

#### **16.01 President Adjourns the Meeting**

President Esau Ruiz Herrera adjourned the meeting at 12:49 a.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

13.02

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES**

To the Board of Trustees:

Subject: CONTRACTS FOR PROFESSIONAL SERVICES – FIRMS/ORGANIZATIONS

**Staff Analysis:**

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

**Recommendation:**

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

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

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

To the Board of Trustees:

Recommend Approval

*13.02*

Agenda Placement

Meeting: June 14, 2018

Regular Board Meeting

*Hilaria Bauer*  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

**Alum Rock Union Elementary School District**  
**June 14, 2018 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>
Russo/McEntee Tereasa Smith	06/01/18- 08/30/18	Dovetail Learning, Inc.	\$6,310.00	Provide teacher training on Toolbox curriculum a social emotional learning program Funding: General
Academic Services Jason Sorich	08/01/15- 07/31/19	Alpenspruce Education Solutions, Inc.	\$12,000.00	Professional Development services include design, development, promotional items and implementation of a 12-month promotion plan Funding: Restricted
Academic Services Candace McIsaac	08/15/18- 08/15/18	Community Responsive Education	\$5,000.00	Keynote speaker for teacher Professional Development Day on August 15, 2018 Funding: General
Academic Services Rene Sanchez	07/01/18- 06/30/19	New Teacher Center	\$65,000.00	School leadership support for school site administrators Funding: Restricted
Academic Services Rene Sanchez	07/01/18- 07/01/19	Paul J. Gonzalez dba: Art Studios	\$15,000.00	Painting murals to enhance learning environment for students district-wide Funding: General
Academic Services Candace McIsaac	06/30/18- 07/31/19	Scholastic, Inc.	\$12,996.00	Professional Development for teachers who will learn the fundamentals of Guided Reading and Guided Reading lesson planning Funding: General
Business Services Efrain Robles	07/01/18- 06/30/19	STLR Corporation dba: Ryland School Business Consulting	\$49,000.00	Provide general financial planning and business services as needed Funding: General
Business Services Efrain Robles	07/01/17- 06/30/18	Crowe Horwath, LLP.	\$17,170.00	Contract Increase: C1718203 Original contract amount \$28,500. New contract amount \$79,690. Additional fees related to the change in scope of work Funding: General



**Alum Rock Union Elementary School District  
June 14, 2018 Board Meeting**

**PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS**

Business Services Kolvira Chheng	07/01/18- 06/30/19	PQBids	\$12,500.00	Online pre-qualification process of Public Works Contracts Funding: General
Early Learning Center Dianna Ballesteros	07/01/18- 06/30/19	Raising A Reader	No Cost	Program to engage families in a routine of a daily “book-cuddling” with their children to foster early literacy skills critical for school success Funding: N/A
Early Learning Center Dianna Ballesteros	06/15/18- 09/01/18	Somos Mayfair	No Cost	Implementation and design of a Bridge to Kindergarten Program, Summer 2018 at Linda Vista, Dorsa, Adelante and San Antonio/Lucha E.S. Funding: N/A
Maintenance Daniel Flores	07/01/18- 06/30/19	Arclite, Inc.	\$22,000.00	Service, repair and certify fire alarm systems. Emergency response services 24 hours a day – 7 days a week Funding: Restricted
Maintenance Daniel Flores	07/01/18- 06/30/19	Community Playgrounds, Inc.	\$15,000.00	Playground equipment repair only district-wide Funding: Restricted
Maintenance Daniel Flores	07/01/18- 06/30/19	Jet Mulch, Inc.	\$30,000.00	To install engineer wood fiber to ARUSD school play boxes district- wide Funding: Restricted
Maintenance Daniel Flores	07/01/18- 06/30/19	Khai Heaating & Air Conditioning	\$44,000.00	Maintenance and repair of Airdale units as needed district-wide Funding: Restricted
Maintenance Daniel Flores	07/01/18- 06/30/19	Kal Glass Shop, Inc.	\$44,000.00	Provide emergency glass repair/replacement due to vandalism district-wide Funding: General
Maintenance Daniel Flores	07/01/18- 06/30/19	Luke J. Weill dba: Luke’s Tree Care	\$40,000.00	Provide emergency tree pruning and removal district-wide Funding: Restricted

**Alum Rock Union Elementary School District  
June 14, 2018 Board Meeting**

**PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS**

Maintenance Daniel Flores	07/01/18- 06/30/19	McKinley Elevator Corporation	10,000.00	Provide required inspection of all accessible lifts district-wide Funding: Restricted
Maintenance Daniel Flores	07/01/18- 06/30/19	Precision Communication Systems, Inc.	\$22,000.00	Provide fire alarm inspection and maintenance service district-wide Funding: Restricted
Maintenance Daniel Flores	07/01/18- 06/30/19	Quick Light Recycling, LLC.	\$10,000.00	Provide removal of hazardous material district-wide Funding: Restricted
Maintenance Daniel Flores	07/01/18- 06/30/19	R & R Refrigeration & Air Conditioning, Inc.	\$44,000.00	Provide repair and maintenance of HVAC units at facilities district-wide Funding: Restricted
Maintenance Daniel Flores	07/01/18- 06/30/19	San Jose Boiler Works	\$30,000.00	Provide maintenance and repairs as needed district-wide Funding: Restricted
Maintenance Daniel Flores	07/01/18- 06/30/19	Silicon Valley Lockmasters, Inc.	\$25,000.00	Provide emergency support and repairs due to vandalism district-wide Funding: Restricted
Maintenance Daniel Flores	07/01/18- 06/30/19	Water Quality Plumbing, Inc.	\$44,000.00	Provide emergency support and repairs related to plumbing district-wide Funding: Restricted
Special Education Jean Gallagher	07/01/18- 06/30/18	Alette Brooks: dba: Autism Workshops	\$30,000.00	Observation, consulting, training of Autism programs Funding: Sp Ed
Special Education Jean Gallagher	04/15/18- 06/30/18	Esther B. Clark School	\$24,246.65	Tuition related cost for non-public school Funding: Sp Ed
Special Education Jean Gallagher	07/01/18- 06/30/19	Lozano Smith, LLP.	\$75,000.00	Special Education legal consultation and assistance with IEP related needs Funding: Sp Ed
Special Education Jean Gallagher	07/01/18- 06/30/19	Maxim Healthcare Services, Inc., dba: Maxim Staffing Solutions	\$68,000.00	Daily medical assistance for students with medical needs. LVN is necessary due to Doctors' orders Funding: Sp Ed

**Alum Rock Union Elementary School District  
June 14, 2018 Board Meeting**

**PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS**

Special Education Jean Gallagher	07/01/18- 06/30/19	McArthur & Levin, LLP.	\$50,000.00	Special Education attorney to provide assistance with IEP needs Funding: Sp Ed
Special Education Jean Gallagher	07/01/18- 06/30/19	The Reilly Behavioral Group, LLC.	\$26,900.00	Training and support for students diagnosed with autism Funding: Sp Ed
Special Education Jean Gallagher	07/01/18- 06/30/19	Yellow Checker Cab Company, Inc.	\$60,000.00	Provide individual transportation for students with special needs Funding: Sp Ed
Special Education Jean Gallagher	07/01/18- 06/30/18	Vista Center for The Blind & Visually Impaired	\$4,000.00	Orientation and mobility for students with visually impaired services Funding: Sp Ed
State & Federal Sandra Garcia	06/25/18- 07/20/18	ALearn Silicon Valley Education Elevate, Jr.	\$20,000.00	Summer Math intervention program for rising 3 <sup>rd</sup> grade students at Dorsa & San Antonio E.S. Funding: General
State & Federal Sandra Garcia	06/18/18- 08/03/18	Durham School Services	\$52,200.00	Bus transportation for summer school Funding: General
Student Services Norma Flores	06/15/18- 06/30/19	International Association for Human Values	\$5,000.00	Master Contract for YES! ARUSD schools yoga program to create stress/violent free school environment Funding: Restricted
Student Services Norma Flores	07/01/18- 06/30/19	Alum Rock Counseling Center	No Cost	Provide individual or group therapy to students in ARUSD Funding: N/A
Student Services Norma Flores	07/01/18- 06/30/21	Foothill Community Health Center	No Cost	Provides primary health care services, behavioral health counseling, and assessments to include summer program Funding: N/A
Superintendent Hilaria Bauer	06/08/18- 06/08/18	Elma's Catering and Events	\$4,643.13	Catering support for the Hubbard Media Arts Academy Film Festival Funding: General



**Alum Rock Union Elementary School District  
June 14, 2018 Board Meeting**

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**PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS**

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Superintendent Hilaria Bauer	07/01/18- 06/30/19	San Jose Community Media Access – CreaTV	\$5,770.00	Videotaping of regular board meetings unless special request submitted by board Funding: General
Technology Avatar Gill	07/01/18- 06/30/20	IT Management Corp.	\$59,874.00	Migration to SIP trunking services Funding: General



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED

2018 JUN -6 AM 9:24

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
FROM: Russell/McEntee (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: Dove Tail Learning, Inc.  
Address: 8256 Gravenstein Hwy. N City: Sausalito State: CA Zip: 94965  
Phone: 707-861-3386 Fax: 707-861-3382  
SSN: \_\_\_\_\_ Fed I.D. #: 68-0673821  
Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates June 1, 2018 to August 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:

To provide teacher training on the Toolbox curriculum

- 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 teacher training on the Toolbox curriculum a social/emotional learning program for Russell/McEntee Academy

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:** \$ 6310.00 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>03</u>	<u>320</u>	<u>2850 0</u>	<u>5815</u>	<u>6310.00</u>	<u>Admin Support</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

RECEIVED  
PURCHASING

## 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: Alpenspruce Education Solutions, Inc. (Alludo)

Address: 6011 174th St. S.E. City: Snohomish State: WA Zip: 98296

Phone: ( ) Fax: ( )

SSN: Fed I.D. #: 81-3899090

Contractor's License: Type: Expiration:

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates August 1, 2018 to July 31, 2019

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

- A. One line description for Governing Board Report:

Online professional development system and corresponding professional development.

- 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 the design, development, promotional items and implementation of a 12-month promotion plan for successful awareness, engagement and adoption of the district Professional Development program.

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:** \$12,000.00 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>06</u>	<u>305</u>	<u>1461/0</u>	<u>5815</u>	<u>\$12,000.00</u>	<u>Title II</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 PURCHASING

## INDEPENDENT CONTRACTOR AGREEMENT

2018 JUN -6 AM 9:08

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: Community Responsive Education  
Address: 4800 61st Street City: Sacramento State: CA Zip: 95820  
Phone: ( ) Fax: ( )  
SSN: Fed I.D. #: \_\_\_\_\_  
Contractor's License: Type: Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates August 15, 2018 to August 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:

Keynote Speaker - Teacher Professional Development

- 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:

Keynote Speaker for District-wide Staff Professional Development Day on August 15, 2018

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:** \$ 5000.00 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	305	5020/0	5815	\$5000.00	LCAP	

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

## RECEIVED PURCHASING

### INDEPENDENT CONTRACTOR AGREEMENT 2018 JUN -6 PM 3:19

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: New Teacher Center

Address: 110 Cooper St. 5th Floor City: Santa Cruz State: CA Zip: 95060

Phone: ( ) Fax: ( )

SSN: Fed I.D. #:

Contractor's License: Type: Expiration:

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates July 1, 2018 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:

School leadership support for School Site Administrators.

- 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:

New Teacher Center works with school leaders on building capacity through thought partnership on context and best practices.

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:** \$ 65,000 (describe rate agreement)

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>06</u>	<u>305</u>	<u>1461</u>	<u>5815</u>	<u>\$65,000</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 PURCHASING

2018 JUN -6 AM 9:03  
INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
FROM: Rene Sanchez (School/Dept.) VENDOR NO. 17375

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: Raul J. Gonzalez  
Address: 1562 Bahama Way City: San Jose State: CA Zip: 95122  
Phone: (408) 929-2854 Fax: (408) 203-4035  
SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_  
Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates July 1, 2018 to July 1, 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:

Painting/Murals to enhance learning environments for students

- 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:

Raul Gonzalez will be providing painting and murals throughout ARUESD to create a positive learning environment for students and 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:** \$ \_\_\_\_\_ to be the total payment to the Contractor including travel and/or other expenses.

☒ c. **Other:** \$ 15,000 (describe rate agreement) Not to exceed

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>03</u>	<u>340</u>	<u>52100</u>	<u>5815</u>	<u>\$15,000</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.

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

2018 JUN -6 AM 9:06

## 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: Scholastic Inc

Address: 557 Broadway City: New York State: NY Zip: 10012

Phone: 800 825-4579 Option 6 Fax: (866) 560-6930

SSN: \_\_\_\_\_ Fed I.D. #: 13-1824190

Contractor's License: N/A Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 6/30/18 to 7/31/19

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:

Professional Development

- 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:

Teachers will learn the fundamentals of Guided Reading and Guided Reading lesson planning

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:** \$ 12,996.00 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>03</u>	<u>305</u>	<u>5020/0</u>	<u>5815</u>	<u>\$12,996.00</u>	<u>LCAP PD</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

RECEIVED  
PURCHASING

## INDEPENDENT CONTRACTOR AGREEMENT

2018 JUN 8 PM 3:19

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: BUSINESS SERVICES (School/Dept.)

VENDOR NO. 21752

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

Name of Individual/Company: STLR Corp dba Ryland Schol Business Consulting  
Address: 8334 Paris Way City: Granite Bay State: CA Zip: 95746  
Phone: 916, 652-7165 Fax: 916, 652-7168  
SSN: \_\_\_\_\_ Fed I.D. #: \_\_\_\_\_

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates July 1, 2018 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:  
Ryland SBCE will provide general financial planning and business services as needed.
- 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 with business office assistance, training, budget develop; year-end closing; fiscal viability; analyze long-term debt

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

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

\_\_\_\_\_ c. **Other:** \$ NTE \$49,000.00 (describe rate agreement) District will be billed on monthly

5. **BUDGET CODE:** basis for fees and expenses as approved by the Supt.

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	400	72000	5818	NTE \$49,000.00		

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

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

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





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
PURCHASING

2018 MAY 31 AM 9:37

## PURCHASE ORDER / CONTRACT ADJUSTMENT

P.O. No. C1718203 Contract No. \_\_\_\_\_ Contract Original Amount: \$ 28,500

Vendor Name: GRADE HORWATH Vendor No. 2115

Please check:

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

### CONTRACTS ONLY

Change Orders:

Contracts Original Amount	\$	<u>28,500</u>
Change Order #:	<u>1</u>	\$ <u>16,850</u>
Change Order #:	<u>2</u>	\$ <u>17,170</u>
Change Order #:	_____	\$ _____

New Contract Total (Including Change Orders) \$ 62,520

Line #	FUND	LOCATION	PROGRAM	ACCOUNT	\$ AMOUNT	Accountant Signature & Date
	03	700	7100 0	5812	\$17,170	

Reason for Adjustment: The following represents our billing for additional fees related to the change in scope of work previously communicated to you and consistent with our engagement letter. This invoice reflects our assistance through April 30, 2018.

School/Dept.: <u>BUSINESS SERVICES</u>	Requested by: <u>EFRAN POBLES</u>
Approval: <u>[Signature]</u> (for Contracts Only)	Assistant Superintendent of Business Services
<u>[Signature]</u>	Program Manager
	Purchasing Manager
Date Requested: _____	Date Entered: <u>5/31</u> Entered By: <u>FB</u>

(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 PURCHASING

INDEPENDENT CONTRACTOR AGREEMENT **2018 JUN -6 PM 3:07**

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: Business 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: PQBids

Address: 1211 N. La Loma Cr. City: Anheim State: CA Zip: 92806

Phone: 888-218-4173

Fax: ( ) \_\_\_\_\_

SSN: \_\_\_\_\_

Fed I.D. #: \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Type: \_\_\_\_\_

Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates July 1, 2018 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:

Online/Paperless Pre-Qualification Process of Public Works Contractors

- 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/Paperless Pre-Qualification of contractors who perform Public Works projects for the District. Pre-Qualification process required per ARB 568 section 2011.6 and the Uniform Public Construction Cost Accounting Procedures (CUPCAA)

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:** \$12,500 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>03</u>	<u>430</u>	<u>7270-05015</u>	<u>5015</u>	<u>\$12,500</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

RECEIVED  
PURCHASING

2018 JUN -6 PM 2:44

## Request for Contracted Services

To: BUSINESS OFFICE Contract No.: \_\_\_\_\_ Vendor No.: \_\_\_\_\_

Early Learning Ctr. (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: Raising a Reader

Address: 330 Twin Dolphin Drive, Suite 147 City: Redwood City State: CA Zip: 94065

Phone: (415) 391-2141 Fax: (415) 989-9923

SSN: \_\_\_\_\_ Fed I.D. #: 94-3390149

**CONTRACT TERM:** effective dates July 1, 2018 to June 30, 2019

### CONTRACTOR'S OBLIGATION:

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

The Raising A Reading Affiliate Network is a national network of early literacy leaders pursuing a collective mission to engage families in a routine of a daily "book-cuddling" with their children to foster healthy brain development, parent-child bonding, and early literacy skills critical for school success.

**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:** \$ No Cost to the District

Describe rate agreement or other costs: \_\_\_\_\_

**BUDGET CODE:** \_\_\_\_\_

### APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: [Signature] Date: 06/06/2018

Director of Fiscal Services: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Board of Trustees: \_\_\_\_\_ Date: \_\_\_\_\_





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
PURCHASING

2018 JUN -6 PM 2:45

## Request for Contracted Services

To: BUSINESS OFFICE Contract No.: \_\_\_\_\_ Vendor No.: \_\_\_\_\_

Early Learning Ctr. (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 absence of negotiated agreement.

Name of Individual/Company: Somos Mayfair

Address: 370B S. King Rd. City: San Jose State: CA Zip: 95116

Phone: (408) 937-2576 Fax: (408) 251-6987

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

CONTRACT TERM: effective dates June 15, 2018 to September 1, 2018

### CONTRACTOR'S OBLIGATION:

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

This MOU specifically relates to the implementation and design of a Bridge to Kindergarten Program in summer, 2018, at Linda Vista, Dorsa, Adelante and San Antonio/LUCHA Elementary Schools. The B2K Program is a free 4-week, half-day summer program designed especially for parents and students who will be entering kindergarten in the 2018/2019 school year without prior preschool experience. B2K program will prepare up to 160 children for a successful start to the kindergarten year by teaching important skills needed to transition to school and beyond.

**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: \$ 0.00

Describe rate agreement or other costs: \_\_\_\_\_

BUDGET CODE: \_\_\_\_\_

### APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Site/Department Administrator: [Signature] Date: 06/06/2018

Director of Fiscal Services: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Board of Trustees: \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED





# 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, Director of Maintenance, Operation & Transportation

Re: Contract Approval- Arclite, Inc.

Date: June 14, 2018

---

*Summary:*

It is necessary for the District to maintain a contract with an experienced and reliable company that can provide fire alarm inspection and maintenance services district-wide.

The District reached out to multiple contractors for proposals and based on pricing, experience and responsiveness, the District is recommending to contract with Arclite Electric.

*Recommendation:*

Staff recommends that the Board of Trustees approve the contract with Arclite Electric in the amount of \$22,000 for fiscal year 2018-19.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: MAINTENANCE (School/Dept.)

VENDOR NO. 22774

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: Arclite, Inc.

Address: 915 Boulder Drive City: San Jose State: CA Zip: 95132

Phone: (408) 872-2445 Fax: ( )

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

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates 07-01-2018 to 06-30-2019

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:

Service and repair all fire alarm, security and PA intercoms.

- 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:

Inspect, test, maintain, and certify fire alarm systems. Emergency response services 24 hours a day-7 days a week.

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:** \$ 22,000 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
05	450	8130-0	5815	\$22,000.00		

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, Director of Maintenance, Operation & Transportation**

Re: **Contract Approval- Community Playgrounds, Inc.**

Date: **June 14, 2018**

---

*Summary:*

The District has a need to maintain a contract with an experienced and reliable company that can provide repair and maintenance services to certain proprietary playground equipment and structures district-wide.

Due to its proprietary nature of the equipment, staff is recommending to contract with Community Playgrounds, Inc.

*Recommendation:*

Staff recommends that the Board of Trustees approve the contract with Community Playgrounds, Inc. in the amount of \$15,000 for fiscal year 2018-19.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
PURCHASING

2018 JUN -7 AM 8:42

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
FROM: MAINTENANCE (School/Dept.) VENDOR NO. 15719

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 Playgrounds, Inc.  
Address: 200 Commercial St. City: Vallejo State: CA Zip: 94589  
Phone: (415) 892-8100 Fax: (415) 892-3132  
SSN: \_\_\_\_\_ Fed I.D. #: 68-0452293  
Contractor's License: 362950 Type: A, C61, D34, D12 Expiration: 10/31/18

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates July 1, 2018 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:  
Playground equipment repair only at various sites 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:** \$ 15,000.00 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
05	450	8130-0	5815	\$15,000.00		

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, Director of Maintenance, Operation & Transportation

Re: Contract Approval- Jet Mulch, Inc.

Date: June 14, 2018

---

*Summary:*

The District has a frequent need to refill play structures ground coverings with wood fiber to ensure safety for children when using playgrounds.

The District reached out to various local companies and based on pricing, reliability and responsiveness, staff is recommending to contract with Jet Mulch.

*Recommendation:*

Staff recommends that the Board of Trustees approve the contract with Jet Mulch in the amount of \$30,000 for fiscal year 2018-19.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_

FROM: MAINTENANCE (School/Dept.) VENDOR NO. 15755

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: Jet Mulch, Inc.

Address: P.O. BOX 1667 City: Capitola State: CA Zip: 95010

Phone: (866) 306-8524 Fax: ( )

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

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates July 1, 2018 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:

To install engineer wood fiber to our schools playboxes 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.






# 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 Heating & Air Conditioning

Date: June 14, 2018

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*Summary:*

Khai Heating & Air Conditioning is experienced with Allerton controllers and program settings along with HVAC units. They service and maintain all proprietary Airedale units. This includes filter change, vacuum and wipes units. Clean indoor and outdoor coils, drain pans and bird screen.

Due to the proprietary nature of the equipment, staff is recommending to contract with Khai Heating & Air Conditioning.

*Recommendation:*

Staff recommends that the Board of Trustees approve the contract with Khai Heating & Air Conditioning in the amount of \$44,000 for the 2018-2019 fiscal year.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT PURCHASING

## INDEPENDENT CONTRACTOR AGREEMENT 2018 JUN -7 PM 4:26

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 07-01-2018 to 06-30-2019  
 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:  
Maintenance and repair Airdale units 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:

Maintain all airdale units including filter change, vacuum and  
wipe units, clean indoor and outdoor coils, drain pans wherever  
accessible, clean bird screen if 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.

  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	5650	\$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.



# 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: June 14, 2018

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*Summary:*

Due to frequent vandalism resulting in broken windows, it is necessary for the District to maintain a contract with a company that is capable and responsive in providing emergency glass repairs and replacements district-wide on an as needed basis.

The District reached out to three (3) local companies and based on pricing, experience and reliability, staff is recommending to contract with Kal Glass Shop Inc.

*Recommendation:*

Staff recommends that the Board of Trustees approve the contract with Kal Glass Shop in the amount of \$44,000 for fiscal year 2018-19.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT PURCHASING

## INDEPENDENT CONTRACTOR AGREEMENT

2018 JUN -6 AM 10:36

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: 2022 Alum Rock Avenue 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 07-01-2018 to 06-30-2019
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:

Provide emergency glass repair/replacement due to vandalism at various 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:

Emergency glass repair 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:** \$ 44,000.00 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	450	8140-0	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.



# 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: June 14, 2018

*Summary:*

Due to unanticipated tree damages, it is necessary for the District to maintain a contract with a company that is capable and responsive in providing emergency tree trimming and removal on an as needed basis district-wide.

The District reached out to various companies and based on pricing, experience and reliability, staff is recommending to contract with Luke's Tree Care.

*Recommendation:*

Staff recommends that the Board of Trustees approve the contract with Luke's Tree Care in the amount of \$40,000 for fiscal year 2018-19.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT PURCHASING

## INDEPENDENT CONTRACTOR AGREEMENT

2018 JUN -7 AM 8:49

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: Lukes Tree Care

Address: 216 S. Claremont 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 07-01-2018 to 06-30-2019
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:

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.

  X   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	5815	\$40,000.00		

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

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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: June 14, 2018

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*Summary:*

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 faculty at various sites district-wide.

The District reached out to three companies and McKinley Elevator Corp. 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 \$10,000 for fiscal year 2018-19.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
PURCHASING

2018 JUN -7 PM 2:54

## 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 07-01-2018 to 06-30-2019

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:

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.

  x   c. **Other:** \$10,000.00 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
05	450	8130-0	5815	\$10,000.00		

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

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To: Hilaria Bauer, Ph.D., Superintendent

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

Re: Contract Approval- Precision Communication Systems, Inc.

Date: June 14, 2018

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*Summary:*

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 requiring the District to continue contracting with Precision Communication Systems.

*Recommendation:*

Staff recommends that the Board of Trustees approve the contract with Precision Communication Systems in the amount of \$22,000 for fiscal year 2018-19.





# 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 Communication Systems, Inc.

Address: 2005 OToole Ave City: San Jose State: CA Zip: 95131

Phone: (408) 583-8140 Fax: (408) 583-8123

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

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 07-01-2018 to 06-30-2019

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:

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.

  X   c. **Other:** \$ 22,000.00 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
05	450	8130-0	5815	\$22,000.00		

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

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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: June 14, 2018

*Summary:*

The District is required by State regulations to properly dispose of all environmental hazardous material. The District reached out to three (3) companies and based on pricing, experience and reliability staff recommends to contract with Quick Light Recycling

*Recommendation:*

Staff recommends that the Board of Trustees approve the contract with Quick Light Recycling in the amount of \$10,000 for fiscal year 2018-19.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT PURCHASING

INDEPENDENT CONTRACTOR AGREEMENT **2018 JUN 7 AM 8:55**

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 07-01-2018 to 06-30-2019  
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:  
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 ballast, fluorescent lights, 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:** \$ 10,000.00 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
05	450	8130-0	5815	\$10,000.00		

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

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To: Hilaria Bauer, Ph.D., Superintendent

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

Re: Contract Approval- R & R Refrigeration & Air Conditioning, Inc.

Date: June 14, 2018

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*Summary:*

The District has a need 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 and based on pricing, experience and reliability staff is recommending to contract with R & R Refrigeration, Inc.

*Recommendation:*

Staff recommends that the Board of Trustees approve the contract with R & R Refrigeration in the amount of \$44,000 for fiscal year 2018-19.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT PURCHASING

## 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 07-01-2018 to 06-30-2019
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:  
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:

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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) \_\_\_\_\_

5. **BUDGET CODE:**

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

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 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, Director of Maintenance, Operation & Transportation

Re: Contract Approval- San Jose Boiler Works

Date: June 14, 2018

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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 that the Board of Trustees approve the contract with San Jose Boiler Works. in the amount of \$30,000 for fiscal year 2018-19.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT PURCHASING

## INDEPENDENT CONTRACTOR AGREEMENT

2018 JUN -7 AM 9:17

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 Schallenger 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 07-01-2018 to 06-30-2019

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:

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		<i>[Signature]</i>

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, Director of Maintenance, Operation & Transportation *Kn*  
Re: Contract Approval- Silicon Valley Lockmasters, Inc.  
Date: June 14, 2018

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*Summary:*

The District has the need to maintain a contract with an experienced and reliable company that specializes in installation and repair of doors and locks on an as needed basis district-wide.

The District reached out to three (3) local locksmith companies and Silicon Valley is the only company that responded.

*Recommendation:*

Staff recommends that the Board of Trustees approve the contract with San Jose Boiler Works in the amount of \$25,000 for fiscal year 2018-19.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
PURCHASING

INDEPENDENT CONTRACTOR AGREEMENT - 7 AM 9:00

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 Lockmasters Inc.

Address: 1444 S. Main Street City: Milpitas State: CA Zip: 95035

Phone: (408) 262-2096 Fax: (408) 262-5517

SSN: \_\_\_\_\_ Fed I.D. #: 77-0324947

Contractor's License: 667096 Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates 07-01-2018 to 06-30-2019

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:

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:

To assist locksmith district-wide on rekeying doors, door 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.

  X   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		

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, Director of Maintenance, Operation & Transportation  
Re: Contract Approval- Water Quality Plumbing, Inc.  
Date: June 14, 2018

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*Summary:*

The District has experienced frequent emergency issues with plumbing, which require the need to maintain a contract with a company who can provide emergency support and repair.

We have reached out to various other plumbing companies and based pricing, experience and reliability, staff is recommending to contract with Water Quality Plumbing, Inc.

*Recommendation:*

Staff recommends that the Board of Trustees approve the contract with Water Quality, Inc. in the amount of \$44,000 for fiscal year 2018-19.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT PURCHASING

## INDEPENDENT CONTRACTOR AGREEMENT

2018 JUN -7 AM 9:02

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: 1716 Stone Ave Suite E 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 07-01-2018 to 06-30-2019

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:

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:

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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:** \$ 44,000.00 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	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.





# ALUM ROCK UNION ELEMENTARY SCHOOLS DISTRICT

2018 JUN -6 AM 8:46

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: Special Education (School/Dept.)

VENDOR NO. 207671

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: Alette Brooks DBA: Autism Workshop

Address: 6724 Landerwood Ln City: San Jose State: Ca Zip: 95120

Phone: (408) 705-6869 Fax: (408) 268-0904

SSN: 562 86-9424 Fed I.D. #: \_\_\_\_\_

Contractor's License: 763 Type: Ed. Psych Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates July 1, 2018 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:

Observation, consulting, training of Autism programs.

- 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:

Observation, consulting, training of Autism programs,  
behavior & support Psych needs

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:** \$ 125 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
<u>058</u>	<u>380</u>	<u>6512-R</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.
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

RECEIVED  
DISTRICT

2018 MAY 24 PM 3:22

## Request for Contracted Services

To: BUSINESS OFFICE Contract No.: \_\_\_\_\_ Vendor No.: \_\_\_\_\_

Special Education (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: Esther B Clark School

Address: 2280 Kenwood Ave. City: San Jose State: CA Zip: 95128

Phone: (408 ) Fax: ( )

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

CONTRACT TERM: effective dates April 15, 2018 to June 30, 2018

### CONTRACTOR'S OBLIGATION:

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

Tuition related cost for non public school

**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: \$ 233.90 per day Not to Exceed 53 days of services.

☒ b. Other: \$ Counseling, transportation = \$11,849.95 + \$ 12,396.70 basic education cost

Describe rate agreement or other costs: \_\_\_\_\_

BUDGET CODE: 08-380-1820-0-5100

### APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: [Signature] Date: 5-1-18

Director of Fiscal Services: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Board of Trustees: \_\_\_\_\_ Date: \_\_\_\_\_



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
DISTRICT

2018 MAY 24 PM 3:05

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: Special Education (School/Dept.)

VENDOR NO. 21317

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: Lozano Smith, LLP

Address: 7404 N. Spalding Ave City: Fresno State: Ca Zip: 93720

Phone: (559) 431-5600 Fax: (559) 261-9366

SSN: \_\_\_\_\_ Fed I.D. #: 80-1874383

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 7/1/18 to 6/30/19

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:

Special Education Legal consultation

- 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:

Special Education attorney to provide assistance with IEP related needs

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:** \$185-295 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
<u>08</u>	<u>380</u>	<u>1820-A</u>	<u>5810</u>	<u>75,000</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.

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

RECEIVED  
PURCHASING

2018 MAY 24 PM 3:01

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_

FROM: Special Education (School/Dept.) VENDOR NO. 16815

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: Maxim Healthcare Services, Inc. dba Maxim Staffing Solutions  
 Address: 631 River Oaks Pkwy City: San Jose State: Ca Zip: 95134  
 Phone: (408) 914-4895 Fax: (844) 845-1116  
 SSN: \_\_\_\_\_ Fed I.D. #: 52-1590951  
 Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates July 1, 2018 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:

Daily medical assistance

- 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:

Daily medical assistance for students with medical needs. LUN is necessary due to Dr's orders

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:** \$ 50 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
<u>08</u>	<u>380</u>	<u>1801-H</u>	<u>5815</u>	<u>168,000</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.

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

RECEIVED  
DISTRICT

2018 MAY 24 PM 3:18

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
FROM: Special Education (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: McArthur & Levin, LLP

Address: 637 N Santa Cruz Ave City: Los Gatos State: Ca Zip: 95030

Phone: ( ) Fax: ( )

SSN: Fed I.D. #: 77-0546838

Contractor's License: Type: Expiration:

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates July 1, 2018 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:

Special Education attorney to provide assistance with IEP Needs

- 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:

Special Education attorney to provide assistance with IEP Related needs

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
58	380	1820-0	5810	50,000		

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

RECEIVED  
FOR DISTRICT

2018 JUN -6 AM 9:01

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
FROM: Special Education (School/Dept.) VENDOR NO. 22129

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 Bully Behavioral Group, LLC  
Address: 1360 N. Winchester Blvd #4 City: San Jose State: Ca Zip: 95128  
Phone: 408-709-9214 Fax: 408-800-4019  
SSN: \_\_\_\_\_ Fed I.D. #: 90-0512413  
Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates July 1, 2018 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:

Training & Support for Students diagnosed with Autism

- 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:

Ongoing training, direct services, parent support, assessments, data analysis & program support

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
<u>02</u>	<u>380</u>	<u>1512-D-</u>	<u>5815</u>	<u>26,900</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

RECEIVED  
PURCHASING

2018 MAY 24 PM 2: 59

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: Special Education (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 S. 7th St City: San Jose State: Ca Zip: 95112

Phone: (408) 286-3400 Fax: (408) 293-0301

SSN: \_\_\_\_\_ Fed I.D. #: 94-2468731

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates July 1, 2018 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:

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 individual transportation for students with special needs

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) 350 drop 3 mile

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
08	380	1820-0-	5815	60,000		

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

RECEIVED  
JULY 18 2018

2018 MAY 18 PM 2:43

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: Special Education (School/Dept.)

VENDOR NO. 21032

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: Vista Center for the Blind & Visually Impaired

Address: 2500 El Camino Real, Ste 100 City: Palo Alto State: Ca Zip: 94306

Phone: (650) 858-0202 Fax: (650) 858-0214

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

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates July 1, 2018 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:

Orientation & Mobility

- 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:

Orientation and mobility for students with visually impaired services

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 service schedule

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>08</u>	<u>380</u>	<u>1801-H</u>	<u>5815</u>	<u>4,000</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.

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: STATE & FEDERAL (School/Dept.) VENDOR NO. 18650

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: ALEARN SILICON VALLEY EDUCATION-ELEVATE JR.

Address: 1400 Parkmoor Ave #200 City: SAN JOSE State: CA Zip: \_\_\_\_\_

Phone: (408) 521-0884 Fax: ( )

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

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates June 25, 2018 to July 20, 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: Math Intervention program for rising 3rd grade students at Dorsa & San Antonio elementary schools.

- 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:

Summer Math Intervention program for rising 3rd grade students to succeed in math for successful completion of standards essential to high school success.

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
03	360	5051	5815	\$20,000		

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

RECEIVED  
PURCHASING

2018 JUN -7 PM 3:18

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
FROM: State and Federal Department (School/Dept.) VENDOR NO. 11596

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: Durham School Services  
Address: 2601 Navistar Drive City: Lisle State: IL Zip: 60532  
Phone: ( ) Fax: ( )  
SSN: \_\_\_\_\_ Fed I.D. #: 953320487  
Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates June 18, 2018 to August 3, 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:  
Bus transportation for summer 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:

To transport students participating in the Jose Valdes Summer Math program at Evergreen Valley College and San Jose City College.

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:** 450.00 (per bus, per day) 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
03	360	5051-0	5835	\$52,200	L.CAP	

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 PURCHASING

## INDEPENDENT CONTRACTOR AGREEMENT

2018 JUN 4 AM 9:29

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: International Association for Human Values "IAHV"

Address: 2401 15th St. NW City: Wash. DC State: \_\_\_\_\_ Zip: 20009

Phone: (202) 250-3405 Fax: (\_\_\_\_\_) \_\_\_\_\_

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

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates June 15, 2018 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:  
Master Contract for Yes! For Schools Yoga 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:

Master Contract for Yes! For Schools yoga program for ARUESD schools wishing to participate in. Designed to decrease stress & negative coping habits. Long term goal is to create stress/violence free schools.

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:** \$ 5,000 (describe rate agreement) per school (or upon school agreement)

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>06</u>	<u>340</u>	<u>1190</u>	<u>5815</u>	<u>\$5,000</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 PURCHASING

## INDEPENDENT CONTRACTOR AGREEMENT 2018 JUN -6 AM 9:12

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: Alum Rock Counseling Center  
 Address: 777 N. First St. Suite 444 City: SAN JOSE State: CA Zip: 95112  
 Phone: ( ) Fax: ( )  
 SSN: Fed I.D. #: 23-7367637  
 Contractor's License: Type: Expiration:

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 7-1-18 to 6-30-19

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 individual or group therapy to students in ARUESD.

- 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 that are offered are early childhood development parent support, mentoring program, mobile crisis response, case management and community outreach.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (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. **Fiat 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.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED  
PURCHASING

2018 JUN -6 AM 9:11

## 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: Foothill Community Health Center  
Address: 2670 South White Rd City: San Jose State: CA Zip: 95148  
Phone: (408) 729-4290 Fax: ( )  
SSN: \_\_\_\_\_ Fed I.D. #: 77-044-0944  
Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 7/1/18 to 6/30/21

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 primary healthcare services for fiscal years 2018 - 2021 along with summer programming for ARUESD students.

- 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 Behavioral health counseling/assessments and small groups/ presentations with students in Alum Rock Union School District. May provide presentations to ARUESD staff as well.

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) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>03</u>	<u>540</u>	<u>32300</u>	<u>5815</u>	<u>0</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

**PURCHASING**

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: Supt. Office (School/Dept.)

VENDOR NO. 22222

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: Elma's Catering & Events

Address: 2217 Quimby Rd. City: San Jose State: CA Zip: 95122

Phone: (408) 375-0538 Fax: ( )

SSN: \_\_\_\_\_ Fed I.D. #: 47-384818

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** effective dates June 8, 2018 to June 8, 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:

Catering support for the Hubbard Media Arts Academy Film Festival

- 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:

Catering finger food and popcorn for students and families attending the Film Festival.

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:** \$ 4,643.13 (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	305	5310	5815	\$4,643.13		

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

RECEIVED  
PURCHASING

2018 JUN -7 PM 4:06

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: Superintendent's Office (School/Dept.)

VENDOR NO. 20878

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 Community Media Access - CreaTV

Address: 255 W. Julian St., Suite 100 City: San Jose State: CA Zip: 95110

Phone: (408) 295-8810 Fax: ( )

SSN: \_\_\_\_\_ Fed I.D. #: 26-2041299

Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 7/1/2018 to 6/30/2019

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:

Videotaping of board meetings - Regular mtgs only unless special request

- 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:

Membership renewal, camera operator for 12 board meetings, and editor time for each meeting.

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:** \$ 5,770 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	700	71000	5815	\$5,770		

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 PURCHASING

## INDEPENDENT CONTRACTOR AGREEMENT

2018 JUN -6 PM 3:20

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: Technology (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: IT Management Corp.  
 Address: 5201 Great America Pkwy City: Santa Clara State: CA Zip: 95054  
 Phone: (888) 970-2070 Fax: (888) 506-0606  
 SSN: \_\_\_\_\_ Fed I.D. #: 264508448  
 Contractor's License: \_\_\_\_\_ Type: \_\_\_\_\_ Expiration: \_\_\_\_\_

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 7/1/18 to 6/30/20  
 3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

- A. One line description for Governing Board Report:  
Migration to SIP trunking services.  
 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:  
Migration to SIP trunking services from its current PRI lines used for voice traffic

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:** \$ 59,874 (describe rate agreement) 2 year term

5. **BUDGET CODE:** (R1) \$34,972.44 first year (R2) 24,901.56

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>034</u>	<u>450</u>	<u>8110</u>	<u>5910</u>	<u>59,874</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.