

# **ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**

## **BOARD OF TRUSTEES**



**Regular Board Meeting  
May 14, 2020**



**Thursday, May 14, 2020  
REGULAR BOARD MEETING AGENDA**

**Type: REGULAR BOARD MEETING AGENDA**

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

**Code: Regular #15-19/20**

**PURSUANT TO GOVERNOR GAVIN NEWSON'S EXECUTIVE ORDERS NOS. N-29-20 AND N-33-20, AND IN ORDER TO NOT PREVENT, HINDER, OR DELAY APPROPRIATE ACTIONS TO PREVENT AND MITIGATE THE EFFECTS OF THE COVID-19 PANDEMIC, THE May 14, 2020, REGULAR BOARD MEETING WILL BE CONDUCTED EXCLUSIVELY VIA CONFERENCE TELEPHONE AND THROUGH "ZOOM" VIDEO CONFERENCING. THE DISTRICT OFFICE AND BOARD ROOM WILL NOT BE OPEN AND AVAILABLE FOR THE PUBLIC TO ATTEND AND PARTICIPATE IN THE BOARD MEETING AT THE DISTRICT OFFICE. MEMBERS OF THE PUBLIC MAY PARTICIPATE AND COMMENT IN OPEN SESSION THROUGH THE FOLLOWING MEANS:**

- 1. Send Email to- [publiccomment@arUSD.org](mailto:publiccomment@arUSD.org)**
- 2. Text message to phone number- 408-963-0058 (No Voicemail or No call).**
- 3. Zoom - Live Board Meeting and use "Raise Hand" function to request opportunity to make a comments.**

**4. THE ZOOM MEETING CAN BE ACCESSED AS FOLLOWS:**

**Join Zoom Meeting [https://zoom.us/j/3751832958?](https://zoom.us/j/3751832958?pwd=REJ5VmNEZXVpUn10NG1aNU83K09TdZ09)**

**[pwd=REJ5VmNEZXVpUn10NG1aNU83K09TdZ09](https://zoom.us/j/3751832958?pwd=REJ5VmNEZXVpUn10NG1aNU83K09TdZ09)**

**One tap mobile**

**+4086380968, Meeting ID:3751832958# US (San Jose)**

**+16699006833, Meeting ID:3751832958# US (San Jose)**

**THE MEETING MAY ALSO BE VIEWED THROUGH LIVE STREAM AS FOLLOWS:**

- 1. Live stream Youtube English Channel "AlumRock TV"**

- 2. Live stream - Youtube Spanish Channel**

**<https://youtube.com/channel/UChrGPK9SDiMrejGVglvgTVg>**

**In compliance with the Americans with Disabilities Act and Executive Order N-29-20, if you need Special Assistance, Disability-Related modifications or accommodation, including auxiliary aids or services, in order to participate in the Regular Board Meeting of the Board of Trustees, please contact the office of the District Superintendent at (408) 928-6822 or by email at [maribel.carrillo@arUSD.org](mailto:maribel.carrillo@arUSD.org) immediately and the district will make reasonable arrangements to ensure accommodation and electronic accessibility to this meeting.**

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

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**1.01 CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE -- BOARD PRESIDENT ERNESTO BEJARANO.**

**1.02 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.

**2. SPECIAL PRESENTATION-DISCUSSION AND CONSIDERATION ONLY (NO ACTION.)**

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**2.01 SPECIAL RECOGNITION: ARUESD 2020 Classified Employees of the Year**

**2.02 PRESENTATION: 2020-2021 Local Control Accountability Plan (LCAP) Development Update (Information Only).**

**2.03 Census 2020 representative will update the ARUESD school board and community regarding Census 2020 efforts in our community.**



### **3. PUBLIC HEARING**

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3.01 PUBLIC HEARING. Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District - Re: 2019-2020 Contract Reopeners.

3.02 PUBLIC HEARING. District's Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150; Re: 2019-2020 Reopeners.

### **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 submit a comment or request for comment as specified above. There is a two-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. SUPERINTENDENT / BOARD BUSINESS--BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)**

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6.01 Update to Resolution No. 28-19/20 and District Response to- COVID 19 Pandemic Including Status of School Closures.

6.02 Approve Resolution No. 31-19/20 ; Condemning Xenophobia and Anti Asian and Anti-Immigrant Sentiment related to COVID 19.

6.03 Approve the FCMAT Fiscal Health Risk Analysis.

6.04 Board will consider Electrician Certification Requirements for the District Projects (Information Only).

6.05 Update Re: Draft ARUESD Updated Board Governance Handbook (Information Only).

6.06 Update Superintendent Report (Information Only).

6.07 Approve Letter of Support for Undocumented Community.

6.08 Board Policy 0410, Nondiscrimination in District Programs and Activities - First Reading (Information Only).

6.09 Board Policy 5145.3, Nondiscrimination/Harassment - First Reading (Information Only).

6.10 Board Policy 5145.9, Hate-Motivated Behavior- First Reading (Information Only).

### **7. BUSINESS--BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)**

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7.01 Approve 3rd Interim Report.

7.02 Approve Prop 39 Lighting Retrofits Project Notice of Completion.

### **8. HUMAN RESOURCES-- BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)**

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8.01 Resignations (Information Only).

8.02 Approve Declaration of Need For Fully Qualified Educators for 2020/2021.

8.03 Adopt the District's Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150; Re: 2019-2020 Reopeners.

8.04 Accept Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District; Re: 2019-2020 Reopeners

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**9. CONSENT CALENDAR-- BOARD DISCUSSION AND/ OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)**

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9.01 Approve Board Meeting Minutes for the following dates: (1) January 21, 2020, Board Study Session, (2) February 13, 2020, Amended Minutes for Regular Board Meeting, (3) March 12, 2020, Regular Board Meeting and (4) March 24, 2020, Special Board Meeting.

9.02 Approve Acceptance of Donations.

9.03 Approve Acceptance of Vendor & Payroll Warrants.

9.04 Approve/Ratify Notices of Employment and Changes of Status/May 14, 2020/Human Resources Department

9.05 Quarterly Report on Williams Uniform Complaints

9.06 Approve Contracts for Professional Services - Firms/Organizations

9.07 California State Preschool Program (CSPP) Contract CSPP-9696

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**10. RECEIVE REPORTS**

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**11. FUTURE BOARD AGENDA REQUESTS**

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11.01 Requests from Board of Trustees and/or from the Public. Requests shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue. BB 9322

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**12. ADJOURNMENT**

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12.01 President adjourns the meeting.

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**13. NEXT MEETING(S)**

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13.01 June 11, 2020 (2019-20 School Year).

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

2.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: **Special Recognition - ARUESD 2020 Classified Employees of the Year**

Staff Analysis:

Staff is honored to present our 2020 Classified Employees of the Year, as follows:

1. Elizabeth Nevarez – Child Nutrition
2. Rosa Ali – Office & Technical
3. Sylvia Alcantar – Paraeducator & Instructional Assistance
4. Margaret Jimenez – Support Services & Security
5. Janet Alvarez – Transportation

Submitted by: Carlos Moran



Title: Assistant Superintendent, Human Resources

To the Board of Trustees:

**Recognition**

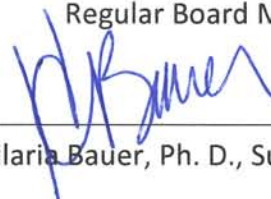
2.01

Agenda Placement

Meeting:

May 14, 2020

Regular Board Meeting



Hilaria Bauer, Ph. D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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



Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: May 5, 2020

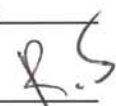
**Subject:** **PRESENTATION/INFORMATION: 2020-2021 Local Control  
Accountability Plan (LCAP) Development Update**

**Staff Analysis:** Staff will present updated information from the California Department of Education (CDE) on the process for development of the 2020/2021 LCAP and new requirements due to the Covid-19 Pandemic.

**Recommendation:** Information/Presentation

Submitted by: Sandra Garcia

Title: Director of State and Federal Programs

Approved by: Rene Sanchez 

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: May 14, 2020

Regular Board Meeting

  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

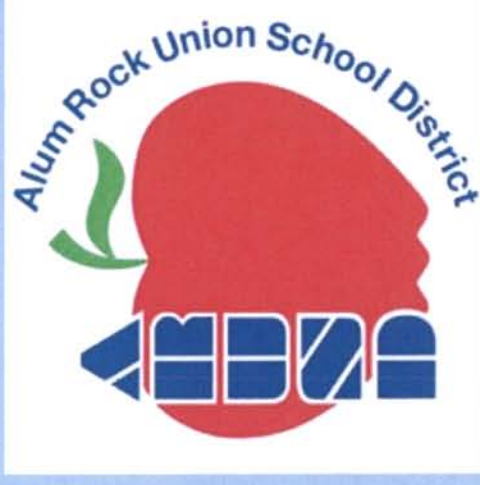
Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

# *LCAP Development Board Update*

May 14, 2020

Sandra Garcia  
Director, State and Federal Programs



# Objectives

- Update from CDE -2020/2021 LCAP development
- Share next steps in the LCAP development process





# State Governor Newsom Issues Executive Order on the 2020-21 Accountability Plan

Superintendent Tony Thurmond released the following statement:

*School districts statewide have been working hard to put distance learning platforms into place and keep their students fed. The LCAP process deadlines should not be placing additional burdens on schools, which as a result of our current climate of social distancing, cannot meaningfully engage with their community stakeholders,” Thurmond said. “The Governor’s action frees up staff time and resources for districts to focus solely on the immediate learning needs and health of our students.*

# Conditions of Executive Order N-56-20

- Extends the deadline to submit the Local Control and Accountability Plan (LCAP) and the budget overview for parents until December 15, 2020. The deadline for a county superintendent to approve the LCAP is extended until January 14, 2021.
- The requirement to utilize the recently updated LCAP template by the State Board of Education is waived for 2020/2021
- In addition, each school board will adopt a written report to the community that explains the changes their local educational agency (LEA) made to program offerings during COVID-19 and major impacts of school closures on families and students, which shall include, at a minimum, a description of how the LEA is meeting the needs of unduplicated pupils. This report can be adopted during the same meeting at which the school board adopts the annual budget, due July 1, 2020.



- The California Department of Education (CDE) shall develop a form the LEAs may use for the written report.
- School districts will submit the written report to the county superintendent of schools in conjunction with submission of the adopted annual budget.
- For the budget adopted by a school board on or before July 1, 2020, the requirements that the school board adopt a LCAP prior to adopting a budget and that the budget include the expenditures identified in the LCAP is waived
- The requirement that a county superintendent of schools shall not adopt or approve a budget before the LCAP for the budget year is approved is waived.
- Executive Order N-29-20, allows a local legislative body or state body to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public



# 2020/2021 LCAP Development Timeline

June 2020	August - October 2020	October - November 2020	December 2020
<ul style="list-style-type: none"><li>-Budget approval</li><li>-COVID 19 Response Report</li><li>-LCAP Addendum</li></ul>	<ul style="list-style-type: none"><li>-Stakeholder Input</li></ul>	<ul style="list-style-type: none"><li>•Board updates</li></ul>	<ul style="list-style-type: none"><li>•Public Hearing / Stakeholder Feedback</li><li>•Approval 2020/2021 LCAP, Budget Overview for Parents, Annual Update, Local Indicators (by December 15)</li><li>•Submit 2020/2021 LCAP to Santa Clara County Office of Education</li></ul>

## Next Steps

- Prepare COVID 19 Response Report to present for Board Approval in June
- Update LCAP Addendum to present for Board Approval in June

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

2.03

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: **Census 2020 representative will update the ARUESD school board and community regarding Census 2020 efforts in our community.**

**Information Only**

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

To the Board of Trustees:

Meeting:


May 14, 2020

Regular Board Meeting

**Information Only**

2.03

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

3.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

**PUBLIC HEARING. District's Initial Bargaining Proposal to Open Negotiations with  
Subject: Teamsters Local 150; Re: 2019-2020 Reopeners.**

Staff Analysis:

The District wishes to open negotiations with Teamsters Local 150 for 2019-2020 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 2019-2020 Reopeners for public hearing and comment.

Submitted by: Carlos Moran



Title: Assistant Superintendent, Human Resources

To the Board of Trustees:

Meeting:

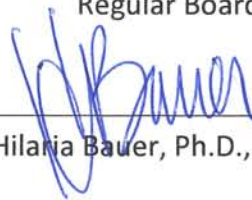
May 14, 2020

**Public Hearing**

Regular Board Meeting

3.01

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

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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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**May 8, 2020**

## **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 2019-2020 Re-opener.

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: Ernesto Bejarano, President · Corina Herrera-Loera, Vice-President  
Andrés Quintero, Clerk · Linda Chavez, Member · Dolores Márquez-Frausto, Member

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

3.02

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: 2019-2020 Reopeners.**

Staff Analysis:

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Submitted by: Carlos Moran



Title: Assistant Superintendent, Human Resources

To the Board of Trustees:

Meeting:

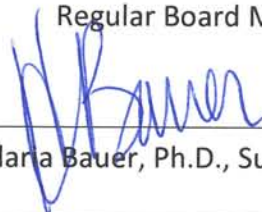
May 14, 2020

**Public Hearing**

Regular Board Meeting

3.02

Agenda Placement



Hilana Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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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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**May 8, 2020**

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Hilaria Bauer, Ph.D., Superintendent

Board of Trustees: Ernesto Bejarano, President · Corina Herrera-Loera, Vice-President  
Andrés Quintero, Clerk · Linda Chavez, Member · Dolores Márquez-Frausto, Member



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

6.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

**Subject: Update to Resolution No. 28-19/20 and District Response to- COVID 19 Pandemic Including Status of School Closures.**

**Approve**

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

To the Board of Trustees:

Meeting:

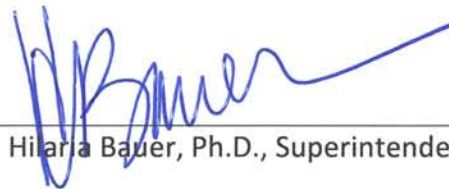
May 14, 2020

Regular Board Meeting

**Approve**

6.01

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

May 8, 2020

Dear Trustees,

The last day of school in the District is June 9, 2020. On April 29, 2020, Santa Clara County Health Officer Dr. Sara Brody issued an updated Order which extends the shelter-in-residence and social distancing requirements through May 31, 2020. As of this date there has been no indication or specific guidance that the pandemic conditions have decreased to such a degree that would allow for the safe re-opening of schools by June 9. Moreover, re-opening of schools is expected to require training to all staff in social distancing protocols and safe operational practices. For that reason, and to allow for planning by students and parents and staff, I'm recommending that distance learning remain in effect through the end of this school year.

The current Board Emergency Resolution 28-19/20 allows the superintendent to take action to:

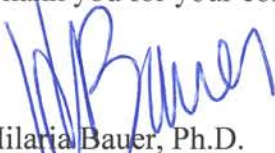
- A. To ensure and protect the welfare, safety and educational wellbeing of all students and staff;
- B. To cancel or modify any activities, programs, or courses, up to and including the temporary closure of schools and program sites effective March 16, 2020;
- C. To protect District property;
- D. To make further declarations of emergency and to take emergency action as permitted by law.

Thus, based on that broad delegation of authority, I don't believe any amendment to the current resolution is necessary. However, I'd like to notify all our stakeholders about this recommendation.

Thanks, and please let me know if you have any questions.

In a spirit of collaboration, I respectfully ask the board to accept my recommendation.

Thank you for your consideration,



Hilaria Bauer, Ph.D.  
Superintendent

Hilaria Bauer, Ph.D., Superintendent

Board of Trustees: Ernesto Bejarano, President · Corina Herrera-Loera, Vice-President  
Andrés Quintero, Clerk · Linda Chavez, Member · Dolores Márquez-Frausto, Member

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

6.02

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: **Approve Resolution No. 31-19/20; Condemning Xenophobia and Anti-Immigrant Sentiment  
Sentiment related to COVID 19.**

**Approve**

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

To the Board of Trustees:

Meeting:

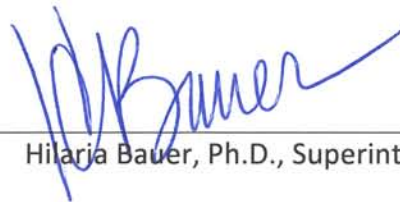
May 14, 2020

Regular Board Meeting

**Approve**

6.02

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

**A RESOLUTION OF THE BOARD OF THE ALUM ROCK SCHOOL  
DISTRICT CONDEMNING ALL XENOPHOBIC AND DISCRIMINATORY  
BEHAVIOR TOWARD THE ASIAN PACIFIC ISLANDER COMMUNITY  
ARISING FROM THE COVID-19 PANDEMIC AND AFFIRMING THE  
WELL-BEING AND SAFETY OF THE ASIAN PACIFIC ISLANDER  
COMMUNITY IN ALUM ROCK**

**Resolution # 31 19/20**

**WHEREAS**, in late December 2019, several cases of unusual pneumonia began to emerge in the Hubei province of China, and on January 7, 2020, a novel corona virus now known as COVID-19 was identified as the likely source of the illness; and

**WHEREAS**, on January 30, 2020, the World Health Organization ("WHO") declared COVID-19 a Public Health Emergency of International Concern, the United States Secretary of Health and Human Services declared a public health emergency on January 31, 2020, and the President issued a Proclamation on Declaring a National Emergency Concerning COVID-19 beginning March 1, 2020; and

**WHEREAS**, on March 4, 2020, the Governor of California proclaimed a State of Emergency (Executive Order N-25-20) to exist in California as a result of the threat of COVID-19; and

**WHEREAS**, on March 24, 2020, the Governing Board of the Alum Rock School District ("City") issued a Proclamation of Local Emergency finding that the existence and threat of COVID-19 in the community give rise to conditions of extreme peril to the safety and health of persons within the City; and

**WHEREAS**, on March 16, 2020, the Santa Clara County Public Health Officer issued an Order to all residents to shelter in place and businesses to close except for essential activities, essential services and governmental services as defined under Section 10 of the Order; and

**WHEREAS**, on March 19, 2020, the Governor issued an Order (Executive Order N-33- 20) that all individuals living in the State of California stay home or at their place of residence, except as needed to maintain continuity of operations for certain critical infrastructure sectors, to protect the public health of Californians, to mitigate the impact of COVID-19, and to ensure the healthcare delivery system is capable of serving all; and

**WHEREAS**, since the December 2019 outbreak of the COVID-19 virus in Wuhan, China, WHO reports the infection has grown to more than 1,991,562 confirmed cases and more than 130,885 confirmed deaths worldwide; and

**WHEREAS**, according to the WHO, over 604,070 cases have been reported in the United States as of April 16, 2020; and

**WHEREAS**, in 2015, the WHO issued guidance calling on media, outlets, scientists, and national authorities to avoid naming infectious diseases for locations to avoid stigmatizing groups of people, and the WHO as well as the Centers for Disease Control and Prevention recognize that naming COVID-19 by its geographic location or linking it to a specific ethnicity perpetuates stigma; and



**WHEREAS**, the use of anti-Asian terminology and rhetoric related to COVID-19, such as the “Chinese virus”, “Wuhan virus”, and “Kung-flu” is inaccurate and stigmatizing, tends to incite fear and xenophobia, and may put Asian-Americans at risk of retaliation; and

**WHEREAS**, as the COVID-19 virus has spread, numerous Asian-Americans and Pacific Islanders have reported experiencing discrimination, microaggressions, racial profiling, hate incidents, and hate violence due to fears of COVID-19; and

**WHEREAS**, in an effort to quantify and combat hate crimes targeting Asian-Americans and Pacific Islanders stemming from people’s reaction to the COVID-19 pandemic, two Bay Area groups – Asian Pacific Policy and Planning Council (“AP3CON”) and Chinese for Affirmative Action (“CAA”) created an online reporting center where people can fill out a form, currently available in English, traditional Chinese, simplified Chinese, and Korean, to report the location and type of discrimination experienced and other details; and

**WHEREAS**, AP3CON and CAA plan to use the information reported to create targeted education and media campaigns, provide resources to those affected, and advocate for policies to curb racial targeting; and

**WHEREAS**, 16% of the student population of Alum Rock School District identifies as Asian Pacific Islander and the Board wishes to condemn all xenophobic and discriminatory behavior toward the Asian Pacific Islander community arising from the COVID-19 pandemic and affirm the well-being and safety of the Asian Pacific Islander community in Alum Rock School District; and

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF THE ALUM ROCK SCHOOL DISTRICT:**

Condemns all xenophobic and discriminatory behavior toward the Asian Pacific Islander (“API”) community arising from the COVID-19 pandemic and affirms the well-being and safety of the API community.

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Absent \_\_\_\_\_ Abstain \_\_\_\_\_

**Board of Trustees:**

Ernesto Bejarano, President \_\_\_\_\_

Corina Herrera-Loera , Vice President \_\_\_\_\_

Andrés Quintero, Clerk \_\_\_\_\_

Dolores Marquez-Frausto , Member \_\_\_\_\_

Linda Chavez, 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 May 14, 2020.

\_\_\_\_\_  
Hilaria Bauer, Ph.D., Superintendent

\_\_\_\_\_  
Date

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: **Approve the FCMAT Fiscal Health Risk Analysis.**

**Approve**

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

To the Board of Trustees:

Meeting:

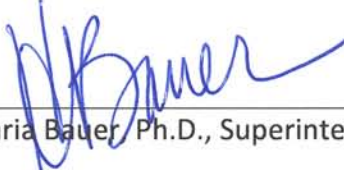
May 14, 2020

Regular Board Meeting

**Approve**

6.03

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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



Santa Clara County Office of Education

Mary Ann Dewan, Ph.D.  
County Superintendent of Schools

April 24, 2020



Dr. Hilaria Bauer, Superintendent  
Alum Rock Union School District  
2930 Gay Avenue  
San Jose, CA 95127

Dear Dr. Bauer,

The Fiscal Crisis Management Assistance Team (FCMAT) recently informed us that they would be conducting a Fiscal Health Risk Analysis (FHRA) on selected districts throughout the State. Per the 2018-19 Budget Act, FCMAT can engage automatically with an LEA to conduct a FHRA to determine the LEA's level of risk for insolvency, if the LEA has any of the following:

- A disapproved budget
- A negative interim report certification
- Three consecutive qualified interim report certifications
- A downgrade of an interim certification by the county superintendent
- A "lack of going concern" designation by the county superintendent

Since Alum Rock Union School District has had six consecutive qualified interim report certifications, FCMAT informed us they would include ARUSD on the list of districts to have an FHRA. It is my understanding that a representative from FCMAT will soon be contacting you and/or Kolvira Chheng to discuss the process further. Please let me or Dr. James Novak know if we can be of assistance.

Sincerely,

Mary Ann Dewan, Ph.D.  
County Superintendent of Schools

cc: Dr. James Novak, Chief Business Officer



## FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM STUDY AGREEMENT April 29, 2020

The Fiscal Crisis and Management Assistance Team (FCMAT), hereinafter referred to as the team, and the Alum Rock Union School District, hereinafter referred to as the district, mutually agree as follows:

### 1. BASIS OF AGREEMENT

The team provides a variety of services to local education agencies (LEAs). In accordance with the 2018-19 Budget Act, the team has been assigned to study the fiscal health of the district due to the county superintendent's agreement with the district's qualified certification of its 2019-20 second interim report per Education Code 42131. The team may include staff from FCMAT, county offices of education, the California Department of Education, other school districts, or private contractors. All work shall be performed in accordance with the terms, standards and conditions of this agreement.

The county superintendent will be notified of this agreement between the district and FCMAT and will receive a copy of the final report. The final report will also be published on the FCMAT website.

### 2. SCOPE OF THE WORK

#### A. Scope and Objectives of the Study

Prepare an analysis using the 20 factors in FCMAT's Fiscal Health Risk Analysis and identify the district's specific risk rating for fiscal insolvency.

#### B. Services and Products to be Provided

1. Orientation Meeting – If on-site review is needed, the team will conduct an orientation session at the district to brief district management and supervisory personnel on the team's procedures and the purpose and schedule of the study.
2. On-site Review – The team will conduct an on-site review at the district office and at school sites if necessary.
3. Draft Report – Electronic copies of a preliminary draft report will be delivered to the district's administration for review and comment.
4. Final Report – Electronic copies of the final report will be delivered to the district's administration and to the county superintendent following completion of the review. Printed copies are available from FCMAT upon request.

3. **PROJECT PERSONNEL**

The FCMAT study team may include:

A. *Julie Auvil*

*FCMAT Staff*

B. *John Von Flue*

*FCMAT Consultant*

4. **PROJECT COSTS**

Pursuant to the 2018-19 Budget Act, costs for the study shall be as follows:

- A. All staff member and consultant daily rates and expenses will be covered by a specific state apportionment for this purpose.
- B. **Based on the elements noted in section 2A, the total cost of the services is \$0.**

5. **RESPONSIBILITIES OF THE DISTRICT**

- A. The district will provide office and conference room space during on-site reviews.
- B. The district will provide the following items:
  - 1. Current or proposed detailed organizational charts.
  - 2. Any documents requested on a supplemental list. Documents requested on the supplemental list should be provided to FCMAT only in electronic format; if only hard copies are available, they should be scanned by the district and sent to FCMAT in electronic format. Documents should be provided in advance of fieldwork; any delay in the receipt of the requested documents may affect the start date and/or completion date of the project. Upon approval of the signed study agreement, access will be provided to FCMAT's online SharePoint document repository, where the district will upload all requested documents.
- C. The district's administration will review a draft copy of the report resulting from the study. Any comments regarding the accuracy of the data presented in the report or the practicability of the recommendations will be reviewed with the team prior to completion of the final report. All such comments should be provided to the team within five working days after receipt of the draft.

Pursuant to Education Code (EC) 45125.1(c), representatives of FCMAT will have limited contact with pupils. The district shall take appropriate steps to comply with EC 45125.1(c).

**6. PROJECT SCHEDULE**

The schedule of services will be determined jointly by FCMAT and the district.

**7. COMMENCEMENT AND COMPLETION OF WORK**

FCMAT will begin work as soon as it has assembled an available and appropriate study team consisting of FCMAT staff and independent consultants, taking into consideration other jobs FCMAT has previously undertaken and assignments from the state. The team will work expeditiously to complete its work and deliver its report, subject to the cooperation of the district and any other parties from which, in the team's judgment, it must obtain information. Once the team has completed its fieldwork, it will proceed to prepare a draft report and a final report. The district understands and agrees that FCMAT is a state agency and all FCMAT reports are published on the FCMAT website and made available to interested parties in state government. In the absence of extraordinary circumstances, FCMAT will not withhold preparation, publication and distribution of a report once fieldwork has been completed, and the district shall not request that it do so.

**8. INDEPENDENT CONTRACTOR**

FCMAT is an independent contractor and is not an employee or engaged in any manner with the district. The manner in which FCMAT's services are rendered shall be within its sole control and discretion. FCMAT representatives are not authorized to speak for, represent, or obligate the district in any manner without prior express written authorization from an officer of the district.

**9. INSURANCE**

During the term of this agreement, FCMAT shall maintain liability insurance of not less than \$1 million unless otherwise agreed upon in writing by the district, automobile liability insurance in the amount required under California state law, and workers' compensation as required under California state law. FCMAT shall provide certificates of insurance, with Alum Rock Union School District named as additional insured, indicating applicable insurance coverages upon request prior to the commencement of on-site work.

**10. HOLD HARMLESS**

FCMAT shall hold the district, its board, officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of its board, officers, agents and employees undertaken under this agreement. Conversely, the district shall hold FCMAT, its board, officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of its board, officers, agents and employees undertaken under this agreement.



**11. COVID-19 PANDEMIC**

Because of the existence of COVID-19 and the resulting shelter-in-home, local educational agency closures and other related considerations, at FCMAT's sole discretion, the Scope of Work, Project Costs, Responsibilities of District (Sections I, IV and V herein) and other provisions herein may be revised. Examples of such revisions may include, but not be limited by, the following:

- A. Orientation and exit meetings, interviews and other information-gathering activities may be conducted remotely via telephone, video conferencing, etc. References to site work, fieldwork shall be interpreted appropriately given the circumstances.
- B. Activities performed remotely that are normally performed in the field shall be billed hourly as provided as if performed in the field (excluding out-of-pocket costs).
- C. The district may be relieved of its duty to provide conference and other work area facilities for the team.

**12. FORCE MAJEURE**

Neither party will be liable for any failure of or delay in the performance of this study agreement due to causes beyond the reasonable control of the party, except for payment obligations by the district.

**13. CONTACT PERSON**

Name: Dr. Hilaria Bauer  
Telephone: (408) 928-6800  
E-Mail: [hilaria.bauer@arusd.org](mailto:hilaria.bauer@arusd.org)

---

Dr. Hilaria Bauer, Superintendent  
Alum Rock Union School District

Date



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April 29, 2020

Michael H. Fine  
Chief Executive Officer  
Fiscal Crisis and Management Assistance Team

Date

# About FCMAT

The Fiscal Crisis and Management Assistance Team (FCMAT) was created by legislation in 1991 as an independent and external state agency. FCMAT's mission is to assist California's K-14 local educational agencies (LEAs) to identify, prevent and resolve financial, operational and data management challenges by providing management assistance and professional learning opportunities.

FCMAT's services are used not just to help avert fiscal crisis, but to promote sound financial practices, support the training and development of chief business officials, and help create efficient organizational operations.

FCMAT's data management services help LEAs to meet state reporting responsibilities, improve data quality and inform instructional program decisions.

FCMAT's support has evolved based on the changing needs of K-14 LEAs and the implementation of major educational reforms.

Since its inception, FCMAT has performed more than 1,000 reviews for LEAs, including K-12 school districts, county offices of education, community colleges and charter schools. Eighty percent of FCMAT's work is the result of an LEA inviting FCMAT to perform proactive preventive services or professional learning. Twenty percent of FCMAT's work is a result of assignments by the state Legislature and oversight agencies to conduct fiscal crisis intervention, including fiscal health risk analyses (FHRAs) and extraordinary audits per Education Code section 1241.5.

FCMAT is funded through appropriations in the state budget and modest fees to requesting agencies.

## FCMAT

FISCAL CRISIS &  
MANAGEMENT  
ASSISTANCE TEAM



FCMAT  
Chief Executive Officer  
Michael H. Fine

1300 17th Street – City Centre  
Bakersfield, CA 93301-4533  
Telephone 661-636-4611  
Fax 661-636-4647  
Website: [www.fcmat.org](http://www.fcmat.org)

### CSIS

500 Capitol Mall, Suite 200  
Sacramento, CA 95814  
Telephone 916-325-9200  
Fax 916-325-9290  
Website: <http://csis.fcmat.org>

- Management Assistance and Crisis Intervention
- Professional Learning
- Fiscal Resources, Software and Publications
- Data Management



## Management Assistance and Crisis Intervention

FCMAT may be invited into a county office of education, school district, charter school or community college to provide management assistance related to the fiscal health of the LEA. FCMAT can also be assigned by the Superintendent of Public Instruction (SPI), the county superintendent of schools, the California Community Colleges Board of Governors or the state Legislature to provide assistance with a fiscal crisis or management challenge.

Based on the 2018-19 Budget Act, FCMAT also can engage automatically with an LEA to conduct a fiscal health risk analysis (FHRA) to determine the LEA's level of risk for insolvency, if the LEA has a disapproved budget; a negative interim report certification; three consecutive qualified interim report certifications; a downgrade of an interim certification by the county superintendent; or a "lack of going concern" designation by the county superintendent.

When a request or assignment is received, FCMAT works closely with the LEA to define the scope of work, assemble a team, conduct on-site fieldwork and provide a written report with findings and recommendations to help identify and resolve issues, overcome challenges and plan for the future.

## Fiscal Resources

### Projection-Pro Software

Projection-Pro is a free online multiyear financial projection software service built from the ground up for California's local educational agencies, including school districts, county offices of education, charter schools and oversight agencies.

The software is designed to build a foundational multiyear and cash flow projection based on best practices and statewide assumptions. The data created initially by the software will contain many elements of a quality projection. LEAs then customize the projection with local information to produce a complete projection. The results can be used by LEAs in preparing budgets, interim reports and year-end financial reports, and in performing "what if" scenarios for collective bargaining, LCAP planning and other analyses.

For more information or to request services, visit [www.fcmat.org](http://www.fcmat.org) and click on "request our services," or call (661) 636-4611.

## Special Education Monitoring Tool

FCMAT has developed a monitoring tool for special education expenditure and contribution trends, enabling district business offices (and county offices conducting reviews) to quickly assess their monitoring of contribution rates, identification rates, staffing/caseload analysis and NPS/NPA costs.

### SCFF Calculator and Help Desk

The Student Centered Funding Formula (SCFF) Calculator and Online Help Desk have been produced to assist community colleges as they transition to the SCFF, and to assist in budget development and fiscal projections. FCMAT will provide the field with updates to the tool as warranted.

### LCFF Calculator and Help Desk

The Local Control Funding Formula (LCFF) Calculator, Online Help Desk and associated resources continue to reflect FCMAT's committed support to users related to the LCFF. FCMAT continues to provide the field with updates to the tool as warranted.

### Fiscal Health Risk Analysis

FCMAT has developed the Fiscal Health Risk Analysis as a tool to help evaluate an LEA's fiscal health and risk of insolvency in the current and two subsequent fiscal years. Versions are available for K-12 and for community colleges. Each section of the analysis covers key aspects of organizational health.

### Indicators of Risk or Potential Insolvency

FCMAT has compiled the list of indicators of risk or potential insolvency to assist both K-12 and community college districts in recognizing indicators that may eventually contribute to an LEA's insolvency and loss of local control. The existence of any one of the indicators increases risk and the need for assistance from outside agencies. Identifying issues early is the key to maintaining fiscal health.

### Accounting Controls Risk Analysis

FCMAT has developed the Accounting Controls Risk Analysis as a management tool to evaluate key indicators that may assist a county office of education in determining whether a fiscally accountable or fiscally independent school district has adequate accounting controls to maintain its status.

## Professional Learning Services

FCMAT's professional learning services support FCMAT's mission to help LEAs identify, prevent and resolve financial, operational and data management challenges and help build capacity in school business leadership.

Professional learning includes regional and entity-specific workshops; various leadership preparation programs; written resources, manuals and guides; and product development. FCMAT delivers and partners with other organizations in quality professional learning for county offices, K-12, community college and charter school personnel.

FCMAT continues to develop and provide numerous publications, software tools, workshops and professional learning opportunities to help LEAs operate more effectively and fulfill their fiscal oversight and data management responsibilities.

### CBO Mentor Program

FCMAT's Chief Business Official (CBO) Mentor Program is a year-long experience designed to produce qualified CBOs. The program consists of classroom training, and each participant is assigned an experienced CBO or recognized expert in the field to serve as a mentor and provide one-on-one support and assistance as needed.

In addition to the CBO Mentor Program, FCMAT supports all of the statewide leading CBO preparation programs by providing staff instructors or assisting financially to lower the cost to attendees.

## Publications

FCMAT has developed and continues to update a number of publications to assist LEAs in their many responsibilities, including: the Associated Student Body Manual, Fraud Prevention Guide and Desk Reference; the Fiscal Oversight Guide; the COE Fiscal Procedural Manual; and the Charter School Accounting and Best Practices Manual.

## Data Management

The California School Information Services (CSIS) division of FCMAT assists the California Department of Education (CDE) with the implementation of the California Longitudinal Pupil Achievement Data System (CALPADS). CSIS also hosts and maintains the Ed-Data website ([www.ed-data.org](http://www.ed-data.org)) and provides technical expertise to the Ed-Data partnership: the CDE, EdSource and FCMAT.

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: **Board will consider Electrician Certification Requirements for the District Projects.**

**Information Only**

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

To the Board of Trustees:

Meeting:

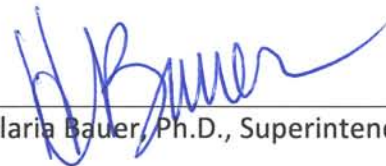
May 14, 2020

Regular Board Meeting

**Information Only**

6.04

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

6.05

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: **Update Re: Draft ARUESD Updated Board Governance Handbook.**

**Information Only**

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

To the Board of Trustees:

Meeting:

May 14, 2020

Regular Board Meeting

**Information Only**

6.05

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

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

6.06

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: **Update Superintendent Report.**

**Information Only**

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

To the Board of Trustees:

Meeting:

May 14, 2020

Regular Board Meeting

**Information Only**

6.06

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

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

6.07

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: **Approve a letter of Support for the Undocumented Community.**

**Approve**

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

To the Board of Trustees:

Meeting:

May 14, 2020

Regular Board Meeting

**Approve**

6.07

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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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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May 8, 2020

Honorable Gavin Newsom  
Governor, State of California  
State Capitol Sacramento, CA 95814

## **Re: Immediate Relief for Undocumented Workers**

Dear Governor Newsom,

We write to you on behalf of elected officials representing communities across the Bay Area about urgent policy action that is needed now to ensure that over 3 million undocumented Californians - including over 500,000 Bay Area residents - are supported to safely shelter in place and care for their families during the COVID-19 pandemic.

California's early leadership in announcing a Shelter In Place order was critical to slow the spread of COVID-19 across our state. However, many of our neighbors and community members are left out of the supports that are necessary to make sheltering in place possible.

At a time when so many have lost work and wages, nearly one in ten California workers are excluded from income support and other critical COVID-19 relief measures recently enacted by our federal government because of their immigration status. Undocumented immigrants cannot access federal relief like the stimulus check or file for state unemployment insurance, even though they contribute over \$3 billion in taxes to our state's public support system.

Furthermore, undocumented Californians have been disproportionately impacted by the COVID-19 crisis. Many work in industries where work simply cannot be done from home - including restaurants, retail, construction, domestic care, agriculture, day labor, and housekeeping. Even before this crisis, many immigrant families struggled to make ends meet; over half live at or below 150% of the poverty level. For undocumented workers who have lost their jobs in the coronavirus outbreak, rent and bills continue to pile up with no relief in sight.

This loss of income means that despite local efforts to pass moratoriums on evictions, families who rely on the wages of undocumented workers will continue to owe back-rent and other bills at a time when they are barred from working. Even once our shelter-in-place orders are lifted, families with undocumented workers will be at enormous risk of eviction, acquiring insurmountable debt or being pushed into homelessness.

Undocumented immigrants are woven deeply into the fabric of our communities - caring for and providing essential services that power California every single day. But they have been cut out of the essential safety net that all of us depend on to stay strong. No one should be left behind

---

Hilaria Bauer, Ph.D., Superintendent

Board of Trustees: Ernesto Bejarano, President · Corina Herrera-Loera, Vice-President  
Andrés Quintero, Clerk · Linda Chavez, Member · Dolores Márquez-Frausto, Member



because of their immigration status - during a crisis or ever. The health of our entire state depends on a support system that includes everyone.

Our state government has already demonstrated strong leadership on issues affecting immigrant communities. As we work to ensure a healthy California for all, we must act now so that our undocumented community is not left behind. Time is of the essence: as every week passes, undocumented residents are having increasing difficulty paying for basic necessities.

Accordingly, we join with the California Assembly Latino Caucus and advocates across the state in calling for our state government to immediately take the below actions:

1. Create and fund a "Disaster Relief Fund" no later than May 1, 2020 housed within and administered by the Employment Development Department (EDD) for undocumented workers who are unable to work as a result of the COVID-19 pandemic, either because of a lay-off, reduction in hours, a shelter-in-place order, or because they are taking care of a child whose school or childcare facility has closed due to the current pandemic.
2. In support of this fund, allocate additional substantial resources to Community Based Organizations that are geographically diverse serving the undocumented community in order to assist families in need in accessing and navigating available supports.
3. Remove the prohibition on immigrant filers for the California Earned Income Tax Credit (EITC) and Young Child Tax Credit (YCTC), thereby extending access to all income eligible workers in the state.
4. Extend Medi-Cal benefits to all low-income undocumented adults.
5. Commit to establish a permanent income replacement program within the Employment Development Department for individuals who do not otherwise qualify for unemployment benefits, but who are unemployed through no fault of their own. This fund would be administered separately from UI, but using the same criteria for determining the duration, amount, and timing of benefits.

Thank you for your leadership and attention to this critical issue. We look forward to working with you and other state leaders to bring these proposals into reality.

Sincerely,

Hilaria Bauer, Ph.D.  
Superintendent

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Hilaria Bauer, Ph.D., Superintendent

Board of Trustees: Ernesto Bejarano, President · Corina Herrera-Loera, Vice-President  
Andrés Quintero, Clerk · Linda Chavez, Member · Dolores Márquez-Frausto, Member

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

6.08

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: **DISCUSSION/ACTION: Board Policy 0410, Nondiscrimination in District Programs and Activities – First Reading**

Attached is the first reading for Board Policy 0410, Nondiscrimination in District Programs and Activities.

Recommendation:

Staff recommends approval of first reading.

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting:

May 14, 2020

**Recommend Approval**

Regular Board Meeting

6.08

Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

# Alum Rock Union ESD

## Board Policy

### Nondiscrimination In District Programs And Activities

BP 0410

#### Philosophy, Goals, Objectives and Comprehensive Plans

The Board of Trustees is committed to providing equal opportunity for all individuals in education district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression, or genetic information; at the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 1240 - Volunteer Assistance)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

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

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

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

(cf. 6178 - Career Technical Education)

(cf. 6200 - Adult Education)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in



accordance with law. 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 race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

(cf. 3540 - Transportation)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5145.13 - Response to Immigration Enforcement)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in each announcements, bulletins, catalogs, application forms, or other recruitment materials distributed to these groups by the district. The notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

and, when required by law, in a language other than English.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations.



When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 - Animals aAt School)

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall ensure that the district provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, notetakers, written materials, taped text, and Braille or large--print materials. \_

(cf. 6020 - Parent Involvement)

Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program, or meeting.

(cf. 6020 - Parent Involvement)

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

The individual(s) identified in AR 1312.3 - Uniform Complaint Procedures as the employee(s) responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Director of Human Resources

2930 Gay Avenue

San Jose, CA 95127

(408) 928-6835

Superintendent

2930 Gay Avenue

San Jose, CA 95127

(408) 928-6805

Director of Special Education

2930 Gay Avenue

San Jose, CA 95127

(408) 928-6950

Director of Student Services

2930 Gay Avenue

San Jose, CA 95127

(408) 928-6945

Human Resources Director

(title or position)

2930 Gay Avenue, San Jose, CA 95127

(address)

(408) 928-6835

(telephone number)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48980 Parental notifications

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

GOVERNMENT CODE

8310.3 California Religious Freedom Act

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

~~11138 Rules and regulations~~

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-~~4687~~ 4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29



794 Section 504 of the Rehabilitation Act of 1973  
UNITED STATES CODE, TITLE 42  
2000d-2000d-7 Title VI, Civil Rights Act of 1964  
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended  
2000h-2000h-6 Title IX  
12101-12213 Americans with Disabilities Act  
CODE OF FEDERAL REGULATIONS, TITLE 28  
35.101-35.190 Americans with Disabilities Act  
36.303 Auxiliary aids and services  
CODE OF FEDERAL REGULATIONS, TITLE 34  
100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI  
104.1-104.39 Section 504 of the Rehabilitation Act of 1973  
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:  
106.9 Dissemination of policy

#### Management Resources:

#### CSBA PUBLICATIONS

[Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016](#)

[Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011](#)

[Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010](#)

#### [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](#)

#### [CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS](#)

[California Law Prohibits Workplace Discrimination and Harassment](#)

#### [U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS](#)

[Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016](#)

[Dear Colleague Letter: Title IX Coordinators, April 2015](#)

[Dear Colleague Letter, May 26, 2011](#)

[Dear Colleague Letter: Harassment and Bullying, October 2010](#)

[Notice of Non-Discrimination, Fact Sheet, August 2010](#)

[Dear Colleague Letter: Electronic Book Readers, June 29, 2010](#)

[Notice of Non-Discrimination, January 1999](#)

[Protecting Students from Harassment and Hate Crime, January 1999](#)

[Nondiscrimination in Employment Practices in Education, August 1991](#)

#### [U.S. DEPARTMENT OF JUSTICE PUBLICATIONS](#)

[2010 ADA Standards for Accessible Design, September 2010](#)

[Accessibility of State and Local Government Websites to People with Disabilities, June 2003](#)

#### [WORLD WIDE WEB CONSORTIUM PUBLICATIONS](#)

[Web Content Accessibility Guidelines, December 2008](#)

#### [WEB SITES](#)

[CSBA: http://www.csba.org](http://www.csba.org)

[California Office of the Attorney General: http://oag.ca.gov](http://oag.ca.gov)

[California Department of Education: http://www.cde.ca.gov](http://www.cde.ca.gov)

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>  
Safe Schools Coalition: <http://www.casafeschools.org>  
Pacific ADA Center: <http://www.adapacific.org>  
U.S. Department of Education, Office for Civil Rights:  
<http://www.ed.gov/about/offices/list/ocr>  
U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act:  
<http://www.ada.gov>  
U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>  
World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>  
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS  
Notice of Non-Discrimination, January 1999  
Protecting Students from Harassment and Hate Crime, January 1999  
Nondiscrimination in Employment Practices in Education, August 1991  
WEB SITES  
CSBA: <http://www.esba.org>  
California Department of Education: <http://www.cde.ca.gov>  
Safe Schools Coalition: <http://www.casafeschoolscoalition.org>  
Pacific ADA Center: <http://www.adapacific.org>  
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Policy ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
adopted: July 2, 2013 San Jose, California  
Revised: May 14, 2020



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

6.09

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: **DISCUSSION/ACTION: Board Policy 5145.3, Nondiscrimination/Harassment – First Reading**

Attached is the first reading for Board Policy 5145.3, Nondiscrimination/Harassment.

Recommendation:

Staff recommends approval of first reading.

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting:

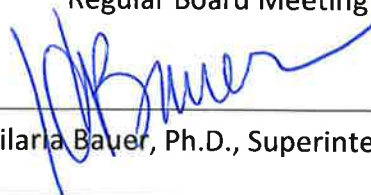
May 14, 2020

**Recommend Approval**

Regular Board Meeting

6.09

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

# Alum Rock Union ESD

## Board Policy

### Nondiscrimination/Harassment

BP 5145.3

#### Students

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

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

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

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

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

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

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

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

Unlawful discrimination also includes disparate treatment of students based on one of the categories

above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

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

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

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

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

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

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)  
(cf. 4119.21/4219.21/4319.21 - Professional Standards)  
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)  
(cf. 5144 - Discipline)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)  
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))  
(cf. 5145.2 - Freedom of Speech/Expression)

#### Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address,

and prevent repetitive prohibited behavior in district schools.

(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination  
48900.3 Suspension or expulsion for act of hate violence  
48900.4 Suspension or expulsion for threats or harassment  
48904 Liability of parent/guardian for willful student misconduct  
48907 Student exercise of free expression  
48950 Freedom of speech  
48985 Translation of notices  
49020-49023 Athletic programs  
51500 Prohibited instruction or activity  
51501 Prohibited means of instruction  
60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

PENAL CODE

422.55 Definition of hate crime  
422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

432 Student record  
4600-~~4687~~-4670 Uniform complaint procedures  
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972  
12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended  
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.31 Disclosure of personally identifiable information  
100.3 Prohibition of discrimination on basis of race, color or national origin  
104.7 Designation of responsible employee for Section 504  
106.8 Designation of responsible employee for Title IX  
106.9 Notification of nondiscrimination on basis of sex

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567  
Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130



Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

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

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

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

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

FIRST AMENDMENT CENTER PUBLICATIONS

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

~~NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS~~

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

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

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

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, Fact Sheet, August 2010

January 1999

WEB SITES

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

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

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

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

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

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

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

Policy ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

adopted: July 2, 2013 San Jose, California

Revised: November 9, 2017

Revised: May 14, 2020

670

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: **DISCUSSION/ACTION: Board Policy 5145.9, Hate-Motivated Behavior – First Reading**

Attached is the first reading for Board Policy 5145.9, Hate-Motivated Behavior.

Recommendation:

Staff recommends approval of first reading.

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting:

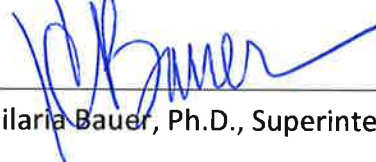
May 14, 2020

**Recommend Approval**

Regular Board Meeting

6.10

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

### Hate-Motivated Behavior

BP 5145.9

Students

The Governing Board is committed to providing a safe learning environment that protects students from discrimination, harassment, intimidation, bullying, and other behavior motivated by a person's hostility towards another person's real or perceived ethnicity, national origin, immigrant status, sex, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic. The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents if they occur.

~~In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.~~

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

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5131- Conduct)

(cf. 5131.2 - Bullying)

(cf. 5131.5 - Vandalism and Graffiti)

(cf. 5136 - Gangs)

(cf. 5137 - Positive School Climate)

(cf. 5141.52 - Suicide Prevention)

(cf. 5145.3 - Nondiscrimination/Harassment)

~~(cf. 5147 - Dropout Prevention)~~(cf. 5145.7 - Sexual Harassment)

~~(cf. 5149 - At Risk Students)~~

The Superintendent or designee shall collaborate with regional programs and community organizations to promote safe environments for youth. Such collaborative~~These~~ efforts shall be focused on ensuring~~providing~~ an efficient use of district and community resources, developing effective prevention strategies and response plans, providing assistance to students affected by hate-motivated behavior, and/or educating students who have perpetrated hate-motivated acts.



(cf. 1020 - Youth Services)  
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)  
(cf. 1700 - Relations Between Private Industry and the Schools)  
(cf. 5148.2 - Before/After School Programs)  
~~(cf. 5148.3 - Preschool/Early Childhood Education)~~  
~~(cf. 6020 - Parent Involvement)~~

The district shall provide students with age-appropriate instruction that includes the development of social-emotional learning, promotes their to help promote an understanding of and respect for human rights, diversity, and acceptancetolerance in a multicultural society and to provides strategies to manage conflicts constructively.

(cf. 5138 - Conflict Resolution/Peer Mediation)  
(cf. 6142.3 - Civic Education)  
(cf. 6142.4 - Service Learning/Community Service Classes)  
(cf. 614~~2~~.94 - History-Social Science Instruction)

~~The Superintendent or designee shall ensure that staff receive training on recognizing hate-motivated behavior and on strategies to help respond appropriately to such behavior.~~

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

As necessary, the district shall also provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee shall ensure that the rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are provided to students and parents/guardians.

The Superintendent or designee shall provide staff with training on recognizing and preventing hate-motivated behavior and on effectively enforcing rules for appropriate student conduct.

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

#### Complaint Process Grievance Procedures

~~Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the Coordinator for Nondiscrimination/Principal.~~

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is strongly encouraged to report the incident to a teacher, the principal, or other staff member.



Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the principal or the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, he/she shall also contact law enforcement.

(cf. 3515.3 - District Police/Security Department)

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

Upon receiving such a complaint, the Coordinator/Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 – Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation.

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5131 – Conduct)

(cf. 5144 - Discipline)

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

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

(cf. 5145.7 – Sexual Harassment)

Staff who receive notice of hate-motivated behavior or personally observe such behavior shall notify the Coordinator/Principal, Superintendent or designee, and/or law enforcement, as appropriate.

(cf. 3515.3 – District Police/Security Department)

(cf. 4158/4258/4358 – Employee Security)

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

(cf. 6164.2 – Guidance/Counseling Services)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 School safety plans  
48900.3 Suspension for hate violence  
48900.4 Suspension or expulsion for threats or harassment  
PENAL CODE  
422.55 Definition of hate crime  
422.6 Crimes, harassment  
CODE OF REGULATIONS, TITLE 5  
4600-~~4687~~-4670 Uniform ~~c~~Complaint ~~p~~Procedures  
4900-4965 Nondiscrimination in elementary and secondary education programs  
CODE OF FEDERAL REGULATIONS, TITLE 28  
35.107 Nondiscrimination on basis of disability; complaints  
CODE OF FEDERAL REGULATIONS, TITLE 34  
100.3 Prohibition of discrimination on basis of race, color or national origin  
104.7 Designation of responsible employee for Section 504  
106.8 Designation of responsible employee for Title IX  
110.25 Prohibition of discrimination based on age

#### Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL PUBLICATIONS ADVISORIES  
Bullying at School, 2003

California Student Safety and Violence Prevention – Laws and Regulations, April 2004

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

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

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

Dear Colleague Letter: Harassment and Bullying, October 2010

Dear Colleague Letter: Prohibited Disability Harassment, July 2000

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS & NATIONAL ASSOCIATION OF ATTORNEYS GENERAL PUBLICATIONS

Protecting Students from Harassment and Hate Crime: A Guide for Schools, 1999

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Preventing Youth Hate Crimes: A Guide for Schools and Communities, 1997

#### WEB SITES

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

California Association of Human Relations Organizations: <http://www.cahro.org>

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

~~National Youth Violence Prevention Resource Center: <http://www.safeyouth.org>~~

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

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

U.S. Department of Justice, ~~Community Relations Service: <http://www.usdoj.gov/ers>~~

<https://www.justice.gov>

adopted: July 2, 2013 San Jose, California  
Revised: May 14, 2020

FIRST READING



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

7.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES**

To the Board of Trustees:

**Subject:** Third Interim Financial Report – Fiscal Year 2019-2020

**Staff Analysis:** In accordance with Education Code 42130, 42131(a)(1) and (2), school districts filing a qualified or negative certification for the Second Interim Report are required to prepare a Third Interim Report, for the period ending April 30. This report evaluates whether or not the district is able to meet its financial obligation for the remainder of the fiscal year, and also to meet any multi-year commitments.

**Recommendation:** Staff recommends approval by the Board of Trustees of the Third Interim Financial Report.

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

To the Board of Trustees:

Meeting: May 14, 2020  
Regular Board Meeting

**Recommend Approval**

7.01

Agenda Placement



Hilana 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 TRUSTEES**

To the Superintendent of Schools:

Date: May 14, 2020

**Subject:** Prop 39 Lighting Retrofits Project Notice of Completion

**Staff Analysis:** The Prop 39 Lighting Retrofits Project at Chavez, Arbuckle, Fischer, Meyer, Linda Vista, McCollam, Ocala and Cassel is completed. To formally close the contract, a *Notice of Completion* needs to be filed with the Santa Clara County Recorder to reflect the status.

The original contract value was \$2,823,023.00 and the final contract value is now \$2,823,023.00.

**Recommendation:** Staff recommends that the Board approve the Notice of Completion document with ENGIE Services Contract, and the release of all retention monies will be issued thirty five (35) calendar days after the Notice of Completion has been recorded.

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

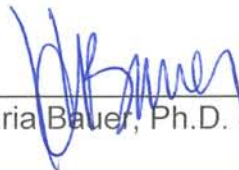
To the Board of Trustees:

Meeting: May 14, 2020  
Regular Board Meeting

**Recommended Approval**

7.02

Agenda Placement



Hilaria Bauer, Ph.D. Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

After Recording, Return to:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
Purchasing Department  
2930 GAY AVENUE  
SAN JOSE, CA 95127

Issue Without Fee Under  
Section 6103, Government Code

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## NOTICE OF COMPLETION

**NOTICE IS HEREBY GIVEN** in accordance with the provisions of Civil Code Section 3093, the Alum Rock Union Elementary School District of Santa Clara County, State of California, acting by and through its Governing Board, entered into a contract on **April 11, 2019**, with **ENGIE Services Contract**, whose address is at **4020 Moorpark Avenue, Suite 100, San Jose, CA 95117** for the **Prop 39 Lighting Retrofits Project** at **Chavez Elementary, Arbuckle Elementary, Fischer Middle, Meyer Elementary, Linda Vista Elementary, McCollam Elementary, Ocala Middle and Cassel Elementary**, all in accordance with Plans and Specifications therefore adopted by said Governing Board and upon the terms and conditions set forth and identified by said written contract.

**NOTICE IS FURTHER GIVEN** that the work provided to be done under said contract was completed on the **7<sup>th</sup>** day of **April 2020**.

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

**DATED** this **14<sup>th</sup>** day of **May 2020**.

By: \_\_\_\_\_  
Ernesto Bejarano  
President, Board of Trustees

## VERIFICATION

State of California  
County of Santa Clara

Andres Quintero, being first duly sworn, deposes and says:

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

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

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

\_\_\_\_\_  
Andres Quintero, Clerk, Board of Trustees



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 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: Carlos Moran



Title: Assistant Superintendent, Human Resources

To the Board of Trustees:

**Information Only**

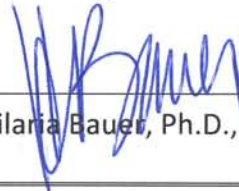
8.01

Agenda Placement

Meeting:

May 14, 2020

Regular Board Meeting



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**

**May 14, 2020**

**CLASSIFIED RESIGNATIONS:**

**I. Resignations:**

- |                            |  |            |
|----------------------------|--|------------|
| 1. Duong, Jacqueline Thien | Autism Intervention Assistant/Special Education Services | 06/10/2020 |
| 2. Jimenez, Maria Eugenia  | Child Nutrition Assistant II/Meyer                       | 04/10/2020 |

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

**May 14, 2020**

**CERTIFICATED RESIGNATIONS:**

**I. Resignations:**

1. Corea, Devin	RSP/Aptitud Community at Goss	06/10/2020
2. DeSimone, Vito	Adapted PE/Special Education Dept.	06/09/2020
3. Dhami, Manmit	SDC/Sheppard Middle School	06/30/2020
4. Dumpson, Claudia	5/ADELANTE Academy II	06/09/2020
5. Perez-Carrillo, Jennifer	1 Bilingual/ADELANTE Academy I	06/10/2020
6. Ramirez-Garcia, Kayleen	Psychologist/Special Education Dept.	06/12/2020
7. Rivas, Allison	SDC/Cureton Elementary	06/10/2020
8. Robinson, Amanda	Core/Sheppard Middle School	06/10/2020
9. Shelton, Jennifer	1/Dorsa Elementary	06/09/2020
10. McDowell, Deborah	3/Lyndale Elementary	03/31/2020
11. Serrano, Martha	3-B/Adelante Academy I	06/30/2020

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

8.02

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: **Approve Declaration of Need For Fully Qualified Educators for 2020/2021**

Staff Analysis:

This is required to meet the procedures for issuing and renewing emergency permits consistent with Title V regulations pertaining to Section 80026 Declaration of Need for Fully Qualified Educators. The Declaration will ease the paperwork previously required for each individual statement of need, and instead provide a single statement to be submitted annually to the Commission on Teacher Credentialing.

Recommendation:

District administration is recommending that the Board of Trustees declare the need for fully qualified educators.

Submitted by: Carlos Moran  Title: Assistant Superintendent, Human Resources

To the Board of Trustees:

Meeting:

May 14, 2020

**Recommend Approval**

Regular Board Meeting

8.02

Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion

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

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

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

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

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





State of California  
Commission on Teacher Credentialing  
Certification Division  
1900 Capitol Avenue  
Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2020-21

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Alum Rock Union Elementary School District District CDS Code: 69369

Name of County: Santa Clara County CDS Code: 43

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 14 / 2020 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

#### ► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2021.

Submitted by (Superintendent, Board Secretary, or Designee):

Hilaria Bauer, Ph.D.

Superintendent

*Name*

*Signature*

*Title*

408 928-6416

408 928-6805

05/14/2020

*Fax Number*

*Telephone Number*

*Date*

2930 Gay Avenue, San Jose, CA 95127

*Mailing Address*

hilaria.bauer@arUSD.org

*E-Mail Address*

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____ <i>Name</i>	_____ <i>Signature</i>	_____ <i>Title</i>
_____ <i>Fax Number</i>	_____ <i>Telephone Number</i>	_____ <i>Date</i>
_____ <i>Mailing Address</i>		
_____ <i>E-Mail Address</i>		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	20
Bilingual Authorization (applicant already holds teaching credential)	15
List target language(s) for bilingual authorization: Spanish, Vietnamese	
Resource Specialist	5
Teacher Librarian Services	

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	20
Single Subject	15
Special Education	25
TOTAL	60

#### **EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

#### **EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? Yes ☒ No ☐

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program? Yes ☒ No ☐

If yes, how many interns do you expect to have this year? 15

If yes, list each college or university with which you participate in an internship program.

San Jose State University, National University, Loyola Marymount University, Santa Clara University

\_\_\_\_\_  
\_\_\_\_\_

If no, explain why you do not participate in an internship program.

\_\_\_\_\_  
\_\_\_\_\_



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

8.04

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: 2019-2020 Reopeners**

Staff Analysis:

District administration is recommending that the Board of Trustees accept Teamsters Local 150 initial proposal for 2019-2020 Reopeners as presented and direct the Superintendent and/or designee to begin negotiations.

Submitted by: Carlos Moran



Title: Assistant Superintendent, Human Resources

To the Board of Trustees:

**Recommend Approval**

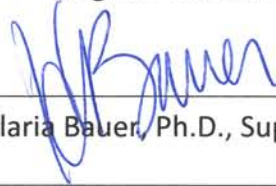
8.04

Agenda Placement

Meeting:

May 14, 2020

Regular Board Meeting



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, CALIF 95823  
TELEPHONE (916) 392-7070 FAX 392-7675



AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

March 28, 2020

*Via Certified Mail 7012 3460 0000 2543 8461,  
First Class Mail and FAX (408) 928-6416*

Hilaria Bauer  
Superintendent  
ALUM ROCK 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 third-year reopener agreement to the current CBA. Please accept the following as our specific proposals for the third-year reopener of the contract year July 1, 2017-June 30, 2020 which we said we would share in writing. The specific articles are listed below and are as we shared with the District when we closed the prior year's bargaining.

### **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 even 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 a 401k for all bargaining unit employees. Add annual contributions by the District for all employees over 15 years of service.

Subsequent to the completion of bargaining for the current year of the Collective Bargaining we would like to reopen the Collective Bargaining Agreement for wages, benefits and all other articles of the Contract for the successor (2020-2023) contract. It will be the intent of Local 150 to submit those proposals to the District at a later date. Given the COVID-19 Stay at Home Guidelines and that the District is essentially shut down for most of its operations this will be given to the District once District operations resume and our members are all back to work.

Please sunshine this document at the earliest possible date. Please contact this office to arrange a mutually agreeable time and place to begin negotiations and obviously in compliance with health and safety guidelines related to the COVID 19 pandemic. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Alan Dawie

Business Representative

AD/ea

cc: Mario Contreras, Secretary-Treasurer, Local 150

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

9.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

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

- Amended January 21, 2020, Board Study Session
- Amended February 13, 2020, Regular Board Meeting
- March 12, 2020, Regular Board Meeting
- March 24, 2020, Special Board Meeting

**RECOMMEND APPROVAL**

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting:

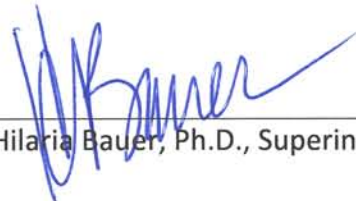
May 14, 2020

Regular Board Meeting

**Recommend Approval**

9.01

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

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

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

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



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

**MINUTES OF A SPECIAL BOARD MEETING & BOARD TRAINING**  
**BOARD OF TRUSTEES**  
**of the Alum Rock Union School District**  
**Held on Tuesday, January 21, 2020, 6:30 p.m. at the Alum Rock Union School**  
**District Office Board Room, 2930 Gay Avenue, San Jose, CA 95127**  
**Meeting #10-19/20**

**1. OPEN SESSION**

**1.01 Call to Order / Roll Call**

President Ernesto Bejarano welcomed everyone in the audience. President Ernesto Bejarano called the Board Meeting to order at 6:33 p.m. followed by Roll Call.

Board Members Present:

Ernesto Bejarano	President
Corina Herrera-Loera	Vice-President
Andrés Quintero	Clerk
Dolores Marquez-Frausto	Member
Linda Chavez	Member

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Carlos Moran	Assistant Superintendent, Human Resources
Kolvira Chheng	Assistant Superintendent, Business Services
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

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

**1.01 Call to Order / Roll Call**

President Ernesto Bejarano said there was a quorum and he read the agenda to the audience.

**2. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD**

**2.01 Requests to Address the Board**

There were no public comments from the audience at this time.

**3. Board Trustees—Topic of Study And Consideration [NO ACTION]**

**3.01 Review and discussion regarding District Facilities Assessment and facilities planning issues.**

Superintendent Bauer introduced Assistant Superintendent Chheng and Mr. Matt Anderson, RA of The Bureay Veritas Group Company.

Assistant Superintendent Chheng said the Assessment was done during the spring of 2018 and things might have changed since.

Mr. Matt Anderson said there are different reports to get data out differently.

Mr. Matt Anderson provided a presentation on the District Facilities Assessment and some of the highlights included the following:

**Facility Condition Index**

- 1) FCI is a metric for overall building condition
- 2) FCI= Cost of needed repairs divided by the current replacement value of the building, as a percentage:
  - 0-5% = Good
  - 5-10% = Fair
  - 10% plus = Poor

**Board Trustees—Topic of Study And Consideration [NO ACTION] (continued)**

**Categorization of Repair Needs**

- 1) Safety- An observed or reported unsafe condition that if left unaddressed could result in an injury; a system or component that presents a potential liability risk.
- 2) Performance/Integrity- Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses a risk to overall system stability.
- 3) Accessibility- Does not meet ADA, UFAS, and or other handicap accessibility requirements.
- 4) Environmental- Improvements to air or water quality, including the removal of hazardous materials from the building or site.
- 5) Modernization/Adaptation- Conditions, systems, or spaces that need to be upgraded in appearance or function to meet current standards, facility usage, or client/occupant needs.
- 6) Lifecycle/Renewal- Any component or system in which future repair or replacement is anticipated beyond the next several years and/or is of minimal substantial early-term consequence.

**Repairs By Plan Type**

1) Safety	\$418,596
2) Performance/Integrity	\$14,368,126
3) Accessibility	\$803,768
4) Environmental	\$3,745
5) Modernization/Adaptation	\$22,046,072
6) Lifecycle/Renewal	\$120,150, 482

President Ernesto Bejarano asked Mr. Anderson if the emergency services look at the district signs.

Mr. Andreson replied that the fire department is trained to know the location but the ambulance may not know.

Member Dolores Marquez-Frausto said a few years ago the water faucets were bad and the district was taking water bottles to the schools.

Superintendent Bauer replied that some of the water faucets were replaced and the district does provide water bottles to the schools when there is a heatwave.

**Board Trustees—Topic of Study And Consideration [NO ACTION] (continued)**

Superintendent Bauer said to the Board that there are 5 million dollars for facilities. She said eventually the administration will need direction on how to use the funds.

Member Linda Chavez said she would like to see the facilities to see how bad they are.

Mr. Anderson replied that it could be arranged.

Clerk Andr s Quintero asked Mr. Anderson if in his experience working with other school districts has there been some that may have safety issues but cannot address them because the budget does not allow them to spend.

Mr. Andreson replied some schools have safety issues and cannot address them because of the budget.

Member Dolores Marquez-Frausto requested to have a modernization sheet all by itself.

Mr. Anderson replied that yes he could do that.

President Ernesto Bejarano asked auditor about whether our current panels could handle solar energy or if they would need to be replaced in order to accommodate solar inputs. He asked whether solar companies would cover the cost of installation of electrical panels.

Mr. Anderson said it would depend on conversations with the solar company.

President Ernesto Bejarano said in terms of assessment is there any value to going to each site knowing we can do that on our own.

Mr. Anderson replied that the Board can do it on their own but there are reoccurring things. He said it is electrical for the older schools and the play area there are cracks on the pavement.

President Ernesto Bejarano asked of the Board members had any questions.

Member Dolores Marquez-Frausto commented this is the first time that she has seen this packet. She said she would like to have more time to study it.

Member Linda Chavez asked if Mr. Anderson tell the Board which is the worse school that needs to be addressed in terms of safety.

Mr. Anderson said he could break down the safety costs and the electrical is the worse.



**Board Trustees—Topic of Study And Consideration [NO ACTION] *(continued)***

Member Linda Chavez asked what is the worse school that needs to be addressed.

Mr. Anderson replied at the time he did the assessment Chavez was the worse but since then there have been repairs done and in terms of electrical it is Ryan.

President Ernesto Bejarano directed staff to engage with solar companies that have approached us to inquire whether their installation costs could include the installation of new electrical panels.

Superintendent Bauer said eventually the Board can direct the staff to bring a program manager to handle all these pieces of raw data. She commented to the Board whomever they decide to bring us a program manager can guide the staff and set up timelines.

Clerk Andrès Quintero said he appreciated the information given regarding the schools. He said there is a large asset that became the property of Alum Rock years ago, the MACSA building. He commented it is falling apart every single day and deteriorating. He asked staff how deep did the district get into the MACSA building.

Superintendent Bauer said she was turning it over to Assistant Superintendent Chheng for him to give the new Board members information about the MACSA building.

Member Dolores Marquez-Frausto asked Superintendent Bauer what direction did she hear from the Board.

Superintendent Bauer replied to bring an RFQ to the Board for a program manager, hopefully in February 2020.

Assistant Superintendent Chheng said in terms of the MACSA building the district has gone through many phases identifying things that need to be done. He said DSA bid out the cost of the repairs and when the bids came back the cost was close to 7 million dollars. He said the work needed to stop the project because there were no finances to finish the project. He commented the district spent 630 thousand on the MACSA building alone.

Clerk Andrès Quintero said the district has 5 million dollars to work with. He asked if the district can go with the entire work or can it begin with phases and will DSA negotiate with the district.

Assistant Superintendent Chheng said there is a couple of options to consider. He said the district would need to go with an architect. He said after speaking to other CBO's there are options to do it in phases.

Clerk Andrès Quintero said theoretically it should be less than 400 hundred thousand.

**Board Trustees—Topic of Study And Consideration [NO ACTION] *(continued)***

Assistant Superintendent Chheng said the district needs an architect to come in and review the original design from the original proof and what has changed due to the vandalism.

Member Dolores Marquez-Frausto asked Assistant Superintendent Chheng what kind of damage has been made. She commented she cannot picture what the damage is that there is a need for an architect. She said she does not understand why to move forward on something when we do not have money. She said unless you can tell me the district is going to sell bonds or do an issuance. She asked can the district do that.

Assistant Superintendent Chheng replied it is at the Board's discretion.

Member Dolores Marquez-Frausto asked Assistant Superintendent Chheng to respond to what his recommendation is.

Assistant Superintendent Chheng replied he thinks there need to be precautionary things that need to be looked at. He said there is a certain step before the district issues bonds. He said the district needs to work with a National Advisor and a Bond consultant.

Superintendent Bauer said as a staff they cannot assure the Board that there are not going to have cost. She said that there are 5 million dollars in the bank and the district needs to be mindful of the budget. She commented there are several things before the Board that need to be considered and the MACSA building needs to be included.

Clerk Andr s Quintero said the State of California handed the MACSA building to the district and the district spent money on the gym. He said now it is the district's responsibility to take care of the MACSA building.

Vice-President Corina Herrera-Loera said she agrees to take care of the safety items first and to hold off on the electrical panels.

Clerk Andr s Quintero said East Side Union High School District did a deal with Chevron incorporating panels.

Counsel Rogelio Ruiz said East Side Union High School District owns solar pods heating system. He said it was a specifically negotiated deal that included some infrastructure into the electrical systems. He said the government allows school districts and government agencies to entry in energy conservation what is called Energy Conservation Contracts. He said the government gives a lot of discretion on how to design those contracts there are public hearings requirements. He commented if the vendor shows that the district came meet the threshold level of savings then the Board can authorize that type of contract.

**Board Trustees—Topic of Study And Consideration [NO ACTION] *(continued)***

Member Dolores Marquez-Frausto asked Counsel Rogelio Ruiz if he could tell her how the taxpayer would know what the cost is.

Counsel Rogelio Ruiz replied it is a transparent process, the government requires that there will be a public hearing on this and the notice of public hearing needs to be issued a couple of weeks before the hearing.

Member Dolores Marquez-Frausto asked what did Counsel Rogelio Ruiz estimate the cost to have solar panels installed would be for the schools K-8.

Counsel Rogelio Ruiz replied it was way beyond his scope of work to estimate the cost. He said if the district would be interested in solar panels, he suggested the district pursue an RFQ. He said the district could invite firms to submit proposals.

Member Linda Chavez said Engie submitted a proposal for solar panels for 20 years. She said in 20 years the equipment would be obsolete why not get something for 10 years.

Counsel Rogelio Ruiz said at East Side Union High School District they did the solar first and it was based on energy savings cost. He said solar panels have a useful life of 25 years.

Member Linda Chavez asked how much did the system cost East Side Union High School District.

Counsel Rogelio Ruiz replied the total combined cost was in two separate phases two years apart. He said the cost was between 40 to 42 million dollars but it was for 11 sites. He said at that time when the solar panels were installed there were 25 to 26 thousand students twice the size of Alum Rock School District.

President Ernesto Bejarano asked if we were able to set up a contract with a solar company to include the upgrade of our electrical panels, if we would essentially be saving that money for repairs from our budget. The auditor confirmed that if a contract like that was set up, then that would be 1.4 million dollars of our own money that we would not have to spend on repairs.

Mr. Dave Baldwin Director of Engie stated that we would not pay a dime for the system, we would save approximately \$400k annually, and if there are high priority (safety) electrical systems that we needed to be replaced, that is something that their company knows how to do and that they would replace them

**Board Trustees—Topic of Study And Consideration [NO ACTION] *(continued)***

Mr. Baldwin said the difference is that East Side Union High School District purchased their system and what Engie is proposing is a power service arrangement. He said the district does not need to pay a dime for the system and the district's electric rate enables you to save 400 hundred thousand.

Member Dolores Marquez-Frausto said the Board should focus what was posted for the community and not to speak on something that has not been posted.

Vice-President Corina Herrera-Loera said she agreed that there should not be a conversation about the solar right now but she is open to hearing about the solar panels because she does not know anything about solar panels.

Clerk Andr s Quintero said he felt comfortable getting information about the solar panels and the decisions made should be based on obtaining more information.

Member Linda Chavez said there was a proposal last year where the district was going to go into debt for 37.7 million and Santa Clara County Office of Education turned it down. She said after a year the cost has gone up 6 to 7%.

President Ernesto Bejarano asked Member Linda Chavez to be more specific to what she is talking about.

Member Linda Chavez said she had a meeting with Superintendent Bauer and Assistant Superintendent Chheng where she was asked if Engie's proposal could be put on the agenda. She said the district could not afford it and Santa Clara County of Education had turned it down.

Member Dolores Marquez-Frausto said to Counsel Rogelio Ruiz that solar was not on the agenda. She asked if the Board could have this discussion in a public meeting.

Counsel Rogelio Ruiz replied according to the Brown Act a general description does not have to be specific or precise. He said the facilities assessment does include electrical issues which are a safety issue.

President Ernesto Bejarano asked Counsel Rogelio Ruiz if it was fine to ask general questions to Mr. Baldwin.

Counsel Rogelio Ruiz replied that it was fine as long as it is related to the electrical issues that are in the facility assessment.



**Board Trustees—Topic of Study And Consideration [NO ACTION] *(continued)***

President Ernesto Bejarano asked Mr. Baldwin if there is differentiation on solar panels and electrical panels.

Mr. Baldwin replied one-way panels are necessary to be replaced when a solar system goes in but if there is a need.

Member Linda Chavez asked if the district could provide the paperwork given by Engie regarding solar because she was the only one that saw it.

Assistant Superintendent Chheng said Engie provided several presentations but he can look. Member Linda Chavez replied this was not a presentation it was paperwork shown to her regarding solar.

President Ernesto Bejarano said if this could be brought offline because there is a lot of confusion.

Vice-President Corina Herrera-Loera said the Board needs to go down the list and regardless the children's safety comes first.

Superintendent Bauer said the intention for the Board Study Session is to become familiar with the situation of the sites and she appreciates the questions about the MACSA building. She said now the Board knows how things are. She said the district does need a program manager.

Member Dolores Marquez-Frausto said the district should not plan anything until they speak to a financial advisor. She commented the community should have input in this and it should be transparent.

President Ernesto Bejarano said it becomes an issue of prioritizing among the other stuff a limited budget. He said the panels are identified as a high priority. He said there should be more time to explore those costs.

Member Linda Chavez said once the district has a project manager they would be able to tell the Board better what is a high priority. She said first the district should start with the RFQ and how soon can that be out.

Clerk Andrés Quintero said first of all Board President he would like to speak about transparency. He said publicly agendaized meeting is available to any member of the public whether they live or do not live in the Alum Rock School District. He said the public can speak if they choose to.

Mr. Anderson said there is some electrical that is old but is still working. He said he did not see any problems with the panels.

**Board Trustees—Topic of Study And Consideration [NO ACTION] (continued)**

Clerk Andrès Quintero said if the Board does not address this because they are holding off then the district can be in a worse situation because of the safety issues. He said he understands staff is saying not to move too fast but if the Board layouts their priorities safety is the priority. He said the district cannot do anything without a project manager. He commented MACSA is one of our assets.

Assistant Superintendent Chheng said 879 thousand was spent on repairs for the MACSA building.

Clerk Andrès Quintero said the cost of the repairs of the MACSA building was close to a million dollars so it behooves the district to make sure of it. He said the MACSA building needs to be stabilized and it should be accessible to the district's kids.

President Ernesto Bejarano said that is has become clear a program manager is key. He said the Board does not have that level of expertise.

Member Dolores Marquez-Frausto said that taxpayers should be included. She asked Superintendent Bauer if she layoff the prior program manager.

Superintendent Bauer replied that the Director of Facilities Mr. Louie Moran's contract was terminated.

Counsel Rogelio Ruiz said the 39 month rehire list is the consideration of the position he las held but according to Superintendent Bauer he was the Facilities Director and he was not an employee. He said if the district decides to hire a project manager that would be different than a facility director. He said he recommends an RFQ or an RFP for a project manager.

Member Dolores Marquez-Frausto said the program manager will be paid out of the 5 million dollars that would bring the money further down. She said that is how the district got into a 14 million dollar deficit and now the 9 million dollar deficit.

President Ernesto Bejarano said the direction has been given to staff to look hiring a program manager and counsel does not seem to see a problem with it. He said he does not see why the Board should not continue with the path they are in now.

Clerk Andrès Quintero said the direction has been given to staff to obtain an RFQ and the district should ask how to move forward with the MACSA building.

Superintendent Bauer said the guidance that was given tonight Assistant Superintendent Chheng can do some research in regards to DSA.

**Board Trustees—Topic of Study And Consideration [NO ACTION] *(continued)***

Assistant Superintendent Chheng said the district would need direction from the Board at some point in terms of the process the Board would like to interview the company itself.

Member Lind Chavez said it would be better to have the staff interview the companies and then bring a recommendation to the Board.

Member Dolores Marquez-Frausto said for the record this is Board business and the Board should select the companies.

**Public Comment**

- 1) Flor De Leon said the school knows what is a priority.

Director Dan Flores from MOT said last year 5 schools were supposed to get air conditioning units last summer and it did not happen. He said he knows safety is first but this is for the comfort of the students. He mentioned that Assistant Superintendent Chheng has been working on this but when the Board makes those decisions if they can make this a priority.

Vice-President Corina Herrera-Loera said she saw this on the report and asked what are the 5 schools that need air conditioning units.

Director Dan Flores replied that Cureton, Ryan, and Russo were 90% done but the ones that need it are McCollam, Adelante II, Arbuckle, and Ocala. He said Ocala does not have any heating or air conditioning.

President Ernesto Bejarano asked Mr. Anderson if air conditioning is classified as safety.

Mr. Anderson relied not on safety but short term repairs but if there are plugin heaters could be a safety issue.

#### **4. Adjournment**

##### **4.01 President Adjourns the Meeting**

President Ernesto Bejarano adjourned the meeting at 8:39 p.m.

Respectfully submitted,

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Andrés Quintero  
Board Clerk  
mc



**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, February 13, 2020, 5:30 p.m. at the Alum Rock Union School  
District Office Board Room, 2930 Gay Avenue, San Jose, CA 95127  
Meeting #11-19/20**

**1. OPEN SESSION**

**1.01 Call to Order/Roll Call/Pledge of Allegiance**

President Ernesto Bejarano welcomed everyone in the audience. President Ernesto Bejarano called the Board Meeting to order at 5:30 p.m. followed by Roll Call.

Board Members Present:

Ernesto Bejarano	President
Corina Herrera-Loera	Vice-President <i>(arrived late at 5:32 p.m.)</i>
Andrés Quintero	Clerk <i>(arrived late at 5:32 p.m.)</i>
Linda Chavez	Member
Dolores Marquez-Frausto	Member

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Carlos Moran	Assistant Superintendent, Human Resources
Kolvira Chheng	Assistant Superintendent, Business Services
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

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

### **1.01 Call to order/Roll Call/Pledge of Allegiance**

President Ernesto Bejarano said there was a quorum.

President Ernesto Bejarano said there were several requests made to move agenda items.

President Ernesto Bejarano asked the Board members if there were any requests to move agenda items.

President Ernesto Bejarano asked to move items 8.01 and 8.02 before item 6.01.

Clerk Andrés Quintero commented to move item 8.01 before the closed session because he feels that there will be more public comment on this item.

Member Dolores Marquez-Frausto said she is not in favor of moving the item 8.02 before closed session. She said there should be comments made by both the public and the Board.

President Ernesto Bejarano replied that there would be discussion from both the Board and the public. He said this item is for discussion only, not action.

President Ernesto Bejarano commented to move the items after the closed session because the closed session will be short.

Member Linda Chavez commented that the items should be addressed beforehand because there is the staff that is on the clock.

Clerk Corina Herrera-Loera apologized for being late. She said her suggestion is to have Public Comment for 20 minutes and she does not feel the need to rush through the items.

President Ernesto Bejarano asked if she was referring to items 4.01 or 8.02.

Vice-President Corina Herrera-Loera said it was important for her to hear the parent's comments and this would allow the parents to speak if they need to leave early.

President Ernesto Bejarano asked what item Vice-President Corina Herrera-Loera was speaking of.

Vice-President Corina Herrera-Loera replied she was speaking about item 4 non agendized items for community members to speak.

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

Vice-President Corina Herrera-Loera said she agrees with what President Ernesto Bejarano said. She would like to have parents speak before the Board goes to closed session.

Member Linda Chavez said there has been discussion on this item and there will not be a vote. This is a discussion only. She asked if the Board can go to closed session and be respectful of the staff's time because there are things that the Board needs to make decisions on.

President Ernesto Bejarano said there is a proposal to move items 8.01 and 8.02 before item 6.01. He said everything else stays the same.

There was consensus from the Board.

Vice-President Corina Herrera-Loera said moving forward, she requests to have 20 minutes for Public Comment before closed session.

President Ernesto Bejarano called for order from the audience.

President Ernesto Bejarano said there would be a 5-minute break to regain order.

President Ernesto Bejarano called the meeting back to order. He said upon speaking to Counsel Rogelio Ruiz, the Board is going to closed session.

## **2. Closed Session**

### **2.01 Announcement and Public Comments Regarding Items to be Discussed In Closed Session**

President Ernesto Bejarano announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

### **2.02 Recess To Closed Session: The Board will recess to Closed Session at approximately 5:35 p.m. Open session will resume approximately 1 ½ hours after the start of Closed Session.**

President Ernesto Bejarano announced that the Board would reconvene to Open Session in approximately 1 ½ hours. The Board adjourned to Closed Session at 5:43 p.m.

### **3. RECONVENE TO OPEN SESSION**

#### **3.01 Call to Order / Roll Call**

The Board reconvened to Open Session at 7:39 p.m. President Ernesto Bejarano welcomed everyone and took a second Roll Call in which all Board Members were present. There was a quorum.

President Ernesto Bejarano said he is proposing to move items 8.01 and 8.02 after item 4.01 non agendized Public Comment.

President Ernesto Bejarano said there is no report of closed session items at this time.

### **4. Public Members Who Wish to Address the Board**

Public Comments:

- 1) Olivia Ortiz said to consider moving Public Comment before going to Closed Session. She said the Board had mentioned they would like to see parents at the Board Meetings but it is really hard for parents to be here for two to three hours. She said hopefully the Board can consider this because kids need to go to school.
- 2) Deliza Gonzalez said there is a new Board but they are going to the old tactics. She said parents are arriving early to make comments but are unable to because they have to leave. She commented the students are bringing in the money and without the students there would be no district. She said parents are getting mad and looking for other options.

President Ernesto Bejarano said he would like to take the responsibility of putting this proposal on the table on the agenda today because his colleagues had brought this to his attention.

- 3) Flor De Leon said she sends out emails to the Board and there is no response to her email. She said she keeps on asking the Board to move Public Comment before the Board goes to closed session. She commented the parents do not participate because they say the Board takes too long during the Closed Session. She asked the Board to please consider moving Public Comment before going to Closed Session.



## **8. Superintendent/Board Business—Board Discussion And/ Or Action**

### **8.01 Update Regarding Board Governance Handbook.**

Superintendent Bauer said she was working on finding the old Board Governance Handbook and was unable to locate it. She was asked to check on a presentation of Board Term Limits with Santa Clara County Office of Education and CSBA. She commented she received a response from CSBA recommending a New Beginnings Training. This training will consist of the Board Governance Handbook, mission and vision statement. She said they will also include Board Term Limits. She commented the cost for this training is 2,700 plus travel fees. She respectfully asked the Board to direct staff and approve this type of training.

**MOTION #01-11 by Member Linda Chavez to have the Superintendent look into the action item 8.01 so we can get the Good Beginnings Governance Handbook and work on the handbook mission, a vision statement. MOTION #01-11 was seconded by President Ernesto Bejarano for the purpose of discussion.**

Clerk Andrés Quintero said he appreciates the research the administration has done but due to the financial constraint the district has, he hesitates to do this. He feels the handbook is necessary and Counsel Rogelio Ruiz can work with a template from another school district in order for the district to have their Governance Handbook.

Vice-President Corina Herrera-Loera said there have been agencies who are willing to give a presentation to the Board regarding term limits. She commented she feels Board Term Limits is more pressing than the Board Governance Handbook.

Superintendent Bauer said she reached out to Santa Clara Office of Education Superintendent Dewan regarding the term limit presentation that staff had offered. She said Superintendent Dewan mentioned she felt that the staff had spoken out of their enthusiasm and willingness to provide a term limit presentation, but the Santa Clara County Office of Education is not the best agency to provide these types of training. She said Superintendent Dewan recommended to reach out to CSBA because their focus is on Board issues

Member Linda Chavez said eleven months ago she and Superintendent Bauer brought this to the Board and no one voted on it. She said now it is being reintroduced because the Board needs to put a plan and strategy for the district to move forward. She said term limits were just a bonus to do the training, but she is still not in agreement to spend money on term limits. She said if the community wants term limits, they need to raise money.

President Ernesto Bejarano said he wants to see if he is understanding his colleague's thought process regarding term limits she feels terms limits are more pressing right now and she does not want to rush through the Board Governance Training. He said he is wondering what is the pressing issue on term limits. He commented the Board is under no obligation or audit recommendation to do term limits. He said there is a recommendation to complete the Board Governance Handbook.

## **8. Superintendent/Board Business—Board Discussion And/ Or Action** *(continued)*

President Ernesto Bejarano said he wants to see if he is understanding his colleague's thought process regarding term limits is more pressing right now and she does not want to rush through the Board Governance Training. He said he is wondering what is the pressing issue on term limits. He commented the Board is under no obligation or audit recommendation to do term limits. He said there is a recommendation to complete the Board Governance Handbook. He said that the Board term limits are an important issue to some segments of our community. He said a decision like this is wide-ranging and long term. He commented he would like to take time with it.

Vice-President Corina Herrera-Loera said parents are seeking a response from the Board to term limits. She commented she pushed to have it in the January 2020 Board Meeting Agenda and it was taken off. She said the community has been waiting for months for a response on term limits.

Member Dolores Marquez-Frausto said she will not be speaking on term limits because it is not the item the Board is on. She said this is historical because she is going to agree with her colleague Clerk Andrés Quintero. She commented she does not want to spend any more money when there is a 9 million dollar deficit and there are going to be cut. She said the Board should pay Counsel Rogelio Ruiz to ensure the Board Governance Handbook can be done using other templates.

Member Linda Chavez requested that the Board move on with the vote since there is a second on the floor.

President Ernesto Bejarano said there is a motion on the floor to approve. He said direction has been given to staff to inform the Board of term limits.

Member Linda Chavez said she had asked for the Governance Handbook, vision & mission statement and somehow term limits were tagged on. She said this was not what she requested to be on the agenda. She commented to have the Board Governance Handbook completed to know what guidelines to follow.

Superintendent Bauer commented she sent out an email to CSBA asking about training for term limits. She said CSBA responded by saying what would be best would be to have a New Beginnings workshop to create a Board Governance Handbook and the norms of the handbook would discuss term limits. She said she wanted to be very clear for the Board to know how this came to be.

## **8. Superintendent/Board Business—Board Discussion And/ Or Action *(continued)***

Vice-President Corina Herrera-Loera said she overheard President Ernesto Bejarano say if term limits were dealt with now the Board would not need to discuss item 8.02. She asked Counsel Rogelio Ruiz if the Board was able to discuss 8.02 because she wanted to speak on this item.

President Ernesto Bejarano replied to Vice-President Corina-Herrera-Loera that item 8.02 will be heard.

Public Comments:

- 1) Frank Chavez commented it was obvious that the Board needed a Board Governance Handbook because of the way they were handing this item. He told the Board they need to learn how to govern.

**AMENDED MOTION #02-11 by Member Linda Chavez to support the Good Beginnings workshop in the amount of \$2,700.00 plus travel for the Governance Handbook, mission and vision statement. MOTION #02-11 was seconded by President Ernesto Bejarano.**

*MOTION #02-11 failed with a vote of 1 in favor; four opposition (Member Dolores Marquez-Frausto, Clerk Andrés Quintero, Vice-President Corina Herrera-Loera and President Ernesto Bejarano); no absent; and no abstention.*

**MOTION #03-11 by Clerk Andrés Quintero to have general counsel look into best practices in other districts and put together a handbook. MOTION #03-11 was seconded by Member Linda Chavez.**

Vice-President Corina Herrera-Loera asked if the staff would be able to put the Governance Handbook together and show it to Counsel Rogelio Ruiz for him to review.

**AMENDED MOTION #04-11 by Clerk Andrés Quintero to direct staff to come up with the Governance Handbook based on other templates and to use the current mission and vision statement we have in place knowing full well how it is written. MOTION #04-11 was seconded by Member Linda Chavez.**

**AMENDED MOTION #05-11 by Clerk Andrés Quintero to direct staff to create a Governance Handbook with the current mission and vision statement we have.**

Clerk Andrés Quintero said staff will be gathering our comments and moving in that direction. He said he motion he made was very general and the staff will bring a handbook knowing full well the conversations the Board had.

## **8. Superintendent/Board Business—Board Discussion And/ Or Action** *(continued)*

Superintendent Bauer commented that what she is hearing from the Board is that the district needs to be very frugal. She said she has collected samples of Board Governance Handbooks and she will be sending them to the Board. She commented that Counsel Rogelio Ruiz is an amazing resource but his time adds up pretty fast versus paying \$2,700.

Member Linda Chavez commented that there are other places where money can be saved. She said regarding the Board Governance Handbook, vision and mission statement the Board does not need to be frugal.

Member Dolores Marquez-Frausto asked Superintendent Bauer to mark the ones that mirror the district population and demographics.

Clerk Andrés Quintero said given the importance of the handbook, there is a need to dedicate a short study session. He said before the study session, the staff would have compiled various options of sample Board Governance Handbooks that mirror the district. He commented the Board has taken on heavier tasks like the hiring of the Superintendent.

President Ernesto Bejarano asked about the cost difference between having the staff or legal counsel work on the Board Governance Handbook versus having CSBA do it at a cost of \$2,700 plus travel.

Counsel Rogelio Ruiz replied that he does not see this as being time-intensive. He said it is just about needing a form that works by incorporating the Board's vision and mission statement.

Member Dolores Marquez-Frausto commented she was told the process of doing the Board Governance Handbook sounds complicated, but after hearing Counsel Rogelio Ruiz explain it, it sounds simpler.

President Ernesto Bejarano said a short study session is warranted. He said whatever CSBA would bring to the Board, it would be missing the specific things that the Board would feel would be important.

Clerk Andrés Quintero commented the Board would be well prepared to have a 1 ½ study session and move forward.

President Ernesto Bejarano asked Clerk Andrés Quintero if what he has said encompasses his motion and if he could repeat his motion.



## **8. Superintendent/Board Business—Board Discussion And/ Or Action *(continued)***

**AMENDED MOTION #06-11 by Clerk Andrés Quintero to give direction to staff to create a Governance Handbook and we will go ahead and move forward with a short maximum of 2 hours study session General counsel will review the final. MOTION #06-11 was seconded by President Ernesto Bejarano.**

Superintendent Bauer said she will be sending recommendations of Governance Handbooks to be considered at the Study Session. She said once the Board has chosen one then she will send it to legal for review.

Public Comment:

- 1) Natalie Ball said she is a parent and it is almost 8:30 pm. Some of the audience has not even had dinner. She asked the Board to be more conscious of this.

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

### **8.02 Board Term Limits (Information Only)**

Superintendent Bauer said she had already provided information regarding this item. She said Santa Clara County Office of Education respectfully declined the request and she had already read the response from CSBA.

Vice-President Corina Herrera-Loera said there was a recent email sent to the Board regarding doing a presentation regarding term limits. She said she wants to make a motion to have an action item placed for the March 2020 Board meeting regarding term limits.

President Ernesto Bejarano commented that this item is not for action.

Vice-President Corina Herrera-Loera asked Counsel Rogelio Ruiz how she can move forward to place term limits as an action item to be heard at the March 2020 Board Meeting.

Counsel Rogelio Ruiz replied the Board has a Board Bylaw that allows a Board member to ask for an action item to be added to the agenda.

Vice-President Corina Herrera-Loera said she had just asked President Ernesto Bejarano to have this item added for the next Board Meeting and he replied this was not the place to do that.

Counsel Rogelio Ruiz said if a Board member asked to have an item to be added to the agenda there could be three Board members who can call out a Special Board Meeting for further action.

## **8. Superintendent/Board Business—Board Discussion And/ Or Action** *(continued)*

Vice-President Corina Herrera-Loera asked if, at this point, she could call for a Special Board Meeting.

Counsel Rogelio Ruiz replied that she could request a Special Board Meeting or three Board Members can call out a Special Board Meeting.

Vice-President Corina Herrera-Loera said she is requesting to put the item on the agenda for the March 2020 Board meeting.

Counsel Rogelio Ruiz replied to specify that it will be for action.

President Ernesto Bejarano said he would like to go back to his original request to have the staff bring the Board a package of information that speaks to what the fiscal implications are regarding a decision like this in a school district and what the impact is on children including families. He said he has done his research and it is clear what he thinks about this. He commented that part of the community has set forth its thoughts about what the Board should do.

Vice-President Corina Herrera-Loera is in agreement with President Ernesto Bejarano that we should have all the information in order to make a vote to make a decision. She said her recommendation is to have the presentation in order to have the Board hear the same information. She said the presentation can be given at the March 2020 Board Meeting and the agenda item can be for action after the presentation has been heard.

Superintendent Bauer said the information requested is not something she can put it together. She said there are people who are prepared to do that. She said she would like to ask Counsel Rogelio Ruiz about the presentation together with the pros and cons of having term limits. She said she is not sure she can do this and bring the Board justice. The Board will have questions. She commented she is trying to be very transparent. She said she is respectfully asking the Board to consider this.

Vice-President Corina Herrera-Loera said the Board received an email from Tom Collins who is willing to do a presentation regarding term limits.

President Ernesto Bejarano mentioned he also received the same email. He said the presentation does not offer him the information he needs on what would make more sense for the district. He said he would like a third party opinion.

Vice-President Corina Herrera-Loera commented she is willing to bring someone that could answer President Ernesto Bejarano's questions.

## **8. Superintendent/Board Business—Board Discussion And/ Or Action** *(continued)*

Clerk Andrés Quintero said he made his position very clear back in the November 2019 Board Meeting. He commented that he is concerned about bringing on Tom Collins to do a presentation because he has stated his position. He said he would like someone that is neutral. He said he understands why the Santa Clara Office of Education did not want to do the presentation because they do not have term limits themselves. He said he is not opposed to term limits. He said he supports 3 to 4-year term limits, but less than that, he does not. He commented the Board needs a healthy mix of those who have experience and those coming in to be well trained.

Member Dolores Marquez-Frausto said to Somos parents that they have been very faithful holding the Board accountable. She commented they have told her she has been a Board member for a long time and she said the people keep on putting me here. She commented she does not oppose term limits. She asked Somos parents if they did not support three members of the Board. She said to Somos parents that they need to go back and have a one-on-one with them. She said the Superintendent was asked to do a presentation and she said it was not her expertise. She said if your bosses are asking you to do a presentation, you would need to bring the information. She commented she will be running for school board one more time.

President Ernesto Bejarano said the studies have shown that term limits negatively impact families and students. He thanked Clerk Andrés Quintero for bringing up what Professor Christenson thoughts of term limits. He said that is the kind of third party expert he is looking for. He asked Clerk Andrés Quintero if that was what he said.

Clerk Andrés Quintero said the county had a 2 to 4-year term limit and they bumped it up to a 4-year term limit.

President Ernesto Bejarano said, looking at this district, there have not been candidates that have served more than two terms and the ones that had more than two consecutive terms won in the first place. He said high performing districts have Board members for a minimum of 12 years. He commented on having a discussion that is reasonable according to the data he is open to.

Vice-President Corina Herrera-Loera is in agreement with Clerk Andrés Quintero, Member Dolores Marquez-Frausto and President Ernesto Bejarano on what they have said about term limits. She said she wants to put the item on the March 2020 meeting to vote on it and move forward.

Member Linda Chavez said at the Board meeting of November 2019, she does not want to spend a dime of Alum Rock's money that is for the student's education. She said if the community wants to raise money or vote the Board member out of office, run it through a campaign and vote them out. She commented if there was a vote today, it would be 3 to 2. She said the district will not be spending money to put this on the ballot.

## **8. Superintendent/Board Business—Board Discussion And/ Or Action (continued)**

President Ernesto Bejarano commented he did not say if he would vote on this item. *Page 11 of 24*  
said he would entertain a discussion of it. He did not say he would vote yes to 3 four year terms.

Member Linda Chavez said she does not mind discussing this item. She said she will not vote on this item because the Board needs to be wise with money.

President Ernesto Bejarano said Public Comment was agendaized for 3 minutes but he said if it is going to take more time he will allow for two minutes per speaker.

### **Public Comments:**

- 1) Luis Escobar said he is a parent of the Alum Rock School District and his daughter attends Cesar Chavez. He said, as part of the agenda, he believes parents have a voice. He said not having term limits has allowed Board members to hold office at the school board indefinitely. He commented they have seen this school district in state audits. He said they will continue to organize term limits.
- 2) Gabriela Cardoza said she is a parent at Alum Rock School District. She said for the past 15 months they have been asking for the Board to approve a term limit policy for the wellbeing of the community. She said on December 12, 2019, there was a press conference. They collected 550 signatures. On January 16, 2020, they had a visual. She said she feels discriminated against and they are looking forward to working together.
- 3) Flor De Leon said some of the Board members said they would support term limits. She said parents have lost their confidence in the Board members because they feel disrespected and ignored. She said she would like this item to be placed for action. She said they have been knocking on doors to do a presentation.
- 4) Brenda Zendejas said a lot of the Board members went to a training where they took an oath to support term limits except Clerk Andrés Quintero. She asked the Board members that were present why they are changing their minds. She said to have faith in their community. She said there are qualified members of the community to take your seat.
- 5) Alma Fajardo said she is a parent at Painter. She said a lot of the Board members supported term limits. She commented Member Linda Chavez had said she would support us on term limits and now you are saying you are concerned about the money.
- 6) Olivia said she is a parent and she said it is the job of the Board members to research if term limits are a benefit or not. She said most of the Board members said they would support term limits. She said to not just ignore them.



**8. Superintendent/Board Business—Board Discussion And/ Or Action** (*cont* Page 12 of 24)

- 7) Sharon Chen said three Board members had said they would support term limits. She said she is disappointed with Member Linda Chavez's position. She commented that President Ernesto Bejarano went to debate and said you would support term limits.
- 8) Silvia Nolasco said she has a son with special needs that is an Alum Rock School District student. She said ever since she has become involved with Alum Rock School District, they are always saying there is no money. She would like to ask Member Dolores Marquez-Frausto what is going on since she has been here for 12 years. She commented that this is the reason why there need to be new Board members.
- 9) Deliza Gonzalez said they are not here as Somos they are here as Empuje. She said that they need term limits to be an action item. She commented to the Board members to listen to the parents.

Clerk Andrés Quintero thanked the person who clarified the situation on one of the forums that took place. He said he was asked if he supported two-year term limits and he said he did not. He said he understands the frustration of the people. He commented he supported his colleague's position that the Board cannot just jump into this. He asked Counsel Rogelio Ruiz to explain the reason why the Board goes behind closed doors during closed session.

Counsel Rogelio Ruiz explained that, by law, closed session needs to be behind closed doors because of confidential matters. He said the Brown Act does not allow discussion on term limits behind closed doors.

Member Linda Chavez said when she was asked if she supported term limits at the forum, she did not know it was going to cost the district 100 thousand dollars. She said she may not agree with the community, but she will listen.

Vice-President Corina Herrera-Loera said she will ask for term limits to be added to the agenda. She commented she will speak to President Ernesto Bejarano about having a presentation. She said to cover all the questions, he may have and put it for action.

President Ernesto Bejarano said he has received several requests on this issue. He said many community members have been asking for term limits before this board. He said he does not remember the specific time limit, but he will go back and check. He said he based his decision on gathering all available information.

Member Dolores Marquez-Frausto thanked the community for coming and speaking. She said she was going to keep her comments short.

## **5. Comments and Communications**

### **5.01 Teamsters**

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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 (ARAA)**

Tara Bickford, ARAA President and Principal of Joseph George, said that the district is celebrating Black History month to push for equality and social justice. She said the district is gearing up for Steam on March 5, 2020.

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

There were no representatives from AREA at this time.

### **5.05 Superintendent**

Superintendent Bauer said Member Dolores Marquez-Frausto asked to see what she was doing to increase enrollment and she wanted to thank Director Norma Flores for putting this packet together. She said 49 students have enrolled in TK and Kindergarten.

### **5.06 Board of Trustees/Communication/Comments**

Member Linda Chavez spoke about Board Policy 6020 parent involvement and asked Superintendent Bauer how this is implemented now. She said this is one of the ways the district can improve if the parents get more involved. She mentioned Board Policy 5020 Parents' Rights and Responsibilities. She said the previous Board members got this from the Charters Schools. She said the parents are involved at the Charter Schools.

Clerk Andrés Quintero asked President Ernesto Bejarano to keep the meeting moving. He said there are 20 items more that need equal attention.

Vice-President Corina Herrera-Loera said she had lots to report but she wanted to wish a Happy Birthday to her husband Gerardo Lorea and Senior Executive Assistant Maribel Carrillo.

## **6. Contracts Extensions Over \$100,000**

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**6.01 Approve Contract Extension for the 2019/2020 SY with the Accountable Healthcare Staffing which will provide a Registered Behavior Technician required at Ryan Elementary in order to fulfill services per IEP, Special Education, new total cost of this contract \$128,800.00**

**MOTION #07-11 by Member Linda Chavez to approve Action Item 6.01 as presented. MOTION #07-11 was seconded by Clerk Andrés Quintero.**

*MOTION #07-11 carried with a vote of 4 in favor; no opposition; one absent (Dolores Marquez-Frausto); and no abstention.*

## **7. Contracts Over \$100,000**

**7.01 Approve the contract with Orenda Education (Formerly Principals Exchange), to conduct a Discovery Study and capacity building on instructional leadership topics to support implementation of an equity driven system, Academic Services, \$119, 925.00**

**MOTION #08-11 by Member Linda Chavez to approve Action Item 7.01 as presented. MOTION #08-11 was seconded by Clerk Andrés Quintero.**

President Ernesto Bejarano asked if there was a time element.

Superintendent Bauer replied that it needs to be approved before the end of the school year. She said if they wait until March or April of this year, it would cutting it short.

President Ernesto Bejarano said the Board just received the information today and he has questions.

Vice-President Corina Herrera-Loera asked if this contract covers the entire work. She was not expecting to approve it because if the Board approves the first part, they would be tied into the next part.

President Ernesto Bejarano wanted to echo what Vice-President Corina Herrera-Loera said because he had the same thoughts.

Member Linda Chavez said the sooner this is brought to the schools the better it will be for the students.

Clerk Andrés Quintero asked if the funds are coming out of the LCAP.

Superintendent Bauer replied that these specific funds are coming out of the CST. She said Orenda Education is also looking for instructional issues in the schools.

Member Dolores Marquez-Frausto asked how much the CSI will cost.

**7. Contracts Over \$100,000 (continued)**

Superintendent Bauer replied that those funds are allocated for that.

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Assistant Superintendent Sanchez said some of these schools were failing in certain areas and they were identified to receive this type of assistance.

Member Dolores Marquez-Frausto asked Assistant Superintendent Sanchez what department are they coming out of.

Assistant Superintendent Sanchez replied he did know what department they were coming out of but it is targeted for those schools that have some gaps.

Member Dolores Marquez-Frausto asked how many schools.

Assistant Superintendent Sanchez replied three schools.

President Ernesto Bejarano commented he was unable to receive the materials on time and will abstain from voting.

***MOTION #08-11 carried with a vote of 4 in favor; no opposition; no absent; and one abstention (President Ernesto Bejarano).***

**8. Superintendent/Board Business—Board Discussion And/ Or Action**

**8.03 Approve Amended Board Bylaw 9323 Meeting Conduct, Third Reading.**

**MOTION #09-11 by Vice-President Corina Herrera-Loera to approve Action Item 8.03 as presented. MOTION #09-11 was seconded by Member Linda Chavez.**

***MOTION #09-11 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.***

**8.04 Approve Amended Board Policy 3311 Bids, Second Reading—Business and Non Instructional.**

**MOTION #10-11 by Clerk Andrés Quintero to approve Action Item 8.04 as presented. MOTION #10-11 was seconded by Member Linda Chavez.**

***MOTION #10-11 carried with a vote of 4 in favor; no opposition; no absent; and one abstention (Dolores Marquez-Frausto).***



**8. Superintendent/Board Business—Board Discussion And/ Or Action** *(continued)*

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**8.05 Approve Amended Board Policy 3312 Contracts, Second Reading—  
Business and Non Instructional.**

**MOTION #11-11 by Member Linda Chavez to approve Action Item 8.05 as presented.  
MOTION #11-11 was seconded by Clerk Andrés Quintero.**

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

**8.06 Approve Amended Board Bylaw 9121 President, Second Reading.**

**MOTION #12-11 by Member Linda Chavez to approve Action Item 8.06 as presented.  
MOTION #12-11 was seconded by Vice-President Corina Herrera-Loera.**

Clerk Andrés Quintero said Vice-President was left out. He said the language needs to be added and it needs to come back for a third reading.

**8.07 2020 Ballot for CSBA Delegate Assembly- Deadline is March 16, 2020. The Board may vote for no more than 4 candidates in the Region or Subregion as indicated on the ballot. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2020-March 31,2022. Ballots must be postmarked by the U.S. Post Office on or before Friday, March 16, 2020.**

**MOTION #13-11 by Clerk Andrés Quintero to vote for Melissa Baten Caswell, Cynthia Chang, Jodi Muirhead, and Mary Patterson. MOTION #13-11 was seconded by President Ernesto Bejarano.**

President Ernesto Bejarano asked Clerk Andrés Quintero what these candidates bring to the table.

Clerk Andrés Quintero replied they have a good track record. He said they have been supportive of positions that he and other different members have taken.

President Ernesto Bejarano asked if the Board needs to vote on this even if Member Linda Chavez has not been heard.

Counsel Rogelio Ruiz replied per Robert Rules of Order the Board needs to take an action on the motion that is on the floor.

***MOTION #13-11 failed with a vote of 2 in favor; three opposition (Member Dolores Marquez-Frausto, Member Linda Chavez and Vice-President Corina Herrera-Loera); no absent; and no abstention).***

**8. Superintendent/Board Business—Board Discussion And/ Or Action** (*contin* Page 17 of 24)

**MOTION #14-11 by Member Linda Chavez to vote for Lorena Chavez, Melissa Baten Caswell, Cynthia Cheng, and Jodi Muirhead. MOTION #14-11 was seconded by President Ernesto Bejarano.**

The Board had a discussion.

**MOTION AMENDED #15-11 by Member Linda Chavez to vote for Lorena Chavez, Melissa Baten Caswell, Cynthia Cheng, and Jodi Muirhead. MOTION #14-11 was seconded by President Ernesto Bejarano.**

*MOTION #15-11 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.*

**8.09 Approve Amended Board Policy 4030 Nondiscrimination in Employment, Second Reading.**

**MOTION #16-11 by Clerk Andrés Quintero to approve Action Item 8.09 as presented. MOTION #16-11 was seconded by Member Linda Chavez.**

*MOTION #16-11 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.*

**9. Instructional Services**

**9.01 Board Policy 3513.3, Tobacco-Free-First Reading, Information Only.**

Vice-President Corina Herrera-Loera said she would like to have vaping added.

Member Linda Chavez said she would like it to include the sale of any product as well as vaping.

Member Dolores Marquez-Frausto asked what is the difference between items 9.01 and 9.02.

Superintendent Bauer said one is prevention and one is a policy.

**9.03 SB 187 Comprehensive School Safety Plans-Schools must routinely write or revise their Comprehensive School Safety Plans.**

Superintendent Bauer said she sent the Board a copy of the safety plans for all 25 schools. She said she is respectfully asking the Board to approve them.

## 9. Instructional Services *(continued)*

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**MOTION #17-11 by Member Dolores Marquez-Frausto to approve Action Item 9.02 as presented. MOTION #17-11 was seconded by Vice-President Corina Herrera-Loera.**

President Ernesto Bejarano asked in the event of an issue what the protocol for each site. He asked if there was a grab-and-go handbook

Director Norma Flores replied that there are protocols that are in the safety plans and they are signed by a police officer.

Vice-President Corina Herrera-Loera asked if there is training for the staff to go through the safety plans.

Director Norma Flores replied that once they are revised, reviewed with staff.

Public Comments:

- 1) Jocelyn Merz thanked the Board for taking this seriously. She commented she has asked teachers if they have seen the safety plans and they said they have not seen them.

**MOTION AMENDED #18-11 by Member Dolores Marquez-Frausto to approve Action Item 9.02 as presented and staff will follow up with site administrators to ensure teachers are trained on their safety plans and that training will be offered to the parents. MOTION #18-11 was seconded by Vice-President Corina Herrera-Loera.**

***MOTION #18-11 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.***

### **9.04 Student and School Progress Report**

Assistant Superintendent Sanchez said the district also gets identified for assistance. He said all the measures help the state determine how well the districts are improving.

Director Barbara Campbell gave a brief presentation and the following are the highlights.

- California Accountable systems of support
- Any School can request any type of assistance
- Suspension data and chronic absenteeism
- Next year trying to strengthen practices

Assistant Superintendent Sanchez said, in 2018, there were 80 homeless students and 62 foster kids.

## **9. Instructional Services *(continued)***

Vice-President Corina Herrera-Loera asked if it was all the schools.

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Assistant Superintendent Sanchez replied the plan is to support all schools being submitted for a grant.

**MOTION #19-11 by Clerk Andrés Quintero to extend the meeting to 11:00 pm.  
MOTION #19-11 was seconded by Vice-President Corina Herrera-Loera.**

***MOTION #19-11 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.***

Public Comment:

- 1) Flor De Leon thanked the Board for doing this. She said when there is talk of social and emotional programs. There is a need for these types of programs.

### **9.05 Form J-13 A, Request for Allowance of Attendance Due to Emergency Conditions for Preschool Program of Adelante I and Adelante II.**

**MOTION #20-11 by Clerk Andrés Quintero to approve Action Item 9.05 as presented.  
MOTION #20-11 was seconded by Member Linda Chavez.**

***MOTION #20-11 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.***

## **10. Bond/ Facilities**

### **10.01 Approve the 2018/19 Annual Performance and Financial Audit of General Obligation Bonds Reports for Measure J and Measure I.**

Assistant Superintendent Chheng introduced Charles Raibley, CPA with Crowe and he gave a presentation. The following are the brief highlights.

- Deliverables of the audit of Measure J
- Proposition 39
- Financial Statements for Measure J



## **10. Bond/ Facilities (continued)**

**MOTION #21-11 by Clerk Andrés Quintero to approve Action Item** *Page 20 of 24*  
**presented. MOTION #21-11 was seconded by Member Linda Chavez.**

***MOTION #21-11 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.***

**10.02 Update on Request for Proposal (RFP) for Program Management Information Only.**

## **11. Human Resources**

**11.01 Information Regarding Resignations**

## **12. CONSENT CALENDAR**

*There was a consensus from the Board to combine and take action on Agenda Items 12.01, 12.02, 12.03, 12.04, 12.05, 12.06, 12.07, 12.08, 12.09, 12.10, 12.11, 12.12, 12.13, 12.14, 12.16, 12.17 and 12.19.*

*Member Linda Chavez asked to pull Agenda Item 12.15 Approve Memorandum (s) of Understanding(s) to be discussed separately.*

12.01 Approve Board Meeting Minutes for the following dates: (1) November 14, 2019, Regular Board Meeting and (2) January 16, 2020, Regular Board Meeting

12.02 Acceptance of Donations.

12.03 Approval of Fundraising Activities.

12.04 Acceptance of Vendor & Payroll Warrants.

12.05 Acceptance of Enrollment/Attendance Report for Month 5 (December 9, 2019 thru January 17, 2020)

12.06 Approve Resolution No. 15-19/20- Read Across America-March 2, 2020

12.07 Approve Addendum for the extension of B1718-T002 ERate's Basic Maintenance of Internal Connections (BMIC) Bid. This extension would be for an additional two years, from July 1, 2020 through June 30, 2022.

12.08 Approve Resolution No. 16-19/20; Women's History Month-March 2020.

12.09 Approve Resolution No. 17-19/20; Arts Education Month-March 2020

12.10 Approve Resolution No. 18-19/20; Annual Cesar Chavez Community March, 2020

12.11 Approve/Ratify Notices of Employment and Changes of Status/February 13, 2020/Human Resources.

12.12 Approve Out of State Travel, New Tech Network Leadership Summit, Dallas, TX, March 24-27, 2020 for Katherine Grunewald, George Kleidon and Vivian Nguyen. Estimated Cost \$4750.

**12. CONSENT CALENDAR** *(continued)*

12.13 Approve Out-of-State Travel, City Year Investors Summit, Washington, DC, March 10-13, 2020 for Rene Sanchez. Estimated Cost \$350. Page 21 of 24

12.14 Approve Out-of-State Travel, School Leaders of Color Conference, Las Vegas, NV, February 7-9, 2020 for Anna Nguyen and Ivan Montes. Estimated cost \$840.

12.16 Approve Contracts for Professional Services- Firm/Organizations

12.17 School-sponsored Field Trip List

12.18 Quarterly Report on Williams Uniform Complaints

***MOTION #22-11 by Clerk Andrés Quintero to approve Agenda Items 12.01, 12.02, 12.03, 12.04, 12.05, 12.06, 12.07, 12.08, 12.09, 12.10, 12.11, 12.12, 12.13, 12.14, 12.16, 12.17 and 12.18 as presented. MOTION #22-11 was seconded by Vice-President Corina Herrera-Loera.***

***MOTION #22-11 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.***

**12.15 Approve Memorandum(s) of Understanding(s).**

Member Linda Chavez said she pulled item 12.15 because she wants more information on both of the MOU's.

Clerk Andrés Quintero said he appreciates the partnership the district has with TFA.

Member Dolores Marquez-Frausto asked where the 50,000 thousand dollars coming from.

Superintendent Bauer replied LCAP.

**Public Comments:**

1) Jocelyn Merz asked why it needs to be considered now.

Member Dolores Marquez-Frausto commented that the Board was not willing to spend 2,700 hundred. She said she is not fond of TFA.

Member Linda Chavez commented this is an investment for our kids. She said that the district will not be paying a high salary.

Vice-President Corina Herrera-Loera commented the MOU says not to exceed 50,000 thousand and it is for the 20/21 School Year.

## **12. CONSENT CALENDAR** *(continued)*

Assistant Superintendent Moran said the district is not obligated to use TFA and the *Page 22 of 24* does not need to commit to a group.

Member Dolores Marquez-Frausto said she will like to table this item if there is not an urgency.

Assistant Superintendent Moran commented that for the district to participate in they need to secure TFA people.

Superintendent Bauer commented the poll is for Special Education and Adelante. She asked the Board to consider approving this item.

**MOTION #23-11 by Clerk Andrés Quintero to approve Memorandum(s) of Understanding(s). MOTION #23-11 was seconded by Vice-President Corina Herrera-Loera.**

***MOTION #23-11 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.***

## **13. RECEIVE REPORTS**

There were none.

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

### **14.01 Requests from Board of Trustees and/or from the Public**

Vice-President Corina Herrera-Loera asked to have Board Tem Limits for presentation and action.

Member Linda Chavez said she is requesting information on the Ocala Field, Sheppard, DCP Lease Agreement and she asked Superintendent Bauer for the sites to follow Board Policy 6020

Superintendent Bauer said even though this is a Board Policy they cannot enforce it.

Clerk Andrés Quintero asked what happened to the parent participation and the district use to keep track of the parents' hours.

Superintendent Bauer said she would check on if the parents' hours are being tracked.

**15. ADJOURNMENT**

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**15.01 President Adjourns the Meeting**

President Ernesto Bejarano adjourned the meeting at 10:58 p.m.

Respectfully submitted,

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Andrés Quintero, Board Clerk  
mc



**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, March 12, 2020, 5:30 p.m. at the Alum Rock Union School**  
**District Office Board Room, 2930 Gay Avenue, San Jose, CA 95127**  
**Meeting #12-19/20**

**1. OPEN SESSION**

**1.01 Call to Order/Roll Call/Pledge of Allegiance**

President Ernesto Bejarano welcomed everyone in the audience. President Ernesto Bejarano called the Board Meeting to order at 5:40 p.m. followed by Roll Call.

Board Members Present:

Ernesto Bejarano	President	
Corina Herrera-Loera	Vice-President	
Andrés Quintero	Clerk	
Linda Chavez	Member	
Dolores Marquez-Frausto	Member	(absent)

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Carlos Moran	Assistant Superintendent, Human Resources
Kolvira Chheng	Assistant Superintendent, Business Services
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

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

### **1.01 Call to order/Roll Call/Pledge of Allegiance**

President Ernesto Bejarano said there is a quorum and the meeting is being video recorded.

President Ernesto Bejarano said, before starting the meeting, that he would like to read the following statement:

Thank you all for attending during this very unique and serious time with the coronavirus. It is important for all of us to do our part. You can see the seating arrangement has been changed in the Boardroom and the overflow room for everyone to keep a safe distance. The Board commits to transparency in conducting its business to the public and is also mindful of unnecessarily exposing people to the spread of the virus. As Board President, I am making my colleagues and members of the public help conduct this meeting as fast and effectively as possible. The Superintendent has identified several items tonight on the agenda that are not time-sensitive. As part of the next agenda item, the meeting the Board will consider postponing and discussing those items for the next Regular Board Meeting or Special Board Meeting. Also, I am asking my Board colleagues and all members of the public to speak on all items no more than 1 minute for each person. Each item shall have a maximum of 10 minutes for comments. We are implementing these simple measures so we can conduct the district's business very effectively and still allow the public to comment.

President Ernesto Bejarano asked Counsel Rogelio Ruiz if what was discussed is accurate or if there have been any changes.

Counsel Rogelio Ruiz replied that it is accurate. He said the limitations of time are still subject to the Board. He said the Board would need to decide that since these items are already on the agenda.

Clerk Andrés Quintero said to table items 2.01, 4.03, 4.05, 4.06, 6.03, 6.04, 6.05 and 6.06. He said these are the items that Superintendent Bauer suggested to table because they are not time-sensitive.

**MOTION #01-12 by Clerk Andrés Quintero to move item 6.01 after 4.01. MOTION #01-12 was seconded by Member Linda Chavez.**

Vice-President Corina Herrera-Loera requested to have 11.14 moved up before 6.01 because there are two speakers present who would like to speak on the item.

**MOTION #02-12 by Vice-President Corina Herrera-Loera to move item 11.14 before 6.01. MOTION #02-12 was seconded by Member Linda Chavez.**

***MOTION #02-12 carried with a vote of 4 in favor; no opposition; one absent (Dolores Marquez-Frausto); and no abstention.***

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

President Ernesto Bejarano said the change to public comment is because of the situation. He said the Board desires to get the people out of the Boardroom. He commented there will be one minute per comment and two minutes if there is a language need for a maximum of 10 minutes per item.

**MOTION #03-12 by Clerk Andrés Quintero to approve the comments stated earlier. MOTION #03-12 was seconded by Member Linda Chavez.**

Vice-President Corina Herrera-Loera said she was wondering if there was only one speaker, if additional time would be allowed depending on the speakers, with a maximum time of 10 minutes.

President Ernesto Bejarano replied that the Board would need to ask Counsel Rogelio Ruiz if there could be a change in the speaking time per item.

Counsel Rogelio Ruiz said this is a function on how the Board is going to operate. He said if that is what the Board wants to do, the Board is in their right to do that. He commented the key here is to give a reasonable opportunity.

President Ernesto Bejarano said his thought is that there are people that took the time to come here and speak on other items. He said, unfortunately, the Board is unable to accommodate everyone. He said there will be a minute per person.

President Ernesto Bejarano said there is a motion on the floor to restrict comments to a minute per individual for a total of ten minutes for any particular item.

***MOTION #03-12 carried with a vote of 3 in favor; one opposition (Corina Herrera-Loera); one absent (Dolores Marquez-Frausto); and no abstention.***

## **11. CONSENT CALENDAR**

### **11.14 Approve Resolution No. 21-19/20: Dolores Huerta Day-April 10, 2020**

President Ernesto Bejarano said he will be calling two speakers at a time to give enough space.

**MOTION #04-12 by Vice-President Corina Herrera-Loera to approve Action Item 11.14 as presented. MOTION #04-12 was seconded by Clerk Andrés Quintero.**

Vice-President Corina Herrera-Loera said Dolores Huerta is the most prominent Mexican-American labor leader and co-founder of Cesar Chavez United Farm Workers of America. She said they are celebrating a woman leader from our home to our community.

## **11. CONSENT CALENDAR** *(continued)*

### Public Comments:

- 1) Wendy Greenfield thanked Superintendent Bauer and the Board Trustees for entertaining this motion. She said she has been an educator for 37 years before retiring from San Jose Unified. She commented she is part of a committee that has been working for months to develop a curriculum for teachers.

President Ernesto Bejarano said he wanted to apologize because of the time constraint due to the circumstances. He said if there is an opportunity when things settle to come back and give a presentation.

- 2) Barbara Lynn said she is a retired teacher from Santa Clara County and supports Dolores Huerta for her 90<sup>th</sup> birthday. She said she is the only living person to be honored on a state level. She commented Dolores Huerta started her career as a teacher. She said Dolores Huerta started working full time for civil rights and social justice.

***MOTION #04-12 carried with a vote of 4 in favor; no opposition; one absent (Dolores Marquez-Frausto); and no abstention.***

## **6. Superintendent/Board Business—Board Discussion And/ Or Action**

### **6.01 Approve Board Member Term Limits of two consecutive four-year terms.**

**MOTION #05-12 by Vice-President Corina Herrera-Loera to approve for member term limits amended from two to three consecutive term limits.**

Clerk Andrés Quintero said the item presented is two four-year terms.

President Ernesto Bejarano asked Counsel Rogelio Ruiz if the motion needs to be discussed as requested or does it need to be agendized.

Counsel Rogelio Ruiz replied there could be that discussion part of this agenda item. He said the agendized item very specifically states two consecutive four-year terms. He said there could be a discussion of what is on the floor, but it has to be on what has been agendized.

**MOTION #06-12 by Vice-President Corina Herrera-Loera to approve Action Item 6.01 as presented. MOTION #06-12 was seconded by Clerk Andrés Quintero for the purpose of discussion.**

## **6. Superintendent/Board Business—Board Discussion And/ Or Action** *(continued)*

Public Comment:

Public Comment:

- 1) Luis Cardoza thanked the Board for bringing Board Term Limits to the agenda. He said he should have a voice in the process. He said they are the advocates for their children and for that reason everyone is here. He commented the district needs a governance policy to provide quality education. He said currently the district does not have a term limit policy in place.
- 2) Gabriela Cardoza said she is a parent of Alum Rock School District. She said, for the past months, parents have been advocating for a policy for an opportunity. She said Member Linda Chavez had stated that this is an unnecessary expense, but the parents see it as a way to better the system. She said that Member Linda Chavez also said the parents would pay for the cost of having the policy on the ballot. Ms. Cardoza reminded Member Linda Chavez that this has already been paid for by having their children in schools.
- 3) Claudia Cuello said parents want term limits. She asked what the Board is afraid of. She reminded Member Linda Chavez that she is there to represent the parents. She said she is asking for term limits today. She thanked Vice-President Corina Herrera-Loera for supporting this policy and for taking the time to listen. She told Clerk Andrés Quintero that he said, from the beginning, that he did not agree with term limits. But today, she asks that he vote yes on term limits.
- 4) Araceli Sandoval said putting term limits on the 2020 ballot will cost less. She said they want to save as much money now. She said this is the time to vote yes on term limits. She said this will allow voters to vote on term limits.
- 5) Silvia Nolasco thanked the Board for allowing her to address them. She said she wants the term policy. She said last time she heard someone suggest for parents to pay to have the policy on the ballot. She said she feels that it is not fair. She said to let the voter decide.
- 6) Maria Alejandez said she did not understand why her mom attended the Board meetings. She said now she understands because her mom believes their education is a priority. She said she noticed two things from the Board members--they limit the time of her mom and other parents. She said at the last meeting, the Board disrespected many parents and students by not allowing them to speak. She said President Ernesto Bejarano got out of the room without listening. She commented that they need to listen to each other. She said please listen and support parents by saying yes to term limits.



## **6. Superintendent/Board Business—Board Discussion And/ Or Action** *(continued)*

### **Public Comment:**

- 7) Flor De Leon said she is a parent of the district and a coordinator of Empuje. She said parents volunteer in PTA and bring money to their schools. She said to Member Linda Chavez, the money that comes into the district is from our children. She said for those reasons she asks Member Linda Chavez to listen to them. She said the parents are at the Board meeting because they want positive changes. She commented the parents need to be proactive in creating the idea of the term limit policy. She said the management of the district is necessary.
- 1) Delza Gonzalez said she is a parent of this school district. She said the little girl who spoke is her child. She said the reason why she spoke was that she was curious and mad. She said, as a mother, she needs to teach her child how to advocate for herself for her education. She commented that she is standing there to send a message not only to the parents but to their community. She asked the Board to vote yes on term limits and let the voters decide.
- 8) Brenda Zendejas reminded the Board that the community collected signatures. She said she does not understand why the Board will not support term limits. She said she feels that a two-year term limit is enough to show their capacity. She commented if the Board wants to show what they can do for the school Board, they can also do it outside.

Clerk Andrés Quintero said the Board discussed this particular item and he had been very clear on his position. He said he has not changed his position. He said he attended a forum and he was asked about term limits. He said he was very clear with the public there. He commented he does not support two to four-year terms. He said the reason why he does not support them is because the school district would lose its investment. He said training is expensive.

Vice-President Corina Herrera-Loera said she wanted to amend her motion to three consecutive four-year terms. She asked Counsel Rogelio Ruiz if this was appropriate at this time.

Counsel Rogelio Ruiz replied the concern and the issue he has is that it has been agendized for two consecutive four-year terms. He said that would be the appropriate action for today. He said the Board could discuss the motion for term limits. He said the Board could ask the administration to bring this back.

## **6. Superintendent/Board Business—Board Discussion And/ Or Action** *(continued)*

Member Linda Chavez said she does support term limits and she is in favor of term limits. She said she does not support that the district pays for it. She said she is glad that the community wants this. She said the community should put the time and money towards this. She commented that the funds are for the students for their education. She commented that the first speaker said the most important factor is the students and, yes, they are the most important factor. She said the majority of Empuje and Somos asked to put air conditioning at the schools. She said she is in favor of the community doing this but not at the cost of the children's education.

Vice-President Corina Herrera-Loera reminded Member Linda Chavez that, as parents, they all bring a lot of money--more than 81 thousand dollars. She said she was concerned about asking for term limits to be on the agenda, but not for two terms. She commented she was clear that she wanted three consecutive terms. She asked Counsel Rogelio Ruiz if she can pull this item off and brings it for next month.

Counsel Rogelio Ruiz replied that it is appropriate to request a motion to bring it back to the next Board meeting.

President Ernesto Bejarano asked Vice-President Corina Herrera-Loera if she is amending her motion.

Vice-President Corina Herrera-Loera replied, per Counsel Rogelio Ruiz's directive, she is requesting to move this item to next month with the specific wording that she requested, three consecutive four-year term limits.

Counsel Rogelio Ruiz said he believed there was a first and a second on the table. He said under the Robert Rules of Order, there has to be a vote on the motion. He said it is already on the table. If that motion fails, then the Board can make that next motion.

President Ernesto Bejarano said the Board has discussed this item several times. He said he wants to be very transparent to the public why some of the Board members are voting the way they are. He said the Board members who have served past the two-year term limits got reelected by the voting public who knew that they already had served two terms. He said 13 thousand votes says something as well. He commented that research indicates that the more experience Trustees have, the more effective they are and the more collaborative relationships they have to bring resources to the district. He said he certainly understands and appreciates Vice-President Corina Herrera-Loera's attention to the desires of the segments of our community who have specifically requested to have two four-year terms. He commented that, at the same time, there are many thousands of voters who are unable to come to these meetings and many of the voters have a different opinion. He said, as Member Linda Chavez has mentioned, 82 thousand dollars is at the cost of safety at our schools and facilities and at the cost of services for things that are needed for our students at the district. He commented that last month there were two agenda items, the handbook, and strategic plan, with specific instructions by their state audit.

## **6. Superintendent/Board Business—Board Discussion And/ Or Action** *(continued)*

President Ernesto Bejarano said the Board turned it down because the Board said it was too much money. He feels their community should not be forced to choose someone that is on the ballot box. He said he will not support this for those factors.

***MOTION #06-12 failed with a vote of 0 in favor; three opposition (President Ernesto Bejarano, Clerk Andrés Quintero and Member Linda Chavez; one absent (Dolores Marquez-Frausto); and one abstention (Vice-President Corina Herrera-Loera).***

### **3. Public Members Who Wish To Address The Board**

President Ernesto Bejarano said the Board Meeting may need to be canceled. He asked Counsel Rogelio Ruiz what the directive of the state is. He said people were not complying in the name of safety. He asked Counsel Rogelio Ruiz if the Board needs to cancel the Board Meeting.

Counsel Rogelio Ruiz replied that, at this point, he would ask to have individuals spread apart as far as possible and, once they speak, to have them wait in the lobby area.

President Ernesto Bejarano asked the staff if they are comfortable with the distance proximity by these individuals.

Clerk Andrés Quintero said the governor asked that six feet apart and that is what they are asking the district to do. He commented the district is complying with the state.

Member Linda Chavez said the Board did not make the rules. This is for everyone's safety.

President Ernesto Bejarano said to Counsel Rogelio Ruiz that he was concerned with the current situation. He said it is not about the Board. It is about everyone in the room potentially spreading the virus.

Counsel Rogelio Ruiz replied it would be like any other disruption and President Ernesto Bejarano has the option to recess the meeting. He said to the Board to reorganize the room to make it a safe condition consistent with the governor's order. He said this is the advisory of the public health department in which the governor incorporated in the executive order. He said this is an executive order.

President Ernesto Bejarano asked Counsel Rogelio Ruiz what he meant when he said 'the force of law'.

Counsel Rogelio Ruiz replied it is like law--it supersedes the law for a period of time.

President Ernesto Bejarano asked Counsel Rogelio Ruiz if the district does not keep compliance with the law, does this violate the law or do individuals break the law?

### **3. Public Members Who Wish To Address The Board** *(continued)*

Counsel Rogelio Ruiz replied the district is not compiling a lawful edict from the governor. He said to recess until it is reset and then restart the meeting if you choose to.

President Ernesto Bejarano said at this point, due to the time consideration, for the Board to go to closed session and maximize the time.

Superintendent Bauer said before you take that action, closed session needs to happen in the Boardroom.

President Ernesto Bejarano said the Board will be asking everyone to leave the Boardroom. He said the Board can go to recess and hope that things change or the Board can maximize their time. He said the Board will recess to closed session, clear the room, and come back. He said hopefully, by that time, the Board can move forward.

President Ernesto Bejarano asked AREA President, Ms. Jocelyn Merz, if she could contribute to the facilitation of solving this.

Ms. Jocelyn Merz said she would agree with having a recess and having a discussion with the Board members or canceling the meeting for another day.

Vice-President Corina Herrera-Loera said she is not opposed to having a meeting with Ms. Jocelyn Merz. She said she is concerned about her and her family's health. She wants to follow the social distancing of six feet space.

President Ernesto Bejarano thanked everyone for their comments and he does agree to a recess of five minutes to discuss a solution.

The Board adjourned to recess at 6:44 p.m.

The Board reconvened to Open Session at 6:53 p.m

#### **Public Comment:**

- 1) Female teacher from Aptitud read a letter from a 7<sup>th</sup>-grade student by the name of Aiden. He said that he wanted everyone to know that Ms. Manzanedo helped him and supported him. He said Ms. Manzandeo told him that whenever he wanted to talk to her, she was there to listen to him.
- 2) Female teacher from Aptitud said she wanted to speak on behalf of the staff of Aptitud. She said there was something seriously wrong with the resignation of the principal of Aptitud. She commented when the principal left, it created confusion with many unsolved questions from family and students. She said she is concerned about her well being.

### **3. Public Members Who Wish To Address The Board** *(continued)*

- 3) Male speaker said he is a tax payor, parent, and teacher at Alum Rock School District. He said if he was a starting teacher, he would be making 59 thousand four hundred dollars annually which would be very low income. He said it is ridiculous to be offered zero from the district.
- 4) Female speaker said employees are at risk of exposure. She said the district should be bringing measures for safety precautions for students to have their temperature taken to see if they have any symptoms.
- 5) Flor De Leon said she is a parent and to finish what the other parent said, there is no soap at the school. She said the Board is only allowing a minute to speak--it does not even give the speaker time to breathe. She asked the Board to also limit themselves. She thanked the Board for moving the closed session to the end of the meeting.
- 6) Dannette Ambrosio, teacher from Lyndale, said she has been teaching for nineteen years. She said the district came to the table and only offered zero--that is unacceptable. She said she teaches a high autistic student without an aid to assist her. She said she shows up to work positive. But after she heard she was worth zero, it is really hard to stay positive.
- 7) Nannette Ruiz said many good teachers should be recognized by the district for their dedication and their hard work. She said each teacher does not feel the value of the district. She commented one of the best things the district can do for the students is to attract quality teachers.
- 8) Sandra Gomez, teacher at Chavez, commented that there are forty-five students in her classroom and they are kinder students. Their health is at risk. She said some of the teachers have underlying health conditions. She said it is unfair while the Board stays protected by six feet.

President Ernesto Bejarano said he wanted to clarify that these are not the Board's rules. He said these are the rules of the State of California. He said the Board is following the public health guidelines.

### **4. Comments and Communications**

#### **4.01 Teamsters**

There were no representatives from Teamsters at this time.

#### **4.02 California School Employee's Association (CSEA)**

There were no representatives from CSEA at this time.



#### **4. Comments and Communications *(continued)***

##### **4.03 Alum Rock Administrator's (ARAA)**

There were no representatives from ARAA at this time.

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

Jocelyn Merz, AREA President, thanked President Ernesto Bejarano for adjusting the agenda by having closed session at the end. She said she would like to speak about two top issues affecting both members and students. She commented she would like to start with the coronavirus epidemic. She said there have been many calls and emails from members with concerns. She said she does appreciate very much the input and the information sent out with the district's plan. She commented it does not seem unreasonable to take a proactive approach to disinfectant cleaning at all the schools even if it means hiring crews--whatever it takes. She said this disease is considered a pandemic and California has a state of emergency. She said there was an unwillingness to bring an offer for teachers' benefits after four days of the meeting. The district did not take one step off of zero. She said the teacher compensation for COLA this year was at 2.6%. She asked why the Board thinks it is okay to use a portion of COLA from AREA members for something else. She commented she has spent over 30 years at Alum Rock School District and when she began her 10 years at the district, she was proud to say that Alum Rock School District was the highest-paid district in the county.

##### **4.05 Superintendent**

There were no comments.

##### **4.06 Board of Trustees/Communication/Comments**

There were no comments

#### **5. Contracts Over \$100,000**

**5.01 Approve Contract with IT Management Corporation, Replacement of District's Data Center and Main Distribution Frame at Hubbard, George and Sheppard schools, IT Department, \$ 237, 285.48.**

**MOTION #07-12 by Clerk Andrés Quintero to approve Action Item 5.01 as presented.  
MOTION #07-12 was seconded by Vice-President Corina Herrera-Loera.**

## **5. Contracts Over \$100,000 (continued)**

Superintendent Bauer said that the district will be refunded the money. She asked Director Avtar Gill to tell the Board how much money the district is going to pay.

Mr. Avtar Gill said the total is \$237,285.48 and the district will be reimbursed \$201,266.00. He said the district will only spend \$35,000.85.

MOTION #07-12 carried with a vote of 4 in favor; no opposition; one absent (Dolores Marquez-Frausto); and no abstention.

## **8. Superintendent/Board Business—Board Discussion And/ Or Action**

6.02 Approve Resolution No. 24-19/20: Authorizing Closure of Arbuckle Elementary School and Consolidation with Adelante II Academy.

Public Comment:

1. Camille Llanes-Fontanilla said she thinks that community members and parents know they are going to have to make difficult decisions for the next few years. She asked that the Board reconsider having some kind of open transparent community process. She asked the Board to have an open space or think creatively on how to meet on these critical demands and she hopes to do it in one community.
2. Brenda Zendejas said she feels the lack of transparency with parent involvement. She asked how many community forums were there to discuss the closure of Arbuckle. She asked why Arbuckle and not another school and why in the poorest area.
3. Jocelyn Merz said she was asked to attend the Advisory Committee. She wanted to make it clear that this does not mean that AREA is supporting or endorsing the closure of Arbuckle. She said she would think that the closing is because of the declining enrollment.

**MOTION #08-12 by President Ernesto Bejarano to approve Action Item 5.01 as presented for the purpose of discussion. MOTION #08-12 was seconded by Vice-President Corina Herrera-Loera.**

## **8. Superintendent/Board Business—Board Discussion And/ Or Action** *(continued)*

Clerk Andrés Quintero said, as a school board, you do not want to shut down schools. He said the circumstances are such that the Board needs to make tough decisions. He said that is why the Board is placed here to make the decision that is going to be solvent and allows the district to move forward. He commented that this is a school his cousins went to and there is history there. He said there was another dual immersion school opened and we moved forward with Adelante II. He said thank God for that site or the district would be shutting down the entire school and the charter schools would be demanding to put their school at that site.

Clerk Andrés Quintero asked if this is time-sensitive and if the Board needs to make a decision now. He said if so, he would like to ask the administration because he wants people to be aware as to why this decision needs to be made. He said he is not excited about this, but he needs to make a decision and cast his vote which he feels would allow the district to operate.

Superintendent Bauer replied that this is a time-sensitive issue because the district needs to notify the teachers where they are going to be next school year to follow the bargaining unit agreement.

Clerk Andrés Quintero said, at this point, the exploration phase is out. He said Superintendent Bauer said it was time-sensitive and now he can explore that.

Superintendent Bauer said, as the Superintendent, that is her recommendation. She did not sign up to close schools. She said she understands what Clerk Andrés Quintero is saying. She said Arbuckle has 120 students with 5 teachers. She said this prolongs what needs to happen and it is not the best thing for the students.

Vice-President Corina Herrera-Loera said she agrees with the comments made by Clerk Andrés Quintero. She said she is one of the parents that opened up Adelante II. She said she agrees that this is a tough decision to make; however, she wants to make it clear that the doors are not being shut completely. She asked Superintendent Bauer if the students are allowed to go to Adelante II to get the bilingual part of schooling there.

Superintendent Bauer said absolutely and that there are a good number of families from Arbuckle already attending Adelante II.

Vice-President Corina Herrera-Loera said, as parents, they have choices to make and the district cannot force them.

President Ernesto Bejarano said that Superintendent Bauer has addressed the impact on the staff. He asked what efforts were made on the current status of Arbuckle and what was done to make it work with the school.

## **8. Superintendent/Board Business—Board Discussion And/ Or Action** *(continued)*

Superintendent Bauer replied that she has updated the Board several times and then the impact on English learning families. She said there has been an increase in charter school's presence within walking distance.

President Ernesto Bejarano asked what the plan is, roughly, twelve to eighteen months from now in terms of transition. He said Superintendent Bauer already spoke about teachers and asked if families have a choice.

Superintendent Bauer replied that there was a meeting with the parents at Arbuckle. She said she was waiting for the follow-up meeting after the Board makes a decision. She said parents have already been told they can choose any school within Alum Rock School District. She said parents can choose what school they want their kids to attend and they will not be turned away.

President Ernesto Bejarano said he heard Superintendent Bauer say that Adelante II is an option. He said he did receive a couple of emails and he needs to ask a question on behalf of those emails. The parents do have the option of attending Adelante II, but what are the parameters of which schools they can choose from. He asked if there a requirement of testing as a potential ability to choose Arbuckle II.

Superintendent Bauer replied that dual immersion programs have certain guidelines. She said the test is designed where TK and Kinder are not required for testing. She said for grades 1<sup>st</sup> to 5<sup>th</sup>, there is a test requirement.

Clerk Andrés Quintero said some folks come out to the Board meetings. He said he does understand the passion that they feel because it is not something he wants to do. He commented there are also folks posting things on social media and, at the same time, they are out there making decisions to push the charter agenda. He said those are the people that are choking the life out of the public schools. He commented this is not directed at anyone in particular. This is directed to folks here advocating for these organizations.

President Ernesto Bejarano said his decision is based on the information given. He said the Board does not like to make these decisions. He said he likes to make them with all the available information.

***MOTION #08-12 carried with a vote of 4 in favor; no opposition; one absent (Dolores Marquez-Frausto); and no abstention.***

## **7. Instructional Services**

**7.01 Approve Board Policy 5145.7, Sexual Harassment (Student), Second Reading.**

**MOTION #09-12 by Clerk Andrés Quintero to approve Action Item 7.01 as presented. MOTION #09-12 was seconded by Vice-President Corina Herrera-Loera.**

***MOTION #09-12 carried with a vote of 4 in favor; no opposition; one absent (Dolores Marquez-Frausto); and no abstention.***

**7.02 Approve Board Policy 5131.62, Tobacco (Use Prevention Education Program), Second Reading.**

**MOTION #10-12 by Clerk Andrés Quintero to approve Action Item 7.02 as presented. MOTION #10-12 was seconded by Vice-President Corina Herrera-Loera.**

***MOTION #10-12 carried with a vote of 4 in favor; no opposition; one absent (Dolores Marquez-Frausto); and no abstention.***

**7.03 Approve Amended Board Policy 3513.3, Tobacco-Free Schools, Second Reading.**

**MOTION #11-12 by Clerk Andrés Quintero to approve Action Item 7.03 as presented. MOTION #11-12 was seconded by Member Linda Chavez.**

***MOTION #11-12 carried with a vote of 4 in favor; no opposition; one absent (Dolores Marquez-Frausto); and no abstention.***

## **8. Business**

### **8.01 Approve Second Interim Financial Report.**

Assistant Superintendent Kolvira Chheng had a PowerPoint presentation regarding the Second Interim Financial Report and the highlights are as follows:

#### **Key Assumptions – MYP - Unrestricted General Fund**

##### **Revenues**

- Prior year P-2 ADA for District's LCFF calculation due to declining enrollment
- Current Year ADA for Aptitud's LCFF calculation
- COLA based on DOF's recommendation
- Remove one-time funds in out years
- COLA based on DOF's recommendation
- Remove one-time funds in out years



## **8. Business (continued)**

### **Expenditures**

- Increase Step and Column for all three years
- Increase STRS and PERS rates for all three years
- Increase contribution for Special Education Program for all three years
- Meet 3% Contribution Requirement to Routine Restricted Maintenance Account (RRMA) for all three years

#### **For 2019-20:**

- Starting in 2019-20, 3% salaries increase for all employees retroactive to FY 2018-19 Starting in 2019-20, savings of \$380K from unfilled vacancies (Coordinator = 1 FTE, Classified Mgmt. = 1FTE and Classified = 1 FTE)

#### **For 2020-21:**

- Starting in 2020-21, back-out amount paid in 2019-20 for 3% salaries increase for FY 2018-19
- Savings in 2020-21 for 30 certificated FTEs at an average salary of \$85K to align with declining enrollment
- Starting in 2020-21, savings for 3.2 FTEs Coordinator =\$457K and 1 FTE Director II = \$197K, to be funded with various grants
- For 2021-22:
- Savings in 2021-22 for 20 certificated FTEs at an average salary of \$85K to align with declining enrollment
- Unspecified reduction of \$780K in 2021-22 to be determined by Budget Adoption for FY 2020-21

Superintendent Bauer said non reelects are not counted here adding enrollment. She said it is the district's goal to have those thirty non reelects, but they need to figure out how many students are coming back. She said, in the name of transparency, she wants everyone to know if the district has the good fortune of bringing enough students so the district will need more teachers, then there will need to be cut in other areas.

President Ernesto Bejarano asked if the thirty FTEs that the Board is speaking about go to the \$780K that Assistant Superintendent Chheng mentioned.

Assistant Superintendent Chheng replied that it is at the on top of the \$780K. He said for next year's budget, the district is reducing 30 certificated positions and for the year 20/21, the district is reducing 20 certificated positions for a total of 50. He said the district needs to come up with \$780K.

## **8. Business** *(continued)*

President Ernesto Bejarano asked what the strategy will be or what thoughts will be addressed.

Assistant Superintendent Chheng said the district brought those cuts last year, the same principle will be applied. He said the district will try to keep away from the classroom as best as possible.

President Ernesto Bejarano asked what the projection is in enrollment. He said he is wondering how the district figures that out. He said for the past couple of years it was underestimated.

Assistant Superintendent Chheng replied this is based on 3% baseline. He said what is not showing in the report is the number of T4 students the district serves. He said this is a challenge in terms of enrollment projection.

Superintendent Bauer said if the district would say to cut the T4's, the district would have less enrollment. She said it is important for the district to continue the early learning program because families need it.

President Ernesto Bejarano said, in the short term, those numbers are not counting for the district. But the idea is that the district keeps them because those students will stay with the district.

Clerk Andrés Quintero said the district made all these cuts and teachers are no longer there. He said this is a safer approach and there are more tough choices for the Board.

Vice-President Corina Herrera-Loera said the district will be getting money from the preschool the following 20/21 year. She said the district is thinking forward with creative ideas and is planning ahead versus waiting for that year.

Superintendent Bauer thanked Vice-President Corina Herrera-Loera for her question. She said what is not seen here in the budget is approximately ten thousand dollars bringing in partnerships to provide services. She commented if the district did not have those partnerships that Vice-President Corina Herrera-Loera spoke of, the district would not have the family resource centers. She said to the Board that the district is always seeking those types of partnerships.

Vice-President Corina Herrera-Loera said she does not discount anything the district is doing. She said she has been a witness to a lot of it. She thanked the staff for everything they do.

## **8. Business** *(continued)*

### Public Comment:

- 1) Camille Llanes-Fontanilla said, as a school board that has adopted the resolution to support schools and communities, she thinks this is a good time to strategize as one community. She said, on behalf of her organization, she would like to work with the district to work out a plan.

Clerk Andrés Quintero said he knows the district is in the middle of negotiations and he does not intend to negotiate in public. He said, at some point, the Board needs to provide direction. He said this Board needs to make tough choices. He said the Board could direct staff and the Board can incorporate a motion to begin to explore a process in which the Board can go ahead and start getting public input.

President Ernesto Bejarano asked Clerk Andrés Quintero if he is saying to go above and beyond the Budget Committee.

Clerk Andrés Quintero replied yes.

President Ernesto Bejarano asked Clerk Andrés Quintero what the difference is on what he is proposing.

Clerk Andrés Quintero replied this would be for a broader base group if stakeholders beyond a subcommittee more of a proactive effort. He said this would involve more people than the subcommittee. He said the idea would be temporary to give input.

President Ernesto Bejarano said if it was a kind of relook and refresh Budget Committee to allow a more accessible ability and input.

Clerk Andrés Quintero replied it would be a temporary subcommittee, part of another entity. He said this would establish a timeframe and seek input from the community and stakeholders in order to incorporate as much information as possible.

Vice-President Corina Herrera-Loera said she agrees to have an outside subcommittee and to have two Board members bring back recommendations to the Board.

Member Linda Chavez said she thinks the Board should do the things that were done at the LCAP forum. She said once the Board receives the information from the district, the Board can go from there. She commented that there were a lot of stakeholders at the LCAP forum. She said there was a lot of parent involvement. She commented it would be a good idea to make a subcommittee.

## **8. Business** *(continued)*

Superintendent Bauer informed the Board that they received the information on the LCAP that they can peruse.

Clerk Andrés Quintero said the reason why he brought this up was that the Board brought this information to the public. He said the district is facing tough challenges right now.

President Ernesto Bejarano said, in the interest of time for tonight, to do this offline and for next month.

Clerk Andrés Quintero said he is sure the staff gathered the information discussed with the idea that it came from the Board.

President Ernesto Bejarano asked if everything Clerk Andrés Quintero described is a direction for the staff to look into--to start to take action in that direction.

Member Linda Chavez said she would like to see the focus on that if Board needs to add it.

Vice-President Corina Herrera-Loera said it is important to get data from the parents. She commented that what was stated is a possible summit.

Superintendent Bauer said the information provided from the LCAP item 7.04 was given to the Board and has the input of the stakeholders. She commented if the Board needs a formal presentation, the staff would be happy to do that.

Vice-President Corina Herrera-Loera said she appreciated the clarification. She wants to be able to sit with the stakeholders and go over the data. She said the stakeholders may have it or they may not have it.

Superintendent Bauer said this was provided to the stakeholders.

Vice-President Corina Herrera-Loera said staff would break it down to the stakeholders and community to get their input. She said then the Board can move forward towards the future.

Member Linda Chavez said there are too many chiefs.

Clerk Andrés Quintero said the point is to bring a professional option to staff, hear the desires of the community, and go ahead and make a decision in order to move forward.

**MOTION #12-12 by Clerk Andrés Quintero to approve Action Item 8.01 as presented. MOTION #12-12 was seconded by Vice-President Corina Herrera-Loera.**

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

## **9. Board / Facilities**

### **9.01 Update on Request for Proposal (RFP) for Program Management.**

Assistant Superintendent Chheng said that he prepared a memo that is in the Board's folder. He said he wanted to highlight that the key date is March 17, 2020. He said he would like to ask the Board to do a proposal.

Vice-President Corina Herrera-Loera asked if the process could be the same that was done for counsel.

President Ernesto Bejarano asked Assistant Superintendent Chheng if he needs the direction of the Board or if the Board needs to do something.

Superintendent Bauer replied that the Board has given direction before and staff can follow the direction as they did before.

Member Linda Chavez said she remembers Rehon & Roberts said when selecting lawyers, the Board needs to be concise.

President Ernesto Bejarano said the Board appreciates the feedback. He said the process was thorough and well thought out.

Clerk Andrés Quintero agreed that he also liked the process and that it allowed the public to see what was going on.

Vice-President Corina Herrera-Loera said, considering where the Board has been, the Board needs to have the process that way.

Member Linda Chavez said there were a lot of firms. She asked if the Board could have it in a way that the staff could reduce the number of people that apply--depending on how many people apply.

President Ernesto Bejarano said the finalist should come before the Board.

Member Linda Chavez asked if there is a number of applicants now.

Superintendent Bauer said the deadline is March 17. She said they can keep monitoring it and work with Board President.

Assistant Superintendent Chheng said most applicants wait till the last minute. He said the applicants are going through the documents and finalizing them.



## **9. Board / Facilities**

Clerk Andrés Quintero said there are other districts where the administration has only two candidates and pick one. He said this is the way the Board wants it.

President Ernesto Bejarano said if the applicants meet the minimum standard of the application, they are in that pool. He commented that some applicants do not meet the standard requirements and they can be weeded out.

Superintendent Bauer said the staff will be happy to bring everybody who meets the criteria. She said the process will be very transparent for the entire Board and stakeholders.

President Ernesto Bejarano said if someone meets the minimum qualifications, he would want them in front of him in order to see what they can offer.

## **10. Human Resources**

### **10.01 Information Regarding Resignations**

## **11. CONSENT CALENDAR**

*There was a consensus from the Board to combine and take action on Agenda Items 11.02, 11.03, 11.04, 11.05, 11.06, 11.07, 11.08, 11.09, 11.10, 11.12, and 11.13.*

*President Ernesto Bejarano asked to pull Agenda Item 11.01 Approve Board Meeting Minutes for the following dates: (1) June 13, 2019, Amended Minutes for Regular Board Meeting and (2) February 13, 2020, Regular Board Meeting to be discussed separately.*

*Member Linda Chavez asked to pull Agenda Item 11.15 Approve Resolution No. 19/20: Public School Volunteer Week- April 20-24, 2020 to be discussed separately.*

11.02 Approve Acceptance of Donations

11.03 Approve Fundraising Activities.

11.04 Approve Acceptance of Vendor & Payroll

11.05 Acceptance of Enrollment/Attendance Report for Month 6 (January 20, 2020 thru February 14, 2020).

11.06 Approve the Santa Clara County Treasury Investment Portfolio Status.

11.07 Approve/Ratify Notices of Employment and Changes of Status March 12, 2020/Human Resources Department

11.08 Approve School-sponsored Field Trip List.

11.09 Approve School Accountability Report Cards (SARC)

11.10 Approve Resolution No. 19-19/20: California Public School Months- April 2020

**11. CONSENT CALENDAR** *(continued)*

11.11 Approve Resolution No. 20-19/20: Public School Volunteer Week- April 20-24, 2020

11.12 Approve Contracts for Professional Services – Firms/Organizations

11.13 Approve Memorandum(s) of Understanding(s)

***MOTION #13-12 by Clerk Andrés Quintero to approve Agenda Items, 11.02, 11.03, 11.04, 11.05, 11.06, 11.07, 11.08, 11.09, 11.10, 11.11, 11.12 and 11.13, as presented with the expectation of 11.01.. MOTION #13-12 was seconded by Vice-President Corina Herrera-Loera.***

***AMENDED MOTION #14-12 by Clerk Andrés Quintero to approve Agenda Items, 11.02, 11.03, 11.04, 11.05, 11.06, 11.07, 11.08, 11.09, 11.10, 11.12 and 11.13, as presented with the expectation of 11.01 & 11.11. MOTION #14-12 was seconded by Vice-President Corina Herrera-Loera.***

***MOTION #14-12 carried with a vote of 4 in favor; no opposition; one absent(Dolores Marquez-Frausto); and no abstention.***

**11.01 Approve Board Meeting Minutes for the following dates: (1) June 13, 2019, Amended Minutes for Regular Board Meeting and (2) February 13, 2020, Regular Board Meeting.**

President Ernesto Bejarano said he will send the edits to Senior Executive Assistant Maribel Carrillo.

Member Linda Chavez said she will also send edits to Senior Executive Assistant Maribel Carrillo.

Counsel Rogelio Ruiz said item 11.01 consists of separate items of amended minutes of June 13, 2019, and the other is February 13, 2020, Regular Board Meeting. He asked if the Board had questions on both meeting minutes, if they are he said he is happy to answer them.

**MOTION #15-12 by Member Linda Chavez to approve the Amended Minutes of June 13, 2019 as presented. MOTION #15-12 was seconded by Vice-President Corina Herrera-Loera.**

***MOTION #15-12 carried with a vote of 4 in favor; no opposition; one absent(Dolores Marquez-Frausto); and no abstention.***

**11. CONSENT CALENDAR** *(continued)*

**11.11 Approve Resolution No. 19/20: Public School Volunteer Week- April 20-24, 2020.**

Member Linda Chavez asked if school volunteer week is at the Mexican Heritage Plaza. She asked what the district does.

Superintendent Bauer replied the district celebrates all the volunteers at all the schools.

**MOTION #16-12 by Member Linda Chavez to approve Action Item 11.11 as presented. MOTION #16-12 was seconded by Clerk Andrés Quintero.**

***MOTION #16-12 carried with a vote of 4 in favor; no opposition; one absent (Dolores Marquez-Frausto); and no abstention.***

**12. Closed Session**

**12.01 Announcement and Public Comments Regarding Items to be Discussed In Closed Session**

President Ernesto Bejarano announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

**2.02 Recess To Closed Session: The Board will recess to Closed Session at approximately 8:23 p.m. Open session will resume approximately 1 ½ hours after the start of Closed Session.**

President Ernesto Bejarano announced that the Board would reconvene to Open Session in approximately 1 ½ hours. The Board adjourned to Closed Session at 8:23 p.m.

**13. RECONVENE TO OPEN SESSION**

**13.01 Call to Order / Roll Call**

The Board reconvened to Open Session at 9:59 p.m. President Ernesto Bejarano welcomed everyone and took a second Roll Call in which all Board Members were present with the exception of Member Dolores Marquez-Frausto. There was a quorum.

**13. RECONVENE TO OPEN SESSION** *(continued)*

Superintendent Bauer reported that the Board took the following actions:

***12.04 Board approved the final settlement agreement with parents of student B. Rios with a payment of \$1,750.00 for legal fees and \$3,500.00 for Academic Services. The Board voted 3-2 (Member Linda Chavez voting no and Member Dolores Marquez-Frausto absent).***

***12.05 CTG Construction submitted its claim for damages to the District. The Board voted 4-1 (Member Dolores Marquez-Frausto absent) voted to reject the claim from CTG Construction.***

Superintendent Bauer reported that there was no other action to report at this time.

**14. RECEIVE REPORTS**

There were none.

**15. FUTURE BOARD AGENDA REQUESTS**

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

Vice-President Corina Herrera-Loera requested to have the member term limits 3 consecutive four-year terms to be placed on the April 2020 agenda.

**16. ADJOURNMENT**

**15.01 President Adjourns the Meeting**

President Ernesto Bejarano adjourned the meeting at 10:15 p.m.

Respectfully submitted,

---

Andrés Quintero, Board Clerk  
mc

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

**MINUTES OF A SPECIAL MEETING  
BOARD OF TRUSTEES  
of the Alum Rock Union School District  
Held on Tuesday, March 24, 2020, 12:00 p.m.  
Board Members and Superintendent participated via Zoom Meeting  
Meeting #13-19/20**

**1. OPEN SESSION**

**1.01 Call to Order / Roll Call**

President Ernesto Bejarano called the Special Board Meeting to order at 12:03 p.m. and welcomed everyone in the audience. President Ernesto Bejarano led the Pledge of Allegiance at this time.

Board Members Present:

Ernesto Bejarano	President
Corina Herrera-Loera	Vice-President
Andrés Quintero	Clerk
Dolores Marquez-Frausto	Member
Linda Chavez	Member

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Carlos Moran	Assistant Superintendent, Human Resources
Kolvira Chheng	Assistant Superintendent, Business Services
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office



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

### **1.01 Call to order/Roll Call/Pledge of Allegiance**

President Ernesto Bejarano said there was a quorum. He said this is a new situation and there may be bumps in the way. He commented this may be a preview of meetings to come.

President Ernesto Bejarano said Director Avtar Gill is the meeting coordinator. He said all microphones will be muted except for the Trustees. He said that the public will be able to see the Board. He instructed people who would like to speak under the public comment to email [publiccomment@arusd.org](mailto:publiccomment@arusd.org). He commented there is also a live Spanish translation available if needed. He said the Board meeting is being broadcasted live on the Youtube channel "Alumrock TV".

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

### **2.01 Requests to Address the Board**

President Ernesto Bejarano said if the public would like to provide a public comment, they can do so by sending an email. He said this meeting is a Special Board Meeting and the only public comment that can be taken during this time is what is agendaized. He said there are only 20 minutes maximum for public comment.

Superintendent Bauer mentioned that Assistant Superintendent Sanchez said that there are currently no public comments and he will remain online to see if any public comments come in. She asked President Ernesto Bejarano if that is alright.

President Ernesto Bejarano said that would be fine.

## **3. SUPERINTENDENT / BOARD BUSINESS**

### **3.01 Approve Resolution No. 28-19/20: COVID 19 School Closures.**

Counsel Rogelio Ruiz said as everyone knows there is a flurry of public declarations of proclamations of emergency. He said culminating decision was made on or about March 13<sup>th</sup> by several local districts to shut down schools effective date of Monday, March 16, 2020. He said there was a declaration of public health emergency by the Health Officer. He commented there was an executive order was issued by the governor and other proclamations by the local educational officials including the county superintendent declaring an emergency declaring a need to close schools effective immediately as a result of the coronavirus pandemic. He said the purpose of this resolution is to memorialize the district's action of the closing of the schools in response to the coronavirus pandemic. He commented that this is to maximize the district's ability to maintain its full funding under the governor's executive order.

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

President Ernesto Bejarano asked Member Dolores Marquez-Frausto if she was able to hear the meeting.

Member Dolores Marquez-Frausto replied she can hear but she is fading in and out. She asked if the rest of her colleagues are at the Boardroom.

President Ernesto Bejarano replied that Clerk Andrés Quintero is on audio and video. He commented he, Vice-President Corina Herrera-Loera, and Member Linda Chavez are on video.

Vice-President Corina Herrera-Loera said she received a text from a community member that the zoom in Spanish is not working.

President Ernesto Bejarano said Director Avtar Gill is working on it and thanked Vice-President Corina Herrera-Loera for letting him know.

President Ernesto Bejarano asked Trustees if they had any questions.

President Ernesto Bejarano said he had a question for Counsel Rogelio Ruiz on the second page of the resolution right after item D. He asked that Counsel Rogelio Ruiz explain what it means.

Counsel Rogelio Ruiz said it is referred to as a saving clause which means because of the extraordinary nature in this resolution. He said there maybe at some point in time legal challenges. He commented on all these actions being taken into specific actions with specific orders that may impact this resolution and this saving provision in some portion of the resolution or some prior acts of the resolution. He commented they may be thrown out by the court of law because they violate the state and federal. He said the balance of the resolution stays in effect to the extent, in other words, it would not wipes the entire resolution and require the Board to do this all over again.

President Ernesto Bejarano said he had said he would revisit public comment.

Public Comment:

- 1) Assistant Superintendent Sanchez read an email from Sandra Rivera kindergarten teacher at Chavez asked why the Board Meeting was only to address the closure when teachers have been expected to go above and beyond in doing distance learning. She said each principal is given different information and being asked to do different things.

President Ernesto Bejarano asked Member Dolores Marquez-Frausto if she was able to hear the meeting.

Member Dolores Marquez-Frausto replied she can hear but she is fading in and out. She asked if the rest of her colleagues are at the Boardroom.

President Ernesto Bejarano commented that he is on video as well as Vice-President Corina Herrera-Loera and Member Linda Chavez. He also stated that Clerk Andrés Quintero is on audio and video.

Vice-President Corina Herrera-Loera said she received a text from a community member that the Zoom in Spanish is not working.

President Ernesto Bejarano said Director Avtar Gill is working on it and thanked Vice-President Corina Herrera-Loera for letting him know.

President Ernesto Bejarano asked Trustees if they had any questions.

President Ernesto Bejarano said he had a question for Counsel Rogelio Ruiz on the second page of the resolution right after item D. He asked that Counsel Rogelio Ruiz explain what it means.

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President Ernesto Bejarano stated that he had said he would revisit public comment.

Public Comment:

- 1) Assistant Superintendent Sanchez read an email from Sandra Rivera, kindergarten teacher at Chavez, who asked why the Board Meeting was only to address the closure when teachers have been expected to go above and beyond in doing distance learning. She said each principal has been given different information and is being asked to do different things.

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

Vice-President Corina Herrera-Loera thanked the administration and Counsel Rogelio Ruiz for putting this Special Board Meeting together. She thanked President Ernesto Bejarano for coordinating with Superintendent Bauer and keeping the Board posted. She commented that things changed by the hour within this last week. She said she is in agreement with the resolution and she is looking forward to voting on that. She said she was thinking about the Superintendents within the East Side Alliance and how they collaborate to serve families in the community. She commented she is looking forward to having all the children connected with a device.

Clerk Andrés Quintero said he wanted to echo on the recognition to all the staff and teachers for putting packages together for students to continue their learning at home. He thanked custodians for keeping everyone safe and CNS for passing out food to children.

Member Linda Chavez thanked everyone for doing their jobs that they are doing. She said this is beyond the district's control. She thanked those who are going above and beyond. She said the Board should backup the administration because the Board does not know the details. She said, in the end, the Board needs to make a decision that is best for everyone's health and education. She asked everyone to be patient.

Dolores Marquez-Frausto thanked the staff and Director Avtar Gill for connecting the Board. She was thankful for the public comment that came in. She said the district needs to get used to this process and the public has been informed. She thanked the staff that worked so hard on putting the Board Meeting together.

**MOTION #01-13 by Member Dolores Marquez-Frausto to approve Action Item 3.01 as presented. MOTION #01-13 was seconded by Clerk Andrés Quintero.**

#### **Public Comment:**

- 1) Assistant Superintendent Sanchez read a public comment from Delza Gonzalez. She said she appreciates that this issue of importance was addressed. She asked how the district is involving parents and teachers in the decisions related to students. She asked how the district is addressing the special education students. She said she heard that translation has been a huge issue for parents.

President Ernesto Bejarano said he would like to echo the sentiment of everyone who has spoken. He said obviously these are unprecedented times for everyone. He said he appreciates the comments made by Vice-President Corina Herrera-Loera about how things sometimes change within the hour. He said he assumes the next meeting there can be something set to make modifications to adapt the new orders. He thanked the district's staff who have been seemingly working around the clock to get things lined up. He said it is not easy to coordinate as individuals with everyone's family but also with a fairly large organization. He said there is no one more prepared than the district's resilient Alum Rock Community. He thanked the volunteers.

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

President Ernesto Bejarano said he did not know if anyone went to the food distribution. But after speaking with the district's CNS staff, that has not been an easy task.

Counsel Rogelio Ruiz asked Board President if he could have an accurate record of who made the motion and seconded it.

President Ernesto Bejarano said there was a motion to pass the resolution made by Member Dolores Marquez-Frausto and Clerk Andrés Quintero seconded it.

***MOTION #01-13 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.***

President Ernesto Bejarano thanked everyone for their participation and for coordinating the Board Meeting. He said he knows there were some challenges. He said for everyone to take care of themselves and their families.

### **4. ADJOURNMENT**

#### **4.01 President Adjourns the Meeting**

President Ernesto Bejarano adjourned the meeting at 12:37 p.m.

Respectfully submitted,

---

Andrés Quintero  
Clerk

/mc



9.02

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: April 24, 2020

**Subject:** Acceptance of Donations

**Staff Analysis:** The District has received donations as summarized on the sheet dated May 14, 2020.

**Recommendation:** Staff recommends approval for acceptance of these donations.

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

To the Board of Trustees:

Meeting: May 14, 2020  
Regular Board Meeting

**Recommend Approval**

9.02  
Agenda Placement

  
Hilary Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

ACCEPTANCE OF DONATIONS

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<u>DONOR NAME</u>	<u>DESCRIPTION OR PURPOSE</u>	<u>ESTIMATED VALUE</u>	<u>RECEIVING SCHOOL OR DEPARTMENT</u>
Benevity Fund Synopsys	Materials & Supplies	\$ 40.00	Arbuckle Elementary
Lifetouch	Materials & Supplies	\$ 227.72	Cassell Elementary
Environmental Volunteers	Materials & Supplies	\$ 500.00	Sheppard Middle
Applied Materials YourCause, LLC	Materials & Supplies	\$ 200.00	Sheppard Middle
Mr. & Ms. Joselito Forteza	Materials & Supplies	\$ 100.00	Sheppard Middle



# ARBUCKLE ELEMENTARY

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1970 Cinderella Lane San José, CA 95116 Phone: 408-928-7100 Fax: 408-928-7101 Principal: Diederich Bonemeyer

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To: Board of Trustees

Fr: Arbuckle Elementary School

Date: May 1, 2020

Re: Benevity Fund Synopsys

Please accept the following donation from Benevity Fund Synopsys in the amount of \$40.00 to be deposited into Arbuckle's donation account. The funds will be used for materials and supplies for the students.

Thank you,

Diederich Bonemeyer  
Principal



## Sylvia Cassell Elementary School

1300 Tallahassee Dr.  
San Jose, CA 95122



Office: (408) 928-7200

Fax: (408) 928-7201

Dr. Sandra Puerta-Sarmiento, Principal

March 17, 2020  
Alum Rock School District  
Board of Trustees  
2930 Gay Avenue  
San Jose, CA. 95127

Dear Board of Trustees:

Please accept the following donations for Board approval and deposit into our donations account:

<u>Company/Sponsor(s) name</u>	<u>Amount</u>
Lifetouch	\$227.72

We would like to thank Lifetouch for their donation and continued support of our students.

Sincerely,

Dr. Sandra Puerta-Sarmiento

BUSINESS OFFICE  
RECEIVED  
2020 MAR 17 P 3:31



April 21, 2018

To Hilaria Bauer, Ph.D., Superintendent  
Honorable Board Members  
Alum Rock Union Elementary School District

From: Jacqueline Montejano. Principal

Re: Monetary Donations to Sheppard Middle School

Please accept the following donations to be used toward Sheppard's instructional program including, integrating technology, professional development, staff activities that build capacity for shared leadership, community connections and events, student events, students, staff and family recognition.

Environmental Volunteers donation	\$500.00
Applied Materials YourCause	\$200.00
Tech Donation	\$100.00

Please deposit into donation account 06 2110 0 4300 00 1110 1000 0000000 170 2110

Thank you in advance for your approval.



Jacqueline Montejano



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

9.03

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES**

To the Board of Trustees:

April 30, 2020

**Subject:** Vendor & Payroll Warrants

**Staff Analysis:** Summary of Vendor and Payroll Warrants issued during April month of Fiscal Year 2019/2020.

Total of vendor warrants	\$	3,325,506.86
Total of payroll warrants	\$	4,484,291.20
<b>Total</b>	<b>\$</b>	<b>7,809,798.06</b>

**Recommendation:** Staff recommends approval of the Vendor & Payroll Warrants for the month of April 2020.

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

To the Board of Trustees:

Meeting: May 14, 2020  
Regular Board Meeting

**Recommend Approval**

9.03

Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

April 2020

	<u>VENDOR WARRANTS</u>	<u>AMOUNT</u>
Fund		
010,050,060,080	General Fund (Incl Payroll A/P)	\$1,689,287.75
120	Child Development Fund	\$10,669.69
130	Cafeteria Fund	\$291,727.56
140	Deferred Maintenance Fund	\$0.00
210	Building Fund	\$8,508.62
250	Capital Facilities Fund	\$0.00
350	County School Facility Fund	\$0.00
400	Special Reserve for Capital Outlay Fund	\$0.00
670	Health and Welfare & Workers Comp	\$1,282,699.42
	<b>Subtotal</b>	<b><u>\$3,282,893.04</u></b>
95	Student Body Fund	\$42,613.82
	<b>Total Vendor Warrants</b>	<b><u>\$3,325,506.86</u></b>

PAYROLL WARRANTS

10th of the month	\$381,189.85
EOM Payroll	\$4,102,827.64
Manual Checks	\$547.42
Void Checks	(\$273.71)
<b>Total Payroll Warrants</b>	<b><u>\$4,484,291.20</u></b>
<b>Grand Total All Warrants</b>	<b><u>\$7,809,798.06</u></b>

AP Warrants used #	From	To
	4002803	- 4003098
Payroll Direct Deposit Pay Stub used #	4703824	- 4705216
Payroll Checks used #	4400381	- 4400511



AP Check Register - Pivot Table Summary by Vendor  
April 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
4IMPRINT INC.	4/1/2020	4002829 060	\$	1,554.94
	4/30/2020	4003048 010	\$	514.81
4IMPRINT INC. Total			\$	2,069.75
ABLE MAINTENANCE, INC.	4/23/2020	4002986 010	\$	2,685.44
ABLE MAINTENANCE, INC. Total			\$	2,685.44
ACCOUNTABLE HEALTHCARE	4/9/2020	4002918 080	\$	12,400.00
ACCOUNTABLE HEALTHCARE Total			\$	12,400.00
ACE EMPOWER ACADEMY	4/13/2020	4002947 010	\$	23,085.00
ACE EMPOWER ACADEMY Total			\$	23,085.00
AGUILAR, ZUNIGA GRISEL	4/2/2020	4002850 130	\$	6.90
AGUILAR, ZUNIGA GRISEL Total			\$	6.90
ALBAELENA MARIA DIAZ TAMAYO	4/9/2020	4002933 130	\$	242.25
ALBAELENA MARIA DIAZ TAMAYO Total			\$	242.25
ALICIA G GONZALEZ	4/2/2020	4002851 130	\$	15.53
ALICIA G GONZALEZ Total			\$	15.53
ALLIANCE FOR YOUTH ACHIEVEMENT	4/30/2020	4003080 010	\$	30.00
ALLIANCE FOR YOUTH ACHIEVEMENT Total			\$	30.00
ALLISON ROSE ANDERSON	4/1/2020	4002830 080	\$	204.59
ALLISON ROSE ANDERSON Total			\$	204.59
ALONDRA GUADALUPE RIOS	4/1/2020	4002831 060	\$	60.00
ALONDRA GUADALUPE RIOS Total			\$	60.00
ALPHA BLANCA ALVARADO(ALPHA1)	4/13/2020	4002948 010	\$	51,669.00
ALPHA BLANCA ALVARADO(ALPHA1) Total			\$	51,669.00
ALPHA JOSE HERNANDEZ (ALPHA	4/13/2020	4002949 010	\$	68,977.00
ALPHA JOSE HERNANDEZ (ALPHA Total			\$	68,977.00
ALUM ROCK #305	4/30/2020	4003081 010	\$	530.00
ALUM ROCK #305 Total			\$	530.00
ALUM ROCK ADMINISTRATORS ASSOC	4/30/2020	4003082 010	\$	525.00
ALUM ROCK ADMINISTRATORS ASSOC Total			\$	525.00
AMAZON WEB SERVICES INC.	4/23/2020	4003003 010	\$	1,735.95
AMAZON WEB SERVICES INC. Total			\$	1,735.95
AMERICAN FIDELITY ASSURANCE	4/30/2020	4003083 010	\$	21,275.00
AMERICAN FIDELITY ASSURANCE Total			\$	21,275.00
AMERICAN FIDELITY ASSURANCE CO	4/30/2020	4003084 010	\$	31,436.22
AMERICAN FIDELITY ASSURANCE CO Total			\$	31,436.22
AMERICAN LEGACY PUBLISHING	4/30/2020	4003023 060	\$	801.54
AMERICAN LEGACY PUBLISHING Total			\$	801.54
ANA LILIA ESPINOZA RIOS	4/2/2020	4002852 130	\$	9.20
ANA LILIA ESPINOZA RIOS Total			\$	9.20
ANTHONY SCOTT BROWN	4/9/2020	4002919 010	\$	75.00
ANTHONY SCOTT BROWN Total			\$	75.00
ANTONIO ANAYA	4/2/2020	4002853 010	\$	43.13
ANTONIO ANAYA Total			\$	43.13
ARAMARK UNIFORM SERVICES	4/23/2020	4002996 130	\$	793.96
ARAMARK UNIFORM SERVICES Total			\$	793.96
ARBOR SCIENTIFIC	4/30/2020	4003049 010	\$	721.32
ARBOR SCIENTIFIC Total			\$	721.32



AP Check Register - Pivot Table Summary by Vendor  
April 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
ARTS ATTACK	4/30/2020	4003073	060	\$ 349.00
ARTS ATTACK Total				\$ 349.00
ASBY SPORTS	4/9/2020	4002920	010	\$ 591.68
ASBY SPORTS Total				\$ 591.68
ASSETGENIE INC.	4/9/2020	4002921	010	\$ 1,738.00
ASSETGENIE INC. Total				\$ 1,738.00
ASSOCIATION OF CALIFORNIA	4/30/2020	4003085	010	\$ 3,322.76
ASSOCIATION OF CALIFORNIA Total				\$ 3,322.76
AT&T	4/1/2020	4002832	010	\$ 398.24
	4/23/2020	4002980	010	\$ 4,050.69
	4/30/2020	4003050	010	\$ 759.75
		4003051	010	\$ 80.25
AT&T Total				\$ 5,288.93
AVID CENTER	4/30/2020	4003052	010	\$ 2,550.00
AVID CENTER Total				\$ 2,550.00
BALCO HOLDINGS INC	4/30/2020	4003062	010	\$ 6,566.70
BALCO HOLDINGS INC Total				\$ 6,566.70
BARBARA CAMPBELL	4/1/2020	4002833	060	\$ 60.00
BARBARA CAMPBELL Total				\$ 60.00
BARNES AND NOBLE	4/1/2020	4002834	060	\$ 131.05
BARNES AND NOBLE Total				\$ 131.05
BAY AREA FLOOR MACHINE	4/9/2020	4002896	010	\$ 54.54
BAY AREA FLOOR MACHINE Total				\$ 54.54
BAY AREA TUTORING ASSOCIATION	4/24/2020	4003021	060	\$ 32,506.74
BAY AREA TUTORING ASSOCIATION Total				\$ 32,506.74
BENCHMARK EDUCATION COMPANY	4/23/2020	4003004	060	\$ 3,637.13
BENCHMARK EDUCATION COMPANY Total				\$ 3,637.13
BIOMETRICS4ALL INC.	4/9/2020	4002922	010	\$ 3.00
BIOMETRICS4ALL INC. Total				\$ 3.00
CALIFORNIA ALLIANCE OF AFRICAN	4/1/2020	4002848	060	\$ 2,250.00
	4/2/2020	4002859	060	\$ 1,500.00
CALIFORNIA ALLIANCE OF AFRICAN Total				\$ 3,750.00
CALIFORNIA DEPARTMENT OF	4/23/2020	4003005	010	\$ 321.86
			060	\$ 350.65
			080	\$ 218.66
CALIFORNIA DEPARTMENT OF Total				\$ 891.17
CALIFORNIA NEWSPAPERS	4/13/2020	4002961	210	\$ 2,215.50
CALIFORNIA NEWSPAPERS Total				\$ 2,215.50
CAL-STEAM INC.	4/23/2020	4002966	050	\$ 3.55
CAL-STEAM INC. Total				\$ 3.55
CAMBIUM LEARNING INC.	4/23/2020	4002997	010	\$ 4,250.00
			060	\$ 250.00
CAMBIUM LEARNING INC. Total				\$ 4,500.00
CANON FINANCIAL SERVICES INC.	4/1/2020	4002803	010	\$ 494.93
			060	\$ 316.84
		4002812	010	\$ 9,861.33
			060	\$ 1,828.96



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Vendor Name	Date	Warrant #	Fund	Sum of Amount	
CANON FINANCIAL SERVICES INC.	43922	4002812	050	\$ 737.43	
			080	\$ 340.85	
			130	\$ 175.89	
	4/9/2020	4002869	010	\$ 71.01	
	4/23/2020	4003010	010	\$ 494.93	
			060	\$ 316.84	
			4003016	010	\$ 9,861.33
			060	\$ 1,828.96	
			050	\$ 737.43	
			080	\$ 340.85	
130			\$ 175.89		
CANON FINANCIAL SERVICES INC. Total				\$ 27,583.47	
CARRILLO SYLVIA T.	4/1/2020	4002835	060	\$ 42.40	
CARRILLO SYLVIA T. Total				\$ 42.40	
CELLCO PARTNERSHIP	4/13/2020	4002956	010	\$ 4,769.15	
CELLCO PARTNERSHIP Total				\$ 4,769.15	
CHRISTINE GARCIA-COGLIANDRO	4/9/2020	4002923	130	\$ 419.85	
		4002934	130	\$ 414.28	
CHRISTINE GARCIA-COGLIANDRO Total				\$ 834.13	
CINTAS CORPORATION	4/2/2020	4002866	010	\$ 426.75	
			050	\$ 87.56	
	4/9/2020	4002897	010	\$ 424.28	
			4002905	010	\$ 553.06
			050	\$ 95.11	
	4/23/2020	4002967	010	\$ 416.68	
			050	\$ 327.72	
CINTAS CORPORATION Total				\$ 2,331.16	
COOK'S AUTOMOTIVE SERVICES	4/1/2020	4002804	010	\$ 996.91	
	4/30/2020	4003063	010	\$ 405.33	
COOK'S AUTOMOTIVE SERVICES Total				\$ 1,402.24	
CROWN CASTLE INTERNATIONAL	4/30/2020	4003074	010	\$ 1,952.28	
CROWN CASTLE INTERNATIONAL Total				\$ 1,952.28	
CSEA VICTORY CLUB	4/30/2020	4003086	010	\$ 51.00	
CSEA VICTORY CLUB Total				\$ 51.00	
CURRICULUM ASSOCIATES LLC	4/30/2020	4003053	010	\$ 61.05	
CURRICULUM ASSOCIATES LLC Total				\$ 61.05	
DANIEL NEGRETE	4/23/2020	4002972	060	\$ 1,055.60	
DANIEL NEGRETE Total				\$ 1,055.60	
DANNY SANCHEZ	4/9/2020	4002870	010	\$ 625.00	
			060	\$ 700.00	
	4/23/2020	4002973	060	\$ 2,500.00	
			4003017	060	\$ 600.00
	4/30/2020	4003064	010	\$ 3,500.00	
DANNY SANCHEZ Total				\$ 7,925.00	
DAYLIGHT FOODS INC	4/9/2020	4002924	130	\$ 38,598.00	
DAYLIGHT FOODS INC Total				\$ 38,598.00	
DELTA DENTAL	4/23/2020	4003006	670	\$ 859.52	



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Vendor Name	Date	Warrant #	Fund	Sum of Amount
DELTA DENTAL Total				\$ 859.52
DENISSE MENDEZ	4/30/2020	4003035	130	\$ 427.39
DENISSE MENDEZ Total				\$ 427.39
DEPARTMENT OF EDUCATION - AWG	4/30/2020	4003087	010	\$ 277.73
DEPARTMENT OF EDUCATION - AWG Total				\$ 277.73
DOMINGO SANCHEZ	4/2/2020	4002860	010	\$ 1,600.00
DOMINGO SANCHEZ Total				\$ 1,600.00
DURHAM SCHOOL SERVICES LP	4/30/2020	4003054	010	\$ 460.00
DURHAM SCHOOL SERVICES LP Total				\$ 460.00
E3 DIAGNOSTICS INC.	4/13/2020	4002962	080	\$ 230.00
E3 DIAGNOSTICS INC. Total				\$ 230.00
ECMC POST DEFAULT SERVICES	4/30/2020	4003088	010	\$ 56.78
ECMC POST DEFAULT SERVICES Total				\$ 56.78
EDGAR J GUDIEL	4/1/2020	4002820	010	\$ 16.10
EDGAR J GUDIEL Total				\$ 16.10
EINSTEIN NOAH RESTAURANT	4/1/2020	4002821	010	\$ 152.44
EINSTEIN NOAH RESTAURANT Total				\$ 152.44
FEDERAL EXPRESS	4/1/2020	4002822	010	\$ 181.37
FEDERAL EXPRESS Total				\$ 181.37
FOLEY & SONS INC	4/9/2020	4002910	010	\$ 911.26
			060	\$ 1,011.34
		4002913	010	\$ 855.53
			060	\$ 310.79
	4/30/2020	4003065	010	\$ 547.03
FOLEY & SONS INC Total				\$ 3,635.95
FOLLETT SCHOOL SOLUTIONS INC.	4/30/2020	4003060	060	\$ 4,843.82
FOLLETT SCHOOL SOLUTIONS INC. Total				\$ 4,843.82
FOSTER DAIRY FARMS	4/23/2020	4003002	130	\$ 45,126.77
FOSTER DAIRY FARMS Total				\$ 45,126.77
FROG ENV. INC	4/30/2020	4003024	010	\$ 574.00
FROG ENV. INC Total				\$ 574.00
GARDA CL WEST	4/9/2020	4002935	130	\$ 235.56
	4/23/2020	4002998	130	\$ 117.78
GARDA CL WEST Total				\$ 353.34
GARDENLAND CENTER INC.	4/9/2020	4002898	050	\$ 301.57
GARDENLAND CENTER INC. Total				\$ 301.57
GEINAH LIM NIERRA	4/23/2020	4002987	080	\$ 89.71
GEINAH LIM NIERRA Total				\$ 89.71
GLORIA YOLANDA HAYES-PERKINS	4/9/2020	4002887	060	\$ 21.83
		4002925	010	\$ 58.16
GLORIA YOLANDA HAYES-PERKINS Total				\$ 79.99
GOLD STAR FOODS	4/9/2020	4002926	130	\$ 106,152.30
GOLD STAR FOODS Total				\$ 106,152.30
GONZALEZ ANA	4/9/2020	4002927	010	\$ 24.50
GONZALEZ ANA Total				\$ 24.50
GREENESPORT ASSOCIATION	4/9/2020	4002928	010	\$ 290.00
	4/13/2020	4002963	010	\$ 1,530.00



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Vendor Name	Date	Warrant #	Fund	Sum of Amount
GREENESPORT ASSOCIATION	4/23/2020	4002981 010	\$	1,160.00
GREENESPORT ASSOCIATION Total			\$	2,980.00
HOME DEPOT U.S.A. INC.	4/9/2020	4002871 010	\$	398.24
		4002899 010	\$	3,594.50
		4002906 010	\$	1,042.77
		4002908 010	\$	1,892.19
	4/23/2020	4002968 050	\$	2,453.93
		4002969 010	\$	37.76
		4002988 010	\$	42.52
HOME DEPOT U.S.A. INC. Total			\$	9,461.91
HORIZON DISTRIBUTORS INC	4/9/2020	4002900 050	\$	952.01
HORIZON DISTRIBUTORS INC Total			\$	952.01
HUSHI NATIVIDAD	4/30/2020	4003066 010	\$	254.18
HUSHI NATIVIDAD Total			\$	254.18
IDA G HARL	4/9/2020	4002929 010	\$	169.19
IDA G HARL Total			\$	169.19
IMAGINE LEARNING INC.	4/1/2020	4002849 060	\$	7,500.00
IMAGINE LEARNING INC. Total			\$	7,500.00
INTERNAL REVENUE SERVICE	4/30/2020	4003089 010	\$	500.00
INTERNAL REVENUE SERVICE Total			\$	500.00
INTERNATIONAL ASSOCIATION FOR	4/30/2020	4003075 060	\$	8,000.00
INTERNATIONAL ASSOCIATION FOR Total			\$	8,000.00
IRENE IAN WAI CHAN	4/30/2020	4003055 060	\$	96.28
IRENE IAN WAI CHAN Total			\$	96.28
ITSAVVY LLC	4/9/2020	4002930 060	\$	1,267.04
	4/23/2020	4002982 010	\$	305.28
	4/30/2020	4003056 060	\$	141.99
ITSAVVY LLC Total			\$	1,714.31
JAMES LE	4/2/2020	4002861 010	\$	560.00
JAMES LE Total			\$	560.00
JASMINE LA SHAUN WOODS	4/1/2020	4002823 060	\$	60.00
JASMINE LA SHAUN WOODS Total			\$	60.00
JONES SCHOOL SUPPLY CO. INC.	4/30/2020	4003057 010	\$	569.05
		060	\$	1,301.74
JONES SCHOOL SUPPLY CO. INC. Total			\$	1,870.79
JUAN DE DIOS TOVAR	4/2/2020	4002862 010	\$	330.00
JUAN DE DIOS TOVAR Total			\$	330.00
JUANITA SANCHEZ	4/30/2020	4003036 080	\$	1,763.64
JUANITA SANCHEZ Total			\$	1,763.64
JULIO CESAR VILLALOBOS	4/30/2020	4003037 060	\$	142.20
JULIO CESAR VILLALOBOS Total			\$	142.20
KAISER	4/1/2020	4002836 670	\$	302.00
	4/23/2020	4003007 670	\$	196,348.73
KAISER Total			\$	196,650.73
KAISER PERMANENTE	4/1/2020	4002837 670	\$	412.66
KAISER PERMANENTE Total			\$	412.66
KIPP HEARTWOOD ACADEMY	4/13/2020	4002950 010	\$	64,878.00



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Vendor Name	Date	Warrant #	Fund	Sum of Amount
KIPP HEARTWOOD ACADEMY Total			\$	64,878.00
KIPP PRIZE PREPARATORY ACADEMY	4/13/2020	4002951 010	\$	64,859.00
KIPP PRIZE PREPARATORY ACADEMY Total			\$	64,859.00
LAKESHORE EQUIPMENT COMPANY	4/1/2020	4002838 010	\$	67.13
	4/30/2020	4003058 010	\$	1,570.18
		060	\$	131.59
		4003076 010	\$	27.21
LAKESHORE EQUIPMENT COMPANY Total			\$	1,796.11
LATINO FILM INSTITUTE	4/30/2020	4003077 010	\$	21,564.00
LATINO FILM INSTITUTE Total			\$	21,564.00
LAZEL INC	4/1/2020	4002839 010	\$	279.84
	4/9/2020	4002931 060	\$	2,001.12
	4/23/2020	4002983 060	\$	559.80
LAZEL INC Total			\$	2,840.76
LDP INC	4/30/2020	4003059 060	\$	2,818.66
LDP INC Total			\$	2,818.66
LET'S TRAVEL	4/23/2020	4002984 010	\$	5,940.88
LET'S TRAVEL Total			\$	5,940.88
LITTLE HEROES INC.	4/30/2020	4003047 010	\$	5,220.00
		060	\$	26,780.00
LITTLE HEROES INC. Total			\$	32,000.00
LONDON, CORINE	4/30/2020	4003078 080	\$	22.00
LONDON, CORINE Total			\$	22.00
LOWES COMPANIES INC.	4/23/2020	4002970 050	\$	282.94
LOWES COMPANIES INC. Total			\$	282.94
LOZANO SMITH LLP	4/9/2020	4002885 010	\$	4,252.00
		080	\$	5,518.50
LOZANO SMITH LLP Total			\$	9,770.50
LUKE J. WEILL	4/9/2020	4002901 050	\$	4,575.00
LUKE J. WEILL Total			\$	4,575.00
MANMIT KAUR DHAMI	4/1/2020	4002840 060	\$	60.00
MANMIT KAUR DHAMI Total			\$	60.00
MARIA C. GOCHEZ BLANCO	4/9/2020	4002902 050	\$	120.00
MARIA C. GOCHEZ BLANCO Total			\$	120.00
MARIA CARMINA OROZCO	4/13/2020	4002939 010	\$	83.96
MARIA CARMINA OROZCO Total			\$	83.96
MARIA DILSA GONZALEZ	4/2/2020	4002854 130	\$	24.15
MARIA DILSA GONZALEZ Total			\$	24.15
MARICELA GONZALEZ MAGANA	4/2/2020	4002855 130	\$	23.00
MARICELA GONZALEZ MAGANA Total			\$	23.00
MAXIM HEALTHCARE	4/1/2020	4002805 080	\$	16,753.50
	4/9/2020	4002888 080	\$	6,393.50
MAXIM HEALTHCARE Total			\$	23,147.00
MCARTHUR & LEVIN LLP	4/30/2020	4003038 080	\$	1,414.50
MCARTHUR & LEVIN LLP Total			\$	1,414.50
MID AMERICA ADMINISTRATION	4/10/2020	4002937 010	\$	8,075.74
	4/30/2020	4003090 010	\$	2,521.00



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Vendor Name	Date	Warrant #	Fund	Sum of Amount
MID AMERICA ADMINISTRATION Total				\$ 10,596.74
MIKE NASCIMENTO	4/2/2020	4002863 010	\$	330.00
MIKE NASCIMENTO Total				\$ 330.00
MONICA MEZA	4/23/2020	4002999 130	\$	18.40
MONICA MEZA Total				\$ 18.40
MOTTER'S MUSIC HOUSE INC	4/13/2020	4002940 010	\$	285.90
MOTTER'S MUSIC HOUSE INC Total				\$ 285.90
MUSICIAN'S FRIEND, INC.	4/30/2020	4003067 010	\$	187.36
MUSICIAN'S FRIEND, INC. Total				\$ 187.36
NADIA G MIRANDA	4/2/2020	4002856 130	\$	38.53
NADIA G MIRANDA Total				\$ 38.53
NANCY ANN HADDOX	4/30/2020	4003068 010	\$	393.00
NANCY ANN HADDOX Total				\$ 393.00
NESTLE WATERS NORTH AMERICA	4/1/2020	4002824 010	\$	200.15
		130	\$	17.93
	4/23/2020	4002993 010	\$	419.95
		050	\$	25.95
	4/30/2020	4003039 010	\$	10.22
NESTLE WATERS NORTH AMERICA Total				\$ 674.20
NEXTEL OF CALIFORNIA INC.	4/13/2020	4002952 010	\$	2,338.19
NEXTEL OF CALIFORNIA INC. Total				\$ 2,338.19
NORCAL TRUCK LEASING INC	4/9/2020	4002872 010	\$	670.00
		4002889 010	\$	1,654.80
	4/30/2020	4003025 010	\$	2,010.00
		4003069 010	\$	767.44
NORCAL TRUCK LEASING INC Total				\$ 5,102.24
NORTHERN SPEECH SERVICES INC.	4/13/2020	4002941 010	\$	104.16
NORTHERN SPEECH SERVICES INC. Total				\$ 104.16
OCCUPATIONAL HEALTH CTR OF CA	4/9/2020	4002932 010	\$	265.00
OCCUPATIONAL HEALTH CTR OF CA Total				\$ 265.00
OFFICE DEPOT	4/1/2020	4002813 010	\$	3,337.05
		4002814 010	\$	2,796.83
		4002815 010	\$	1,854.50
		060	\$	577.56
		050	\$	54.51
		670	\$	42.71
		130	\$	74.73
		4002816 010	\$	2,644.19
		060	\$	139.81
		4002817 010	\$	1,506.88
		060	\$	278.44
		4002818 010	\$	2,732.81
		4002819 010	\$	3,433.11
		060	\$	(187.37)
		050	\$	3.66
	4/9/2020	4002895 010	\$	3,074.87
	4/23/2020	4002995 010	\$	3,883.57



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Vendor Name	Date	Warrant #	Fund	Sum of Amount
OFFICE DEPOT	4/30/2020	4003061	010	\$ 8,409.71
			060	\$ 76.58
			130	\$ 269.68
OFFICE DEPOT	Total			\$ 35,003.83
ORENDA EDUCATION	4/23/2020	4002989	060	\$ 59,962.50
ORENDA EDUCATION	Total			\$ 59,962.50
OTC DIRECT INC	4/9/2020	4002873	010	\$ 547.20
	4/30/2020	4003026	010	\$ 140.43
OTC DIRECT INC	Total			\$ 687.63
P & R PAPER SUPPLY COMPANY	4/23/2020	4003000	130	\$ 27,510.33
P & R PAPER SUPPLY COMPANY	Total			\$ 27,510.33
PACIFIC EDUCATORS INC.	4/30/2020	4003091	010	\$ 98.58
PACIFIC EDUCATORS INC.	Total			\$ 98.58
PAM L. ABERG	4/1/2020	4002841	210	\$ 843.12
PAM L. ABERG	Total			\$ 843.12
PARTRIDGE CONSULTING INC.	4/9/2020	4002890	080	\$ 5,500.00
PARTRIDGE CONSULTING INC.	Total			\$ 5,500.00
PEARSON EDUCATION INCORPORATED	4/9/2020	4002874	080	\$ 185.73
PEARSON EDUCATION INCORPORATED	Total			\$ 185.73
PEREZ, EUGENIANO LIM	4/30/2020	4003027	010	\$ 204.18
PEREZ, EUGENIANO LIM	Total			\$ 204.18
PERSEUS ASSOCIATES	4/23/2020	4002990	010	\$ 525.00
PERSEUS ASSOCIATES	Total			\$ 525.00
PG&E	4/1/2020	4002842	010	\$ 50.07
	4/13/2020	4002958	010	\$ 129,664.51
PG&E	Total			\$ 129,714.58
PLAY THERAPY SUPPLY LLC	4/30/2020	4003028	060	\$ 421.34
PLAY THERAPY SUPPLY LLC	Total			\$ 421.34
PORTER, MICHAEL	4/2/2020	4002864	010	\$ 210.00
PORTER, MICHAEL	Total			\$ 210.00
POSITIVE PROMOTIONS INC	4/1/2020	4002806	010	\$ 401.34
	4/9/2020	4002891	010	\$ 675.38
POSITIVE PROMOTIONS INC	Total			\$ 1,076.72
PRE-PAID LEGAL SERVICES INC.	4/30/2020	4003092	010	\$ 278.00
PRE-PAID LEGAL SERVICES INC.	Total			\$ 278.00
PRESENTATION PRODUCTS INC.	4/1/2020	4002807	010	\$ 118.24
PRESENTATION PRODUCTS INC.	Total			\$ 118.24
QUADIENT FINANCE USA, INC.	4/13/2020	4002957	010	\$ 5,050.00
QUADIENT FINANCE USA, INC.	Total			\$ 5,050.00
QUADIENT, INC.	4/9/2020	4002875	010	\$ 315.62
	4/30/2020	4003029	010	\$ 315.62
QUADIENT, INC.	Total			\$ 631.24
RAFAEL H. SANTIAGO	4/23/2020	4003018	010	\$ 2,616.00
RAFAEL H. SANTIAGO	Total			\$ 2,616.00
RANDALL E. KLEIN	4/30/2020	4003079	010	\$ 96.00
RANDALL E. KLEIN	Total			\$ 96.00
READING READING BOOKS LLC	4/1/2020	4002808	060	\$ 1,360.80



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Vendor Name	Date	Warrant #	Fund	Sum of Amount
READING READING BOOKS LLC Total				\$ 1,360.80
REALLY GOOD STUFF LLC	4/30/2020	4003030	010	\$ 50.23
			060	\$ 355.69
REALLY GOOD STUFF LLC Total				\$ 405.92
REBECA GARCIA	4/2/2020	4002857	130	\$ 24.73
REBECA GARCIA Total				\$ 24.73
RECOLOGY SOUTH BAY	4/13/2020	4002953	010	\$ 1,652.61
		4002959	010	\$ 18,572.29
RECOLOGY SOUTH BAY Total				\$ 20,224.90
REHON & ROBERTS	4/9/2020	4002914	010	\$ 16,892.45
			210	\$ 5,450.00
REHON & ROBERTS Total				\$ 22,342.45
REILLY BEHAVIORAL &	4/23/2020	4002974	080	\$ 12,315.00
REILLY BEHAVIORAL & Total				\$ 12,315.00
RESOURCE AREA FOR TEACHERS	4/9/2020	4002876	010	\$ 191.44
RESOURCE AREA FOR TEACHERS Total				\$ 191.44
RICK DELONG	4/2/2020	4002867	010	\$ 1,445.00
	4/9/2020	4002903	010	\$ 1,330.00
RICK DELONG Total				\$ 2,775.00
RMC A RAY MORGAN COMPANY	4/1/2020	4002825	050	\$ 150.00
	4/9/2020	4002884	010	\$ 1,671.59
			060	\$ 278.49
			080	\$ 215.46
		4002886	010	\$ 3,069.85
			060	\$ 1,115.26
		4002892	010	\$ 1,776.50
			060	\$ 220.94
			050	\$ 96.85
		4002904	010	\$ 1,058.13
			060	\$ 165.70
			050	\$ 372.31
			130	\$ 2,306.78
		4002907	010	\$ 808.66
			060	\$ 395.96
		4002909	010	\$ 2,221.62
			060	\$ 497.11
		4002911	010	\$ 639.82
			060	\$ 250.15
	4/13/2020	4002942	010	\$ 679.25
			060	\$ 32.93
			080	\$ 776.68
	4/23/2020	4002971	010	\$ 354.11
			060	\$ 16.40
		4002975	010	\$ 819.35
			080	\$ 82.57
		4002979	010	\$ 599.95
			060	\$ 261.97



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Vendor Name	Date	Warrant #	Fund	Sum of Amount
RMC A RAY MORGAN COMPANY	4/23/2020	4003011	010	\$ 352.44
	4/30/2020	4003031	010	\$ 18.30
			080	\$ 464.55
<b>RMC A RAY MORGAN COMPANY Total</b>				<b>\$ 21,769.68</b>
RO HEALTH INC.	4/9/2020	4002893	010	\$ 10,357.59
<b>RO HEALTH INC. Total</b>				<b>\$ 10,357.59</b>
ROCHESTER 100 INC.	4/30/2020	4003070	010	\$ 1,025.00
<b>ROCHESTER 100 INC. Total</b>				<b>\$ 1,025.00</b>
ROCKETSHIP FUERZA	4/13/2020	4002954	010	\$ 92,537.00
<b>ROCKETSHIP FUERZA Total</b>				<b>\$ 92,537.00</b>
ROCKETSHIP SI SE PUEDE	4/13/2020	4002955	010	\$ 50,628.00
<b>ROCKETSHIP SI SE PUEDE Total</b>				<b>\$ 50,628.00</b>
RODAN ENTERPRISES INC.	4/13/2020	4002943	060	\$ 150.50
<b>RODAN ENTERPRISES INC. Total</b>				<b>\$ 150.50</b>
ROYAL BRASS INC.	4/9/2020	4002915	010	\$ 443.94
<b>ROYAL BRASS INC. Total</b>				<b>\$ 443.94</b>
SAN JOSE COMMUNITY MEDIA	4/1/2020	4002843	010	\$ 460.00
<b>SAN JOSE COMMUNITY MEDIA Total</b>				<b>\$ 460.00</b>
SAN JOSE WATER COMPANY	4/1/2020	4002844	010	\$ 69.12
	4/13/2020	4002960	010	\$ 28,366.83
<b>SAN JOSE WATER COMPANY Total</b>				<b>\$ 28,435.95</b>
SANTA CLARA COUNTY OFFICE OF	4/9/2020	4002916	060	\$ 9,960.00
	4/23/2020	4002991	060	\$ 4,500.00
<b>SANTA CLARA COUNTY OFFICE OF Total</b>				<b>\$ 14,460.00</b>
SANTA CLARA COUNTY SHERIFF DPT	4/10/2020	4002938	010	\$ 1,158.07
	4/30/2020	4003093	010	\$ 1.59
<b>SANTA CLARA COUNTY SHERIFF DPT Total</b>				<b>\$ 1,159.66</b>
SANTA CRUZ COUNTY OFFICE OF ED	4/30/2020	4003040	060	\$ 3,000.00
<b>SANTA CRUZ COUNTY OFFICE OF ED Total</b>				<b>\$ 3,000.00</b>
SAVE MART SUPERMARKETS	4/27/2020	4003022	060	\$ 23,750.00
<b>SAVE MART SUPERMARKETS Total</b>				<b>\$ 23,750.00</b>
SCCOE	4/30/2020	4003041	060	\$ 2,750.00
<b>SCCOE Total</b>				<b>\$ 2,750.00</b>
SCHOLASTIC INC.	4/1/2020	4002809	010	\$ 285.46
<b>SCHOLASTIC INC. Total</b>				<b>\$ 285.46</b>
SCHOOL HEALTH CORPORATION	4/9/2020	4002877	080	\$ 140.77
	4/30/2020	4003042	060	\$ 314.59
<b>SCHOOL HEALTH CORPORATION Total</b>				<b>\$ 455.36</b>
SCHOOL NURSE SUPPLY INC.	4/9/2020	4002878	010	\$ 144.06
	4/23/2020	4003012	010	\$ 556.43
	4/30/2020	4003032	010	\$ 320.39
<b>SCHOOL NURSE SUPPLY INC. Total</b>				<b>\$ 1,020.88</b>
SCHOOL SPECIALTY INC.	4/1/2020	4002810	010	\$ 73.95
<b>SCHOOL SPECIALTY INC. Total</b>				<b>\$ 73.95</b>
SCIENCE FROM SCIENTISTS, INC.	4/23/2020	4002992	060	\$ 6,500.00
<b>SCIENCE FROM SCIENTISTS, INC. Total</b>				<b>\$ 6,500.00</b>
SEEDS COMMUNITY RESOLUTION	4/9/2020	4002936	060	\$ 6,000.00



AP Check Register - Pivot Table Summary by Vendor  
April 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SEEDS COMMUNITY RESOLUTION Total			\$	6,000.00
SEESAW LEARNING INC	4/13/2020	4002944 010	\$	1,980.00
SEESAW LEARNING INC Total			\$	1,980.00
SELF INSURED SCHOOLS OF	4/22/2020	4002965 670	\$	840,176.00
SELF INSURED SCHOOLS OF Total			\$	840,176.00
SERVICE STATION SYSTEMS	4/9/2020	4002879 010	\$	605.00
SERVICE STATION SYSTEMS Total			\$	605.00
SHARP ELECTRONICS CORPORATION	4/1/2020	4002811 060	\$	135.66
	4/13/2020	4002945 060	\$	135.66
SHARP ELECTRONICS CORPORATION Total			\$	271.32
SILICON VALLEY EDUCATION	4/1/2020	4002826 060	\$	625.00
	4/30/2020	4003043 010	\$	53,600.00
		060	\$	124,353.00
SILICON VALLEY EDUCATION Total			\$	178,578.00
SILICON VALLEY SECURITY &	4/2/2020	4002868 010	\$	7,991.00
SILICON VALLEY SECURITY & Total			\$	7,991.00
SITHAN LY	4/2/2020	4002858 130	\$	7.48
SITHAN LY Total			\$	7.48
SOUTHERN COUNTIES OIL COMPANY	4/9/2020	4002917 010	\$	36,678.14
SOUTHERN COUNTIES OIL COMPANY Total			\$	36,678.14
SPECTRUM CENTER INC.	4/23/2020	4002976 080	\$	15,735.00
	4/30/2020	4003044 080	\$	10,775.00
SPECTRUM CENTER INC. Total			\$	26,510.00
SPURR	4/23/2020	4002985 010	\$	13,104.60
SPURR Total			\$	13,104.60
STANDARD INSURANCE CO.	4/30/2020	4003094 010	\$	17,443.53
STANDARD INSURANCE CO. Total			\$	17,443.53
STARFALL EDUCATION FOUNDATION	4/13/2020	4002946 060	\$	70.00
STARFALL EDUCATION FOUNDATION Total			\$	70.00
STATE BOARD OF EQUALIZATION	4/23/2020	4003019 010	\$	75.00
STATE BOARD OF EQUALIZATION Total			\$	75.00
STATE DISBURSEMENT UNIT	4/30/2020	4003095 010	\$	1,083.75
STATE DISBURSEMENT UNIT Total			\$	1,083.75
STATE OF CALIFORNIA	4/30/2020	4003033 010	\$	128.00
		4003096 010	\$	6,619.01
STATE OF CALIFORNIA Total			\$	6,747.01
SYSCO SAN FRANCISCO INC.	4/23/2020	4003001 130	\$	68,500.27
SYSCO SAN FRANCISCO INC. Total			\$	68,500.27
TAG/AMS. INC.	4/9/2020	4002880 010	\$	456.50
TAG/AMS. INC. Total			\$	456.50
TALTON, VERONICA	4/30/2020	4003045 010	\$	15.18
TALTON, VERONICA Total			\$	15.18
TAM CONG LE	4/13/2020	4002964 010	\$	81.79
TAM CONG LE Total			\$	81.79
TARA CELENE BICKFORD	4/1/2020	4002845 060	\$	60.00
TARA CELENE BICKFORD Total			\$	60.00
TEACHER CREATED MATERIALS INC.	4/9/2020	4002881 010	\$	205.95



AP Check Register - Pivot Table Summary by Vendor  
April 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
TEACHER CREATED MATERIALS INC. Total			\$	205.95
TEACHER SYNERGY LLC	4/9/2020	4002882 010	\$	93.24
TEACHER SYNERGY LLC Total			\$	93.24
TEAMSTERS LOCAL #150	4/30/2020	4003097 010	\$	10,656.00
TEAMSTERS LOCAL #150 Total			\$	10,656.00
TEAMSTERS MANAGED TRUST FUNDS	4/1/2020	4002846 670	\$	232,272.00
TEAMSTERS MANAGED TRUST FUNDS Total			\$	232,272.00
TEXAS LIFE INSURANCE	4/30/2020	4003098 010	\$	5,491.28
TEXAS LIFE INSURANCE Total			\$	5,491.28
THE AUDACITY PERFORMING ARTS	4/30/2020	4003071 060	\$	5,000.00
THE AUDACITY PERFORMING ARTS Total			\$	5,000.00
THE GOODYEAR TIRE & RUBBER	4/23/2020	4003013 010	\$	867.51
THE GOODYEAR TIRE & RUBBER Total			\$	867.51
THE PROPHET CORPORATION	4/1/2020	4002847 010	\$	440.61
THE PROPHET CORPORATION Total			\$	440.61
THINK TOGETHER	4/9/2020	4002894 060	\$	86,023.10
		4002912 060	\$	20,000.00
	4/23/2020	4003014 120	\$	10,669.69
THINK TOGETHER Total			\$	116,692.79
TONY VERA	4/2/2020	4002865 010	\$	280.00
TONY VERA Total			\$	280.00
TXL HOLDING CORPORATION	4/30/2020	4003046 010	\$	1,531.73
TXL HOLDING CORPORATION Total			\$	1,531.73
U.S. BANK	4/23/2020	4002994 010	\$	1,910.62
U.S. BANK Total			\$	1,910.62
UNITED PARCEL SERVICE	4/30/2020	4003034 010	\$	124.00
UNITED PARCEL SERVICE Total			\$	124.00
VALLEY TRANSPORTATION AUTH.	4/30/2020	4003072 060	\$	3,165.00
VALLEY TRANSPORTATION AUTH. Total			\$	3,165.00
VISION SERVICE PLAN	4/23/2020	4003008 670	\$	12,285.80
VISION SERVICE PLAN Total			\$	12,285.80
VISTA CENTER FOR THE BLIND &	4/23/2020	4002977 080	\$	990.00
VISTA CENTER FOR THE BLIND & Total			\$	990.00
VOLER STRATEGIC ADVISORS	4/23/2020	4003009 010	\$	8,500.00
VOLER STRATEGIC ADVISORS Total			\$	8,500.00
WELLS FARGO EQUIPMENT FINANCE	4/23/2020	4003020 010	\$	29,548.04
WELLS FARGO EQUIPMENT FINANCE Total			\$	29,548.04
WEST MUSIC COMPANY INC	4/23/2020	4002978 010	\$	108.96
WEST MUSIC COMPANY INC Total			\$	108.96
WEST VALLEY MUSIC	4/23/2020	4003015 010	\$	221.09
WEST VALLEY MUSIC Total			\$	221.09
WILLIAM V. MACGILL & CO.	4/9/2020	4002883 010	\$	201.02
WILLIAM V. MACGILL & CO. Total			\$	201.02
YENY ROSALES	4/1/2020	4002827 060	\$	28.23
YENY ROSALES Total			\$	28.23
ZUM SERVICES INC	4/1/2020	4002828 010	\$	26,636.00
ZUM SERVICES INC Total			\$	26,636.00



AP Check Register - Pivot Table Summary by Vendor  
April 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
Grand Total			\$	3,282,893.04

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

9.04

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

To the Board of Trustees:

Subject: Approve/Ratify Notices of Employment and Changes of Status/May 14, 2020/  
Human Resources Department

Staff Analysis:

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

Recommendation:

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

Submitted by: Carlos Moran Title: Assistant Superintendent, Human Resources

To the Board of Trustees:

**Recommend Approval**

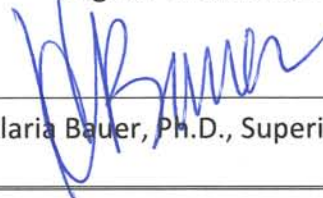
9.04

Agenda Placement

Meeting:

May 14, 2020

Regular Board Meeting



Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-  
HUMAN RESOURCES DEPARTMENT  
MEETING OF THE BOARD OF TRUSTEES  
May 14, 2020**

**CERTIFICATED OFFERS OF EMPLOYMENT:**

**I. New Hires- Substitute Teachers:**

- |                             |            |
|-----------------------------|------------|
| 1. Hernandez, Karina Brenda | 03/12/2020 |
| 2. Manzanedo, Frank         | 01/31/2020 |
| 3. Ocegüera, Dennise        | 03/12/2020 |

**II. Residential Substitute Teacher Contract:**

- |                      |                       |
|----------------------|-----------------------|
| 1. Sanchez, Melany   | 05/01/2020-06/09/2020 |
| 2. Santa Cruz, Jules | 05/01/2020-05/29/2020 |

**III. Retirement:**

- |                       |                            |            |
|-----------------------|----------------------------|------------|
| 1. Reeves, Nannette   | Core/Renaissance Academy I | 06/30/2020 |
| 2. Schierling, Judith | K/L.U.C.H.A. Academy       | 06/30/2020 |

**IV. Returning from One Year Nonpaid Personal Leave of Absence:**

- |                     |              |            |
|---------------------|--------------|------------|
| 1. Moeller, Kristin | .20 FTE PLOA | 04/01/2020 |
|---------------------|--------------|------------|

**V. End of Temporary Contract 6/30/2020:**

- |                          |  |
|--------------------------|--|
| 1. Aguilar, Silvia       | 1-B/Adelante Academy I                   |
| 2. Almazan, Epsom        | Core/Hubbard Media Arts Academy          |
| 3. Bland, Samuel         | SDC/APTITUD Community at Goss            |
| 4. Enriquez, Merly       | 4/Cassell Elementary                     |
| 5. Fenstermaker, Andrew  | Core/Ocala Steam Academy                 |
| 6. Friga, Ayla           | SDC/Russo/McEntee Academy                |
| 7. Haro, Sara            | Core/Fischer Middle School               |
| 8. Hawkins, Zane         | RSP/Mathson Middle School                |
| 9. Lee, Jinjoo           | Core/Renaissance Academy II              |
| 10. Lozano Jr, Jesus     | Music/Instructional Services Dept.       |
| 11. Martinez, Jessica    | Core/Hubbard Media Arts Academy          |
| 12. McArthur, Damani     | RSP/George Middle School                 |
| 13. Miller, Aurora       | Speech Therapist/Special Education Dept. |
| 14. Morales, Elizabeth   | 1-B/Adelante Academy II                  |
| 15. Muniz, Maria         | 4-B/Adelante Academy II                  |
| 16. Norling, Michael     | 5/San Antonio Elementary                 |
| 17. Orozco, Melissa      | RSP/Ocala Steam Academy                  |
| 18. Peterson Jr, Chester | RSP/L.U.C.H.A. Academy                   |
| 19. Riedstra, Robyn      | Math/Sheppard Middle School              |
| 20. Sanchez, Maria       | RSP/Ficher Middle School                 |
| 21. Tenorio, Clara       | TK-B/Adelante Academy II                 |
| 22. Torres, Alejandra    | 1-B/Adelante Academy II                  |

**VI. End of Temporary Contract Non Reelect 6/30/2020:**

- |                             |                       |
|-----------------------------|-----------------------|
| 1. Conn-Ossenfort, Jennifer | TK/Cassell Elementary |
|-----------------------------|-----------------------|

**CLASSIFIED PERSONNEL – May 14, 2020**

**CLASSIFIED OFFERS OF EMPLOYMENT:**

**I. 39mo Re-Employment:**

1. Parden, Euel	Lead Mechanic/Transportation	05/04/2020-08/04/2023
-----------------	------------------------------	-----------------------

**II. Retirement:**

1. Boznos, Franzia	Senior Accounting Assistant/Purchasing Department	07/01/2020
2. Lepe, Virginia D	Child Nutrition Assistant I/Sheppard	06/10/2020
3. Flores, Daniel	Director/M.O.T	06/01/2020



9.05

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: April 22, 2020

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

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

The Santa Clara County Office of Education requires that the District submit a Quarterly Report on Williams Uniform Complaints for all Alum Rock schools. The complaints could be in the areas of insufficient textbooks, teacher vacancy or poor conditions of facilities during January 1, through March 31, 2020. There is 1 (one) Complaint attached.

**Recommendation:** Staff recommends approval of the 3rd Quarterly Report on Williams Uniform Complaints.

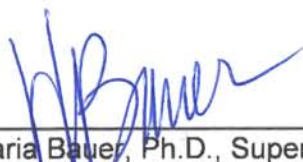
Submitted by: Sandra Garcia Title: Director of State and Federal Programs  
Approved by: Rene Sanchez & S Title: Assistant Superintendent of Instructional Services

To the Board of Trustees:

Meeting: May 14, 2020  
Regular Board Meeting

**Recommend Approval**

9.05  
Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

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

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

## WILLIAMS COMPLAINT FORM

(Uniform Complaint Procedures for California Education Code Section 35186 Complaints)

Anyone may use this form to file a complaint regarding one or more of the following problems: (1) insufficient instructional materials; (2) an unsafe or unhealthy school facility condition; (3) a teacher vacancy or misassignment, and/or (4) a restroom that is closed, not fully operational, or not cleaned, maintained, or stocked regularly. After completing this form, file it with the School Principal. If the Principal does not have sufficient authority to fix the problem, he or she will forward this form to the appropriate school district official for resolution.

► Do you want to receive a written response describing how the problem was fixed?

☒ Yes, I request a written response.

Name: Denise Rodriguez

Address: 2036 Nottoway Ave

City, State, and Zip Code: San Jose, CA 95116

Phone Number (optional): (408) 976-5310

☐ No, I do not request a written response. I am filing this complaint anonymously.

► I request immediate action to correct the following problem(s): Please check all that apply and provide supporting details (attach additional pages if needed).

### I. Textbooks and Instructional Materials:

- ☐ A student does not have required textbooks or instructional materials to use in class.
- ☐ A student does not have textbooks or instructional materials to use at home or after school.
- ☐ Textbooks or instructional materials are in poor or unusable condition, are missing pages, or are unreadable due to damage.
- ☐ Because of a shortage of textbooks or materials, a student was given photocopied sheets from only a portion of a textbook or instructional materials.

Description of the problem: include (1) the names of the textbook(s)/materials that are missing or damaged, (2) the course/grade level and (3) the teacher's name.

### II. Teacher Vacancy or Misassignment:

- ☐ A class has not been assigned a permanent teacher within the first 20 working days of the semester.
- ☐ A teacher is assigned to teach a class for which the teacher lacks the appropriate subject matter credential or authorization.
- ☐ A teacher is assigned to teach a class in which more than 20% of the students are English learners and the teacher lacks the proper credentials or training to teach English learners.

Description of the problem: include (1) the course or grade level and (2) the teacher's full name.

### III. School Building and Facility Conditions:

- ☒ A school building, building system, or part of the school grounds is in a condition that poses a threat to the health and safety of students, teachers, or school employees (for example, the heating, ventilation, fire sprinkler, or AC system doesn't work; the school is infested with rats or other pests; windows are broken or exterior gates will not lock and pose a security risk; or a damaged building or structure creates a potential health or safety hazard).

Description of the problem: include (1) the condition, (2) where it is located, and (3) how it poses a threat to health or safety.

The class rooms are cold 58°F all day. The portable heater that's in the class <sup>A-12</sup> doesn't warm up the classroom, it's unhealthy because we are in the flu season and the children will get sick in cold temps like this more easily.

### IV. Restrooms:

- ☐ A restroom is not fully operational, maintained and cleaned regularly, and stocked at all times with toilet paper, soap, and paper towels or functional hand dryers.
- ☐ The school is not keeping all restrooms open during school hours when pupils are not in classes.
- ☐ The school is not keeping a sufficient number of restrooms open during school hours when pupils are in classes.

Description of the problem: include location of the restroom.

► **IMPORTANT:** I am mailing / hand-delivering (circle one) this form on 1/14/0020 (date) to

Principal Baner Meyer (name) at Adelante Nohon Language Academy (school name & address).

**Please make and keep a copy of this completed form for your records.**

ACURITE®



1/10/20  
9:14am

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 TRUSTEES**

To the Board of Trustees:

Subject : **CONTRACTS FOR PROFESSIONAL SERVICES – FIRMS/ORGANIZATIONS**

**Staff Analysis:**

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

**Recommendation:**

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

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

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

To the Board of Trustees:

Meeting: May 14, 2020

Recommend Approval

Regular Board Meeting

9.06

Hilaria Bauer

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  
May 14, 2020 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>
Business Services Kolvira Chheng	07/01/20- 06/30/21	Crowe LLP.	\$15,000.00 NTE	Yearly Audit and Report on Financial Statements of Alum Rock Measure J General Obligation Bond activity for the year ending June 30,2020. Funding:
Business Services Kolvira Chheng	07/01/20- 06/30/21	Crowe LLP.	\$80,000.00 NTE	Yearly Audit and report on the Financial Statements of Alum Rock for the year ending June 30, 2020. Funding:
Maintenance Ed Villarreal	09/01/19- 06/30/20	Harry L. Murphy, Inc.	\$14,000.00	Contract Extension: C206010 Original contract amount \$85,000.00. New total contract amount \$99,000.00. Increase due to additional services needed for the remainder of the fiscal year. Funding: Restricted
Maintenance Ed Villarreal	03/01/20- 06/30/20	California United Mechanical, Inc. dba: United Mechanical, Inc.	\$5,000.00	Provide repair and maintenance of refrigeration units at multiple facilities, district-wide. On an as needed basis. Funding: Restricted
Special Education Anthony Colonna	01/20/20- 06/30/20	Spectrum Center, Inc.	\$27,650.00	Contract Extension: C206114 Original contract amount \$29,206.00. New total contract amount \$56,856.00. Alum Rock student has moved from another NPS to Spectrum Center. Funding: Sp Ed

**Alum Rock Union Elementary School District  
May 14, 2020 Board Meeting**

**PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS**

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State & Federal Sandra Garcia	06/12/20- 07/31/20	Jose Valdes Math Foundation	\$82,500.00	Summer enrichment program and summer remedial program for students currently in 4 <sup>th</sup> -6 <sup>th</sup> grades. This is a 28-day program at ARUSD campus or virtual session. Summer program dates are June 15 to July 24, 2020. Valdes will serve up to 120 students per enrichment and 240 students for remedial program. Funding: General
State & Federal Sandra Garcia	06/17/20- 07/31/20	Silicon Valley Education Foundation	\$99,200.00	Elevate Math is a summer intervention program designed to elevate student achievement in math for students entering 3 <sup>rd</sup> -7 <sup>th</sup> grade (4 classes @ each). Computer Science Institute (CSI) course will expand access to STEM education and specifically computer science knowledge and experiences for students that would not otherwise be exposed. Course will be offered to students entering 7 <sup>th</sup> -8 <sup>th</sup> grade (2 classes). These programs will be offered virtually. Funding: General/Restricted
State & Federal Sandra Garcia	06/17/20- 07/31/20	Tutorwoks, Inc.	\$82,346.00	Tutorwoks provides an on-site virtual academic intervention program that is customized to address students' specific needs. The program integrates certified staff and technology based support as part of an instructional program. Mastery or Webinar format are available for the 2020 program for up to 1500 students. Funding: Restricted

**PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS**

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Superintendent's Office Dr. Hilaria Bauer	07/01/20- 06/30/21	Jess Serna	\$70,000.00	Professional coaching services and lead bargaining unit negotiator. Professional coaching for both Assistant Superintendent of Human Resources and Director of Human Resources. Lead bargaining negotiations for all units. Funding: General
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# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Request for Contracted Services

To: BUSINESS OFFICE Contract No.: \_\_\_\_\_ Vendor No.: 02115

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

- ☒ MOU (negotiated Agreement) ☐ MASTER CONTRACT PARTICIPATION  
☐ Exhibit B & C (Fingerprinting and TB Test) ☒ Scope of Work/Proposal

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

\* Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company: Crowe LLP

Address: 400 Capitol Mall STE #1400 City: Sacramento State: CA Zip: 95814

Phone: (916) 441-1000 Email: charles.raibley@corwe.com

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

CONTRACT TERM: start dates July 2020 end date June 2021

### CONTRACTOR'S OBLIGATION:

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

Yearly Audit and Report on Financial Statements of Alum Rock Measure J General  
Obligation Bond Activity for the Year Ending June 30, 2020

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

- a. Fee Rate: \$ \_\_\_\_\_ per \_\_\_\_\_ Not to Exceed \_\_\_\_\_ of services.  
X b. Other: \$ NTE \$15,000

Describe other related costs: \$15 K Measure J Audit (Fund 210)

BUDGET CODE: 210-9503-0-5812-00-9000-8500-000000-450-9503

M. Newton 5/11/2020  
 Accountant Initials

Accountant Initials

### APPROVALS:

#### ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: \_\_\_\_\_ Date: \_\_\_\_\_  
 Director of Fiscal Services: [Signature] Date: 4/30/20  
 Asst. Supt., of Business Services: [Signature] Date: 5/5/20  
 Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_





**Crowe LLP**  
Independent Member Crowe Global

400 Capitol Mall, Suite 1400  
Sacramento, CA 95814-4498  
Tel 916-441-1000  
Fax 916-441-1110  
[www.crowe.com](http://www.crowe.com)

March 3, 2020

Kolvira Chheng  
Assistant Superintendent of Business Services  
Alum Rock Union Elementary School District  
2930 Gay Avenue  
San Jose, California 95127

Dear Ms. Chheng:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Alum Rock Union Elementary School District ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any attachments thereto, is an integral part of this letter, and its terms are incorporated herein.

## AUDIT SERVICES

### Our Responsibilities

We will audit and report on the financial statements of the Client's Measure J General Obligation Bond Activity for the year ended June 30, 2020.

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount we believe would influence the financial statement users. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making our risk assessments, we consider internal control relevant to the Client's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been

communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to Board of Trustees of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

## PERFORMANCE AUDIT SERVICES

### Our Responsibilities

We will conduct a performance audit on the client's Measure J General Obligation Bond Activity for the year ending June 30, 2020. The objective of our Performance Audit will be to determine if the bond funds have been expended only on the specific projects listed in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

The objective of a performance audit is to provide assurance or conclusions based on an evaluation of sufficient, appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices. Performance audits provide objective analysis so that management and those charged with governance and oversight can use the information to improve program performance and operations, reduce costs, facilitate decision making by parties with responsibility to oversee or initiate corrective action, and contribute to public accountability. We will plan and perform the performance audit in accordance with performance audit standards contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. Because of inherent limitations of an audit, together with the inherent

limitations of internal control, an unavoidable risk that some material misstatements or material non-compliance may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the performance audit objectives.

In making our risk assessments, we consider internal control that is significant within the context of the audit objectives in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control significant within the context of the audit objectives that we have identified during the audit. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

## FINANCIAL AND PERFORMANCE AUDIT SERVICES

### Our Responsibilities

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

*Government Auditing Standards* require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

### The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

#### OTHER SERVICES

##### Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

##### Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

#### FEES

Our fees, exclusive of out-of-pocket expenses and certain technology charges, are outlined below. Certain internal technology charges will be billed per hour of professional time or a flat fee. Internal technology charges reflect our estimate of the costs for technology and related support on this engagement. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the



invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Description of Services	Fee Amount
Financial Statement and Performance Audit of Measure J General Obligation Bonds for the year ending June 30, 2020	\$15,000

We will invoice you as our services are rendered.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

#### MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of Illinois, without regard for choice of law principles.

\* \* \* \* \*

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this letter and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

## ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this engagement letter effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Alum Rock Union Elementary School District

Crowe LLP

DocuSigned by:  
  
BD62E9DE138B416...

Signature

Kolvira Chheng

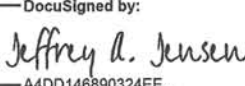
Printed Name

Assistant Supt., Business SVCS

Title

April 20, 2020

Date

DocuSigned by:  
  
A4DD146890324EE...

Signature

Jeffrey A. Jensen

Printed Name

Partner

Title

April 15, 2020

Date

### **Crowe Engagement Terms**

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

**CLIENT'S ASSISTANCE** – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

**PROFESSIONAL STANDARDS** – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

**REPORTS** – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

**CONFIDENTIALITY** – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

**THIRD PARTY PROVIDER** – Crowe may use a third-party provider in providing Services to Client, which may require Crowe to share Client confidential information with the provider. If Crowe uses a third-party provider, Crowe will enter into a confidentiality agreement with the provider to require the provider to protect the confidentiality of Client's confidential information, and Crowe will be responsible to Client for maintaining its confidentiality. The limitations on Client's remedies, vis-à-vis Crowe, in this Agreement will also apply to any subcontractors.

**CLIENT-REQUIRED CLOUD USAGE** – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third-party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm



with any third-parties assisting with or hosting the Cloud Storage that either such third-party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third-parties.

**DATA PROTECTION** – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes Client information pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client represents (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data. Client will reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe will promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the foregoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph in an agreement with such provider.

**GENERAL DATA PROTECTION REGULATION COMPLIANCE** – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"),

then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

**INTELLECTUAL PROPERTY** - Any Deliverables, Works, Inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement ("Work Product"), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Further, Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement ("Materials"). The foregoing ownership will be without any duty of accounting.

**DATA USAGE AND AGGREGATIONS** - Client hereby acknowledges and agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe to improve Crowe services and Materials, including without limitation developing new Crowe services and software or other products. Client also agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

**LEGAL AND REGULATORY CHANGE** - Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

**PUBLICATION** - Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

**CLIENT REFERENCE** – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

**NO PUNITIVE OR CONSEQUENTIAL DAMAGES** – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

**LIMIT OF LIABILITY** – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

**INDEMNIFICATION FOR THIRD-PARTY CLAIMS** – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

**NO TRANSFER OR ASSIGNMENT OF CLAIMS** – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

**TIME LIMIT ON CLAIMS** – In no event will any action against Crowe, arising from or relating to this engagement letter or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

**RESPONSE TO LEGAL PROCESS** – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

**MEDIATION** – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

**JURY TRIAL WAIVER** – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE



ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

**ARBITRATION** – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

**NOTIFICATION OF NON-LICENSEE OWNERSHIP** (For California Engagements) – Crowe ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

**NON-SOLICITATION** – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the



engagement ("Key Personnel"). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party's written consent unless hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel's compensation for the prior twelve-month period with the other party.

**CROWE AND EQUAL OPPORTUNITY** – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

**CROWE GLOBAL NETWORK** – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit [www.crowe.com/disclosure](http://www.crowe.com/disclosure) for more information about Crowe LLP, its subsidiaries, and Crowe Global.



## Report on the Firm's System of Quality Control

December 5, 2019

To the Partners of Crowe LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; audits of broker-dealers; and examinations of service organizations [SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

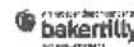
### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Crowe LLP has received a peer review rating of *pass*.

*Cherry Bekaert LLP*

Cherry Bekaert LLP

200 South 10th Street, Suite 900, Richmond, VA 23219 | P 804.673.3700 | [cbl.com](http://cbl.com)



**Peer Review Program**

Administered by the National Peer Review Committee

American Institute of CPAs  
220 Leigh Farm Road  
Durham, NC 27707-8110

December 12, 2019

James Powers  
Crowe LLP  
225 W Wacker DR Ste 2600  
Chicago, IL 60606-1228

Dear James Powers:

It is my pleasure to notify you that on December 12, 2019, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael Fawley".

Michael Fawley  
Chair, National PRC  
nprc@aicpa.org  
+1.919.402.4502

National Peer Review Committee

cc: Samuel Johnson, Scot Ivey

Firm Number: 900010014904

Review Number: 564789



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Request for Contracted Services

To: BUSINESS OFFICE Contract No.: \_\_\_\_\_ Vendor No.: 02115

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

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

☐ **MASTER CONTRACT PARTICIPATION**  
☒ Scope of Work/Proposal

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

\* Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company: Crowe LLP

Address: 400 Capitol Mall STE #1400 City: Sacramento State: CA Zip: 95814

Phone: (916) 441-1000 Email: charles.raibley@corwe.com

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

**CONTRACT TERM:** start dates July 2020 end date June 2021

### CONTRACTOR'S OBLIGATION:

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

Yearly Audit and Report on the Financial Statements of Alum Rock for the year ending  
June 30, 2020

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

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

  X   b. **Other:** \$ NTE \$80,000

Describe other related costs: \$75K-District Annual Audit & \$5K Out of Pocket Reimbursable (Fund 010).

BUDGET CODE: 010-0000-0-5812-00-0000-7100-000000-700-7100

IL 5/4/20  
 Accountant Initials

Accountant Initials

### APPROVALS:

#### ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Director of Fiscal Services: [Signature] Date: 4/30/20

Asst. Supt., of Business Services: Kal Date: 5/5/20

Superintendent: [Signature] Date: \_\_\_\_\_





**Crowe LLP**  
Independent Member Crowe Global

400 Capitol Mall, Suite 1400  
Sacramento, CA 95814-4498  
Tel 916-441-1000  
Fax 916-441-1110  
[www.crowe.com](http://www.crowe.com)

February 17, 2020

Mr. Kolvira Chheng  
Assistant Superintendent of Business Services  
Alum Rock Union Elementary School District  
2930 Gay Avenue,  
San Jose, California 95127

Dear Mr. Chheng:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Alum Rock Union Elementary School District ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any attachments thereto, is an integral part of this letter, and its terms are incorporated herein.

## AUDIT SERVICES

### Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending June 30, 2020.

We will audit and report on the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Client for the period(s) indicated.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Combining and Individual Fund Financial Statements and Schedules
- Organization
- Schedule of Average Daily Attendance
- Schedule of Instructional Time
- Schedule of Expenditures of Federal Awards
- Reconciliation of Unaudited Financial Report with Audited Financial Statements
- Schedule of Charter Schools

• In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Budgetary Comparison Schedules

- Schedule of the Client's Proportionate Share of the Net Pension Liability
- Schedule of Contributions
- 

The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Schedule of Financial Trends and Analysis - Unaudited

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount we believe would influence the financial statement users. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making our risk assessments, we consider internal control relevant to the Client's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to Board of Trustees of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Compliance with State Laws and Regulations – The purpose of this report on compliance is solely to describe the scope of our testing of compliance with State Laws and Regulations, and the results of that testing, based on the requirements of the State of California's *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.
- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.
- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

*Government Auditing Standards* require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

#### The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to



waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

## OTHER SERVICES

### Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

### Preparation of the Schedule of Expenditure of Federal Awards

The Client will provide us with the necessary information to prepare the draft schedule of expenditure of federal awards including the notes thereto. We are relying on the Client to provide us with all information required by the Uniform Guidance for the schedule, notes and other relevant reporting information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the schedule of expenditures of federal awards.

### Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

### Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

### BOND OFFERINGS

With respect to any official statements issued by the Client with which Crowe is not involved, the official statement should indicate that the auditor is not involved with the contents of such official statement. The disclosure should read as:

"Crowe, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crowe also has not performed any procedures relating to this official statement."

### FEES

Our fees, exclusive of out-of-pocket expenses and certain technology charges, are outlined below. Certain internal technology charges will be billed per hour of professional time or a flat fee. Internal technology charges reflect our estimate of the costs for technology and related support on this engagement. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Description of Services	Fee Amount
Audit of the Client's Financial Statements for the year ending June 30, 2020	\$75,000

We will invoice you as our services are rendered.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures

- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

#### MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in

entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of Illinois, without regard for choice of law principles.

\* \* \* \* \*

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this letter and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)



## ACCEPTANCE


I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this engagement letter effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Alum Rock Union Elementary School District

Crowe LLP

DocuSigned by:  
  
BD62E9DE138B416...

Signature

Kolvira Chheng

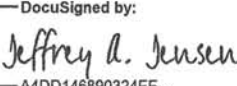
Printed Name

Assistant Supt., Business SVCS

Title

April 20, 2020

Date

DocuSigned by:  
  
A4DD146890324EE...

Signature

Jeffrey A. Jensen

Printed Name

Partner

Title

April 15, 2020

Date

### Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

**CLIENT'S ASSISTANCE** – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

**PROFESSIONAL STANDARDS** – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

**REPORTS** – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

**CONFIDENTIALITY** – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

**THIRD PARTY PROVIDER** – Crowe may use a third-party provider in providing Services to Client, which may require Crowe to share Client confidential information with the provider. If Crowe uses a third-party provider, Crowe will enter into a confidentiality agreement with the provider to require the provider to protect the confidentiality of Client's confidential information, and Crowe will be responsible to Client for maintaining its confidentiality. The limitations on Client's remedies, vis-à-vis Crowe, in this Agreement will also apply to any subcontractors.

**CLIENT-REQUIRED CLOUD USAGE** – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third-party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third-parties assisting with or hosting the Cloud Storage that either such third-party or Client (and

not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third-parties.

**DATA PROTECTION** – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes Client information pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client represents (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data. Client will reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe will promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the forgoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph in an agreement with such provider.

**GENERAL DATA PROTECTION REGULATION COMPLIANCE** – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such

personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

**INTELLECTUAL PROPERTY** - Any Deliverables, Works, Inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement ("Work Product"), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Further, Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement ("Materials"). The foregoing ownership will be without any duty of accounting.

**DATA USAGE AND AGGREGATIONS** - Client hereby acknowledges and agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe to improve Crowe services and Materials, including without limitation developing new Crowe services and software or other products. Client also agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

**LEGAL AND REGULATORY CHANGE** - Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

**PUBLICATION** - Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.



**CLIENT REFERENCE** – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

**NO PUNITIVE OR CONSEQUENTIAL DAMAGES** – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

**LIMIT OF LIABILITY** – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

**INDEMNIFICATION FOR THIRD-PARTY CLAIMS** – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

**NO TRANSFER OR ASSIGNMENT OF CLAIMS** – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

**TIME LIMIT ON CLAIMS** – In no event will any action against Crowe, arising from or relating to this engagement letter or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

**RESPONSE TO LEGAL PROCESS** – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

**MEDIATION** – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

**JURY TRIAL WAIVER** – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE

ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

**ARBITRATION** – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

**NOTIFICATION OF NON-LICENSEE OWNERSHIP** (For California Engagements) – Crowe ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

**NON-SOLICITATION** – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the

engagement ("Key Personnel"). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party's written consent unless hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel's compensation for the prior twelve-month period with the other party.

**CROWE AND EQUAL OPPORTUNITY** – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

**CROWE GLOBAL NETWORK** – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit [www.crowe.com/disclosure](http://www.crowe.com/disclosure) for more information about Crowe LLP, its subsidiaries, and Crowe Global.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

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To: Hilaria Bauer, Ph.D., Superintendent

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

K

Re: Contract Adjustment- Harry L. Murphy

Date: April 30, 2020

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*Summary:*

It is necessary for the District to maintain a contract with a flooring company to respond to emergency floor repairs/replacements as needed at various sites district-wide.

On October 10, 2019 the Board approved contract C206010 in the amount of \$85,000 to provide abatement of asbestos containing materials, demo of old flooring and installation of new flooring. Due to additional needs, staff is recommending to increase the contract by \$14,000 for the remainder of the fiscal year.

*Recommendation:*

Staff recommends that the Board of Trustees approve an increase in the amount of \$14,000 to bring the total amount to \$99,000 for fiscal year 2019-2020.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## PURCHASE ORDER / CONTRACT ADJUSTMENT

P.O. No. \_\_\_\_\_ Contract No. C206010 Contract Original Amount: \$ 85,000.00

Vendor Name: HARRY L. MURPHY INC. Vendor No. 012641

Please check:

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

### CONTRACTS ONLY

Change Orders:

Contracts Original Amount \$ 85,000.00

Change Order #: \_\_\_\_\_ \$ 14,000.00

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

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

**New Contract Total** \$ 99,000.00  
(including Change Orders)

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR 000000	LOC XXX	PROG XXXX	\$ AMOUNT
1	050	8150	0	5815	00	00	8100	000000	450	8130	14,000.00
			0		00			000000			<i>M. new 1/30/20</i>

Reason for Adjustment: Please increase C206010 by \$14,000.00 for additional services for the remainder of the fiscal year. Thank you.

School/Dept.: MOT Requested by: Gloria Fernandez

Approval: *[Signature]* Assistant Superintendent of Business Services

(for Contracts Only)

*[Signature]* Program Manager

Purchasing Manager

Date Requested: \_\_\_\_\_ Date Entered: \_\_\_\_\_ Entered By: \_\_\_\_\_

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



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

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To: Hilaria Bauer, Ph.D., Superintendent

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

K

Re: Contract Approval United Mechanical, Inc.

Date: April 27, 2020

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*Summary:*

The District needs to maintain a contract with an experienced and reliable company that can provide repair and maintenance of the refrigerators district-wide.

*Recommendation:*

Staff recommends that the Board of Trustees approve the contract with United Mechanical, Inc. in the amount of \$5,000 for 2019-2020 fiscal year.

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

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: \_\_\_\_\_

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: CA- **United Mechanical, Inc. dba United Mechanical, Inc.**

VENDOR NO: \_\_\_\_\_

ADDRESS: 2161 Oakland Rd, San Jose, CA 95131

FAX NUMBER: N/A

TELEPHONE NUMBER: (408)228-1913

TAX ID NUMBER: \_\_\_\_\_

E-Mail: ServiceContract@umil.com

**BOARD APPROVAL DATE:** May 14, 2020

**CONTRACT TERM:** From: March 1, 2020 - June 30, 2020

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

- A. One-line description for the Governing Board report: Provide repair and maintenance of refrigeration units at multiple facilities district-wide on an as needed basis.
- B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

**BUDGET CODE:** 050-8150-0-5815-00-0000-8100-000000-450-8130

FUND	LOCATION	PROGRAM	COUNTER	OBJECT	AMOUNT
					\$5,000.00

Program Manager/Principal [Signature] Date: 4/28/20

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

Fiscal Approval [Signature] Date: 4/29/20  
Accountant

Director of Fiscal Services \_\_\_\_\_ Date: \_\_\_\_\_

Asst Supt, Bus Services [Signature] Date: 4/29/20

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

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

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

X  
\_\_\_\_\_ c. **Other:** \$5,000. FY 2019-2020



### **Corporate Overview**

Founded in 2003, United Mechanical, Inc. is one of the largest design-build mechanical contractors in the state, with 2018 revenues in excess of approximately \$195 million. We provide in-house design, engineering, fabrication, installation, maintenance, and energy management services to commercial and industrial facility owners and operators throughout Northern California. Our clients include some of the highest profile and technical facilities in the region, including data centers, research labs, electronics manufacturing, higher education facilities, industrial plants, office campuses, and bio-pharmaceutical facilities.

Our mission is to ensure the safety, energy efficiency, reliability, and asset value of your mechanical systems. As a Preventive Maintenance Agreement client, you receive preferred pricing and priority access to one of the most skilled and experienced service organizations in Northern California. Our integrated HVAC and Plumbing offerings provide you with a single resource for the complete mechanical and control systems of your facility. We provide the following to deliver on our promise of unmatched service excellence:

- Rapid response emergency service 24/7/365, with your preference of electronic or phone-in service requests.
- State-of-the-art diagnostic and service tools. We invest heavily to make sure our technicians have access to the best tools and training resources in the industry.
- Advanced dispatching and mobile technology systems. Our office team and service fleet are able to share and access the same critical information in real time, resulting in unmatched speed of response, quality, and cost savings.
- In-house engineering services and project management teams for larger scale projects.
- Our specialized service, repair, and retrofit/modernization expertise includes the following:
  - > Centrifugal, screw, rotary, and reciprocating chillers. We are one of the only firms in the state which possess in-house expertise across all major chiller manufacturers.
  - > DDC controls.
  - > Customized VFD, power distribution, and control panel upgrades.
  - > Energy analysis and optimization.
  - > Water and steam boiler service and installation, both HVAC and plumbing applications.
  - > Humidification and dehumidification systems.
  - > Kitchen ventilation refrigeration systems.
  - > Mission critical data/computer room cooling systems.
  - > Plumbing system service and repair, including process compressors and chillers, vacuum pumps, and backflow preventer certification.
  - > Magnetic bearing compressors.
  - > Packaged, split, VRF, and built-up DX systems.
  - > Cooling towers, fluid coolers, and evaporative condensers.
  - > Water source heat pumps.
  - > Variable speed drives.
  - > Axial and centrifugal fans.
  - > Hydronic recirculation and domestic booster pumping systems.





Enclosed you will find the following information to facilitate starting our business relationship:

- Customer Setup Form. Please return via email at your earliest convenience to your United Mechanical representative, or to [service@umi1.com](mailto:service@umi1.com).
- Proof of Insurance Document (note: if you require a site-specific Certificate of Insurance please advise and we will promptly obtain one from our carrier).
- W9 Form.

Thank you for this opportunity to be your trusted mechanical service provider. We look forward building a lasting relationship by exceeding your expectations in every way possible.

Sincerely,

Frank Nascimento  
Vice President of Operations  
UNITED MECHANICAL, INC.



### SERVICE RATES & INFORMATION

Date: 4/10/2020  
Gloria Fernandez  
Alum Rock School District  
2930 Gay Avenue  
San Jose, CA 95127

Thank you for considering United Mechanical Inc. to provide HVAC & Plumbing Services for your facility. We appreciate the opportunity and your business. Therefore, for the 2020/2021 Year, we are happy to provide you with the following UMI Service hours, labor rates, response times and office contacts:

**Service office and field hours:**

Monday- Friday: 7:00AM to 4:30PM.

**Service Labor Rates:**

Hourly Rate: .....\$155.00  
Overtime Rate: .....\$232.50  
Holiday Rate: .....\$310.00  
Emergency Service Rate: .....\$232.50  
Truck Charge Rate: .....\$60.00

**Response Times for after hours:**

We guarantee that if Alum Rock School District calls during over time or after hours, that UMI will be onsite within 2-3 hours of that received phone call. When the call is placed to our 24/7 line, you should receive a call back within 30 minutes of that call.

**Office Contacts/24/7 Service Line:**

Quoc Nguyen (Account Manager) - Phone: 408.712.1179 Email: qnguyen@umi1.com  
24/7 Service Line- Phone: 408.228.1913 Email serviceContracts@umi1.com

I hope this meets with your approval. Please do not hesitate to call if you have any questions.

Sincerely,

Quoc Nguyen  
United Mechanical, Inc.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. \_\_\_\_\_ Contract No. C206114 Contract Original Amount: \$29,206

Vendor Name: Spectrum Center Vendor No. 21449

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.: \_\_\_\_\_  
☐ Add/Change object code to: \_\_\_\_\_  
☐ Add Freight: \$ \_\_\_\_\_  
☐ Add Tax: \_\_\_\_\_ %  
☐ Disencumber  
☐ Add/Change Prog. No. to: \_\_\_\_\_  
☐ Other \_\_\_\_\_

### CONTRACTS ONLY

Change Orders:

Contracts Original Amount \$29,206

Change Order #: 1 \$27,650

Change Order #: \_\_\_\_\_ \$ 2070

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

**New Contract Total** \$56,856  
(including Change Orders)

FD	RESC	PY	OBJECT	SUB- OBJ	GOAL	FCTN	COST- CNTR	LOC	PROG	\$AMOUNT	PRG. TITLE	BUS. OFC
080	0000	0	5100	00	0000	1120	000000	380	1820	+27,650		
	0000	0		00	0000		000000					

Reason for Adjustment:

An Alum Rock student has moved from another NPS to Spectrum Center.

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

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

This agreement is effective on 1/15/2020 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on 6/30/2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)		Alum Rock Union Elementary School District				Nonpublic School/Agency		Spectrum School			
Address		2930 Gay Avenue				Address		16360 San Pablo Ave.			
City, State Zip		San Jose CA 95127				City, State, Zip		San Pablo CA 94806			
LEA Case Manager						Phone				Fax	
						e-Mail		accountsreceivable@spectrumschools.com			
Student Last Name		Ramirez		Student First Name		Elias		Program Contact Name			
D.O.B.				I.D. #				Phone		Fax	
								e-Mail			
Grade				Level				Sex		(x) M ( ) F	
Parent/ Guardian Last Name		Lamar		Parent/ Guardian First Name		Annette		Number of Days		102	
								Number of Weeks			
Address						Education Schedule – Regular School Year					
City, State, Zip		San Jose CA 95127				Education Schedule – Extended School Year					
Home Phone						Number of Days				Number of Weeks	
						Contract Begins		1/15/2020		Ends 6/30/2020	
						Master Contract Approved by the Governing Board on					

[illegible]



DATE OF IEP: \_\_\_\_\_

ESTIMATED MAXIMUM RELATED SERVICES COST \$ \_\_\_\_\_

SPECIALIZED EQUIPMENT/SUPPLIES \_\_\_\_\_ \$ \_\_\_\_\_

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

-CONTRACTOR-

-DISTRICT-

Alum Rock Union Elementary School District  
(Name of School District)

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

(Name of Superintendent or Authorized Designee)



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
FROM: State and Federal Department (School/Dept.) VENDOR NO. 18650  
PROGRAM MANAGER: Sandra Garcia

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

Name of Individual/Company: Jose Valdes Math Foundation  
Address: P.O. Box 76484 City: San Jose State: CA Zip: 95159  
Phone: (408) 758-8831 Email Address: bob.turner@josevaldesmath.org  
SSN: \_\_\_\_\_ or Fed I.D. #: 260-825-700

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 12, 2020 end date July 31, 2020
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:
- A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary: Jose Valdes offers a summer enrichment program and summer remedial program for students currently in 4th-6th grades. This is a 28 day program at a ARUSD campus or virtual session. Summer program dates are June 15, - July 24, 2020. Jose Valdes will serve up to 120 students per enrichment and 240 students for remedial 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 (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)
- \_\_\_\_\_ a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.
- ☒ b. **Other:** \$ 82,500.00 (describe rate agreement) \$82,500 - enrichment program (up to 120 students) \$0 - Remedial program (up to 240 students)
5. **BUDGET CODE:**
- | FUND   | DEPARTMENT  | PROG/COUNTER | OBJECT  | \$ AMOUNT | PROG. TITLE | BUS OFC |
|--------|-------------|--------------|---------|-----------|-------------|---------|
| 010000 | 05815001100 | 1000000000   | 3605051 | 82,500.00 |             |         |
|        |             |              |         |           |             |         |
6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**



## Memorandum of Understanding Alum Rock Union Elementary School District and the José Valdés Math Foundation

This Memorandum of Understanding (MOU) establishes the terms and understanding between the Alum Rock Union Elementary School District (District) and the José Valdés Math Foundation (JVMF).

### A. PURPOSE

JVMF will offer:

1. A Common Core Summer Math **Enrichment** Program for students currently in 5th grade and 6th grade who meet or exceed math standards. These classes will be conducted over a 28-day period at a District-provided campus site (June 15, 2020 - July 24, 2020 - see Attachment #1 - Summer Schedule). The District and JVMF anticipate having **80% or more** of the students completing the JVMF Summer Math Enrichment Program to improve at least one full grade level in math proficiency.
2. A Common Core Summer Math **Remedial** Program for students currently in the 4th grade, 5th grade and/or 6th grade who nearly meet or do not meet math standards. These classes will be conducted over a 28-day period at a District-provided campus site (June 15, 2020 - July 24, 2020 - see Attachment #1 - Summer Schedule). The District and JVMF anticipate having **70% or more** of the students completing the JVMF Summer Math Remedial Program to improve at least one full grade level in math proficiency (with approximately **25%** of those improving by two years or more).

### B. SCOPE

The District and JVMF shall provide to participating students, selected by the District, the opportunity to be placed in an appropriate math grade level once they return to class in the Fall.

The JVMF Summer Math Program objectives will be measured through the following metrics:

- Pre/Post tests administered by JVMF.
- Teacher recommendation.
- Achieving scores on standardized tests that reflect that the student is capable of meeting grade-level expectations.
- District standardized-testing data:

2018 District Mathematics Achievement Level	3rd Grade	4th Grade	5th Grade	6th Grade
Standard Exceeded: Level 4	13.55%	11.39%	13.42%	7.81%
Standard Met: Level 3	24.83%	22.42%	13.07%	13.11%
Standard Nearly Met: Level 2	28.25%	33.18%	28.16%	27.77%
Standard Not Met: Level 1	33.36%	33.00%	45.35%	51.30%

<https://vanessa.cole.ca.gov/sh2018ViewReport?m=track&testYear=2018&testType=B&testGroup=1&testUnits=43&testDistrict=69569-000&testSchool=0000000>

### C. TERMS

District shall:

1. Send letters and/or make phone calls to the parents of selected students notifying them of their child's acceptance into the JVMF Summer Math Program.
2. Make every reasonable effort to ensure a maximum of **120 Enrichment students** and a maximum of **240 Remedial students**.
3. Develop and implement a system to register selected students via the JVMF online registration page(s).
4. Secure a maximum of **17 classrooms** at a District-provided campus site.
5. Provide breakfast and/or lunches for students on campus.

6. Track performance of students and provide student data to JVME upon the new school year.
7. Pay \$687.50 per participating Enrichment student, which is 50% of the current \$1,375 tuition. District shall issue a payment of \$41,250 to JVME on or before **April 30, 2020**, which is equal to 50% of the number of students anticipated to participate. The remainder shall be paid by **July 31, 2020**.

JVME shall:

1. Administer both a Summer Math Enrichment Program and a Summer Math Remedial Program to District-eligible students over a 28-day period at a District-provided campus site, from **Monday, June 15, 2020, to Friday, July 24, 2020**.
2. Provide, hire and pay all teachers, teaching assistants, principals, principal assistants, and support staff.
3. Purchase and provide all textbooks and curricula.
4. Provide classes consisting of 6.5 hours of math instruction each day, with up to 2 hours of homework each evening.
5. Finalize pre/post data from JVME and submit to District no later than **September 30, 2020**.

District and JVME shall:

Work collaboratively to ensure that students are placed in the appropriate math level in the JVME Summer Math Program and in the following school year.

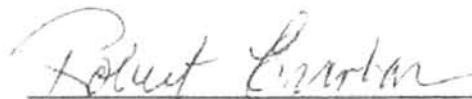
#### **D. DURATION OF MOU**

The term of this MOU is for a period beginning June 15, 2020 (upon Board approval) through September 30, 2020, and may be extended/renewed upon written mutual agreement.

Either party may terminate this MOU upon thirty (30) days written notice without penalties or liabilities.

MOU Agreed to On 03/24/2020 (Date)

BY:



Hilaria Bauer, Ph. D., Superintendent  
Alum Rock Elementary School District  
2930 Gay Avenue  
San Jose, CA 95127

Robert Escobar, Executive Director  
José Valdés Math Foundation  
P.O. Box 26484  
San Jose, CA 95159

#### **Attachment #1: Summer Schedule**

6-Week JVME Summer Math Program	
Start	Monday, June 15, 2020
End	Friday, July 24, 2020
<b>June (12 days) - Monday-Friday:</b>	
15, 16, 17, 18, 19	
22, 23, 24, 25, 26	
29, 30	
<b>July (16 days) - Monday-Friday:</b>	
1	
6, 7, 8, 9, 10	
13, 14, 15, 16, 17	
20, 21, 22, 23, 24	





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_

FROM: State and Federal Department (School/Dept.) VENDOR NO. 18650

PROGRAM MANAGER: \_\_\_\_\_

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

Name of Individual/Company: Silicon Valley Education Foundation

Address: 1400 Parkmoor Avenue, Ste., #200 City: San Jose State: CA Zip: 95126

Phone: (408) 790-9400 Email Address: \_\_\_\_\_

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

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** start date 06/17/2020 end date 07/31/2020

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

A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary: Elevate Math is a summer intervention program designed to elevate student achievement in math for students entering 3rd-7th grade (4 classes @ each). Computer Science Institute (CSI) course will expand access to STEM education and specifically computer science knowledge and experiences for students that would not otherwise be exposed for students entering 7th-8th grade (2 classes). These programs will be offered virtually.

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

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

☒ b. **Other:** \$ 99,200.00 (describe rate agreement) Elevate math - \$83,200. CSI - \$16,000.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
010000	005815001110	1000000000	3605051	\$83,200.00		
060318	205815001110	1000000000	3603182	\$16,000.00		

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

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**

## MEMORANDUM OF UNDERSTANDING

**Silicon Valley Education Foundation  
and  
Alum Rock Union School District  
Elevate [Math] and/or Elevate [Math] Plus Programs**

This Memorandum of Understanding (MOU) serves as a facilitating document establishing an agreement between **Silicon Valley Education Foundation (SVEF)**, located at 1400 Parkmoor Avenue, Suite 200, San José, CA and **Alum Rock Union School District** located at 2930 Gay Ave, San Jose, CA 95127 to implement SVEF's Elevate [Math] programs (collectively, the "Programs") (Elevate [Math] from *June 17, 2020- July 30, 2020*).

All of the provisions of this MOU and any attached documents, project proposals, and/or addenda are subject to mutual agreement of the parties, and to review by the School District Superintendent, and when necessary, the School District's Board of Trustees. Parties to this MOU have the right to terminate this MOU and any addenda by informing the other party in writing three (3) months prior to the date on which termination will become effective.

### **Elevate [Math] Program Description:**

The Elevate [Math] program is designed for incoming 3<sup>rd</sup>–10<sup>th</sup> grade students whose test scores (as measured by Smarter Balanced Assessment Consortium (SBAC) or other objective measures) indicate they are nearly meeting their grade-level standards. The Programs frontload supplemental accelerated instruction in math readiness, so that students are able to successfully complete their next level math course.

Details of each Elevate [Math] program can be found in Addendum I to this MOU.

## **Collaborative Successful Partnership Proposed Roles and Responsibilities:**

### **SVEF agrees to:**

- Provide the curriculum and professional development resources for effective implementation of the curriculum specifically aligned and designed to meet grade-level Common Core State Standards (CCSS).
- Market the Programs to foundations, corporations, businesses, and individuals in an effort to obtain partial funding for the Programs.
- Provide financial contributions as outlined in the “Class Agreement Breakdown” table on page 4 of this MOU. School District will pay for programs prior to the start of the Elevate [Math] Programs.
- Provide project management staffing to assist as needed with the following:
  - o student recruitment;
  - o teacher recruitment;
  - o setting meetings;
  - o tracking execution of the Programs; and
  - o handling financials.
- Assist districts with TB and fingerprinting logistics of volunteers. School District may elect to have SVEF assume the responsibility of fingerprinting and paying teachers.
- Recruit and train college mentors to enhance college curriculum and to provide inspiration and encouragement to students to aspire to attend college.
- Organize the pre- and post-assessments and surveys, prepare reports on the Programs, track overall student achievement gains, and gather student efficacy survey results to share with the School District and funders.
- Collect student emergency contact information and provide safety guidelines for the classroom and online environment.
- Work with the School District to develop a school year follow up and ongoing summer interventions in order to maintain student achievement gains and motivation for preparing for college.
- Recruit and train corporate volunteers to enrich the classroom experience and provide hands-on STEM or Career Inspiration Workshops.
- Organize a College Day field trip for high school students only (E[M] 9-10+).
- Work with teachers to organize and promote End of Program celebrations in each class.
- Host site visits to provide donors and/or partners the opportunity to observe an Elevate [Math] classroom session. Visits may include student and staff photo releases.

**School District agrees to:**

- Appoint a School District representative to serve as the primary liaison for SVEF, with whom Program coordination can be managed—including student/teacher recruitment and logistics of the Programs. The School District representative agrees to respond to requests for information, feedback, and other communications in a timely manner.
- The School District agrees to use the enrollment form created by SVEF and will scan any completed forms to [elevate@svef.com](mailto:elevate@svef.com). If the School District elects to use its own enrollment form, the School District will be responsible for manually entering the hardcopy forms into Elevate [Math]’s online enrollment system. SVEF will not accept scanned forms that do not use the SVEF enrollment template.
- Communicate the policy/procedures for handling student behavior and absence during the summer Programs. The School District will provide SVEF the name of the person responsible.
- Provide basic classroom facilities as outlined in Addendum II to this MOU.
- Provide a financial contribution to the Programs as outlined on page 4 of this MOU. If a class is cancelled less than one month prior to the scheduled class start date, the School District will pay SVEF the class fee as indicated.
- Appoint a School District representative to serve as the data liaison to SVEF who will provide required data in a timely manner as outlined in Addendum V to this MOU.
- Assist in recruitment of teachers for their Program sites. Teachers may be paid through SVEF contract (simplifying the role of the School District) or through traditional School District processes. The preference will be outlined on page 4 of this MOU.
- Provide TB verification and proof of sexual harassment training for your district recruited teachers. (Human Resources)
- Assist in finding substitutes if SVEF is unable to provide cover.
  - o SVEF will pay substitute if SVEF is the teacher’s paying agent.
  - o School District will pay substitute if School District is the teacher’s paying agent.
- Ensure that all teachers participate in the curriculum and professional development training and Professional Learning Communities (PLCs). Teachers’ pay will be deducted for missed professional development or PLCs.
- Assist in recruitment of full classes of students to participate in the Programs.
- Support the administration of the MAC/MARS assessment to Elevate [Math] students and all pre/post surveys.



- Work with SVEF to develop school year follow up and ongoing summer interventions in order to maintain student achievement gains and motivation for preparing for college. SVEF collects placement and success data on all alumni students from third grade through completion of high school.
- Commit to placing students who have successfully completed Elevate [Math] into the appropriate grade-level course for the following school year.
- Identify a representative from the School District's IT department to support the Programs' connection to the internet and ensure that computers/devices are provided for each student to use during the Programs. This includes whitelisting and access to Youtube.com, Desmos, Google Classroom, etc. SVEF will provide the full list.
- Allow SVEF to host site visits by donors and/or partners with the purpose of observing an Elevate classroom session and/or presenting a hands-on STEM Workshop.

**Class Agreement Breakdown:**

	<b># of Classes</b>	<b>Total Cost</b> (\$16,000 per class)	<b>District Contribution</b>
<b>Elevate [Math] 3</b>	<b>4</b>	<b>\$64,000</b>	<b>\$32,000</b>
<b>Elevate [Math] 6</b>	<b>4</b>	<b>\$64,000</b>	<b>\$32,000</b>
<b>Elevate [Math] 7</b>	<b>4</b>	<b>\$64,000</b>	<b>\$19,200</b>
<b>Total</b>	<b>12</b>	<b>\$192,000</b>	<b>\$83,200</b>

☒ **SVEF will be responsible for paying teachers and fingerprinting**

☐ **District will be responsible for paying teachers and fingerprinting and...**

☐ **will or** ☐ **will not invoice SVEF for payment of teacher**

*(SVEF will only reimburse up to \$5700/ES or MS teacher or \$7200/HS teacher)*

*[Signature Page Follows]*

**District Superintendent or Designee Signature:**

Only the authorized agents or their offices listed below may make changes to this MOU and any future addenda, provided, however, that both parties mutually agree upon such changes in writing.

X \_\_\_\_\_  
Superintendent or Designee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**District Data Personnel Signature:**

By signing below, I acknowledge that I have read and understand the data exchange timeline and requirements and agree to meet the deadlines as outlined in Addendum VI and VII to this MOU or otherwise communicated by the VP of Elevate, Elevate Director or Elevate Program managers.

X  \_\_\_\_\_  
Data Personnel Signature\*

4/14/20

\_\_\_\_\_  
Date

 \_\_\_\_\_  
Printed Name

**SVEF Signature:**

X  \_\_\_\_\_  
Deb Negrete

3/12/2020

\_\_\_\_\_  
Date

VP of Elevate Programs, Silicon Valley Education Foundation

## ADDENDA

### Addendum I: Program Components

	<b>Elevate [Math] 3-5</b>	<b>Elevate [Math] 6-8</b>	<b>Elevate [Math] 9-10</b>
Grades	Rising 3rd-5th	Rising 6th-8th	Rising 9th-11th
Length	75 hours	75 hours	125 hours
Curriculum	Elevate [Math] (math and literacy)	Elevate [Math]	Elevate [Math]
Teacher PD	24 hours PD 6 hours PLC Coaching	24 hours PD 6 hours PLC Coaching	24 hours PD 6 hours PLC Coaching
Classroom Mentor	College Mentor (1:3)	College Mentor (1:3)	College Mentor (1:3)
College Awareness	-UC Berkeley College Curriculum	-UC Berkeley College Curriculum	-UC Berkeley College Curriculum -College Day Event
Growth Mindset	19 day curriculum	19 day curriculum	24 day curriculum
STEM/Career Awareness	-STEM Inspiration Workshop	-Career Inspiration Workshop -STEM Hands-On Activity	-Career Inspiration Workshop -STEM Hands-On Activity
End of Program	In-Class Celebration Party	In-Class Celebration Party	In-Class Celebration Party

## Addendum II: Facilities and Support for the Elevate [Math] Programs

School District agrees to provide the location and facilities for the Programs, including:

- Classroom setting for teachers to conduct instruction to students, such that adequate space is allocated for class size of up to twenty (20) students for E[M] 3-5 and thirty-five (35) students for E[M] 6-10+.
- A teacher-preparation and small tutoring space (could be a classroom).
- Access to computers and internet to support an entire class at one time.
- An outdoor space for students to have physical exercise and to mingle during breaks.
- Access for teachers to printers and photocopiers, including teachers who do not work in the School District during the school year.

The School District agrees to provide access to the following classroom equipment:

- Class Set of mini-whiteboards or plastic sheet protectors filled white copy paper
  - *Note: If unable to provide either option, teacher can utilize clear plastic cover of the Elevate [Math] notebook*
- Class Set of dry erase markers and erasers
- Class Set of iPads/Chromebooks/laptops, with access to the following domains:
  - YouTube, Google Classroom, Kahoot!, Desmos, Padlet (for Growth Mindset and College Information curricula\*\*)
- Manipulatives (cm cubes, double-sided counters, etc)
- General Classroom Supplies, including:
  - Markers, pencils
  - Calculators, Rulers, scissors
  - Whiteout, blue tape, glue sticks
  - Paper clips, post-its
- Projector and/or Document Camera
- The following types of paper:
  - Colored Xerox paper (for small posters)
  - Construction paper (for larger posters)
  - Butcher paper
  - Patty paper (*8th grade only*)
- It is highly recommended that districts provide out-of-district teachers with a temporary district email/Google account. This enables teachers and students to access a shared Google Classroom. If districts are unable to do so, Elevate [Math] will create an @elevatemath.com domain that must be whitelisted by the district for use by students and the teacher.

SVEF agrees to provide the following classroom materials:

- A Gift Card provided to each teacher for extra supplies (including, but not limited to, snacks & incentives) and in-lieu of pizza party reimbursement
- Flip chart paper (1 per class)
- Printed program materials, including:



- o Elevate [Math] Curriculum
  - o Pre- and post-assessments
  - o Core FALs and card sorts
  - o College Readiness Curriculum
- Elevate [Math] student swag and materials, including, but not limited to:
  - o Elevate [Math] Notebooks
- Grade-specific program handouts for parents
- End of program certificates
- Student field trip permission forms (*high school classes only*)

### **Addendum III: Guidelines for Teacher Selection; Responsibilities**

School District may request SVEF contract teachers directly and facilitate payment for service. School District may select credentialed teachers appropriate for the Programs and who support Program goals. The teachers should have strong math experience for the grade they will be teaching that summer. Teachers should complete SVEF's pre- and post-Program surveys to provide feedback in support of Program development.

If the School District cannot provide internal district teachers by February 28, 2020, SVEF will work with School District to interview and hire teacher(s) from outside the School District.

#### **Addendum IV: SVEF Professional Development**

All teachers participating in the Elevate [Math] and Elevate [Math] Plus Programs will be required to participate in:

- professional development;
- PLCs (except Elevate [Math] Plus);
- Elevate [Math] coaching program (except Elevate [Math] Plus); and
- Elevate [Math] effectiveness studies.

Teachers who miss any of the required trainings will have their pay deducted to reflect the time missed.

## **Addendum V: Student Data and Tracking of Student Achievement**

SVEF and the School District have partnered to examine students' academic trajectories toward college readiness, which includes preparation in mathematics. The partnership will assess the progress of students who participate in the Elevate [Math] and/or Elevate [Math] Plus Programs through assessments (MAC/MARS), math course placement patterns, and a variety of metrics.

The specific exceptions to the Family Educational Rights and Privacy Act that allow SVEF to request and collect students' data from a district partner are as follows:

1. Studies exception, 34 C.F.R. Section 99.31(a)(6): Elevate [Math] uses education data for studies to improve instruction.
2. Audit or evaluation exception, 34 C.F.R. Sections 99.31(a) and 99.35: Elevate [Math] shares aggregated education data with funders.



## Addendum VI: Data Transfer Timelines

The timelines for data transfer are as follows:

### Elevate [Math] Student Data Timeline

Elevate [Math] Student Data Timeline			
Task	Request Date	Due Date	Data
<u>School District sends</u> E[M] target student list based on criteria outlined in Addenda	November	January	Student Name
			10-digit State ID
			Middle/High School
			Last SBAC Scaled Score
			Parent/Guardian Name
			Parent/Guardian Phone
			Parent/Guardian E-Mail
<u>SVEF provides</u> Elevate Program Results at debrief meeting	n/a	August	Program Attendance
			Program Assessment Results
			Program Survey Results (if available)
<u>School District sends</u> current and former Elevate and Elevate Plus students school Math grade and SBAC results <i>each</i> <i>year until graduation</i>	August	September	Missing 10-digit State ID
			I-ready or similar benchmark (Grades 2-4)
			SBAC Scaled Score (Grades 5-8, 11)
			Math Grades (Grade 8, 9, & 10)
			Middle/High School Attending

## **Addendum VII: Confidentiality Requirements and Responsibilities of the Parties Relating to Student Data**

### **Confidentiality:**

- A. SVEF agrees to preserve the anonymity of all persons and confidentiality of all data collected. SVEF agrees not to release data to any person or organization not involved in Program evaluation.
- B. SVEF requests to share nameless student data with the following SVEF partner organizations that assist with program support and analysis: WestEd and Hispanic Foundation of Silicon Valley (HFSV). Non-specific student data means student names and other identifying personal information will not be shared with the program results. These partner organizations will not be able to name or identify any specific students.
- C. No individual shall be identifiable in any reports, publications, or other documents created by SVEF from the use of data provided by the School District.
- D. SVEF and its contractors shall maintain the confidentiality of all records in accordance with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 *et. seq.*), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

### **SVEF responsibilities:**

SVEF shall:

- A. use the data collected for evaluation of the Programs Elevate [Math] and Elevate [Math] Plus;
- B. retain data in a place that is physically secure from access by unauthorized persons. SVEF agrees that any computer on which the data resides will be password protected at all times;
- C. agree that no individual will be identifiable in any reports, publications, or other documents that are created; and
- D. agree to provide a list of students with California State Identification Number (CSID) and or local student ID numbers for which the data has been requested.

### **School District responsibilities:**

School District shall:

- A. designate a contact person to facilitate communications between School District and SVEF for coordinating the data transfer activities necessary to carry out this MOU;
- B. collaborate with SVEF, as needed, to facilitate the coordination of the data transfer; and
- C. agree to participate in data sharing for the course of the MOU.

## **Addendum VIII: Computer Science Institute**

### **Computer Science Institute Program Description:**

The SVEF Computer Science Institute program will expand access to STEM education and specifically computer science knowledge and experiences for students that would not otherwise be exposed. The program will also provide in-depth professional development for teachers based on the CA Computer Science Standards to build their expertise.

### **Computer Science Institute Program Goals:**

1. Increase the skills and number of students knowledgeable in computer science.
2. Introduce students and prepare them for a rigorous high school computer science course.
3. Provide twenty-two (22) hours of professional development to teachers and at least eight (8) hours for teaching assistants.

**Class Agreement Breakdown:**

	<b># of Classes</b>	<b>Total Cost</b> (\$16,000 per class)	<b>District Contribution</b>
<b>CSI 7<sup>th</sup>-8<sup>th</sup></b>	<b>2</b>	<b>\$32,000</b>	<b>\$16,000</b>
<b>Total</b>	<b>2</b>	<b>\$32,000</b>	<b>\$16,000</b>

☒ SVEF will be responsible for paying CSI teachers and fingerprinting

☐ District will be responsible for paying teachers and fingerprinting and...

☐ will or ☐ will not invoice SVEF for payment of teacher

*(SVEF will only reimburse up to \$5700 teacher)*

**Program Components**

	<b>CS 7<sup>th</sup> -8<sup>th</sup></b>
Grades	Rising 7 <sup>th</sup> -8 <sup>th</sup>
Length	76 hours
Curriculum	CSI – Microbit 19 day curriculum
Teacher PD	22 hours PD
Classroom TA	Teaching Assistant (1:1)
End of Program	In-Class Presentation Celebration



## **Facilities and Support for the CSI Program**

School District agrees to provide the location and facilities for the Programs, including:

- Classroom setting for teachers to conduct instruction to students, such that adequate space is allocated for class size of up to twenty-four (24) students.
- A teacher-preparation space (could be a classroom).
- Access to computers and internet to support an entire class at one time.
- An outdoor space for students to have physical exercise and to mingle during breaks.
- Access for teachers to printers and photocopiers, including teachers who do not work in the School District during the school year.

The School District agrees to provide access to the following classroom equipment:

- Laptops, Chromebooks, or other devices (one (1) per student).
- Smart Board (preferable but not necessary).
- Access to photocopier.

SVEF agrees to provide the following classroom materials:

- Student generic notebooks.
- Printed program materials and permission forms.
- Microbit and makerspace materials.

## **Guidelines for Teacher Selection; Responsibilities**

School District may request SVEF contract teachers directly and facilitate payment for service. School District may select credentialed teachers appropriate for the program and who support program goals. The teachers should have strong experience for the grade they will be teaching that summer. Teachers should complete SVEF's pre- and post-program surveys to provide feedback in support of CSI program development.

If the School District cannot provide internal district teachers by April 1, 2020, SVEF will work with the School District to interview and hire teacher(s) from outside the School District.

## **SVEF Professional Development**

All teachers participating in the CSI Program will be required to participate in:

- Professional development; and
- CSI final program assessment/feedback sessions.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_

FROM: State and Federal Department (School/Dept.) VENDOR NO. 21300

PROGRAM MANAGER: Sandra Garcia

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

Name of Individual/Company: Tutorworks, Inc.

Address: 700 Airport Blvd., Suite #450 City: Burlingame State: CA Zip: 94010

Phone: (650) 298-8867 Email Address: dterzian@tutorworks.org

SSN: \_\_\_\_\_ or Fed I.D. #: 20-0044202

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** start date 06/17/2020 end date 07/31/2020

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

A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary: Tutorworks provides an on-site virtual academic

intervention program that is customized to address students specific needs. The program

integrates certified staff and technology based support as part of an instructional program.

Mastery or Webinar format are available for the 2020 Program for up to 1500 students.

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

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

☒ b. **Other:** \$ 82,346.00 (describe rate agreement) \$40,654 Webinar Format: Webinar option-  
up to 1500 students. \$41,692 Mastery Format-Mastery program-up to 60 students (\$32-32

5. **BUDGET CODE:** \_\_\_\_\_ per hr @21.5 hrs)

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
060301	05815001110	10000000000	3601190	40,654		
060751	05815001110	10000000000	3607510	41,692		

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

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

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

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**

## OVERVIEW

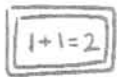
**TUTORWORKS** provides an on-site academic intervention program that is customized to address students' specific needs. The program integrates certified staff and technology-based supports as part of instructional program. Group size is dependent on site needs. Below are two alternatives based on our previous programming.

## SERVICES: TUTORWORKS MASTERY

**TUTORWORKS** utilizes a blended learning approach which combines the use of educational software and personalized instruction from certified tutors to create very engaging and highly effective learning experiences for every student. **TUTORWORKS** will implement the **TUTORWORKS MASTERY** Program in ARUSD. The **TUTORWORKS MASTERY** Program is an on-site academic intervention program that can be customized to address students' specific needs. It uses and integrates both **TUTORWORKS** certified staff and technology-based supports and interventions as part of the instructional program. Schools may choose up to three modules. Schools may choose Foundational Reading Skills, Foundational Mathematical Skills, the CCCSS Mastery program in ELA and/or Mathematics, and Homework Support:



**Foundational Reading Skills:** Using the "See It, Hear It, Say It" instructional strategy, students use Explode The Code Online and Study Island to improve foundational literacy skills including phonemic awareness, phonics, fluency, vocabulary, and comprehension.



**Foundational Math Skills:** Using strategies such as "practice with modeling," "incremental rehearsal," and fun math drills, students use the XtraMath and Study Island programs to promote fluency in computation and knowledge of math facts.



**California Common Core State Standards Mastery:** Students receive small-group instruction on areas of need identified through our assessments or school choice. Students are then gradually released to complete lessons utilizing our computer-adaptive curriculum, Study Island or another curriculum chosen in consultation with the school. This component supports students in navigating and mastering technology enhanced items on the Smarter Balanced Assessments and CAASPP Systems by providing valuable experience in computer-adaptive tests and performance tasks.



**Homework Support:** Students receive help completing school homework assignments, and they learn prioritization, time management, and organization skills.

Our incentive-based program which includes exciting prizes, team competitions and an awards ceremony is designed to motivate the students and recognize achievement.

## MATERIALS/CURRICULA

The centerpiece of instruction is the computer-aided curricula with its sophisticated branching and data analysis features that differentiate the curriculum for each student. We use award winning standards-based curricula including Explode the Code and Study Island. Explode The Code Online is an award-winning foundational reading program that utilizes an Orton-Gillingham approach. This multi-sensory, mastery-based program provides explicit and direct instruction of phonics in an easy to use format. The program supports students in navigating and mastering technology enhanced items on the Smarter Balanced test and provides valuable experience in adaptive computer-based assessment environments.

## PROGRAM SUMMARY-ARUESD

XtraMath is an online program used to help students build their foundational math skills. It focuses on building automaticity with math facts, starting with addition and working up to division. The idea is that if a student can immediately recognize the math facts, they then have cognitive resources available to do more complicated analysis. Students work on XtraMath independently and each lesson is specific to each student's needs. They take a pre assessment at the beginning of the program which determines the math facts that the student has not mastered and repeats those facts until the student can master them.

Study Island's programs are explicitly designed to help students master the content specified in the Common Core standards. Study Island provides rigorous content for Math and ELA, PARCC- and SBAC-aligned item types. Study Island supports the learning process with engaging, interactive lessons and activities. It allows for self-paced, individualized learning as well as teacher-lead, whole-class instruction. Study Island engages students with dynamic content to reinforce learning and technology-enhanced item types to promote higher-order thinking and inquiry. Through the TUTORWORKS program, students become more confident with academic knowledge and their test taking skills. TUTORWORKS curriculum is aligned to the California Common Core Standards.

### ASSESSMENT AND PROGRESS REPORTING

Students will be placed in the curricula based on the results of their pre-tests or the pre-identified areas of focus. Students' progress will be measured daily. If email addresses are available, weekly email progress reports and monthly summary reports will be provided to parents and school staff.

At the conclusion of the program, ARUSD will receive a summary of student performance as assessed by Explode the Code, XtraMath and Study Island. Students' progress will be measured daily through the automatic data collection of these online tools. Moreover, program implementation indicators such as attendance, curriculum activities attempted, curriculum activities completed, are all collected as a consequence of program and available in real time. The summary will include the analysis of program implementation indicators (attendance and curriculum units completed) and diagnostic indicators (Study Island pre and post test results).

### SCHEDULE

The school will identify students to participate in the program. Students will participate in the program two days a week for 1.5 hour sessions or on Saturdays for 2 hour sessions. A detailed schedule will be included in the implementation plan. A sample daily session schedule is shown below:

TIME	ACTIVITY
5 minutes	Pre-Tutoring Physical Activity, Kinesthetic Component
25 minutes	Module 1
30 minutes	Module 2
25 minutes	Module 3
5 minutes	Review of Academic Progress and Reflection



## PROGRAM SUMMARY-ARUESD

### SERVICES: TUTORWORKS CODE WRITE DRAW (TWCWD)

**CODE WRITE DRAW** seeks to create transformational out-of-school-time learning experiences for elementary and middle school students by building tangible STEAM (Science, Technology, Engineering, Arts and Math) skills in a motivational learning environment. Our unique approach integrates computer science, creative writing, and the digital arts to engage students in a personal journey that fosters self-efficacy, and positions them for long-term success inside and outside the classroom. The program also focuses on foundational math skills and is targeted to 3<sup>rd</sup> – 8<sup>th</sup> grade low performing students.

#### RESEARCH BASIS

**TWCWD** is grounded in our theory of change that motivation of students and parents is critical to student success. The **CODE WRITE DRAW** model is based on:

- The demonstrated ability of out-of-school activities (especially related to STEM) to motivate and empower families around student learning,
- The evidence-based use of narratives to connect participants to a learning experience and promote a growth mindset,

#### *The Value of STEM and Out-of-School-Time Learning*

Technological advances have made it essential for all students to be exposed to and develop proficiency in STEM disciplines. However, wealthier parents are able to spend almost seven times more on out-of-school-time enrichment for their children than disadvantaged families, creating an opportunity gap (McCombs, Whitaker & Yoo, 2017; Duncan & Murnane, 2011). Supplemental programs can offer underserved youth access to new and enriching experiences that could yield lasting developmental benefits. Increasingly, funders, policy makers, and practitioners recognize the vital role families play in raising youth awareness of and participation in STEM programs (see Kekelis & Sammet, 2018). Yet STEM can be intimidating for parents (especially those with less formal education) who may not feel confident in their knowledge to support their child in STEM-related activities (Kekelis & Ottinger, 2018). As STEM complexity has increased, the challenges of explaining the utility and importance of STEM mastery to parents have increased as well. Research shows that families can strengthen their children's STEM learning by developing a STEM-rich home environment; creating a mindset that promotes strong STEM identities; and participating in activities across a variety of settings (Caspe, 2018). The TUTORWORKS parent workshops and exhibition empowers parents with accessible and engaging STEM resources and concrete strategies to encourage their children's STEM learning both in school and at home.

#### *The Power of the Personal Narrative*

In our two decades of working with students and their parents to support learning outcomes, we have observed the effectiveness of using personal narratives as an instructional framework. A well-constructed narrative contains essential elements to support learning by (Szurmak & Thuna, 2013): making something abstract more concrete/immediate; contextualizing information with a framework to place the new knowledge into (and thus improve retention and understanding); and allowing participants to have more immediate emotional experiences they can relate to (and therefore remember).

We utilize the Hero's Journey framework, a research-based concept (Campbell, 1949, 1988) that describes a series of stages that the hero archetype goes through that are visible in the mythologies from multiple cultures (see <https://tinyurl.com/yxh59r9e> for a description). Understanding that parents need specific guidance in how to model growth mindset behavior to promote engagement and inquiry (Edutopia, 2016), we use a Hero's Journey Reflection Tool and Goal-Setting Activity to help parents better understand the value of STEM and the importance of skill mastery throughout their children's

## PROGRAM SUMMARY-ARUESD

educational journey. Campbell's mono-myth or Hero's Journey is visible in many popular epic books and films, and therefore families of all education levels can draw on their own prior knowledge prior knowledge as they use this conceptual framework to reflect on their experiences and set goals.

### PROGRAM DESIGN AND EVALUATION

Staffed by credentialed teachers, teacher candidates, and para-professional staff, the **TWCWD** program promotes foundational literacy or math skill mastery and STEAM skills through coding, creative writing, and digital arts. Each participant will receive 76 hours of STEAM-related instruction during the 4 week session. The program uses a "Hero's Journey" thematic framework and includes exposure to local industry professionals who share their own STEAM journeys. The program culminates with an exhibition where students present their completed work to industry expert judges and families. Our innovative approach focuses both on the foundational aspects of STEAM – the challenging experience of skill-building through deliberate practice – and on the motivational aspects of STEAM through video game design and personal narrative work, using industry standard tools that students can continue to use after the program ends. Our integrated and adaptable program is designed to captivate the interest of students with diverse backgrounds and different levels of academic preparation.

TWCWD's program design builds on TutorWorks' demonstrated track record preparing students at all levels to succeed, using research-based online curricula and personalized instruction to transform students' long-term academic experiences. Three critical principles ground the CODE WRITE DRAW academic intervention model: tangible skill development, growth mindset and self-efficacy, and risk sharing. In our commitment to building an effective and scalable program, we developed a Theory of Change and will capture relevant data to enable rigorous examination of our impact and continuous program improvement. We will track program implementation indicators (enrollment, attendance, etc.), student achievement indicators (improved knowledge of literacy and math skills, project completion, etc.), and student qualitative indicators (improved perception of self-efficacy, knowledge of STEAM careers, etc.).

### PROGRAM SCHEDULE

Students participate in the program daily for two - four hours (1/9 staff/student ratio). A sample daily schedule is below:

TIME	ACTIVITY
5 minutes	Check-in, Pre-Program Kinesthetic Component
50 minutes	Video Game Design/Novella Writing/Manga Art Classes
50 minutes	Video Game Design/Novella Writing/Manga Art Classes
10 minutes	Math Facts Challenge
10 minutes	Break
50 minutes	Video Game Design/Novella Writing/Manga Art Classes
5 minutes	Review of Academic Progress and Reflection

## PROGRAM SUMMARY-ARUESD

### SERVICES: TUTORWORKS LITERACY AND ART PROGRAM

To better support students at home due to school closures, TUTORWORKS is offering an additional remote learning option to complement its **CODE WRITE DRAW** and **MASTERY** programs. The model involves large group instruction in a webinar format and is designed to give students additional support and structure as they adjust to the new world of distance learning.

#### TUTORWORKS LITERACY AND ART (LIVE TUTORIALS VIA WEBINAR & DISTRICT ACCESS TO TUTORIALS AND LITERACY SOFTWARE)

The TUTORWORKS Literacy and Art program offers a live, teacher-led synchronous remote learning class in literacy and art. All students at the school in 1<sup>st</sup> – 5<sup>th</sup> grades can attend the live webinars, and/or can access the recorded webinars asynchronously. Our instructors provide encouragement, fun and prizes, including a weekly raffle to motivate the students.

The program is designed to be completed by students with the support of our instructors, so parents can focus on other priorities at home. The program provides the structure to support parents and students at home and reinforces the daily rhythm of schooling. It also offers flexibility because families can access the literacy and art tutorials and software at any time.

#### MATERIALS/CURRICULA

The centerpiece of the literacy instruction is the computer-aided curriculum Explode The Code Online with its sophisticated branching and data analysis features that differentiate the curriculum for each student. Explode The Code Online is an award-winning standards-based foundational reading program that utilizes an Orton-Gillingham approach. This multi-sensory, mastery-based program provides explicit and direct instruction of phonics in an easy to use format.

The art instruction is focused on drawing characters in the manga style and includes 39 lessons. The instruction starts with the basics of drawing including how to hold a pencil when drawing and how to draw shapes. The instruction progressively delves deeper into character development from using shapes to draw faces, arms, etc. to creating fully fleshed out characters in environments. The goal of the instruction is to help students learn not just how to draw but how drawing in certain styles communicates emotion, character development and story.

#### PROGRAM DESIGN AND EVALUATION

The TUTORWORKS Literacy and Art program provides an interactive hour of teacher led digital literacy building activities and art instruction in real-time using our adaptive phonics-based reading program, Explode The Code Online, and followed with basic instruction in drawing. The pairing of reading and art provides mental stimulation for both sides of students' brains and pairs a learning activity that children are more likely to regard as fun (art) with one they may have less enthusiasm for (reading).

#### Additional Details:

- TUTORWORKS Remote Learning Class is held live, Monday through Friday, at a predetermined time for 55 minutes. Students access the live class from the remote learning portal on the TUTORWORKS website (linked to the district's remote learning page).
- Two classes are offered each day, one for 1<sup>st</sup>-2<sup>nd</sup> grades and one for 3<sup>rd</sup>-5<sup>th</sup> grades.
- Students receive 25 minutes of literacy instruction. (All students can be pre-registered in literacy software to reduce set up time during the class). Our literacy curriculum covers 1<sup>st</sup> – 4<sup>th</sup> grades but 5<sup>th</sup> grade students who need support in literacy could benefit from the program.

## PROGRAM SUMMARY-ARUESD

- Students receive 25 minutes of art instruction. The focus is basic character drawing and manga art.
- Students are recognized and rewarded for attendance and participation, including a weekly raffle. Students receive a raffle ticket each day they attend the class. Drawings are held on Fridays for a \$25 Amazon gift certificate.
- Students targeted for intervention by the school can receive weekly phone calls and texts to encourage participation.
- Webinars are recorded and available to all students to access at any time over the course of the program.
- Full participation data collected automatically.

TUTORWORKS will provide a summary of student participation and progress at the conclusion of the program which include the number of participants, number of phonics concepts mastered and daily attendance averages.





# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_  
 FROM: Superintendent's Office (School/Dept.) VENDOR NO. \_\_\_\_\_  
 PROGRAM MANAGER: Dr. Bauer

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: Jess Serna  
 Address: 1203 West Monterey Ave City: Stockton State: CA Zip: 95204  
 Phone: (209) 467-7094 Email Address: \_\_\_\_\_  
 SSN: \_\_\_\_\_ or Fed I.D. #: \_\_\_\_\_

**Mutually agree and promise as follows:**

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

Professional coaching services and lead bargaining unit negotiator. Professional coaching for both Assistant Superintendent of Human Resources and Director of Human Resources. Lead bargaining negotiations for all units.

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

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

X b. **Other:** \$ 3,000.00 (describe rate agreement) per month for coaching services and \$708.00 day plus \$250.00 day for travel allowance for negotiations.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	600	7700-0	5815	\$70,000.00	not to exceed	
<u>010-0000-0-5815-00-0000-7200-000000-600-7700</u>						

5/7/2020

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

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**

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

9.07

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: April 28, 2020

**Subject:** California State Preschool Program (CSPP) Contract CSPP-9696

**Staff Analysis:** Adoption of Resolution 30-19/20 entering into a partnership with the California Department of Education for the purpose of providing early learning/childcare and development within Alum Rock Union Elementary School District for Fiscal Year 2019-2020. Contract number CSPP-9696 grant in the amount of \$461,810.00. Alum Rock Union Elementary School District will be providing preschool services to Adelante I and Adelante II.

This grant is made possible by the California Department of Education, Early Learning and Care Division which provides leadership and support to school districts and the child development community. Ensuring high quality education programs are accessible for 3 to 5 year old children.

**Recommendation:** Staff recommends that the Board of Trustees approve **Resolution No. 30-19/20** as submitted.

Submitted by: Dr. Dianna Ballesteros

Title: Director of Early Learning

Approved by: Rene Sanchez

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: May 14, 2020  
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: \_\_\_\_\_

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**

**RESOLUTION NO. 30-19/20**

**California State Preschool Programs (CSPP) Contract  
CSPP-9696**

**WHEREAS**, this resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing early learning/childcare and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2019-20;

**WHEREAS**, contract CSPP-9696 in the amount of \$461,810 provides subsidized care for preschool programs located at Alum Rock Schools for families who meet eligibility criteria established by the California Department of Education;

**WHEREAS**, THINK Together, in coordination with the Alum Rock Union Elementary School District, will offer a comprehensive, licensed preschool program at Adelante Dual Language Academy, 2999 Ridgemont Drive, San Jose California, 95127 and Adelante Dual Language Academy II, 1970 Cinderella Lane, San Jose California, 95116;

**NOW, THEREFORE, BE IT RESOLVED**, that the Governing Board of Alum Rock Union Elementary School District authorizes entering into local agreement number CSPP-9696;

**BE IT FURTHER RESOLVED**, that Rene Sanchez, Assistant Superintendent and Dr. Dianna Ballesteros, Director of Early Learning may submit and receive all documents pertaining to the licensed Alum Rock Union Elementary School District preschool program;

**PASSED AND ADOPTED**, this 14<sup>TH</sup> day of May, 2020, 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:

Andrés Quintero, Board Member

\_\_\_\_\_

Dolores Marquéz-Frausto, Board Member

\_\_\_\_\_

Ernesto Bejarano, Board Member

\_\_\_\_\_

Karen Martinez, Board Member

\_\_\_\_\_

Linda Chavez, Board 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 May 14, 2020.

\_\_\_\_\_  
Hilaria Bauer, Ph.D., Superintendent

\_\_\_\_\_  
Date