

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES



**Amended
Regular Board Meeting
August 10, 2017**

AMENDED



Thursday, August 10, 2017 AMENDED AGENDA - REGULAR BOARD MEETING

Type: AMENDED AGENDA - REGULAR BOARD MEETING

Time: 5:30 p.m.

Code: Regular #04-17/18

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

In compliance with the Americans with Disabilities Act, if you need special assistance in order to participate in the public meeting of the Board of Trustees, please contact the Office of the Superintendent at (408) 928-6822. Notification 72 hours prior to the meeting will enable the District to make reasonable accommodations.

1. OPEN SESSION - CALL TO ORDER AND ROLL CALL

1.01 CALL TO ORDER / ROLL CALL -- President Khanh Tran.

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

1.03 ADJOURNMENT TO CLOSED SESSION: The Board will adjourn to Closed Session at approximately 5:35 p.m. Open Session will resume at the end of Closed Session in the Board Room at approximately 6:30 p.m.

2. SPECIAL RECOGNITION AND/OR PRESENTATION

2.01 SPECIAL STUDENT RECOGNITION: Seal of Biliteracy Achievement Awards. This agenda item was submitted by Assistant Superintendent Rene Sanchez.

2.02 SPECIAL PRESENTATION: CSBA Representatives, Trustee Albert Gonzalez, Santa Clara Unified School District and Regional 20 Director; and Ms. Susan Swigart, Senior Director, Membership Development and Support, California School Boards Association, will present on the Annual CSBA Membership Dues. This agenda item was submitted by Superintendent Hilaria Bauer on behalf of the Board.

3. CLOSED SESSION

3.01 INFORMATION/DISCUSSION/ACTION; CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION [Government Code Section 54956.9 (d)(1)]. One case (1). State of California Office of Administrative Hearings Case No. 2017061219. Parent Silvia Vazquez on behalf of Student A.S. v. Alum Rock Union Elementary School District.

3.02 INFORMATION/DISCUSSION: PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Title: Superintendent.

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

3.04 INFORMATION/DISCUSSION/ACTION; CONFERENCE WITH LEGAL COUNSEL -- ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One (1) potential case.

3.05 DISCUSSION/ACTION: PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957); Titles: (1) Principals; and (2) Assistant Principals.

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

4. RECONVENE TO OPEN SESSION - DISTRICT OFFICE BOARD ROOM

4.01 CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE BY PRESIDENT KHANH TRAN.

4.02 REPORT OF ACTION TAKEN IN CLOSED SESSION.

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

5. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

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

6. COMMENTS AND COMMUNICATION

6.01 Teamsters.

6.02 California School Employee's Association (CSEA).

6.03 Alum Rock Administrator's Association (ARAA).

6.04 Alum Rock Educator's Association (AREA).

6.05 Superintendent.

6.06 Board of Trustees/Communications/Comments

7. CONTRACTS OVER \$100,000

7.01 ACTION: Approve Contract Extension with Durham School Services, MOT, \$782,000.00. This item submitted by Assistant Superintendent Kolvira Chheng.

7.02 ACTION: Approve ASES Contract with Think Together, State & Federal, \$112,640.00. This agenda item was submitted by Assistant Superintendent Rene Sanchez.

7.03 ACTION: Approve ASES Contract with YMCA of Silicon Valley-East Valley Branch, State & Federal, \$106,971.00. This agenda item was submitted by Assistant Superintendent Rene Sanchez.

7.04 ACTION: Approve ASES Contract City of San Jose, State & Federal, \$103,171.00. This agenda item was submitted by Assistant Superintendent Rene Sanchez.

7.05 ACTION: Approve Latino Film Institute Youth Cinema Project, Academic Services, \$244,739.20. This agenda item was submitted by Assistant Superintendent Rene Sanchez.

7.06 ACTION: Approve Crowe Horwath, LLP., Business Services, \$151,500.00. This agenda item was submitted by Assistant Superintendent Kolvira Chheng.

7.07 ACTION: Approve Ro Health, Inc. Special Education, \$100,000.00 (per year) for two years. This agenda item was submitted by Assistant Superintendent Rene Sanchez.

7.08 ACTION: Approve YMCA of Silicon Valley, State & Federal, \$640,000.00. This agenda item was submitted by Assistant Superintendent Rene Sanchez.

7.09 ACTION: Approve San Jose Police Department Secondary Employment Unit, Student Services, \$180,000.00. This agenda item was submitted by Assistant Superintendent Rene Sanchez.

7.10 ACTION: Approve Little Heroes, State & Federal, \$241,000.00. This agenda item was submitted by Assistant Superintendent Rene Sanchez.

7.11 ACTION: Approve Graciela Hendel, Special Education, \$158,080.00. This agenda item was submitted by Assistant Superintendent Rene Sanchez.

8. INSTRUCTIONAL SERVICES

8.01 ACTION: Approve Request for Allowance of Attendance (form J-13A). This agenda item was submitted by Assistant Superintendent Rene Sanchez.

9. HUMAN RESOURCES

9.01 INFORMATION Regarding Resignations. This agenda item was submitted by Interim Assistant Superintendent Jess Serna.

10. BUSINESS

10.01 INFORMATION: Energy Savings Plan Utilizing Proposition 39 Update. This item was submitted by Assistant Superintendent Kolvira Chheng.

10.02 INFORMATION/DISCUSSION: An Executive Summary will be presented by Assistant Superintendent Kolvira Chheng: • Facility Assessment • Air Conditioning Assessment Report • Measure J Bond Expenditures. This agenda item was submitted by Member Karen Martinez from previous meetings.

10.03 INFORMATION: Small Business Outreach and Information Session Report. This item was submitted by Assistant Superintendent Kolvira Chheng.

10.04 INFORMATION/DISCUSSION: Mathson Fire Findings Presentation. Attorneys Luis Saenz and Rogelio Ruiz will be presenting a report. This agenda item was submitted by President Khanh Tran.

10.05 DISCUSSION/ACTION: Mathson Fire Restoration Project. On February 27, 2016, a fire at Mathson Middle School damaged or destroyed several classrooms and ancillary facilities in the

"B" and "C" wing of rooms. On March 1, 2016, the District filed a claim with Zurick Insurance for the fire loss. On March 2, 2016, the Board unanimously passed Resolution 34-15/16 declaring the existence of an emergency situation to address the remediation and repair of the affected facilities without the necessity of advertising for bids. On March 9, 2016, the County Superintendent of Schools approved the Board's Resolution. On July 25, 2017, the District was notified by Zurick Insurance that the claim had been closed. Since the insurance claim is fully closed, staff is presenting to the Board for ratification a list of all contractors and vendors the District used to provide for temporary housing for classrooms, remediate and repair damaged or destroyed facilities, and replace contents that were destroyed. This agenda item was submitted by Assistant Superintendent Kolvira Chheng.

11. BOND / FACILITIES

11.01 PRESENTATION AND/OR UPDATE ON THE BOND/FACILITIES. Mr. Luis Rojas will provide a written update on the status of the Bond Projects. This agenda item was submitted by Assistant Superintendent Kolvira Chheng.

11.02 ACTION: Re-Roofing for District Office Buildings 600, 700, 800 & Walkway Project Notice of Completion and Final Change Order. This item submitted by Kolvira Chheng.

11.03 ACTION: Award of Contract to Inspectacon Corporation New Multi-Purpose Building at Fischer Middle School Site. This item submitted by Kolvira Chheng.

12. SUPERINTENDENT/BOARD BUSINESS

12.01 DISCUSSION/ACTION: Renewal Contract for Continued Representation of Legal Services. The Board will discuss and may take action to approve the renewal of the Contract Agreement for Legal Services with Law Office of Rehon & Roberts, A Professional Corporation, for the term of July 1, 2017 through June 30, 2018. This agenda item was submitted by Superintendent Hilaria Bauer.

12.02 DISCUSSION/ACTION: Renewal Contract for Continued Representation of Legal Services. The Board will discuss and may take action to approve the renewal of the Contract Agreement for Legal Services with Law Office of E. Luis Saenz, for the term of July 1, 2017 through June 30, 2018. This agenda item was submitted by Superintendent Hilaria Bauer.

12.03 DISCUSSION/ACTION: The Board will discuss the possible termination of the contract for Legal Services with the Law Office of E. Luis Saenz. This agenda item was submitted by President Khanh Tran.

12.04 DISCUSSION/ACTION: Program and Construction Management Agreement for Measure I. Terminate Contract between Alum Rock Elementary School District (ARUSD) and Del Terra Real Estate Services, Inc., dba Del Terra Group. This agenda item was submitted by Vice-President Andres Quintero.

12.05 DISCUSSION/ACTION: Construction Management Agreement, Measure J. Terminate Contract between Alum Rock Union Elementary School District (ARUSD) and Del Terra Real Estate Services, Inc., dba Del Terra Group for Construction Management of the ARUSD Bond Program. This agenda item was submitted by Vice-President Andres Quintero.

12.06 DISCUSSION/ACTION: Program Management Agreement, Measure J. Terminate Contract between Alum Rock Union Elementary School District (ARUSD) and Del Terra Real Estate Services, Inc., dba Del Terra Group for Program Management of the ARUSD Bond Program. This agenda item was submitted by Vice-President Andres Quintero.

12.07 DISCUSSION/ACTION: 2017-18 CSBA Membership Dues, period from July 1, 2017 thru June 30, 2018. Amount is \$13,071. This agenda item was submitted by Member Esau Ruiz Herrera.

12.08 DISCUSSION: Reprioritization of Alum Rock Union Elementary School District's Bond Projects. The ARUSD Governing Board will direct the Bond, Facilities, and Finance Committee to develop a well thought-out priority framework for the prioritization of Bond Projects. This agenda item was submitted by Vice-President Andres Quintero.

12.09 DISCUSSION: Reconstitute the Bond, Facilities, and Finance Committee. The Bond, Facilities, and Finance Committee shall be reconstituted and will include a cross section that is representative of the people who reside within the ARUSD District Boundary lines. Meetings of said committee will be held at a time that allows for more public participation. The Bond, Facilities, and Finance Committee shall use the ARUSD Governing Board Meeting times as an indicator of what time of the day allows for more public participation. This agenda item was submitted by Vice-President Andres Quintero.

12.10 INFORMATION/DISCUSSION: A Report from the MOT Department regarding the process and status of completed and pending work orders for 2016-17 school year. This agenda item was submitted by Trustee Karen Martinez.

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

13. CONSENT CALENDAR

13.01 ACTION: Approve Board Meeting Minutes for the following date: June 8, 2017, Regular Board Meeting.

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

13.03 ACTION: Approval of Fundraising Activities.

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

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

13.06 ACTION: Resolution 04-17/18 Piggyback Bid #R141703 for Office Supplies, Related Products, and Office Services.

13.07 ACTION: Resolution 05-17/18 Piggyback Bid #R141605 for School Supplies.

13.08 ACTION: Resolution 06-17/18 Piggyback Bid #R142212 for Furniture & Installation.

13.09 ACTION: Addendum #2 for the Extension of B1213-PUR01 Copier Equipment and Maintenance for an Additional One (1) Year Beginning July 1, 2017 through June 30, 2018.

13.10 ACTION: Approve Contracts for Professional Services - Firms.

13.11 ACTION: Approve Out of State Travel, 2017 Sungard (SNUG) Conference, Alexandria, VA, October 9-13, 2017 for Erika Marcos, Allison Howard, Norma Flores & Debbie Elliott. Estimated cost \$4740.

13.12 ACTION: Approve Out of State Travel, Congressional Hispanic Caucus Institute Leadership Conference, Washington D.C., September 11-13, 2017 for Andres Quintero. Estimated cost \$360.

13.13 ACTION: Approve/Ratify Notices of Employment and Changes of Status/August 10, 2017/Human Resources Department.

13.14 ACTION: Approve New Job Description – Coordinator, School Mental Wellness Support Services - Classified

13.15 ACTION: Approve New Job Description – Coordinator, School Mental Wellness Support Services - Certificated.

13.16 ACTION: Approve the AREA 2017-2018 Calendar as submitted.

13.17 ACTION: Approve the Start and End Times for School Year 2017-2018.

13.18 ACTION: Approve Contracts for Professional Services - Individuals.

14. FUTURE BOARD AGENDA REQUESTS

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

15. ADJOURNMENT

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San Jose, CA 95127

201

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: June 8, 2017

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

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

Recognition Only

Submitted by: Iván Montes

Title: Coordinator, Academic Services

Approved by: Rene Sanchez *R.S.*

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: August 10, 2017
 Regular Board Meeting

Recognition Only

2.01
Agenda Placement

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

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



**Adelante
8th Grade Student List
Biliteracy Attainment Award**

Angel Bruno
Gael Castello
Javier Chavez
Angelica Cortez
Maya Diaz
Gerardo Marcelino Jimenez
Ashley Mendez Gonzalez
Jose Miranda
Sofia Mooney Gevara
Alondra Morales
Daisy Navarro Gonzalez
Melissa Cuevas Ruiz
Gerald Sarkes
Anicka Torres
Areli Urdiano
Leonela Villalobos

**Adelante
5th Grade Student List
Biliteracy Attainment Award**

Franchesca Escobar
Melanie Gonzalez
Beetzie Guerrero Vazquez
Jared Jimenez Ramirez
Arlene Llanto
Betzy Sanchez Morfin
Nahiely Zarate

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

August 3, 2017

**Subject: SPECIAL PRESENTATION
CALIFORNIA SCHOOL BOARDS ASSOCIATION (CSBA)
ALBERT GONZALEZ AND SUSAN SWIGART**

CSBA Representatives, Trustee Albert Gonzalez, Santa Clara Unified School District and Regional 20 Director; and Ms. Susan Swigart, Senior Director, Membership Development and Support, will give a brief presentation on the Annual CSBA Membership Dues.

PRESENTATION

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: August 10, 2017
Regular Board Meeting

PRESENTATION

2.02
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



Alum Rock Union ESD

Benefits of CSBA Membership

August 2017

The California School Boards Association provides the widest range of leadership development, advocacy, policy, information and other support services for public K-12 school districts of any education organization in California. Membership in CSBA gives board members, administrators and staff access to the resources, services, information and support that help them fulfill their governance and leadership roles and ensure student achievement and success. The benefits of membership far outweigh the cost.

In line with CSBA's new strategic initiatives, we are currently developing more opportunities for professional development and training, expanding our grassroots advocacy network and addressing the adequacy and opportunity gaps that affect students. These initiatives will support your work as education leaders and create a more favorable environment for California's 6.2 million public school students.

CSBA Leadership Development

Over the years, Alum Rock Union ESD board members, administrators and staff have benefited from regularly participating in CSBA Leadership Development events, including the Annual Education Conference and Trade Show, Orientation for New Trustees, Legal Symposium, Legislative Action Day, Board President's Workshop, topical webcasts/webinars and more. Current CSBA membership is required to continue participating in our Leadership Development events.

CSBA Board Policy Development and Maintenance Services

Alum Rock Union ESD is a long-time subscriber to our **GAMUT Online policy information service**. Board members and district staff get easy access to more than 650 legally researched sample policies, bylaws, regulations and exhibits. GAMUT includes a keyword index, the entire Education Code, Title 5 and other relevant state and federal code sections. CSBA policy updates are released regularly throughout the year.

Alum Rock Union ESD is also a long-time user of our **Manual Maintenance Plus service**. This comprehensive service provides:

- word processing by CSBA of adopted policies and regulations to reflect your modifications, official adoption dates and district name;
- ongoing consulting services;
- online access to your district's policy manual, so that everyone is relying on the current policy;
- a public access link to your policy manual online; and
- an unlimited number of user accounts for board members and district staff.

Current CSBA membership is required to continue using the GAMUT Online and Manual Maintenance Plus services. Legally researching, developing and maintaining board policies without CSBA assistance would more than likely result in a much higher net cost in terms of personnel, time and other resources. In addition, the district would run the risk of not having current mandated policies in place.

CSBA Legislative and Policy Advocacy

CSBA's respected team of lobbyists and policy experts advocate on your and your students' behalf in the state and federal legislative arenas. Among the many issues in which we've been involved in the last year are fixing the reserve cap, LCFF funding and accountability, LCAP development, teacher evaluation and quality, the Every Student Succeeds Act (ESEA reauthorization) and much more. Visit www.csba.org for more information about CSBA's advocacy efforts.

CSBA's Education Legal Alliance

The Education Legal Alliance represents the interests of all California school districts by pursuing legal cases of statewide significance. Notable/recent legal advocacy includes school funding, Prop. 98 rebenching, state mandate redetermination and special education.

The Alliance also files amicus briefs, presents legal webcasts and issues guidance on timely issues. Visit www.csba.org for more information about CSBA's legal advocacy efforts.

Alum Rock Union ESD benefited significantly from the Special Education Mandate Cost Claim litigation settlement the Alliance was instrumental in winning. Your district received a lump sum of \$684,482 and 10 yearly payments of \$68,311. That amounted to a total of \$1,367,592 the district received from 2001-11 because of CSBA and the Alliance.

CSBA Policy Research and Guidance on Current and Emerging Issues

Recent CSBA policy briefs and fact sheets covered topics such as student achievement, fair funding for student success, LCFF and LCAP development/implementation, foster youth, science standards, English learners, kindergarten readiness, African-American students, physical activity, school climate, discipline, summer learning and more. Visit www.csba.org for the full text of all CSBA policy briefs and fact sheets.

CSBA Financial and District Services Programs

Over the years, Alum Rock Union ESD has benefited from participating in services/programs offered by our Financial and District Services Corporations, including:

- Cash Reserve (tax and revenue anticipation notes)



CSBA's strategic initiatives

Greater Voice. Stronger Schools. Better Outcomes for Students.

Strategic change

Transforming to meet the demands of a new era in public education

by Vernon M. Billy, CSBA CEO & Executive Director

California is a place of constant change and no aspect of society is immune from transformation, least of all public education. Today's governing board members face a more complex landscape than ever before and CSBA is transforming to help you navigate this difficult terrain.

Recent years have seen the proliferation of charter schools, the encroachment of big-money special interests, a rise in skyrocketing benefits and pension costs, the increased prominence of unions, new testing and accountability systems, a raft of unfunded mandates, various attempts to subvert the authority of local governing boards and precious little revenue to advance our goals for students.

In order to keep pace with future developments and protect your authority as governing board members, CSBA is evolving to meet the challenges of the day. This evolution dates back to 2014, when we surveyed all CSBA members to learn how the organization could better serve the needs of governing boards. That discussion continued within the Delegate Assembly and was taken up by CSBA's Board of Directors. In January 2016, CSBA's Board of Directors established a set of priorities to guide the transformation of CSBA into a powerhouse that sets the standard for education and improves the outcome for California's 6.2 million public school students. These priorities have guided the work of staff during the past year and will help us steer the organization for years to come as we:

- Drive the education policy agenda to ensure high-quality education for every student by addressing adequacy and opportunity gaps
- Support local governing boards of education by increasing participation in CSBA board training programs; and
- Establish a robust grassroots system that can mobilize our members and maximize our political capital

To achieve these goals, CSBA has developed three distinct, but complementary strategic initiatives. These initiatives are the result of more than a year of thoughtful, careful collaboration and research. The potential is enormous and we are proud to share our vision for the CSBA of the future. CSBA staff have already conducted several presentations as a part of our 2017 Roadshow to discuss how the Association's practices can elevate local concerns and help

address challenging issues in public education. Before we're done, CSBA will have visited 24 regions statewide to engage members in dialogue about the initiatives.

We hope to see you at one of these meetings, but understand that the many demands on a governing board members' time may prevent attendance. With that in mind, this month's newsletter highlights each of the three Board-approved priorities.

The Adequacy and Opportunity Initiative will:

- Define the components of an education that provides all students with the opportunity to obtain a meaningful diploma that helps them succeed in college, career and civic life
- Develop a coalition to research, educate, organize, fundraise and advocate in favor of measures that will secure the necessary funding for California school districts to offer all students meaningful diplomas
- Work with state finance and education experts to determine what revenues can be raised to adequately fund PreK-12 education
- Build support for legislative or electoral action that provides adequate funding for California schools

The Board Development & Training Initiative is designed to:

- Ensure training content is cutting edge, relevant, full of networking opportunities and meets overall member expectations
- Expand and diversify the training infrastructure to increase the accessibility of professional development for members across the state, regardless of location
- Increase governance capacity to CSBA Board members and their ability to support advocacy efforts

The Grassroots Initiative is focused on:

- Establishing a grassroots network that complements CSBA's regional structure and uses staff to support school district and county board members
- Building support for and participation in the CSBA Issues PAC

Grassroots Advocacy Mobilization

What CSBA members can expect in 2017

by Dennis Myers, Assistant Executive Director, Governmental Relations

Too often, the response to reading news of major legislative or policy decisions made in Sacramento is, "how did this happen?"
A better response is, "I helped make this happen."

Or, as CSBA's CEO & Executive Director, Vernon M. Billy writes in the spring edition of CSBA's *California Schools* magazine, "If board members are not engaged and committed to this effort, then decisions about K-12 education in Sacramento will happen to you, and not because of you."

This is the crux of the Grassroots Advocacy Mobilization strategy, a robust plan recently adopted by CSBA's Board of Directors to increase member engagement and to maximize CSBA's political strength. CSBA is now moving full speed ahead toward harnessing the collective power of more than 5,000 elected officials into an engaged, mobilized and effective influence on public policy, finance and opinion on issues relating to PreK-12 schools.

The grassroots strategy has three primary components: development of a local grassroots framework, revamped communications tactics and expansion of the CSBA Issues PAC (a political action committee to advocate for key issues).

Local Grassroots Framework

CSBA is implementing a locally focused structure to help train and engage school district and county office of education governing board members to further increase their own spheres of influence — a structure that will ultimately benefit individual board members and the communities they serve, as well as CSBA's political and legislative agenda.

Mirroring statewide campaign strategies, the grassroots structure is being implemented by establishing 12 "Divisions" within the state, each established by considering media markets, legislative districts and both general and voter populations. Experienced organizers that live locally in each division are being hired by CSBA to facilitate the development of a grassroots network of school and county board members, community and business leaders and federal, state and locally elected political leaders. The foundation of this network will be a well-trained force of school and county board members.

Communications


A critical component of the grassroots strategy is to modernize how CSBA communicates priority issues to its members, as well as to other influencers such as parents and community leaders. The organization is implementing state-of-the-art communications approaches, including, for example, electronic messaging sent directly to members, as well as outreach to general education communities with customized articles and alerts that can be forwarded by school board members to their own contact lists and others.


CSBA PAC

There is no denying that money matters in the realm of political influence. Part and parcel of CSBA's goal of engaging members and maximizing political capital is to build support for and participation in CSBA's Friends of Public Education PAC. This PAC has enormous potential to influence the outcome of statewide measures. That potential starts with commitments from individual board members and extends to others who support public schools. Visit www.csbapac.org for more information.

What CSBA is poised to do with the Grassroots Advocacy Mobilization strategy is shift the culture of the Association's advocacy efforts into a continuously persuasive mode, with CSBA focused on building consistent, long-term political influence. The grassroots strategy further focuses the political and legislative efforts of CSBA on its primary strength: the collective power of its membership. This means reimagining advocacy at the local level and no longer relying solely on responses to email alerts.

Albert Einstein once said that, "you have to know the rules of the game, and then you have to play it better than anyone else." The rules of the game are changing rapidly — Grassroots Advocacy Mobilization is the response to these changes, and is one of the ways CSBA can play the game better than anyone else. **S**

 Creating additional avenues for CSBA members to strengthen outreach to local constituencies and impact education policy on a statewide level

 Mobilizing regional communities in support of CSBA advocacy priorities

In order to turn these initiatives into reality, CSBA must move beyond our comfort zone and toward what is necessary to effect change in an increasingly competitive environment. Our new approach meets that challenge through in-depth advocacy, policy, public relations, community engagement and governance training for individual board

members; more frequent contact with CSBA members; localized updates on the policy, legal and political developments of specific interest to your community; greater access to powerful coalitions regionally and statewide, additional impact on Sacramento policy, legislation and initiatives and increased leverage to ensure your authority as locally elected leaders is protected.

It's no easy task, but these are not easy times. We know that fortune favors the bold and that CSBA is equal to the challenge. We are not content to sit by and watch the world of public education change around us. CSBA intends to drive the change needed to prepare all California students for a brighter future. **S**

Improving educational equity

Closing the adequacy and opportunity gaps

by Keith Bray, CSBA General Counsel and Director, Education Legal Alliance

California's severe underinvestment in public education has inspired a new CSBA effort to increase awareness of the state's woeful education funding among CSBA members and the public. Ensuring that all Californians understand the need to invest more resources for the benefit of California's PreK-12 public school students is crucial to both California's future and the futures of its 6.2 million public school students.


Embedded in CSBA's strategic goals is a desire to lead and "drive the education policy agenda to ensure high-quality education for every student." Addressing funding inadequacy is a critical element of the initiative, but equally important is the work to define the components of a high-quality education that will give all students the opportunity to graduate with a meaningful diploma that prepares them for college, career and civic life. California is currently among the bottom 10 states nationally in per-pupil spending. With that in mind, CSBA's Policy and Programs Department and its Education Legal Alliance will soon be publishing a data-driven report describing the key ingredients of a quality 21st-century education.

These ingredients include career technical education, quality professional development for classroom teachers and early childhood education, to name a few. When the full complement of key education ingredients is made available for all students, the opportunity and achievement gaps which hinder so many students in college and career will be greatly reduced.

The major discrepancy between California and the 49 other states in the nation is the number of adults that are regularly involved with students on a day-to-day basis.

California's student-teacher ratio is 49th in the nation — only Utah's student-teacher ratio is higher. When it comes to all categories of employees hired to teach and assist PreK-12 public school students, including guidance counselors, paraprofessionals, librarians, etc., California is ranked 47th in the nation. The state would need to hire more than 254,000 employees just to make up the difference.

California ranks 45th in the nation in per-pupil spending and would have to invest more than \$21 billion just to reach the middle of the pack. When combined with exorbitant pension costs that have to be absorbed by school districts and county offices of education in the coming years, this underinvestment of resources in public education will continue to be borne by students and staff.

As a first step toward changing this equation, CSBA is reaching out to the membership by holding road shows hosted by CSBA regional directors. More than 20 road shows are scheduled with members throughout the state to share and collect ideas that will help drive the education policy agenda going forward. Please contact Mary Biehl with the Office of the General Counsel at mbiehl@csba.org for information about a regional road show being held in a community near you. 

The California Story

Leading the nation economically; languishing at the bottom in school funding.

1st nationally in GDP



41st in education funding

6th largest economy in the world



47th in the nation for student-staff ratios



CALIFORNIA REPUBLIC

Board Member Professional Development

Improving training access and quality

by Naomi Eason, Assistant Executive Director, Member Services

Supporting trustee professional development is one of CSBA's key strategic priorities. The CSBA Board of Directors is strengthening training programs by redesigning course content, developing a structured learning program, increasing accessibility and improving communications.

CSBA has adopted the following priorities for its member training program:


- Ensure training content meets member expectations to be current and relevant, offering quality networking opportunities in an engaging and personal environment
- Develop a coherent progression of training that incorporates flexibility and levels of completion that encourage members to participate
- Establish and create high expectations for all members
- Expand the current training infrastructure to increase accessibility of training for board members across the state

CSBA remains committed to updating the content of our training programs to reflect changes in law, educational landscape and association priorities. With input from the Programmatic Content Advisory Group — a new group comprised of

CSBA delegates and members with a diverse set of experiences within the association — CSBA's training programs will adhere to a cyclical process for curricular renewal.

In order to be more accessible to all members, CSBA is currently exploring online learning options for members. Other proposed changes to the current training structure include increasing the capacity for regionally offered training programs, developing new pricing incentives and offering mentoring opportunities for both new and experienced members.

To help foster high-performing governing boards, CSBA is also looking to expand its Governance Consulting Services. These services strengthen members' governance practices by providing district training, workshops, resources and guidance to boards and superintendents.

These efforts are a part of a CSBA broader goal of improving the effectiveness of boards to help boost achievement for all students. With its unique board-oriented focus, it is the priority of the CSBA directors and staff to improve training access, scope and quality in order to support more members across the state in becoming expert school leaders. 



Enhanced Professional Development:

What's in it for governing board members?

- Training beyond MIG
- Tiered Learning Model
- Incentives
- Recognition
- Expanded In-Person Locations
- More for COEs
- More for Smalls
- Online Learning
- Targeted for Newly Elected and Veterans
- Research-Based, Data-Driven Training

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools:

Date: August 1, 2017

Subject: Durham School Services Contract Extension

Staff Analysis: On June 19, 2014 the Board approved a 3 year contract with Durham School Services (Bid#B1314-MT002) for the transportation of special needs students. This contract will end August 1, 2017. Due to the reliable and satisfactory services provided by Durham, the District is exercising its option to extend this contract for an additional year commencing August 1, 2017 through August 1, 2018. By extending this contract the District can continue to support and maintain adequate transportation services for our special needs students through the end of the 2017-2018 school year, including the Extended School Year Summer Program if needed. As a good partner to the District, Durham will honor the rates offered in the 2016-2017 school year.

Recommendation: Staff recommends the Board approve a one (1) year contract extension between Alum Rock Union Elementary School District and Durham School Services in the amount of \$782,000.00 for the transportation needs of special needs students for the 2017-2018 school year and to include the Extended School Year Summer Program of 2018 if needed.

Submitted by: 
Daniel Flores

Title: Director, Maintenance, Operations & Transportation

Approved by: Kolvira Chheng 

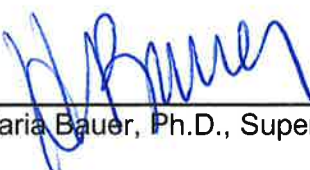
Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: August 10, 2017

Recommended Approval

7.01
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

AMENDMENT NUMBER THREE

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT, hereinafter referred to as “**DISTRICT**”, and **DURHAM SCHOOL SERVICES, L.P.**, hereinafter referred to as “**CONTRACTOR**”, mutually agree to amend the existing Agreement for Professional Services dated June 20, 2014, hereinafter referred to as the “**Agreement**” as stated below:

1. Pursuant to mutual agreement of the parties and the terms of the Agreement in “**Compensation**”, the rates for the 2017-2018 school years shall remain the same as the 2016-2017 year as follows:

\$373.91 per route for ambulatory routes and \$392.61 per route for wheelchair routes

2. The Contract Term shall be extended for another year ending of the August 1, 2018.
3. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

DURHAM SCHOOL SERVICES, L. P.

**ALUM ROCK UNION
ELEMENTARY SCHOOL
DISTRICT**

By: Durham Holding II, L.L.C.,
its general partner

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Hilaria Bauer, Ph.D.
Title: Superintendent
Date: _____

7.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools:

Date: August 3, 2017

Subject: Think Together “Late Start Kinder Academy” Contract for 2017-2018

Staff Analysis: Think Together will extend Kinder Academy programs at designated schools up to two hours per day to provide morning activities for various elementary schools at ARUSD. The programs shall offer activities that complement and reinforce classroom instruction offering foundational skill-building in English Language Arts and Mathematics.


Recommendation: Staff recommends the Board approve the contract with Think Together for before school services for the school year 2017-2018. Cost of “Late Start Kinder Academy” contract is \$112,640.00.

Submitted by:



Title: Coordinator, State and Federal Programs

Approved by:


Sandra Garcia
Rene Sanchez

Title: Assistant Superintendent, Instructional Services

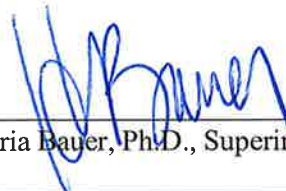
To the Board of Trustees:

Meeting: August 10, 2017

Recommended Approval

7.02

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: STATE & FEDERAL (School/Dept.) VENDOR NO. _____

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

Name of Individual/Company: THINK TOGETHER

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

Phone: (408) 946-2727 Fax: ()

SSN: _____ Fed I.D. #: 77-044-1284

Contractor's License: _____ Type: _____ Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates July 14, 2017 to June 30, 2018

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

- A. One line description for Governing Board Report: Think Together will extend its Kinder Academy Programs at designated schools by up to two hours per day to provide morning activities for students enrolled in "LATE START" Kindergarten classes.

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

Think Together Programs shall offer activities that complement and reinforce classroom instruction offering foundational skill-building in English/Language Arts and

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

 b. **Flat Rate:** \$ _____ to be the total payment to the Contractor including travel and/or other expenses.

 x c. **Other:** \$ 112,640.00 (describe rate agreement) NOT TO EXCEED \$112,640.00

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	360	5051-0-	5815	112,640.00		
		"MASTER CONTRACT"				

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

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

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools:

Date: August 3, 2017

Subject: YMCA of Silicon Valley East Valley Branch

Staff Analysis: The YMCA will provide after school homework assistance, science, technology, engineering, and arts enrichment programs at **LUCHA elementary school**. Math and English Language Arts support will also be provided for students. The goal of the after-school programs is to promote academic success, higher integration into the school system and healthy development of participating students. All program costs are paid by the After School Education and Safety (ASES) grant.

Recommendation: Staff recommends the Board approve the contract with YMCA of Silicon Valley East Valley Branch for after school education services for the 2017-2018 school year. Cost of this contract is \$106,971.00.

Submitted by: Sandra Garcia

Title: Coordinator State and Federal Programs

Approved by: Rene Sanchez
Rene Sanchez

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: August 10, 2017

Recommended Approval

7.03

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
 FROM: STATE & FEDERAL (School/Dept.) VENDOR NO. _____

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

Name of Individual/Company: YMCA OF SILICON VALLEY - EAST VALLEY BRANCH
 Address: 80 Saratoga Ave City: Santa Clara State: CA Zip: 95051
 Phone: (408) 351-6400 Fax: ()
 SSN: _____ Fed I.D. #: 94-115-6318
 Contractor's License: _____ Type: _____ Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates July 14, 2017 to June 30, 2018
 3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

- A. One line description for Governing Board Report:
After School Education & Safety Program @ LUCHA School.
 B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

The After School Education & Safety Program through the YMCA provides after school homework assistance, science, technology, arts & math enrichment along with nutrition education.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

 b. **Flat Rate:** \$ _____ to be the total payment to the Contractor including travel and/or other expenses.

 X c. **Other:** \$ 106,971.00 (describe rate agreement) NOT TO EXCEED \$106,971.00

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
06	360	1386-0-	5815	106,971.00	ASES	

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

7.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools:

Date: August 3, 2017

Subject: City of San Jose, Parks, Recreation and Neighborhood Services

Staff Analysis: The City of San Jose will provide after school homework assistance, science, technology, engineering, and arts enrichment programs at **Lyndale elementary school**. Math and English Language Arts support will also be provided for students. The goals of the after school program are to promote academic success, higher integration into the school system and healthy development of participating students. All program costs are paid by the After School Education and Safety (ASES) grant.

Recommendation: Staff recommends the Board approve the contract with the City of San Jose, Parks, Recreation and Neighborhood Services for after school education services for the 2017-2018 school year. Cost of this contract is \$103,171.00.

Submitted by: Sandra Garcia
Sandra Garcia
Approved by: Rene Sanchez
Rene Sanchez

Title: Coordinator, State and Federal Programs
Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: August 10, 2017

Recommended Approval

7.04
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: State and Federal Dept.
(School/Dept.)

VENDOR NO. _____

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

2. Name of Individual/Company: City of San Jose, Parks, Recreation and Neighborhood Services- (After School Education and Safety Program)

Address: 200 E. Santa Clara Street City: San José ST: CA Zip: 95113

Telephone: (408) 535-3576

Fax #: (408) 292-6299

SSN: _____ Fed I.D.#: _____

Contractor's License: _____ Type: _____ Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates July 14, 2017 To June 30, 2018

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

A. One line description for Governing Board Report:

After School Education and Safety Program at Lyndale Elementary School

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals, exhibits and other pertinent documentation:

1. City of San Jose will provide a minimum of 84 students with a comprehensive program that includes tutoring, homework assistance, literacy, recreation and sports, arts, nutrition, science, technology, engineering, art and math enrichment opportunities, every day school is in session from the end of the school day until 6:00 p.m.

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

 N/A 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.

 N/A b. **Flat Rate:** \$ _____ to be the total payment to the Contractor including travel and/or other expenses.

 c. **Other:** \$ (describe rate agreement) monthly reimbursement payments to the Contractor including travel and/or other expenses and 15% of total grant award for administrative expenses. Each party will ensure direct expenditures fall within 85% of the total grant award: of total amount

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
06	360	1386-0-	5815	103,171.00	ASES	

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools:

Date: August 3, 2017

Subject: Latino Film Institute Youth Cinema Project

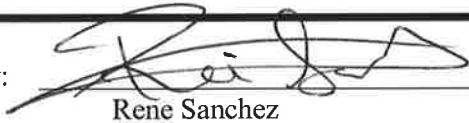
Staff Analysis: The goal of the Youth Cinema Project is to enhance a student's education and to turn students into more engaged learners. The Youth Cinema Project uses filmmaking as a vehicle to inspire students to write and tell their own stories, think creatively and critically in the classroom, and develop the discipline to make a film product out of their writing. The Youth Cinema Project enables students to learn classroom content, while honing their communication, collaboration and problem-solving skills.

The Youth Cinema Project will be offered at one (1) elementary school at the District, specifically three (3) fourth-grade classes and one (1) middle school class at Hubbard elementary. The Youth Cinema Project will provide the curriculum for each class and course. Each class will be taught by a district-employed certificated teacher along with an Instructor to support and assist with the film-making process.

The estimated cost of this project is \$244,736.20.

Recommendation: Staff recommends the Board approve the contract with the Latino Film Institute Youth Cinema Project. Cost of this contract is \$244,736.20.

Approved by:


Rene Sanchez

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: August 10, 2017

Recommended Approval

7.05

Agenda Placement


Hilario Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Academic Services (School/Dept.)

VENDOR NO. 22241

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: Latino Film Institute Youth Cinema Project

Address: 18034 Ventura Blvd, Ste 288 City: Encino ST: CA Zip: 91316

Telephone: (626) 222-9252 Fax #: () _____

SSN: _____ Fed I.D.#: 47-5010246

Contractor's License: _____ Type: _____ Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 7/17/17 to 6/30/18
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. One line description for Governing Board Report:

Instructional Services in cinematic film making.

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

Instructional services in cinematic film making for three (3) fourth-grade classes at Hubbard/one (1) middle school class

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

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

b. **Flat Rate:** \$ _____ to be the total payment to the Contractor including travel and/or other expenses.

☒ c. **Other:** \$ 244,739.20 (describe rate agreement) not to exceed

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>03</u>	<u>305</u>	<u>5310/0</u>	<u>5815</u>	<u>244,739.20</u>	<u>LCAP 21st century Learning Classrooms</u>	

Goal
3.9

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue
San José, CA 95127

7.06

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools:

Date: August 3, 2017

Subject: Contract with Crowe Horwath LLP to provide required yearly audit services

Summary: Crowe Horwath LLP currently provides financial and performance audit services of the District's financial records and reporting.
The annual required independent financial audit serves as an assurance that the district's accounting practices, procedures and reporting adhere to specific professional audit standards as per the Government Accounting Standards issued by the Controller General of the United States. The annual audit also ensures that the financial statements and reports reported by the district are accurate.

Recommendation: Staff recommends that the Board of Trustees approve the contract with Crowe Horwath LLP in the amount of \$50,000 per fiscal year for the general yearly audit of our financial statement and GASB 34 conversion entries starting with fiscal year 2017-18 through fiscal year 2019-20.
In addition, Staff recommends that the Board of Trustees approve the contract with Crowe Horwath LLP in the amount of \$5,000 per fiscal year for Financial Statement and Performance audit of Measure J General Obligation Bonds starting with fiscal year 2017-18 through fiscal year 2019-20.

Submitted by:


Kolvira Cheng

Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: August 10, 2017

Recommended Approval

7.06

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: 21155

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 (BUS-109) for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company: Crowe Horwath LLP

Address: 400 Capitol Mall, Suite 1400 City: Sacramento State: CA Zip: 95814

Phone: (916) 441-1000 Fax: (916) 441-1110

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: effective dates July 2017 to June 2020

CONTRACTOR'S OBLIGATION:

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

General Yearly Audit, GASB 34 Audit and Measure J Audit of Financial Statments and Performance Audit.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

 a. **Fee Rate:** \$ _____ per _____ Not to Exceed _____ of services.

☒ b. **Other:** \$ \$47,500/yr General Audit, \$2,500/yr GASB Entries, \$5,000/yr Measure J Audit

Describe rate agreement or other costs: Total of NTE \$151,500 and \$50,500/yr.

BUDGET CODE: 03-700-7100-0-5812

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____

Director of Fiscal Services: [Signature] Date: 8/3/17

Asst. Supt., of Business Services: [Signature] Date: 8/3/17

Superintendent: _____ Date: _____

Board of Trustees: _____ Date: _____

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

7.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

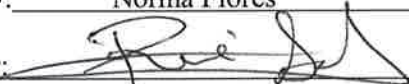
To the Superintendent of Schools:

Date: August 3, 2017

Subject: Ro Health, Inc.

Staff Analysis: Under current California law, school personnel other than licensed nurses may not administer insulin to diabetic students, even if the insulin injections are required under a Section 504 Plan or an Individual Education Plan (IEP)- *American Nurses Association et al. v. Jack O'Connell, et al. (2010) 185 Cal. App. 4th 393 (case #07AS04631)*
Attached is the proposed contract for medical care with Maxim Staffing Agency. The proposed contract will provide diabetes care (e.g., insulin administration, blood glucose checks, treatment for low and high blood glucose levels) for students with diabetes residing within the Alum Rock School boundaries. It is necessary that the services to be provided start immediately upon start of the school year in order to keep students medically safe.

Recommendation: Staff recommends the board approve the contract with Ro Health for school years 2017-2018 and 2018-2019. The cost of this contract is \$200,000.00 (\$100,000.00 per year).

Submitted by: Norma Flores
Approved by: 
Rene Sanchez

Title: Director, Student Services
Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: August 10, 2017

Recommended Approval

7.07

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



0071617 (Rev. 01/11/04)

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Student Services (School/Dept.)

VENDOR NO. 22344

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: Ro Health Inc.

Address: 4027 21st Ave. W #200 City: Seattle State: WA Zip: 98199

Phone: 888,552-9775

Fax: ()

SSN: _____

Fed I.D. #: 46-3049972

Contractor's License: _____

Type: _____

Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates July 1, 2017 to June 30, 2019

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

- A. One line description for Governing Board Report:

Ro Health will provide Diabetes services, including care, daily personal

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

Ro Health will provide diabetes services, daily nursing personal to students at various ARUESD school sites.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-108) 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:** \$ 47.60 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

☐ b. **Fiat Rate:** \$ _____ to be the total payment to the Contractor including travel and/or other expenses.

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

5. BUDGET CODE:

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	340	3230	5815	\$100,000		

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

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

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

7.08

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools:

Date: August 3, 2017

Subject: YMCA “Kinder Academy”

Staff Analysis: YMCA will offer Kinder Academy programs at designated schools from the start of the school day through 6:00 p.m. to provide extended learning opportunities for TK and Kindergarten students at Aptitud, Arbuckle, Cassell, Chavez, Cureton, Dorsa, Adelante II, LUCHA and San Antonio elementary schools. The programs shall offer activities that complement and reinforce classroom instruction offering foundational skill-building in English Language Arts and Mathematics.

Recommendation: Staff recommends the Board approve the contract with YMCA for before and after school services for 2017-2018 School Year. Cost of “Kinder Academy” contract is \$640,000.00.

Submitted by: Sandra Garcia
Sandra Garcia
Approved by: Rene Sanchez
Rene Sanchez

Title: Coordinator, State and Federal Programs

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: August 10, 2017

Recommended Approval

7.08

Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
 FROM: STATE & FEDERAL (School/Dept.) VENDOR NO. 13882

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

Name of Individual/Company: YMCA OF SILICON VALLEY
 Address: 80 Saratoga Ave City: Santa Clara State: CA Zip: 95051
 Phone: (408) 715-6533 Fax: (408) 298-0143
 SSN: _____ Fed I.D. #: _____
 Contractor's License: _____ Type: _____ Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates August 11, 2017 to June 30, 2018
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:
- A. One line description for Governing Board Report: EXTENDED Learning support for up to nine (9) elementary schools, (please see list of schools attached).
- B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:
Students will receive homework assistance and support in science, technology, engineering and the arts as well as math and ELA.
4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)
- ____ a. **Fee Rate:** \$_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.
- ____ b. **Flat Rate:** \$_____ to be the total payment to the Contractor including travel and/or other expenses.
- ____ c. **Other:** \$_____ (describe rate agreement) NOT TO EXCEED (per terms of contract).

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	360	5050-0-	5815	640,000.00	LCAP	

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools:

Date: August 3, 2017

Subject: San Jose Police Department Secondary Employment Unit

Staff Analysis: The School Resource Officer Program supports Alum Rock Middle Schools in providing a safe and positive school environment. Officers are present at ARUSD middle schools to establish and maintain positive relationships with administration, staff, families, students and community. Officer's also provide mentoring services to at- risk youth, promote the profession of police officer and serve as positive role models to our students.

Recommendation: Staff recommends the approval of the following contract with the city of San Jose Police Department for officers who are present daily at Alum Rock middle schools, ensuring the safety of students and the entire community of each campus. The estimated cost for the 2017-2018 school year is \$180,000.00.

Submitted by: Norma Flores *N.F.*

Title: Director, Student Services

Approved by: *Rene Sanchez*
Rene Sanchez

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: August 10, 2017

Recommended Approval

7.09

Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
 FROM: Student services (School/Dept.) VENDOR NO. 14025

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

Name of Individual/Company: San Jose Police Department Secondary Unit
 Address: 201 W. Mission St. City: San Jose State: CA Zip: 95110
 Phone: (408) 277-4980 Fax: ()
 SSN: _____ Fed I.D. #: _____
 Contractor's License: _____ Type: _____ Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 8/28/17 to 6/30/18
 3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

- A. One line description for Governing Board Report:

SSPD School Resource Officers provide student & staff safety.

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

SSPD Serve daily at each middle school throughout Alum Rock School District. Each officer provides a minimum of 4 hours

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

b. **Flat Rate:** \$ _____ to be the total payment to the Contractor including travel and/or other expenses.

☒ c. **Other:** \$ 180,000 (describe rate agreement) minimum of 4 hours

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>03</u>	<u>340</u>	<u>32200</u>	<u>583</u>	<u>\$180,000</u>		

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools:

Date: August 3, 2017

Subject: Little Heroes

Staff Analysis: Little Heroes will provide youth and recess development programs at **Meyer, Chavez, Cassell, Cureton, Ryan, San Antonio, Linda Vista, LUCHA and Adelante**. Program components consist of organization of recess at lunch, before, during and after school physical activity, setting up recess structure, involvement in sports league and tournaments, mentor program, junior leadership program and in-class support. The goal is to develop student leaders at these elementary sites.

Recommendation: Staff recommends the board approve the contract with the Little Heroes for youth and recess development programs for the 2017-2018 School Year. Cost of contract is \$241,000.00 for various sites.

Submitted by: Sandra Garcia

Title: Coordinator, State and Federal Programs

Approved by: Rene Sanchez

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: August 10, 2017

Recommended Approval

7.10
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
FROM: STATE & FEDERAL (School/Dept.) VENDOR NO. _____

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

Name of Individual/Company: LITTLE HEROES
Address: 5669 Snell Avenue #275 City: San Jose State: CA Zip: 95123
Phone: (619) 384-8229 Fax: ()
SSN: _____ Fed I.D. #: 46-0805877
Contractor's License: _____ Type: _____ Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates August 11, 2017 to June 30, 2018
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:
- A. One line description for Governing Board Report: Little Heroes provides youth & recess development programs at various elementary schools in Alum Rock Union School District.
- B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:
Organization of recess lunch, before, during & after school physical activity, recess structure, sports league and tournament, mentor program, junior leadership program and in-class support.
4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

- _____ a. **Fee Rate:** \$ _____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.
- _____ b. **Flat Rate:** \$ _____ to be the total payment to the Contractor including travel and/or other expenses.
- _____ c. **Other:** \$ _____ (describe rate agreement) Not to exceed \$27,000.00 per school.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
	VARIOUS SITES			241,000.00		
		"MASTER CONTRACT"				

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

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

7.11

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools:

Date: August 4, 2017

Subject: Graciela Hendel

Staff Analysis: Attached is the proposed contract increase for bilingual assessment services with Ms. Graciela Hendel. The proposed increase will provide bilingual speech assessment services for preschool students residing within Alum Rock School boundaries. During the 2016-2017 school year the District received over 300 referrals for preschool speech assessments. The law requires assessments are to be completed in students' primary language.

Recommendation: Staff recommends the Board approve the contract increase with Ms. Graciela Hendel, for the 2017-2018 school yer. The cost of this contract is \$18,080.00 and not to exceed the total contract of \$158,080.00

Submitted by: Jean Gallagher
Jean Gallagher
Approved by: Rene Sanchez
Rene Sanchez

Title: Chief Special Services Officer
Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: August 10, 2017

Recommended Approval

7.11
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
CONTRACT ADJUSTMENT FORM

P.O.# C11617042 DATE 7/11/17

CONTRACT Graciella Hendel

ADDITIONAL WORK: SITE / LOCATION: Sp. Ed.

Bilingual Speech assessments

Total Change Order Amount \$ 18,080

Total Change Order Amount 08 - 380 - 1310 - 15 - 5815

Original Contract	\$ <u>140,000</u>
Contract Increase/Decrease by this Change Order # <u>1</u>	\$ <u>18,080</u>
Previously authorized change order# _____	\$ _____
Previously authorized change order# _____	\$ _____
Previously authorized change order# _____	\$ _____
Adjustment Contract Sum including Change Orders	\$ <u>158,080</u>

Accepted and Authorized By:

Alum Rock School District:

Assistant Superintendent, Business/Support Services

Gallagher

Program Manager

Purchasing Agent

Contractor

(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. Changes exceeding these limits must be approved by the ARUESD Board of Trustees and the Santa Clara County Superintendent of Schools.)

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

8.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: August 10, 2017

Subject: Request for allowance of attendance (form J-13A)

Staff Analysis: Board approval of this attendance document is needed in order to make adjustments to ASES attendance reports for the displaced attendance records for June 12 – June 14, 2017 at Linda Vista Elementary School.

Recommendation: Staff recommends approval of Form J-13A – Request for Allowance of Attendance.

Submitted by: Carlos Moran



Title: Director of State and Federal Programs

Approved by: Rene Sanchez



Title: Assistant Superintendent of Instructional Services

To the Board of Trustees:

Meeting: August 10, 2017
Regular Board Meeting

Recommend Approval

8.01

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____

Seconded by: _____

Approved: _____

Not Approved: _____

Tabled: _____

**REQUEST FOR ALLOWANCE OF ATTENDANCE
BECAUSE OF EMERGENCY CONDITIONS
Form J-13A (Rev. 01-05)**

School District (or Charter School) Name: Alum Rock Union Elementary School District

School District (or Charter School) Address: 2930 Gay Avenue, San Jose, CA 95127

County-District Code: 0602310

County Name: Santa Clara

This form replaces the Form J-13A (Rev. 4-90) and should be used to obtain approval of attendance and instructional time credit under one or more of the following conditions:

- When one or more schools were closed because of conditions described in *Education Code* Section 41422
- When one or more schools were kept open but experienced a material decrease in attendance because of conditions described in *Education Code* Section 46392
- When attendance records have been lost or destroyed as described in *Education Code* Section 46391

Approved credit for instructional time may be used in conjunction with regular instructional days to satisfy the requirements of *Education Code* Section 37202 (equal length of instructional time among schools within a district).

A separate form should be submitted for each emergency event, but credit may be requested for more than one school and under one or more of the foregoing conditions on the same form. Each separate form must include the affidavit of the governing board members and the county superintendent before it can be approved by the State Superintendent of Public Instruction.

The original form (with the board members' affidavit) and two copies should be filed with the county superintendent of schools. If the county superintendent approves the request, he or she should execute the affidavit certifying that approval and forward all pages of the original and one copy of the form to:

Office of Principal Apportionment and Special Education
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814

This form consists of five preprinted pages. Pages 1 and 5 (5C for charter schools) must accompany all submissions. Page 4 (Lost or Destroyed Attendance Records) will not need to be submitted by most districts. Multiple copies of Pages 2 and/or 3 may have to be submitted when claims are made on a school-by-school basis.

N/A

California Department of Education

Form J-13A

SCHOOL CLOSURE

Nature of Emergency (describe):

Name of School(s):
(if request covers all schools, write "all schools")

School Code(s):

We request that apportionments be maintained and instructional time credited for the above named school(s) without regard to the fact that the school(s) were closed on (dates):

because of the described emergency. Approval of this request authorizes the local educational agency to disregard these days in the computation of average daily attendance (ADA) (per Section 41422) and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *Education Code* Section 46200, et seq.

If the school closure resulted from a power outage or impassable roads caused by inclement weather, state the number of school closure days for the same conditions in each of the last five years:

MATERIAL DECREASE

Nature of Emergency (describe):

Name of School:
(if request covers all schools, write "all schools")

School Code(s):

We request the substitution of estimated days of attendance for actual days of attendance in accordance with the provisions of Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of apportionments for the foregoing school(s) for (dates) _____ during which school attendance was materially decreased because of the described emergency.

Estimated attendance for each day (October or May ADA): _____ students per day.
Estimated daily attendance multiplied by number of days of material decrease, yields _____ days of attendance requested.

State method of determining estimated daily attendance (October or May ADA):

ADA for school month beginning on _____, 2____ and ending on _____, 2____.

Actual apportionable attendance for days of material decrease:

Site	Date	Actual Attendance
------	------	-------------------

LOST OR DESTROYED ATTENDANCE RECORDS

We request the use of estimated attendance in lieu of attendance that cannot be verified because of the loss or destruction of attendance records. This request is made in accordance with Section 46391. The entire period covered by the lost or destroyed records commences with Monday, June 12, 2017, up to and including, Wednesday, June 14, 2017.

Describe circumstances and extent of records loss or destruction:

The attendance records were reported missing by the Linda Vista site supervisor on Friday, June 16, 2017. Staff searched the campus and the rooms utilized for the attendance records but did not find them.

Describe how it is proposed to reconstruct attendance records or estimate attendance in the absence of records:

Attendance was entered online to CitySpan prior to the records being lost. Proof of entered attendance will be provided in order to retain the 241 present records.

AFFIDAVIT OF GOVERNING BOARD MEMBERS

We, members constituting a majority of the governing board of the Alum Rock Union Elementary School district, hereby swear (or affirm) that the foregoing statements are true and are based on official district records.

Khanh Tran, President

Andrés Quintero, Vice President

Dolores Márquez-Frausto, Clerk

Esau Ruiz Herrera, Member

Karen Martinez, Member

Printed Names

Signatures

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this 10th day of August, 2017
Signature, _____ Title, Superintendent of Santa Clara County, California

Contact/Individual responsible for preparing this form:

Name: Sandra Garcia Title: Coordinator of State & Federal Programs

Phone: 408-928-6935 Fax : 408-928-6404 E-mail: sandra.garcia@arUSD.org

AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

Signature, County Superintendent of Schools _____

Date: _____

Subscribed and sworn (or affirmed) before me, this ____ day of _____, 2____.

Signature, Title _____

of _____ County, California

Contact/Individual responsible for preparing this form:

Name: _____ Title: _____

Phone: _____ Fax : _____ E-mail: _____

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: Information Regarding Resignations

Staff Analysis:

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

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

To the Board of Trustees:
Information Only

Meeting:

August 10, 2017
Regular Board Meeting

9.01
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

August 10, 2017

CLASSIFIED RESIGNATIONS:

I. Resignations:

- | | | |
|-------------------------------------|---|----------|
| 1. Gallegos, Brisa Isamar Rodriguez | Paraeducator Special Education II/Meyer | 07/20/17 |
|-------------------------------------|---|----------|

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

August 10, 2017

CERTIFICATED RESIGNATIONS:

I. Resignations:

- | | | | |
|----|-------------------|------------------------------|------------|
| 1. | Hargis, Veronika | SDC/Sheppard Middle School | 07/31/2017 |
| 2. | MacArthur, George | Core/Fischer Middle School | 06/30/2017 |
| 3. | Tom, Araceli | Principal/ADELANTE Academy I | 07/21/2017 |

10.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees:

Date: August 3, 2017

Subject: **Energy Savings Plan Utilizing Proposition 39 Update**

Staff Analysis: OpTerra will provide a presentation to update the Energy Savings Plan utilizing Proposition 39.

****INFORMATION ONLY****

Submitted by: Kolvira Chheng 

Title: Assistant Superintendent, Business Services

Approved by: Hilaria Bauer, Ph.D.

Title: Superintendent

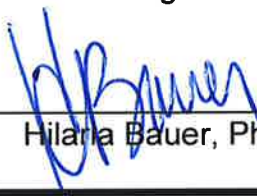
To the Board of Trustees:

Meeting: August 10, 2017
Regular Board Meeting

Information Only

10.01

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

10.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees:

Date: August 3, 2017

Subject:

INFORMATION/DISCUSSION

An Executive Summary will be presented by Assistant Superintendent of Business Services:

- **Facility Assessment**
- **Air Conditioning Assessment Report**
- **Measure J Bond Expenditures**

Staff Analysis: Kolvira Chheng, Assistant Superintendent of Business Services, will provide updates for the following items: Facility Assessment, A/C Assessment Report, and Measure J Bond Expenditures.

The reports will be provided to the Board under separate cover before the board meeting.

****INFORMATION ONLY****

Submitted by: Kolvira Chheng



Title: Assistant Superintendent, Business Services

Approved by: Hilaria Bauer, Ph.D.

Title: Superintendent

To the Board of Trustees:

Meeting: August 10, 2017
Regular Board Meeting

Information Only

10.02
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

10.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: August 3, 2017

Subject: Small Business Outreach and Information Session Report

Staff Analysis: The District advertised with the following sources (total advertisement cost \$1,470):

San Jose Mercury News (Advertised in English)
Vietnam Daily News (Advertised in English and Vietnamese)
El Observador (Advertised in English and Spanish)
San Jose Chamber of Commerce (Advertised in English)
Hispanic Chamber of Commerce (Advertised in English and Spanish)
Alum Rock Santa Clara Street Business Association (Advertised in English, Spanish and Vietnamese)

The session was held on Saturday, July 1, 2017 in the District's Board Room. Two companies registered; only one showed up with 2 representatives (Builders' Exchange of Santa Clara County). Although attendance was not what we hoped for, the dialogue between the Builders' Exchange and the District was informative for them and us. Additionally, Builders' Exchange of Santa Clara County informed District staff that it will advertise any District's future announcements in its publication at no cost.

The District will hold similar sessions twice a year in order to increase local small business participation along with attending similar events held by business associations with and around Alum Rock.

A copy of the presentation is attached.

INFORMATION ONLY

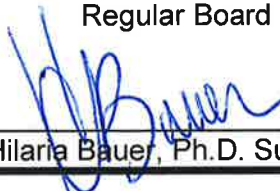
Submitted by: Kolvira Chheng  Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: August 10, 2017
Regular Board Meeting

Information Only

10.03
Agenda Placement


Hilaria Bauer, Ph.D. Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

August 7, 2017

Subject: MATHSON FIRE FINDINGS PRESENTATION

Attorneys Luis Saenz and Rogelio Ruiz will be presenting a report.

This agenda item was submitted by President Khanh Tran.

INFORMATION/DISCUSSION

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: August 10, 2017
Regular Board Meeting

INFORMATION/DISCUSSION

10.04
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

10.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

August 4, 2017

Subject: MATHSON FIRE RESTORATION PROJECT

Background:

On February 27, 2016, a fire at Mathson Middle School damaged or destroyed several classrooms and ancillary facilities in the "B" and "C" wing of rooms. On March 1, 2016, the District filed a claim with Zurick insurance for the fire loss. On March 3, 2016, the Board unanimously passed Resolution 34-15/16 declaring the existence of an emergency situation to address the remediation and repair of the affected facilities without the necessity of advertising for bids. On March 9, the County Superintendent of Schools approved the Board's Resolution 34-15/16. On July 25, 2017, the District was notified by Zurick insurance that the claim has been closed. Since the insurance claim is fully closed, staff is presenting to the Board for ratification a list of all contractors and vendors the District used to provide for temporary housing for classrooms, remediate and repair damaged or destroyed facilities, and replace contents that were destroyed.

Recommendation or Next Steps:

Staff recommends the approval of the attached list of contractors and vendors the District used in relation with the fire at Mathson Middle School.

Discussion/Action

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

To the Board of Trustees:

Meeting: August 10, 2017
Regular Board Meeting

Discussion/Action

10.05
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
August 10, 2017 Board Meeting

MATHSON FIRE RESTORATION PROJECT

2015-2016 Fiscal Year
2016-2017 Fiscal Year
2017-2018 Fiscal Year

<u>DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONSULTANT NAME</u>	<u>CONTRACT AMOUNT</u>	<u>EXPENDITURE AMOUNT</u>	<u>PURPOSE</u>
Maintenance Daniel Flores	02/27/16- 06/30/17	Har-Bro of Northern California, Inc.	\$2,140,222.64	\$2,024,105.70	Provide emergency services due to fire at Mathson M.S. 02/27/16 Contract #'s C1516342, and C1617150 Funding: General-Restricted
Facilities Louie Moran	04/04/16- 05/04/16	Irick Inspections, Inc.	\$2,300.00	\$2,300.00	Inspection services by DSA inspectors Contract #'s C1516314 and C1617160 Funding: General-Restricted
Maintenance Daniel Flores	11/20/16- 03/31/17	Irick Inspections, Inc.	\$28,350.00	\$28,350.00	DSA project inspection services Contract #C1617351 Funding: General-Restricted
Facilities Louie Moran	03/21/16- 07/21/16	Mobile Modular Management Corp.	\$55,772.00	\$95,231.45	Provide interim housing – temporary portable due to classroom C1 fire on 02/27/16 Contract #'s C1516282 and C1617143 Funding: General-Restricted
Maintenance Daniel Flores	03/16/16- 04/30/17	Precision Communications Systems	\$54,891.73	\$51,831.43	Provide test, inspection and repair services for fire alarm System at Mathson due to fire Contract #'s C1516343 and C1617501 Funding: General/Restricted

**Alum Rock Union Elementary School District
August 10, 2017 Board Meeting**

<u>DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONSULTANT NAME</u>	<u>CONTRACT AMOUNT</u>	<u>EXPENDITURE AMOUNT</u>	<u>PURPOSE</u>
Facilities Louie Moran	03/10/16- 08/31/16	Sugimura Finney Architects, Inc.	\$68,500.00	\$64,443.44	Provide architectural and engineering services due to Mathson fire Contract #'s C1516283, C1617158, C1516315, C1617161, and C1617075 Funding: General-Restricted
Maintenance Daniel Flores	02/27/16- 06/30/17	Syserco, Inc.	\$6,000.00	Pending	Repair and maintenance of Allerton Energy Management System Contract #C1617500 Funding: General-Restricted
Avtar Gill Technology	07/15/17- 08/31/17	zSpace, Inc.	\$5,500.00	Pending	Installation and professional development training on zSpace for STEM lab Contract#C1718064 Funding: General-Restricted

11.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

August 4, 2017

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

Mr. Luis Rojas, CEO, Del Terra, will provide a written update on the status of the Bond Projects. This agenda item was submitted by Assistant Superintendent Kolvira Chheng.

Informational Update

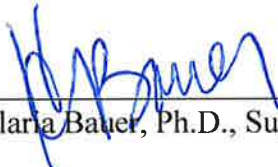
Submitted by: Kolvira Chheng Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: August 10, 2017
Regular Board Meeting

Informational Update

11.01
Agenda Placement


Hilana Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

11.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools:

Date: August 2, 2017

Subject: Re-Roofing for District Office Buildings 600, 700, 800 & Walkway Project
Notice of Completion and Final Change Order

Staff Analysis: The Re-Roofing for District Office Buildings 600, 700, 800, & Walkways project is completed. To formally close the contract, a *Notice of Completion* needs to be filed with the Santa Clara County Recorder to reflect the status.

The original contract value was \$231,354.00 and the final contract value is now \$260,996.00. The increase on this project totaled to \$29,642.00, the funds are being increased via a change order at the close of the project.

Recommendation: Staff recommends that the Board approve the Notice of Completion document as well as approval of the final change order with Roofing Constructors Inc. dba: Western Roofing Services, 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: August 10, 2017
Regular Board Meeting

Recommended Approval

11.02
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
BONDS/FACILITIES CONSTRUCTION OFFICE
2930 GAY AVENUE
SAN JOSE, CA 95127

Issue Without Fee Under
Section 6103, Government Code

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN in accordance with the provisions of Civil Code Section 3093, the Alum Rock Union Elementary School District of Santa Clara County, State of California, acting by and through its Governing Board, entered into a contract on **April 14, 2017**, with **Roofing Constructors Inc. dba Western Roofing Services** whose address is at **15002 Wicks Blvd., San Leandro, Ca 94577** for **Re-Roofing Project at District Office Buildings 600, 700, 800, & Walkway** located at **2930 Gay Ave, San Jose, CA 95127**, County of Santa Clara, all in accordance with Plans and Specifications therefore adopted by said Governing Board and upon the terms and conditions set forth and identified by said written contract.

NOTICE IS FURTHER GIVEN that the work provided to be done under said contract was completed on the **31st** day of **July 2017**.

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

DATED this **10th** day of **August 2017**.

By: _____

Khanh Tran
President, Board of Trustees

VERIFICATION

State of California
County of Santa Clara

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

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

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

Date: _____

Dolores Marquez-Frausto, Clerk, Board of Trustees

FINAL CHANGE ORDER

OWNER:	<u>Alum Rock Union Elementary School District</u>	<u>Change Order No.: 01</u>
SCHOOL:	<u>District Office</u>	<u>Date: July 31, 2017</u>
PROJECT:	<u>Re-Roofing of Buildings 600, 700, 800 & Walkways</u>	<u>Bid Package: B1617-Bond012</u>
CONTRACTOR:	<u>Roofing Constructors Inc. dba Western Roofing Services</u>	
ADDRESS:	<u>15002 Wicks Blvd.</u> <u>San Leandro, Ca 94577</u>	Project No.: <u>B1617-Bond012</u> DSA App. No.: <u>N/A</u>

DESCRIPTION OF CHANGE:

Incorporate the following work into the Contract Documents for the amount and time agreed upon as listed below:

COR# 01	Remove and replace dry rot at Building 700, 800 and Walkway Canopy Paint	\$39,642.00
	Allowance	-\$10,000.00
	TOTAL	\$29,642.00
Original Contract Amount		\$231,354.00
Previously Approved Change Orders		\$0.00
Amount of this Change Order		\$29,642.00
CURRENT CONTRACT AMOUNT including this Change Order		\$260,996.00


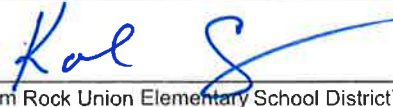
Agreed time extension: 0 calendar days

CURRENT CONTRACT COMPLETION DATE INCLUDING THIS CHANGE ORDER: _____

REVIEWED BY:

Architect:	<u>N/A</u>	Date: _____
Construction Manager:		Date: <u>8/3/17</u>

The Contractor agrees that the adjustment of the Contract Amount and Contract Time reflected in this Change order represents the entire and complete adjustment of the Contract Amount and Contract Time for the changes set forth in this Change Order. The adjustment of the Contract Amount includes without limitation all direct costs of labor, materials, services and equipment to complete such changes as well as any and all indirect costs of impacts, delays, interference or hindrances in performing, providing and completing the changes set forth in this Change Order. The adjustment of the Contract Time includes without limitation all adjustment of time necessary to perform, provide and complete the changes set forth in this Change Order and any and all impacts, delays, interference or hindrances in performing, providing and completing the changes. Except for as expressly set forth in this Change Order, there shall be no other adjustment of the Contract Amount or Contract Time for the changes set forth in this Change Order.

ACCEPTED BY:		Date: <u>8/2/17</u>
Contractor:		
Owner:	 (Alum Rock Union Elementary School District)	Date: <u>8/2/17</u>



Contract Modification PCO #1


TO: Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose CA (408) 687-2244
Louie Moran

Project/Contract #: B1617-Bond012
Initiation Date: 3-May-17
WR Reply Date: 4-May-17
Job Phone: -
Contact Person: Louie Moran
WRS Ref: PCO 1
Owner/GC Ref:
Job Ticket # : T7170685
Quote Type: Lump Sum
Schedule Impact: 13.925 delay days
Quote Amount: \$39,642

PROJECT: Re-Roofing District Office Buildings 600,700,800 and Walkway
2930 Gay Avenue
San Jose CA 95207

PCO Remove and replace dryrot at B700, B800 and Walkway Canopy- Paint.

SCOPE:

Qty	Description	Unit	M Unit \$	M Total	Work Scope Sequence /Steps				
150	2"x2" x10' DF Primed	lf	\$ 1.35	203	steps	Estimated Units	1	LS	
160	2"x4" x10' DF Primed	lf	\$ 2.15	344	1	Dry rot Repalcement 4/17, 4/18/17	mhrs	40.0	
47	3/4"x4"x8' Plywood ACX	ea	\$ 57.23	2,690	2	Dry rot Repalcement 4/19, 4/20/17	mhrs	64.0	
200	1"x6" 10' Pine	lf	\$ 0.53	106	3	Dry rot Repalcement 4/26, 4/27/17	mhrs	40.0	
1,070	1"x8" x10' DF	lf	\$ 0.76	813	4	Dry rot Repalcement 5/05/17	mhrs	24.0	
100	2"x8"x10' DF	lf	\$ 1.09	109	5	Dry rot Repalcement 5/08/17	mhrs	40.0	
210	2"x10"x10' DF	lf	\$ 1.19	250	6	Dry rot Repalcement 5/09/17	mhrs	8.0	
72	2"x6"x10' DF	lf	\$ 0.87	63	7	Dry rot Repalcement 5/12/17	mhrs	24.0	
1	Misc- Fasteners/Hangers	allow	\$ 250.00	250	8	Dry rot Repalcement 5/15/17	mhrs	24.0	
15	Paint	gal	\$ 50.00	750	9	Dry rot Repalcement 5/16/17	mhrs	8.5	
				-	✓	Labor / Crew #	rate	chrs	C cost
				-	1	General Foreman		136.3	77.20
				-	2	Roofer		136.3	71.03
				-					
			Subtotal	5,577					
Tax (San Leandro)			10.00%	558					
Total Materials				6,135					
Total Subcontracts									
Total Labor				20,920					
In-Direct Material, (based on Labor/Hrs.)				5,013					
Per Diem and Subsistence									
Warranty Fees									
Freight / Handling-prorate			5.0%	307		Subtotal		272.5	\$ 20,196
Refuge / Recycling-prorate			15.0%	920		Estimating/ Coordinator		4.0	\$ 150.00
Site Equipment and Crew Vehicles-prorate			\$ 15.00	836		Warehouse/Shop Time		2.0	\$ 61.75
Other						Total Labor Hrs./Cost		278.5	\$ 75.12
Total Misc. / Other				7,075	✓	Estimated Days/Delay:	50%	13.925	
Subtotal				34,130					
Contractor Fee			15%	5,120					
Total Contractor Fees				5,120					
Subtotal				39,250					
Bond Fee			1.00%	392					
TOTAL				39,642					

170071 Alum Rock District Office(BUR)

2930 Gay Ave San Jose, CA 95116



Date Mon 04/17/2017

Job # 170071

Prepared By Arturo Pena



Weather

6:00 AM

55°

Mostly Cloudy

Wind: 3 MPH | Precipitation: .04" | Humidity: 91%

12:00 PM

63°

Mostly Cloudy

Wind: 3 MPH | Precipitation: .05" | Humidity: 78%

4:00 PM

65°

Partly Cloudy

Wind: 4 MPH | Precipitation: .06" | Humidity: 71%

Work Logs

Name	Description	Quantity	Hours	Hours To Date
Western roofing service	I remove tow squares roofing tear off And remove the dry wood the repair 2"x10" and 1"x8" Complete 20'x8' to installed temporal plastic.	4	8.0	32.0
Total		4	32.0	32.0

Notes, Issues, Concerns

No entry

Site Safety Observations

No entry

Quality Control Observations

No entry

Survey

Questions

	N/A	No	Yes	Description
1. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any schedule delays occur?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Any visitors on site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Any areas that can't be worked on?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Any equipment rented on site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Attachments



170071 Alum Rock District Office(BUR)

2930 Gay Ave San Jose, CA 95116



Date Tue 04/18/2017

Job # 170071

Prepared By Arturo Pena



Weather

6:00 AM

53°

Mostly Cloudy

Wind: 1 MPH | Precipitation: .02" | Humidity: 91%

12:00 PM

62°

Partly Cloudy

Wind: 4 MPH | Precipitation: .03" | Humidity: 75%

4:00 PM

69°

Drizzle

Wind: 6 MPH | Precipitation: .04" | Humidity: 59%

Work Logs

Name	Description	Quantity	Hours	Hours To Date
Western roofing service	T7170685 I remove the dry wood 30'ft x6' and installed. 2"x10 30'ft to nailer 1"x8" complete 30'x 6'.	3	8.0	56.0
Total		3	24.0	56.0

Notes, Issues, Concerns

No entry

Site Safety Observations

No entry

Quality Control Observations

No entry

Survey

Questions

N/A No Yes Description

- | | | | |
|---------------------------------------|--------------------------|-------------------------------------|--------------------------|
| 1. Any accidents on site today? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Any schedule delays occur? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Did weather cause any delays? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Any visitors on site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Any areas that can't be worked on? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Any equipment rented on site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Attachments



170071 Alum Rock District Office(BUR)

2930 Gay Ave San Jose, CA 95116



Date Wed 04/19/2017

Job # 170071

Prepared By Arturo Pena



Weather

6:00 AM

46°

Clear

Wind: 0 MPH | Precipitation: .0" | Humidity: 87%

12:00 PM

66°

Clear

Wind: 6 MPH | Precipitation: .0" | Humidity: 56%

4:00 PM

71°

Partly Cloudy

Wind: 10 MPH | Precipitation: .0" | Humidity: 51%

Work Logs

Name	Description	Quantity	Hours	Hours To Date
Western roofing service	I tear off demolition 16 squares and installed base the one ply col proses. T7170685 the remove the dry wood and repair 6'x 25'ft.	8	8.0	120.0
Total		8	64.0	120.0

Notes, Issues, Concerns

No entry

Site Safety Observations

No entry

Quality Control Observations

No entry

Survey

Questions	N/A	No	Yes	Description
1. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any schedule delays occur?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Any visitors on site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Any areas that can't be worked on?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Any equipment rented on site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Attachments



170071 Alum Rock District Office(BUR)

2930 Gay Ave San Jose, CA 95116



Date Thu 04/20/2017

Job # 170071

Prepared By Arturo Pena



Weather

6:00 AM

53°

Partly Cloudy

Wind: 1 MPH | Precipitation: .01" | Humidity: 89%

12:00 PM

67°

Clear

Wind: 10 MPH | Precipitation: .01" | Humidity: 62%

4:00 PM

71°

Clear

Wind: 12 MPH | Precipitation: .01" | Humidity: 47%

Work Logs

Name	Description	Quantity	Hours	Hours To Date
Western roofing service	The tear off demolition 16squares and nailer base the installed cold presses one ply T7170685the remove Dry wood and repair 2"x10" 50'ft 1"x8" 200'ft the installed the 1"x8" face primer.	8	8.0	184.0
Total		8	64.0	184.0

Notes, Issues, Concerns

No entry

Site Safety Observations

No entry

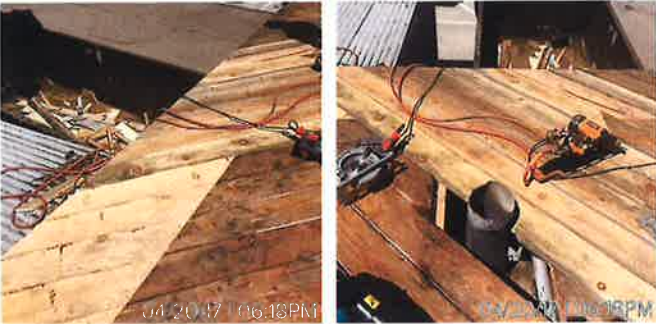
Quality Control Observations

No entry

Survey

Questions	N/A	No	Yes	Description
1. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any schedule delays occur?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Any visitors on site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Any areas that can't be worked on?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Any equipment rented on site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Attachments



170071 Alum Rock District Office(BUR)

2930 Gay Ave San Jose, CA 95116



Date Wed 04/26/2017

Job # 170071

Prepared By Arturo Pena



Weather

6:00 AM

54°

Mostly Cloudy

Wind: 2 MPH | Precipitation: .0" | Humidity: 87%

12:00 PM

64°

Mostly Cloudy

Wind: 5 MPH | Precipitation: .0" | Humidity: 74%

4:00 PM

66°

Mostly Cloudy

Wind: 8 MPH | Precipitation: .0" | Humidity: 72%

Work Logs

Name	Description	Quantity	Hours	Hours To Date
Western roofng service	T7170685 the remove Dry wood 65'ft x5' and repair to used 2"x10" 150'ft 1x8"300'ft complete one side.	4	8.0	300.0
Total		4	32.0	300.0

Notes, Issues, Concerns

No entry

Site Safety Observations

No entry

Quality Control Observations

No entry

Survey

Questions

N/A No Yes Description

170071 Alum Rock District Office(BUR)

2930 Gay Ave San Jose, CA 95116



Date Thu 04/27/2017

Job # 170071

Prepared By Arturo Pena



Weather

6:00 AM

53°

Partly Cloudy

Wind: 3 MPH | Precipitation: 0" | Humidity: 85%

12:00 PM

66°

Clear

Wind: 7 MPH | Precipitation: 0" | Humidity: 58%

4:00 PM

70°

Clear

Wind: 10 MPH | Precipitation: 0" | Humidity: 43%

Work Logs

Name	Description	Quantity	Hours	Hours To Date
	T7170685 the remove dry wood and repair installed 2"x10" 60'ft and 1"x8" used 200'ft the installed 1"x8" face prairie 240'ft aruant the building the edge.	2	8.0	0.0
Western roofing service	I installed base 16 squares and one ply col proses.	3	8.0	324.0
Total		5	40.0	340.0

Notes, Issues, Concerns

No entry

Site Safety Observations

No entry

Quality Control Observations

No entry

Survey

Questions	N/A	No	Yes	Description
1. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any schedule delays occur?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Any visitors on site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Any areas that can't be worked on?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Any equipment rented on site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Attachments



Arturo Pena

I, Arturo Pena, have reviewed and completed this report.

170071 Alum Rock District Office(BUR)

2930 Gay Ave San Jose, CA 95116



Date Fri 05/05/2017

Job # 170071

Prepared By Arturo Pena



Weather

6:00 AM

54°

Mostly Cloudy

Wind: 4 MPH | Precipitation: .0" | Humidity: 86%

12:00 PM

67°

Partly Cloudy

Wind: 8 MPH | Precipitation: .0" | Humidity: 60%

4:00 PM

70°

Partly Cloudy

Wind: 15 MPH | Precipitation: .0" | Humidity: 56%

Work Logs

Name	Description	Quantity	Hours	Hours To Date
Western roofing service	T7170685 the remove dry wood 9'x70' the walkway to complete the remove tear off.	3	8.0	507.0
Total		3	24.0	531.0

Notes, Issues, Concerns

No entry

Site Safety Observations

No entry

Quality Control Observations

No entry

Survey

Questions

N/A No Yes Description

1.

- | | | | |
|---------------------------------------|--------------------------|-------------------------------------|--------------------------|
| Any accidents on site today? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Any schedule delays occur? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Did weather cause any delays? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Any visitors on site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Any areas that can't be worked on? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Any equipment rented on site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Attachments



Arturo Pena

I, Arturo Pena, have reviewed and completed this report.

170071 Alum Rock District Office(BUR)

2930 Gay Ave San Jose, CA 95116



Date Mon 05/08/2017

Job # 170071

Prepared By Arturo Pena



Weather

6:00 AM

50°

Partly Cloudy

Wind: 2 MPH | Precipitation: .0" | Humidity: 78%

12:00 PM

73°

Clear

Wind: 3 MPH | Precipitation: .0" | Humidity: 44%

4:00 PM

80°

Clear

Wind: 9 MPH | Precipitation: .0" | Humidity: 36%

Work Logs

Name	Description	Quantity	Hours	Hours To Date
Western roofng service	T7170685 the installed 49 pieces the plywood 3/4" to nailer 8" o.c. Include 130'ft face 2"x4" 2"x2"130'ft.	5	8.0	547.0
Total		5	40.0	571.0

Notes, Issues, Concerns

No entry

Site Safety Observations

No entry

Quality Control Observations

No entry

Survey

Questions

N/A No Yes Description

1. Any accidents on site today?
2. Any schedule delays occur?
3. Did weather cause any delays?
4. Any visitors on site?
5. Any areas that can't be worked on?
6. Any equipment rented on site?

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attachments



Arturo Pena

I, Arturo Pena, have reviewed and completed this report.

170071 Alum Rock District Office(BUR)

2930 Gay Ave San Jose, CA 95116



Date Tue 05/09/2017

Job # 170071

Prepared By Arturo Pena



Weather

6:00 AM

51°

Clear

Wind: 0 MPH | Precipitation: .0" | Humidity: 76%

12:00 PM

74°

Partly Cloudy

Wind: 5 MPH | Precipitation: .0" | Humidity: 44%

4:00 PM

83°

Clear

Wind: 10 MPH | Precipitation: .0" | Humidity: 39%

Work Logs

Name	Description	Quantity	Hours	Hours To Date
	T7170685 the complete to installed tow plywood and 2x6" x10'ft dry wood.	1	8.0	0.0
Western roofing service	The installed base and taper the 1/2" insulation and one ply col proses	4	8.0	579.0
Total		5	40.0	611.0

Notes, Issues, Concerns

No entry

Site Safety Observations

No entry

Quality Control Observations

No entry

Survey

Questions

1. Any accidents on site today?
2. Any schedule delays occur?
3. Did weather cause any delays?
4. Any visitors on site?
5. Any areas that can't be worked on?
6. Any equipment rented on site?

N/A No Yes Description

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Attachments



Arturo Pena

I, Arturo Pena, have reviewed and completed this report.

170071 Alum Rock District Office(BUR)

2930 Gay Ave San Jose, CA 95116



Date Fri 05/12/2017

Job # 170071

Prepared By Arturo Pena



Weather

6:00 AM

51°

Partly Cloudy

Wind: 4 MPH | Precipitation: .0" | Humidity: 81%

12:00 PM

63°

Clear

Wind: 15 MPH | Precipitation: .0" | Humidity: 49%

4:00 PM

67°

Clear

Wind: 18 MPH | Precipitation: .0" | Humidity: 44%

Work Logs

Name	Description	Quantity	Hours	Hours To Date
	T7170685 I removed the paint because it's cracked and paint the plywood primer one coat.	3	8.0	0.0
Western roofing service	The installed 80'ft flashing membrane and sealant cornet installed one Downspout	2	8.0	675.0
Total		5	40.0	731.0

Notes, Issues, Concerns

No entry

Site Safety Observations

No entry

Quality Control Observations

No entry

Survey

Questions

1. Any accidents on site today?
2. Any schedule delays occur?
3. Did weather cause any delays?
4. Any visitors on site?
5. Any areas that can't be worked on?
6. Any equipment rented on site?

N/A No Yes Description

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Attachments



Arturo Pena

I, Arturo Pena, have reviewed and completed this report.

170071 Alum Rock District Office(BUR)

2930 Gay Ave San Jose, CA 95116



Date Mon 05/15/2017

Job # 170071

Prepared By Arturo Pena



Weather

6:00 AM

47°

Clear

Wind: 2 MPH | Precipitation: .0" | Humidity: 85%

12:00 PM

64°

Partly Cloudy

Wind: 3 MPH | Precipitation: .0" | Humidity: 54%

4:00 PM

70°

Mostly Cloudy

Wind: 9 MPH | Precipitation: .0" | Humidity: 51%

Work Logs

Name	Description	Quantity	Hours	Hours To Date
	T7170685 the paint the new plywood the installed waked roof	3	8.0	0.0
Western roofing service	The tear demolition 10 squares and nailer base the installed one ply col proses complete 20 squares base and one ply.	4	8.0	707.0
Total		7	56.0	787.0

Notes, Issues, Concerns

No entry

Site Safety Observations

No entry

Quality Control Observations

No entry

Survey

Questions	N/A	No	Yes	Description
1. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any schedule delays occur?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Any visitors on site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Any areas that can't be worked on?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Any equipment rented on site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Attachments





Arturo Pena

I, Arturo Pena, have reviewed and completed this report.

170071 Alum Rock District Office(BUR)

2930 Gay Ave San Jose, CA 95116



Date Tue 05/16/2017

Job # 170071

Prepared By Arturo Pena



Weather

6:00 AM

51°

Mostly Cloudy

Wind: 3 MPH | Precipitation: .0" | Humidity: 82%

12:00 PM

62°

Partly Cloudy

Wind: 5 MPH | Precipitation: .0" | Humidity: 63%

4:00 PM

64°

Partly Cloudy

Wind: 8 MPH | Precipitation: .0" | Humidity: 64%

Work Logs

Name	Description	Quantity	Hours	Hours To Date
	T7170685 the installed 25'ft gutter the new Astra for 21'ft x6' and base the cold proses ply.	1	8.5	0.0
Western roofng service	I installed flashing membrane 75'ft and 75 'ft gutter. and 100'ft edge metal to installed 10" striping the (4) squares base to nailer and one ply cold proses	4	8.0	739.0
Total		5	40.5	827.5

Notes, Issues, Concerns

No entry

Site Safety Observations

No entry

Quality Control Observations

No entry

Survey

Questions	N/A	No	Yes	Description
1. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any schedule delays occur?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Any visitors on site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Any areas that can't be worked on?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Any equipment rented on site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Attachments



Arno Pen

I, Arturo Pena, have reviewed and completed this report.

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees:

Date: July 31, 2017

To the Superintendent of Schools

Subject: **Award of Contract to Inspectacon Corporation
New Multi-Purpose Building at Fischer Middle School Site**

Staff Analysis: As part of Measure J Bond projects, the Board of Trustees approved the construction of a new multi-purpose building located at the Fischer Middle School site. Division of the State Architect (DSA) inspection services are required for site observation, record keeping and filing per DSA code requirements.

Del Terra reached out to inspection service firms which have the experience, knowledge, and have performed this type of work for school districts and met DSA requirements.

The following proposals were received:

<u>Consultant Name</u>	<u>Proposed Amount</u>
Inspectacon Corporation	\$275,200.00
Irick Inspections, Inc.	\$328,250.00

The lowest responsive/responsible proposal submitted is from Inspectacon Corporation.

Recommendation: Staff and Del Terra recommends the Board of Trustees: 1) Award the contract to the lowest responsible proposal Inspectacon Corporation for the new multi-purpose building at Fischer Middle School; 2) Award the contract in the amount of \$275,200.00 to Inspectacon Corporation.

Submitted by: Louie Moran

Title: Director of Facilities, Bonds and Leases

Approved by: Kolvira Chheng

Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: August 10, 2017

Recommended Approval

Regular Board Meeting

11.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



13181 Crossroads Pkwy North, Ste 540
City of Industry, CA

Phone: 626.839.9300
Fax: 626.839.9307

201 Spear Street, Suite 1100
San Francisco, CA 94105

Phone: 415.230.5352
Fax: 415.230.5301

Louie Moran
Director of Facilities, Bonds and Leases
Alum Rock Union Elementary School District
2930 Gay Ave.
San Jose, CA 95127

June 19, 2017

DSA PROJECT INSPECTOR PROPOSAL FOR NEW FISCHER MULTI-PURPOSE BUILDING

Reference: Proposals for DSA Project Inspector for the New Fischer Multi-Purpose Building

Dear Mr. Moran:

We have reviewed and evaluated the proposals for DSA Project Inspectors. The Scope of Work shall include, but not limited to site observation and project material/ product inspections per DSA approved contract documents, plans, specifications, and submittals, coordination with special laboratory inspections, coordination with soil compaction testing and soil analysis requirements, field note record documentation, DSA required administration, data entry, record keeping and filing, including the final verified reports per DSA Code Requirements.

Del Terra reached out to four DSA Project Inspection Firms. As previously and publicly communicated, the construction industry is currently a volatile market and it directly impacts Public Works Projects and the project inspections. Two of the Inspection Firms stated that they are too busy to issue any new proposals. Out of the four firms solicited, two firms issued proposals, as listed below.

Inspection Company Name	Fischer New MP Bldg.			TOTAL
Inspectacon Corporation	\$275,200			\$275,200
Irick Inspections, Inc.	\$328,250			\$328,250

The lowest responsible and responsive proposal submitted is from Inspectacon Corporation. Their TOTAL fee is based upon a Sixteen (16) Month Construction Schedule.

Our evaluation of the experience and reputation of the above mentioned Inspection Firm indicates that they are capable of completing the work required for DSA project inspections and DSA Code Requirements. Therefore, we recommend the acceptance of Inspectacon Corporation, and their proposal. We have attached a copy of the proposals. Please review them and let us know if there are any questions.

Sincerely,

Joe Stam
Program Manager

12.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

August 3, 2017

**Subject: RENEWAL CONTRACT FOR CONTINUED REPRESENTATION
OF LEGAL SERVICES WITH LAW OFFICE OF REHON &
ROBERTS, A PROFESSIONAL CORPORATION**

The Board will discuss and may take action to approve the renewal of the Contract Agreement for Legal Services with Law Office of Rehon & Roberts, A Professional Corporation for the term of July 1, 2017 through June 30, 2018.

DISCUSSION/ACTION

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: August 10, 2017
Regular Board Meeting

DISCUSSION/ACTION

12.01
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



Attorneys at Law
830 The Alameda
San José, California 95126
t 408 494 0900 f 408 494 0909
www.rehonroberts.com

direct 408-387-5239
rruiz@rehonroberts.com

August 3, 2017

VIA EMAIL

Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127
ATTN: Hilaria Bauer, Ph.D., Superintendent
hilaria.bauer@arUSD.org

Re: Continued Representation of Alum Rock Union Elementary School District

Dear Superintendent Bauer:

This letter sets forth the agreement between Rehon & Roberts (the "Firm") and the Alum Rock Union Elementary School District (the "Client") relating to the Firm's continued representation of the Client.

1. Scope and Terms of Representation. The Client hereby confirms its continued engagement of the Firm to represent the Client. I will continue as the attorney at the Firm primarily responsible for this matter. The Firm is representing the Client only and shall not be deemed to represent any of the Client's officials, employees, or agents. In its capacity as Counsel for the Client, the Firm will represent the Client in all matters forwarded by the Client to the Firm and accepted by the Firm for handling. In such matters, the Firm will provide all legal services reasonably required to represent the Client's best interests, including without limitation advising the Client when the Firm determines that, due to the nature of the matter or otherwise, all or a portion of the matter should be handled by separate counsel, approved, retained, and paid directly by Client, and overseen by the Firm.
2. Client Responsibilities. The Client agrees to be truthful and cooperative with the Firm, and also agrees to keep the Firm informed of any information or developments which are material to the Firm's representation of the Client. The Client also agrees to abide by the terms of this agreement, to pay the Firm's invoices on time, and to keep the Firm advised of the Client's address, telephone number and whereabouts. The Client will assist the Firm in providing all information the Firm requests and will appear, if necessary, at any legal proceedings.



Alum Rock Union Elementary School District
August 3, 2017
Page 2

3. Notice Regarding Duty to Preserve Evidence (Including Electronically Stored Information)/Litigation Hold. Please be advised that, depending upon the nature of the matter of which this Firm is representing you, the applicable law, and other factors, you may have the obligation to preserve evidence. Pending any further advice that may apply to the specifics of the matter on which this Firm has been retained, please be advised of the following:

Once a party reasonably anticipates litigation, it must suspend its routine document retention/destruction policy and put in place a "litigation hold" to ensure the preservation of relevant documents. A party has a duty to preserve relevant information when that party should have known that the evidence may be relevant to future litigation. This duty also extends to the period before litigation when a party reasonably should know that the evidence may be relevant to anticipated litigation. The preservation duty includes issues of compliance, monitoring, enforcement, supervision, review, modification, and (eventual) suspension of the litigation hold (and/or, if applicable, the preservation order). This duty does not attach only to the party and its employees, officers, partners, and directors, but also to certain other related entities and personnel, including, potentially, agents, contractors, attorneys, accountants, auditors, affiliates, divisions, subdivisions, parents, and subsidiaries.

The preservation duty extends beyond tangible evidence and includes electronically stored information ("ESI") such as emails; word documents; scanned documents; text messages; and other forms and types of information held, stored, and/or maintained electronically; including without limitation its "metadata" (that is, data about data) which (regardless of whether or not hidden from the normal creators, viewers, or recipients) provides information regarding ESI including without limitation the identity of blind-carbon recipients of emails, the date and/or author of documents, the number of document versions, and hidden messages or formulas, redline/blackline document comparisons; and including without limitation "hash values" which indicate any changes to or deletion of metadata. ESI should be preserved in its "native" format, that is, with its associated file structure defined by the application used to create the document (for example, an email message as created and decoded by the appropriate email application such as Outlook or Google, or a word-processing document created and decoded by Microsoft Word).

4. Attorneys and Staff. I will be the attorney at the Firm primarily responsible for this matter. Where it is to your advantage to do so, I may also utilize the services of other lawyers or paralegals within the Firm, attempting, of course, to assign work in such a way as to maximize the effectiveness of our services while minimizing your legal expenses. The Client authorizes the Firm to consult with lawyers outside of the Firm to assist with your matter as we deem advisable, with prior notice and approval by you. If other lawyers or law firms work on your matters, their fees and charges will be passed through to you without markup. If the work of other lawyers is substantial, you will be asked to hire them directly.

Alum Rock Union Elementary School District
August 3, 2017
Page 3

5. Fees for Service. The Firm's legal services are generally charged on an hourly basis. Each lawyer and legal assistant is assigned an hourly rate and records his or her time for each client and matter in six-minute (or 0.10 of an hour) increments. The minimum time billed is six minutes (0.10 of an hour). Except as otherwise set forth in the next paragraph, the Firm will charge the Client at the discounted rate of \$225.00 per hour for all attorney services and at the rate of \$125.00 per hour for any law clerk or paralegal. The foregoing discounted rates will not apply to specialty matters including, for example, eminent domain, inverse condemnation, and construction defect and construction litigation. The rates for such services will be at \$250.00 per hour. The Firm reviews its billing rates from time to time and may, with advance notice to Client, make such changes as it considers necessary or appropriate including without limitation increasing the hourly fees; such adjustments will be reflected on the Client's monthly bill. Any estimates the Firm provides of anticipated fees, whether for budgeting purposes or otherwise, are necessarily only estimates, due to uncertainties involved, and are not maximum quotations. Actual fees will be determined as described above.

6. Out-of-Pocket Costs and Disbursements. The Firm does not charge for routine in-house costs such as word processing, staff overtime, internal copying, facsimile transmissions, telephone, or U.S. mail. The Firm may incur expenses, such as arbitration and mediation fees, fees for filing and recordation, computer research, third-party copy costs, court reporter, courier, overnight delivery, process server fees, transportation costs including parking, mileage at the IRS allowable reimbursement rate for travel in excess of 30 miles each way, transit or other travel-related costs, and other third-party costs. Client will also be charged the hourly rates for legal personnel's time spent traveling. If out-of-town travel is necessary, Client will be notified and agrees to pay transportation, lodging, and all other costs of out-of-town travel by the Firm's legal personnel. The Firm will reflect such charges on the Client's regular monthly invoice at the Firm's cost without markup.

Should the Firm's representation involve incurring other out-of-pocket expenditures, such as airfare and hotel accommodations, expert witness charges, consultant's fees, or other professionals necessary to aid in the Firm's representation etc., the Firm may require that the Client provide those sums to the Firm in advance or pay the supplier directly.

The Firm makes every effort to include out-of-pocket costs and disbursements in the invoice for the month in which the disbursements are incurred. However, some of these costs are not available to the Firm until the following months, in which case the charge will appear either in the following month's invoice or in a supplemental invoice.

Alum Rock Union Elementary School District
August 3, 2017
Page 4

7. Monthly Invoices. It is the Firm's practice to send invoices on a monthly basis for services and disbursements during the previous month. The detail in the invoice will inform the Client of the nature and progress of work and of the fees and disbursements incurred on its behalf.

All invoices are due and payable upon receipt, but in any event no later than the last day of the month following the date of the invoice (the "Due Date"). If the Client fails to pay the invoice in full on or before the Due Date, the Firm will charge interest at the rate of 1.5% per month from the Due Date until the date when payment is made.

If the Client does not meet its obligation of timely payment, the Firm has the right to withdraw from our representation on that basis alone, subject to any required judicial approvals.

If the Client has any questions regarding an invoice, the Client must raise such a question promptly. If it objects to only part of an invoice, it must pay the remainder. Such payment will not constitute a waiver of any question or objection the Client may have regarding the disputed portion of the invoice; however, the Firm's acceptance of such partial payment will also not constitute a waiver of the Firm's right to full payment or right to cease representing the Client. The Client's failure to make full and timely payment of all invoices shall be sufficient basis for the Firm to cease representation and, subject to any required judicial approvals, withdraw from representing the Client in any pending litigation or matter.

8. Ongoing Representation. In the event that we represent the Client in other matters in the future, the terms and conditions set forth in this letter will apply to those other matters.

9. Outcomes. The Firm has not made and shall not be understood to have made or to make in the future any promises or guaranties to the Client or any of its officials, employees, or agents regarding the outcome of litigation, negotiations, or any other matter or task handled or to be handled by the Firm.



Alum Rock Union Elementary School District
August 3, 2017
Page 5

10. Termination of Services. The Client has the right to terminate the Firm's representation at any time upon written notice. The Firm has the right to cease providing legal services upon the Client's consent or for good cause. Good cause includes the Client's breach of this agreement, the Client's refusal to cooperate with the Firm, the Client's failure to follow the Firm's advice on any material matter, the Client's failure to cooperate with any reasonable request by the Firm, the Client's failure to pay any invoice in full and in accordance with the terms set forth above, any breakdown in the attorney-client relationship, any circumstance set forth in this letter as a basis for termination, or any circumstance which the Firm determines would make its continued representation of the Client unlawful, unethical, or impractical. In addition, for good cause and subject to any required judicial approvals, the Firm has the right to withdraw from representing the Client in any pending litigation.

Upon cessation of the Firm's representation of the Client for any reason, all unpaid fees and costs for the Firm's legal services shall be paid immediately. If, upon such cessation, the Client does not request the return of its file, the Firm will take reasonable steps to retain the file for a period of four years, after which time it may have the file destroyed. The work product produced in the course of the Firm's representation is and will remain the Firm's property.

11. Document Retention and Destruction. Files in the Firm's possession relating to legal services performed by the Firm, excluding the Firm's internal work product such as notes and research or other documents not reasonably necessary to Client's representation, belong to Client. A copy of Client's file shall be available to Client upon specific written request. Once the Firm's representation is concluded, any original documents will be returned to Client. The Firm will typically scan and retain Client's files for a period of four years after the matter is concluded, after which the Firm may destroy them. By signing this agreement, Client consents to the destruction of Client's files in accordance with this policy. If Client wants to retain a copy of the files, or inspect Client's files before making a decision as to whether to have them transferred to Client or destroyed, Client must make a written request before the destruction deadline and Client will be responsible for any fees charged by our offsite storage facility to inspect or retrieve files returned to Client. The destruction of files without a Client request for inspection or transfer will be at the Firm's expense.

12. Insurance. Rehon & Roberts maintains errors and omissions insurance coverage applicable to the services we will be rendering in this matter.

13. Entire Agreement. This letter contains our entire agreement concerning our representation and replaces and supersedes any prior statements or agreements. Any modifications or additions to this agreement must be set forth in a written agreement signed by the Firm and the Client to be enforceable.



A Professional Corporation

Alum Rock Union Elementary School District
August 3, 2017
Page 6

14. California Law, Forum Selection, Jurisdiction and Venue. This agreement is governed by California law, and is being entered into and is to be performed in the County of Santa Clara, State of California. As such, any proceeding, whether litigation or arbitration, relating in any way to our representation or this agreement shall be brought only in the County of Santa Clara, State of California.

15. Severability. If any term of this agreement is determined to be invalid or ineffective for any reason, the remaining terms will remain in force and effect.

By signing this letter, you are affirming on behalf of the Client that, before signing this letter, you either consulted with counsel regarding the wisdom of agreeing to the foregoing terms or had the opportunity to do so, and that you are voluntarily signing this letter and understand and agree to its terms.

We look forward to representing the Client and thank you for looking to us for assistance. If you have any questions concerning the contents of this letter or any matter relating to the Firm's legal representation, please do not hesitate to call me directly.

Very truly yours,

REHON & ROBERTS
A Professional Corporation

A handwritten signature in black ink, appearing to read "Rogelio M. Ruiz", written over a horizontal line.

Rogelio M. Ruiz

THE FOREGOING IS AGREED TO:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By:
Its:

12.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

August 3, 2017

**Subject: RENEWAL CONTRACT FOR CONTINUED REPRESENTATION
OF LEGAL SERVICES WITH LAW OFFICE OF E. LUIS
SAENZ**

The Board will discuss and may take action to approve the renewal of
the Contract Agreement for Legal Services with Law Office of E. Luis
Saenz for term of July 1, 2017 through June 30, 2018.

DISCUSSION/ACTION

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: August 10, 2017
Regular Board Meeting

DISCUSSION/ACTION

12.02
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

August 2, 2017

DIRECT: (408) 828-6633
E-MAIL: eluissaez@outlook.com

Board of Trustees

Hilaria Bauer, Ph.D.
Superintendent
Alum Rock Union Elementary School District
2930 Gray Ave.
San Jose, CA 95127

Re: Agreement for Legal Services by Law Offices of E. Luis Saenz

Dear Board Members and Dr. Bauer:

The following are the terms of the Agreement for Legal Services between the Alum Rock Union Elementary School District ("Client") and the Law Offices of E. Luis Saenz ("Firm").

1. Scope and Terms of Representation. The Client engages the Firm to represent the Client as Chief Legal Counsel/Outside General Counsel for the Client. The Firm is representing the Client only and shall not be deemed to represent any of the Client's officials, employees, or agents. In its capacity as Counsel for the Client, the Firm will represent the Client in all matters forwarded by the Client to the Firm and accepted by the Firm for handling. In such matters, the Firm will provide all legal services reasonably required to represent the Client's best interests, including without limitation advising the Client when the Firm determines that, due to the nature of the matter or otherwise, all or a portion of the matter should be handled by separate counsel, approved, retained, and paid directly by Client, and overseen by the Firm.

2. Client's Responsibilities. As to each matter, the Client agrees to provide the Firm with reasonable guidance regarding the appropriate client contact. The Client further agrees to be truthful and cooperative with the Firm, to keep the Firm informed of any information or developments that are material to the Firm's representation of the Client, to abide by the terms of this agreement, to make timely payment of the Firm's invoices, to keep the Firm advised of the Client's address and telephone number, to assist the Firm

in providing all information the Firm requests, and to appear as requested or otherwise required at any legal proceedings.

3. Expertise of Attorneys and Staff. I will be the attorney at the Firm primarily responsible for this matter. Where it is to the Client's advantage to do so, I may also utilize the services of other lawyers or paralegals within the Firm, attempting, of course, to assign work in such a way as to maximize the effectiveness of our services while minimizing the Client's legal expenses. The Client authorizes the Firm to consult with lawyers outside of the Firm to assist with its matter as I deem advisable. If other lawyers work on the Client's matter, their fees and charges will be passed through to the Client without markup. If the work of other lawyers is substantial, the Client may be asked to hire them directly.

4. Fees for Service. The Firm's legal services are generally charged on an hourly basis. Each lawyer and legal assistant is assigned an hourly rate and records his or her time for each client and matter in six minutes (or 0.10 of an hour) increments. Except as otherwise set forth in the next paragraph, the Firm will charge the Client at the following discounted rates: the rate of \$260.00 per hour for any attorney with seven or more years of experience; the rate of \$225.00 per hour for any attorney with less years of experience; the rate of \$160.00 per hour for any law clerk or paralegal.

The foregoing discounted rates will not apply to specialty matters including, for example, eminent domain, inverse condemnation, and construction defect/construction litigation. The rates for such services will be at \$295.00 per hour for attorneys with seven or more years experience in that practice area. The Firm reviews its billing rates from time to time and may make such changes as it considers necessary or appropriate including without limitation increasing the hourly fees; such adjustments will be reflected on the Client's monthly bill.

Any estimates the Firm provides of anticipated fees, whether for budgeting purposes or otherwise, are necessarily only estimates, due to uncertainties involved, and are not maximum quotations. Actual fees will be determined as described above.

Dr. Hilaria Bauer

August 2, 2017

Page 3

5. Out-of-Pocket Costs and Disbursements. The Client hereby authorizes the Firm to, on behalf of the Client, incur all reasonable costs and hire any consultant, expert, title company, or other service which, in the Firm's judgment, is reasonably necessary to accomplish the tasks for which the Firm has been retained. We reserve the right to advance payment on these costs, in which case the Client agrees to promptly reimburse the Firm, or to request the service provider or vendor, if any, to bill the Client directly, in which case the Client agrees to promptly pay such service provider or vendor. The costs may include, but are not limited to, filing and/or recordation fees; arbitration and/or mediation fees; court reporter fees and costs; process server fees; messenger, overnight mail, or other delivery charges; postage; third-party photocopying or facsimile charges; parking fees for court appearances and off-site meetings; mileage costs at the Internal Revenue Service rate (currently 53.5 cents per mile) for travel in excess of 30 miles each way; travel expenses (including but not limited to air travel at the least expensive reasonably available rate, lodging, meals, and ground transportation); charges for outside assisted (including computer) research; investigation expenses; and expert, consultant, or title fees and charges. The Firm will reflect such charges on the Client's regular monthly invoice. The Firm makes every effort to include out-of-pocket costs and disbursements in the invoice for the month in which the disbursements are incurred. However, some of these costs are not available to the Firm until the following months, in which case the charge will appear either in the following month's invoice or in a supplemental invoice.

6. Monthly Invoices. It is the Firm's practice to send invoices on a monthly basis for services and disbursements during the previous month. The detail in the invoice will inform the Client of the nature and progress of work and of the fees and disbursements incurred on its behalf.

All invoices are due and payable upon receipt, but in any event no later than thirty (30) days after receipt of the invoice (the "Due Date"). If the Client fails to pay three consecutive monthly invoices in full on or before their respective Due Date, the Firm may charge interest at the rate of 1% per month from the Due Date until the date when payment is made for each such invoice.

If the Client does not meet its obligation of timely payment, the Firm has the right to withdraw from our representation on that basis alone, subject to any required judicial approvals.

If the Client has any questions regarding an invoice, the Client must raise such a question promptly. If it objects to only part of an invoice, it must pay the remainder. Such payment will not constitute a waiver of any question or objection the Client may have regarding the disputed portion of the invoice; however, the Firm's acceptance of such partial payment will also not constitute a waiver of the Firm's right to full payment or right to cease representing the Client. The Client's failure to make full and timely payment of all invoices shall be sufficient basis for the Firm to cease representation and, subject to any required judicial approvals, withdraw from representing the Client in any pending litigation or matter.

7. Ongoing Representation. In the event that we represent the Client in other matters in the future, the terms and conditions set forth in this letter will apply to those other matters.

8. Outcomes. The Firm has not made and shall not be understood to have made or to make in the future any promises or guaranties to the Client or any of its officials, employees, or agents regarding the outcome of litigation, negotiations, or any other matter or task handled or to be handled by the Firm.

9. Termination of Services. The Client has the right to terminate the Firm's representation at any time upon written notice. The Firm has the right to cease providing legal services upon the Client's consent or for good cause. Good cause includes the Client's breach of this agreement, the Client's refusal to cooperate with the Firm, the Client's failure to follow the Firm's advice on any material matter, the Client's failure to cooperate with any reasonable request by the Firm, the Client's failure to pay any invoice in full and in accordance with the terms set forth above, any breakdown in the attorney-client relationship, any circumstance set forth in this letter as a basis for termination, or any circumstance which the Firm determines would make its continued representation of the Client unlawful, unethical, or impractical. In addition, for good cause and subject to

any required judicial approvals, the Firm has the right to withdraw from representing the Client in any pending litigation.

Upon cessation of the Firm's representation of the Client for any reason, all unpaid fees and costs for the Firm's legal services shall be paid immediately. If, upon such cessation, the Client does not request the return of the file, the Firm will take reasonable steps to retain the file for a period of four years, after which time it may have the file destroyed. The work product produced in the course of the Firm's representation is and will remain the Firm's property.

10. Insurance. The Law Offices of E. Luis Saenz maintains errors and omissions insurance coverage applicable to the services the Firm will be rendering in this representation.

11. Entire Agreement. This letter contains our entire agreement concerning our representation and replaces and supersedes any prior statements or agreements. Any modifications or additions to this agreement must be set forth in a written agreement signed by the Firm and the Client to be enforceable.

12. California Law, Forum Selection, Jurisdiction and Venue. This agreement is governed by California law, and is being entered into and is to be performed in the County of Santa Clara, State of California. As such, any proceeding, whether litigation or arbitration, relating in any way to our representation or this agreement shall be brought only in the County of Santa Clara, State of California.

13. Severability. If any term of this agreement is determined to be invalid or ineffective for any reason, the remaining terms will remain in force and effect. If, on behalf of the Client, you agree with the foregoing, please sign this letter in the space provided and return it to our office. The Firm will have no obligation to provide legal services, until you return a signed copy of this agreement. However, the Client's acceptance of any legal services by the Firm after receipt of this letter will constitute the Client's agreement with the foregoing, unless we mutually agree otherwise.

Dr. Hilaria Bauer
August 2, 2017
Page 6

14. Acknowledgment. An acknowledgment by you that this Firm's representation of you in any prior or pending matter is complete and that the Firm did not, by reason of such representation, obtain confidential information material to the matter on which the Firm is now representing the Client.

By signing this letter, you are affirming on behalf of the Client that, before signing this letter, you either consulted with counsel regarding the wisdom of agreeing to the foregoing terms or had the opportunity to do so, and that you are voluntarily signing this letter and understand and agree to its terms.

We look forward to representing the Client and thank you for looking to us for assistance. If you have any questions concerning the contents of this letter or any matter relating to the Firm's legal representation, please do not hesitate to call me directly.

Very truly yours,

The Law Offices of E. Luis Saenz

E. Luis Saenz, Attorney at Law

THE FOREGOING IS AGREED TO:

Alum Rock Union Elementary School District

By: Dr. Hilaria Bauer, Superintendent

Dated: _____

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

August 4, 2017

Subject: TERMINATION OF E. LUIS SAENZ CONTRACT

The Board will discuss the possible termination of the contract for Legal Services with the Law Office of E. Luis Saenz.

This agenda item was submitted by President Khanh Tran.

Discussion/Action

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: August 10, 2017
 Regular Board Meeting

Discussion/Action

12.03
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

12.04

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

August 4, 2017

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

Terminate the contract between Alum Rock Union Elementary School
District and Del Terra Real Estate Services, Inc., dba Del Terra Group.

This agenda item was submitted by Vice-President Andres Quintero.

Discussion/Action

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: August 10, 2017
Regular Board Meeting

Discussion/Action

12.04
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

12.05

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

July 7, 2017

Subject:

CONSTRUCTION MANAGEMENT AGREEMENT FOR MEASURE J

Terminate the contract between Alum Rock Union Elementary School District (ARUSD) and Del Terra Real Estate Services, Inc., dba Del Terra Group for Construction Management .

This agenda item was submitted by Vice-President Andres Quintero.

Discussion/Action

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting: July 13, 2017
Regular Board Meeting

Discussion/Action

12.05
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

12.06

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

August 4, 2017

Subject: PROGRAM MANAGEMENT AGREEMENT FOR MEASURE J

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

This agenda item was submitted by Vice-President Andres Quintero.

Discussion/Action

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting: August 10, 2017
Regular Board Meeting

Discussion/Action

12.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

12.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

August 4, 2017

**Subject: 2017-18 CSBA MEMBERSHIP DUES, PERIOD
FROM JULY 1, 2017 THRU JUNE 30, 2018**

Membership Dues for the period from July 1, 2017 thru
June 30, 2018, in the amount of \$13,071.

ACTION

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

To the Board of Trustees: Meeting: August 10, 2017
Regular Board Meeting

Recommend Approval

12.07
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



California School Boards Association

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

Invoice Number **Invoice Date** **PO #**
INV-32084-K0R6P6 5/2/2017

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

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

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2017 - 06/30/2018)	\$13,071.00	1.00	\$13,071.00	
ELA	ELA Membership (07/01/2017 - 06/30/2018)	\$3,268.00	1.00	\$3,268.00	

Total Invoice: \$16,339.00

Total Paid: \$0.00

Balance Due: \$16,339.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100797	INV-32084-K0R6P6	05/02/2017		\$16,339.00

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

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

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

12.08

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

August 4, 2017

Subject:

**REPRIORITIZATION OF ALUM ROCK UNION ELEMENTARY
SCHOOL DISTRICT'S BOND PROJECTS**

The ARUSD Governing Board will direct the Bond, Facilities, and Finance Committee to develop a well thought-out priority framework for the prioritization of Bond Projects. The list of projects shall take into account the Bond language, input from students, staff, and parents. The framework and list of projects shall then be submitted to the ARUSD Governing Board for consideration and adoption. The agenda item was submitted by Vice-President Andres Quintero.

Discussion

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

To the Board of Trustees:

Meeting: August 10, 2017
Regular Board Meeting

Discussion

12.08
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

12.09

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

August 4, 2017

Subject: RECONSTITUTE THE BOND, FACILITIES, AND FINANCE COMMITTEE

The Bond, Facilities, and Finance Committee shall be reconstituted and will include a cross section that is representative of the people who reside within the ARUSD District Boundary lines. Meetings of said committee will be held at a time that allows for more public participation. The Bond, Facilities, and Finance Committee shall use the ARUSD Governing Board Meeting times as an indicator of what time of the day allows for more public participation. This agenda item was submitted by Vice-President Andres Quintero.

Discussion

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

To the Board of Trustees:

Meeting: August 10, 2017
Regular Board Meeting

Discussion

12.09
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

12.10

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

August 7, 2017

Subject: REPORT FROM THE MOT DEPARTMENT

A report from the MOT Department regarding the process and status of completed and pending work orders for 2016-17 school year.

This agenda item was submitted by Trustee Karen Martinez.

INFORMATION/DISCUSSION

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting: August 10, 2017
Regular Board Meeting

INFORMATION/DISCUSSION

12.10
Agenda Placement

H. Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

12.11

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

August 4, 2017

Subject: BOARD CREATED STANDING COMMITTEES

The Board will report on Board Created Standing Committees:

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

Information/Discussion

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting: August 10, 2017
Regular Board Meeting

Information/Discussion

12.11
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

13.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees:

August 2, 2017

Subject: APPROVAL OF BOARD MEETING MINUTES

- June 8, 2017, Regular Board Meeting

Recommend Approval

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

To the Board of Trustees:

Meeting: August 10, 2017
Regular Board Meeting

Recommend Approval

13.01
Agenda Placement


Hilaria Bauer Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

DRAFT 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, June 8, 2017, 5:30 p.m. at the Alum Rock Union School
District Office Board Room, 2930 Gay Avenue, San Jose, CA 95127
Meeting #16-16/17

1. OPEN SESSION

1.01 Call to Order / Roll Call

President Khanh Tran welcomed everyone in the audience. President Khanh Tran called the Board Meeting to order at 5:32 p.m. followed by Roll Call.

Board Members Present:

Khanh Tran	President
Andrés Quintero	Vice-President (<i>arrived late at 5:33 p.m.</i>)
Dolores Marquez-Frausto	Clerk
Esau Ruiz Herrera	Member
Karen Martinez	Member (<i>arrived late at 6:00 p.m.</i>)

Administrative and Support Staff Members Present:

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

Administrative Staff Member Absent

Dr. Marco Baeza	Assistant Superintendent, Human Resources
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1. OPEN SESSION (*continued*)

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

Public Comments:

- 1) Alison Cingolani – Russo/McEntee parent and SPARC representative that spoke in support of the Superintendents contract
- 2) Camille Llanes Fontanilla – Parent representative and Director of Somos Mayfair that spoke in support and appreciation of Superintendent Hilaria Bauer and her leadership. She urged the Board to promptly renew her contract
- 3) Andrés Quintero – Trustee that spoke on behalf of Mr. Ray Mueller, COC Chair. Vice-President read a letter that basically was in support of the leadership of Superintendent Hilaria Bauer who has shown commitment and support with consistency and the tone of conversation has improved since her arrival. In addition, the Business Office has improved since the appointment of Assistant Superintendent Kolvira Chheng

2. SPECIAL RECOGNITIONS

Superintendent Hilaria Bauer asked to move *Agenda Items 10.02 Resolution No. 55-16/17 Recognition of Classified Retirees and 10.03 Resolution No. 56-16/17 Recognition of Certificated Retirees* to follow after *Agenda Item 2.02 Special Recognition for the ARUSD Classified and Certificated Retirees* since they go together. There was consensus from the Board to accept this request.

2.01 Special Recognition for Ms. Rebecca Balster, Ocala STEAM Academy, Teacher of the Year

Ms. Rebecca Balster was recognized by the Board and Superintendent Bauer. Ms. Rebecca Balster will also be recognized as the Alum Rock Teacher of the Year at the County Office of Education's Annual Teacher Recognition Celebration. Congratulations!

10.02 Resolution No. 55-16/17, Recognition of Classified Retirees

Assistant Superintendent Kolvira Chheng read the Resolution of the Classified Retirees. The following individuals were recognized by the Board and Superintendent Hilaria Bauer:

Susan Casillas Health Assistant	Cathie Cisneros School Administrative Assistant
Thin Van Dinh Bus Driver	Sharon Fontaine Accountant

2. SPECIAL RECOGNITIONS *(continued)*

10.02 Resolution No. 55-16/17, Recognition of Classified Retirees

Doris Lynette Leplat Para Educator I, Special Education I	Otilia Nuno Para Educator I, Special Education II
Nila Penaflor Payroll Manager	Danene Rillamas Library & Learning Center Assistant
Silvia Rubio Child Nutrition Assistant II	Joann Sargent Para Educator I, Special Education II
Jesus Mercado Secado Custodian	Jorge Vazquez Custodian

The Board and Superintendent Bauer came to the front to recognize the retirees.

MOTION #16-01 by Member Esau Ruiz Herrera to accept and approve Resolution No. 55-16/17 as presented. MOTION #16-01 was seconded by Clerk Dolores Marquez-Frausto.

MOTION #16-01 carried with a vote of 4 in favor; 1 absent (Member Karen Martinez); no opposition; and no abstention.

10.03 Resolution No. 56-16/17, Recognition of Certificated Retirees

Assistant Superintendent Rene Sanchez read the Resolution of the Certificated Retirees. The following individuals were recognized by the Board and Superintendent Hilaria Bauer:

Denise Alderson, Teacher	Susan Avinger, Teacher
Darlene Coachman, Teacher	Kathleen Conway, Teacher
Maria Christina, Teacher	Leticia Gutierrez, Teacher
Anita LeGrande, Teacher	Sandra Levoe, Teacher
Sofia Lopez, Teacher	Macaela McClure, Resource Teacher
Laura Nilson, Teacher	Darrel Parham-Watson, Teacher
Willie Pierson, Teacher	Evelia Rojas-Gonzales, Teacher
Maria Salas, Teacher	Teresa Walden, Teacher

The Board and Superintendent Bauer came to the front to recognize the retirees.

MOTION #16-02 by Clerk Dolores Marquez-Frausto to accept and approve Resolution No. 56-16/17 as presented. MOTION #16-02 was seconded by Vice-President Andrés Quintero.

MOTION #16-02 carried with a vote of 4 in favor; 1 absent (Member Karen Martinez); no opposition; and no abstention.

2. SPECIAL RECOGNITIONS *(continued)*

2.03 Student Recognition for the Elementary Spelling Bee Champion of 2017, Venezia Mejia, 5th grader, San Antonio School

Assistant Superintendent Rene Sanchez reported that the Elementary Spelling Bee was held on May 24, 2017. Alum Rock Union Elementary School District wished to recognize and congratulate the Elementary Spelling Bee Champion of 2017, Venezia Mejia, 5th grader at San Antonio School. Congratulations!

Vice-President Andrés Quintero asked if ***Agenda Item 7.02 Public Hearing for the Local Control and Accountability Plan (LCAP)*** could be moved up before Closed Session due to the amount of speakers with students. Clerk Dolores Marquez-Frausto asked that this agenda item be moved after Closed Session and not before.

At this time, President Khanh Tran led the pledge of allegiance.

Member Karen Martinez arrived at 6:07 p.m.

President Khanh Tran announced that ***Agenda Items 7.02 Public Hearing Local Control and Accountability Plan (LCAP) and 7.03 Public Hearing Proposed 2017-18 Budget Adoption*** would be moved up before Closed Session.

President Khanh Tran announced a short break starting at 6:09 p.m. The Board reconvened back at 6:13 p.m.

7. PUBLIC HEARING

7.02 Public Hearing Local Control and Accountability Plan (LCAP)

President Khanh Tran opened the Public Hearing at 6:46 p.m.

Public Comments:

- 1) Flor DeLeon – President of the District Advisory Committee and LUCHA parent that spoke on behalf of the existing problems with air conditioning and no water fountains available at some of the sites. She asked the Board to stop the building of the multipurpose centers and prioritize these problems first. This was the reason why the community passed the two measures – to fix these problems and provide the best for our students. Hire more custodians!
- 2) Diltza Gonzales – Parent and Empuje Community Member that spoke about the good and positive things happening under the leadership of Superintendent Bauer. She has provided more after school programs, extended programs, and programs for newcomers and the English Learners.

7. PUBLIC HEARING *(continued)*

7.02 Public Hearing Local Control and Accountability Plan (LCAP)

- 3) Jaime Perez – Russo/McEntee parent and Somos Mayfair employee that asked where the LCAP monies were going to and how much? Some of the students complain that some of the restrooms do not even have toilet paper or soap.
- 4) Claudia Analivia – Empuje member and Arbuckle and Mathson parent that spoke about working together so that we can have school improvements and find a resolution to the problems with the climate in the classrooms.
- 5) Imelda Bautista – Arbuckle parent that spoke about the air conditioning problems still the same as they were 15 years ago when Rene Sanchez was the principal- nothing has changed! Spoke about adding more Math and Reading programs.
- 6) Maria Martinez - Mathson and San Antonio parent that spoke about the good leadership of Superintendent Bauer, always opening her door to the parents. She has also shown transparency and equity.
- 7) Camille Llanes Fontanilla – Somos Mayfair Director that stated that she wants to commend the great strides the District has made and thanked the parents for working hard on the LCAP moving towards authentic and true.
- 8) Elizabeth (no last name given) – Arbuckle parent that spoke about her school not having air conditioning. Her daughter has a migraine problem and during the summer her migraines increase. The bathrooms need remodeling and they smell bad. Also commented that she had attended the NASA Night event in the cafeteria and it was so warm and that is the reason many parent did not stay for the entire presentation.
- 9) Juanita Ramos – Chavez parent that spoke about the new benches that were installed at the site; commented that she was happy because now the Chavez kids had benches and somewhere to sit where before they did not because of the ACE students

President Khanh Tran requested that he would be moving *Agenda Item 13.09 Approve Resolution 59-16/17 Recognizing and Honoring the Flag of the Former Republic of Vietnam and Honoring the Contributions of Vietnamese Americans* up at this point. There was consensus from the Board to accept his request.

13. SUPERINTENDENT / BOARD BUSINESS

13.09 Resolution No. 59-16/17 Recognizing and Honoring the Flag of the Former Republic of Vietnam and Honoring the Contributions of Vietnamese Americans

Member Esau Ruiz Herrera stated that President Khanh Tran is the very first Vietnamese president in our school district. This resolution recognizes the members of our Vietnamese community and models after an East Side Union High School District resolution. Member Esau Ruiz Herrera summarized this resolution.

13. SUPERINTENDENT / BOARD BUSINESS *(continued)*

13.09 Resolution No. 59-16/17 Recognizing and Honoring the Flag of the Former Republic of Vietnam and Honoring the Contributions of Vietnamese Americans

Member Esau Ruiz Herrera introduced Councilmember Tam Nguyen who spoke a few words. Councilmember stated that San Jose has over 20,000 Vietnamese people. He said that he had come here humbly to give “thanks” to the Board and Superintendent Hilaria Bauer for their leadership and for honoring them. He stated “you have the mind, the vision, and you have a beautiful heart”.

Member Esau Ruiz Herrera introduced Mr. Sun Pham, President of the Vietnamese American community who also spoke briefly. Mr. Sun Pham also gave thanks to the Board and to Superintendent Hilaria Bauer for recognizing their freedom.

President Khanh Tran stated that his father was in a concentration camp and his uncle was a Vietnamese Marine. It was important to him as well as his Vietnamese community that we recognize the American allies in Vietnam. This is the country of freedom and opportunity.

Clerk Dolores Marquez-Frausto welcomed both Councilmember Tam Nguyen and President Sun Pham to our community. She stated that she was happy that the Board was taking this resolution for approval.

Member Karen Martinez commented that she had been doing some home visits in our Vietnamese community and felt like we were doing similar work.

Vice-President Andrés Quintero expressed his support for this resolution.

Superintendent Hilaria Bauer thanked Councilmember Tam Nguyen and President Sun Pham for being here with us. She reported that the District was looking forward to opening a dual immersion program in English and Vietnamese in the near future.

MOTION #16-03 by Member Esau Ruiz Herrera to accept and approve Resolution No. 59-16/17 as presented. MOTION #16-03 was seconded by Clerk Dolores Marquez-Frausto and Vice-President Andrés Quintero.

MOTION #16-03 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.

7. PUBLIC HEARING

7.02 Local Control and Accountability Plan (LCAP)

President Khanh Tran opened the Public Hearing at 6:46 p.m.

Mr. Carlos Moran, Director of State & Federal Programs, gave a Power Point presentation and some of the highlights of the presentation were as follows:

Greatest Progress

Community Liaisons and Parent Engagement	Dashboard Data-“all students” results showed an increase of +9.9 points in the area of English Language Arts
Dashboard Data-“all students” results showed an increase of +9.8 points in the area of Mathematics	Dashboard Data-both English Learner students and reclassified English Learners increased their Mathematics results by +7.2 points
Reclassified English Learners increased their Mathematics results by +9.3 points and are just below the targeted level 3 status range	In 2014-15, 493 English Learners were reclassified
In 2015-16, 1,039 English Learners were reclassified	For 2016-17, approximately 450 students will be reclassified (finalizing data is in progress)

Greatest Need

Currently, the California Dashboard is being field tested before full implementation begins in Fall of 2017	English Learners Only students declined their “change” level in English Language Arts by -1.9 points
English Learner Only students declined their “Change” level in Mathematics -1.4 points	Long-Term English Learners (LTELs) who have not been reclassified prior to moving to middle school is a significant area of focus
Students with Disabilities (SWD) maintained their “Change” level in English Language Arts with a +1.9 points improvement	

Performance Gaps: Long-Term English Learners and Limited English Only students have several challenges

Professional Development in English Language Development (Constructing Meaning)	Summer programming for English Learners and classes for Long-Term English Learners
Additional New Comer Centers	Increase of Extended Learning Opportunities for Mathematics Programs

7. PUBLIC HEARING *(continued)*

7.02 Local Control and Accountability Plan (LCAP)

Moving Forward

Socio-emotional learning (i.e., counselors, restorative justice)	Professional Development for teachers and parents (i.e., Parent University)
Community Liaisons-Enhancing their roles to engage parents (i.e., English classes)	Extended Learning Opportunities-Long-Term Learner support, Bridge to Kinder, and Math Programming
Enhance Foster Youth support	Additional support with classroom materials
Alternative LCAP Executive Summary for Parents	LCFF/LCAP parent workshop in the fall

Public Comments: Carlos Moran and Hilaria Bauer.

Board Comments: Andrés Quintero and Khanh Tran.

7.03 Proposed 2017-18 Budget Adoption

President Khanh Tran opened the Public Hearing at 7:05 p.m.

Assistant Superintendent Kolvira Chheng gave a Power Point presentation on the budget.

Public Comment: Kolvira Chheng.

Board Comment: Karen Martinez.

7.01 Disclosure of Major Provisions of the Collective Bargaining Agreement with Teamsters Local 150

President Khanh Tran opened the Public Hearing at 7:26 p.m.

President Khanh Tran requested to move *Agenda Item 14.15 Approval and Ratification of Tentative Agreement between Alum Rock Union Elementary School District and Teamsters Local 150* at this time. The Board was in consensus to accept his request.

14. CONSENT CALENDAR

14.15 Approval and Ratification of Tentative Agreement between Alum Rock Union Elementary School District and Teamsters Local 150, for the Period of July 1, 2017 – June 30, 2020

Mr. Tom Phu and Mr. Buddy Parden, Teamsters' Stewards reported that the negotiations went very smooth this year with a vote of 97-0. Mr. Tom Phu commented that the MOT Department was here to support teachers, staff, students, administrators, and anyone else that may need assistance. He also announced that this meeting would be his last as the Teamsters' Steward.

Clerk Dolores Marquez-Frausto thanked Mr. Tom Phu and the Teamsters team for always demonstrating their support. She also thanked him for his professionalism in working with the negotiations team.

Member Esau Ruiz Herrera thanked Mr. Tom Phu for his support as a steward and for going the extra mile on behalf of the students and families of Alum Rock.

Member Karen Martinez commented that he always had a smile on his face.

Vice-President Andrés Quintero thanked Mr. Tom Phu for all his work, but especially for the work after hours and what he has done on his own time.

MOTION #16-04 by Clerk Dolores Marquez-Frausto to accept and approve the Tentative Agreement Between the Alum Rock Union Elementary School District and Teamsters Local 150, for the period of July 1, 2017 thru June 30, 2020. MOTION #16-04 was seconded by Member Esau Ruiz Herrera and Vice-President Andrés Quintero.

MOTION #16-04 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.

1. OPEN SESSION *(continued)*

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

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

1.03 The Board Will Adjourn in Closed Session at Approximately 7:45 p.m.

The Board recessed to Closed Session at 7:33 p.m. President Khanh Tran announced that the Board would reconvene to Open Session at approximately 9:30 p.m.

4. RECONVENE TO OPEN SESSION

4.01 Call to Order / Pledge of Allegiance

The Board reconvened to Open Session at 10:06 p.m. President Khanh Tran welcomed everyone back to the meeting.

4.02 Report of Action Taken in Closed Session

Superintendent Hilaria Bauer reported the following:

Agenda Item 3.08, Public Employee Appointment/Employment

By a vote of 5 to 0, the Board took action to appoint and employ Ms. Nguyet Dang as the Administrator, Fiscal Services effective June 12, 2017.

By a vote of 5 to 0, the Board took action to appoint and employ Mr. An Nguyen as the new Principal at Hubbard Elementary effective June 19, 2017.

By a vote of 5 to 0, the Board took action to appoint and employ Ms. Tara Bickford as the new Principal at Joseph George Middle effective July 1, 2017.

Superintendent Hilaria Bauer reported that there was no other action to report at this time.

4.03 Agenda Review and Adoption

Member Esau Ruiz Herrera asked to move *Agenda Items 11.01 Resolution No. 57-16/17 Adoption of the Mitigated Negative Declaration, for the Expansion of KIPP Prize Academy and Adoption of the Mitigation Monitoring and Reporting Program and 11.02 Resolution No. 58-16/17 Approval of the KIPP Prize Academy Expansion for Portables at the Formerly Known Site, Miller Elementary* to be discussed at this point.

Member Karen Martinez asked to move *Agenda Item 13.02 Approve the Memorandum of Lease Assignment for Escuela Popular after Agenda Items 11.01 and 11.02.*

11. BUSINESS

11.01 Resolution No. 57-16/17 Adoption of the Mitigated Negative Declaration In Compliance with the California Environmental Quality Act, for the Expansion of KIPP Prize Academy; and Adoption of the Mitigation Monitoring and Reporting Program

11. BUSINESS *(continued)*

11.02 Resolution No. 58-16/17 Approval of the KIPP Prize Academy Expansion for Portables at the Formerly Known School Site, Miller Elementary, Following the Terms as Specified Under the Current Facilities Use Agreement

The Board was in consensus to have dialogue on both *Agenda Items 11.01 and 11.02* and to take the vote with one action.

Assistant Superintendent Kolvira Chheng reported that in January 2017, the District approved the Facility Use Agreement (FUA) between ARUSD and KIPP to continue to allow the operation of the two charter schools. The FUA allows KIPP to install six relocatable classrooms plus one bathroom portable during the 2016-17 school year, and up to an additional six relocatable classrooms for the 2017-18 through 2020-21 school years. KIPP has already installed the first six classrooms. Assistant Superintendent Kolvira Chheng reported that KIPP is requesting to install the additional six during the 2017-18 school year. Adding the additional six classrooms require an environmental study as prescribed by CEQA.

There was dialogue with the Board Members and representatives from KIPP, Mr. Adam Kaye, Michelle Hunton, and Katherine Wall. Some of the issues discussed were the parking spaces, drop-off and pick-up locations, safety issues, staggered bell schedule, and loading areas. The Board was in consensus that KIPP has always been “a good neighbor” with the District.

MOTION #16-05 by Member Esau Ruiz Herrera to accept and approve both Resolution No. 57-16/17 and Resolution No. 58-16/17 as presented. MOTION #16-05 was seconded by Member Dolores Marquez-Frausto.

Public Comments: Kolvira Chheng, Adam Kaye, Michelle Hunton, Katherine Wall, and Heriberto Soto.

Board Comments: Khanh Tran, Andrés Quintero, Dolores Marquez-Frausto, Karen Martinez, and Esau Ruiz Herrera.

MOTION #16-05 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.

MOTION #16-06 by Vice-President Andrés Quintero to extend the board meeting until 12 midnight to take care of remaining board business. MOTION #16-06 was seconded by Member Dolores Marquez-Frausto.

MOTION #16-06 carried with a vote of 3 in favor; two in opposition (Members Karen Martinez and Esau Ruiz Herrera); no absent; and no abstention.

13. SUPERINTENDENT / BOARD BUSINESS

Superintendent Hilaria Bauer reported that due to lack of time, *Agenda Items 9.01 Local Control Accountability Plan 2017-18 for Aptitud Community Academy and 10.01 Information Regarding Resignations* could be removed since they are only listed as Information. The Board was in consensus to pull these agenda items.

Vice-President Andrés Quintero asked to recognize Painter Principal George Kleidon for his heroic move of saving a teacher's life via the Heimlich maneuver. Principal George Kleidon was given a certificate of heroism.

13.02 Approve the Memorandum of Lease Assignment for Escuela Popular (EP)

Assistant Superintendent Kolvira Chheng reported that Escuela Popular is requesting that the District assent to their assignment of its lease with the District to the LLC. The proposed assignment will benefit EP because it will allow the school to receive SB 740 funding relating to the improvements to be made by EP in addition to its present funding which is tied to its ADA. Assistant Superintendent Kolvira Chheng stated that charter schools occupying a school district, state, or federal facilities, or charter schools receiving facilities through Proposition 39 are not eligible for reimbursement through SB 740. However, by assigning the Lease to the LLC, EP becomes eligible for SB 740 reimbursement funding to the extent it finances improvements, such as the new classrooms and improvement to the track. Receipt of SB 740 will not affect EP's ADA funding.

Assistant Superintendent Kolvira Chheng reported that EP is issuing bonds to finance the improvements, and the underwriter has requested this assignment to the LLC in order that EP have both ADA and SB 740 funding available. As security for the bond debt, a bank will take a security interest in the ground lease, which will attach to the improvements made on the leased premises, but only to the extent EP has an interest in the improvements. In order to protect its security, the bank will have the right, but not the obligation, to cure any default by EP or the LLC. A Memorandum of Lease, signed by the District, will need to be recorded in order to perfect this security interest.

The Board had dialogue on this agenda item with representatives from EP. Mr. Neil Millard, Legal Counsel for EP stated that EP is a corporation and the LLC is the second party and a strong lender. Ms. Patricia Reguerin, Director for EP stated that an additional 69 parking spaces will be needed with additional parking being added to (1) the White Road grass area; (2) where the locker rooms are currently; and (3) the James Lick High School parking lot.

Member Esau Ruiz Herrera stated that this particular mechanism is a funding mechanism, if we have a parking problem, it is because EP has been successful.

13. SUPERINTENDENT / BOARD BUSINESS *(continued)*

13.02 Approve the Memorandum of Lease Assignment for Escuela Popular (EP)

Clerk Dolores Marquez-Frausto commented that she would not be supporting this item at this time. Attorney Rogelio Ruiz is the attorney for East Side Union High School District who charters EP and he was looking after their well-being and not for Alum Rock's benefit.

President Khanh Tran also commented that he would not be supporting this item.

Public Comments: Kolvira Chheng, Neil Millard, and Patricia Reguerin.

Board Comments: Esau Ruiz Herrera, Andrés Quintero, Khanh Tran, and Dolores Marquez-Frausto.

MOTION #16-07 by Member Karen Martinez to accept and approve the Memorandum of Lease Assignment for Escuela Popular as submitted. MOTION #16-07 was seconded by Vice-President Andrés Quintero.

MOTION #16-07 carried with a vote of 3 in favor; two opposition (Clerk Dolores Marquez-Frausto and President Khanh Tran); no absent; and no abstention.

6. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

President Khan Tran reported that there were no speakers from the audience at this time.

8. COMMENTS AND COMMUNICATION

8.01 Teamsters

There were no representatives from Teamsters at this time.

8.02 California School Employee's Association (CSEA)

There were no representatives from CSEA at this time.

8.03 Alum Rock Administrator's Association (ARAA)

President Vince Iwasaki passed with his comments at this time.

8. COMMENTS AND COMMUNICATION *(continued)*

8.04 Alum Rock Educator's Association (AREA)

Ms. Jocelyn Merz, AREA President, commented on a few things to include the following:

- The Board needs to remember that the decisions that are made must be in the best interest of the students
- Why do we need to address the media issues now – the news in the paper are not “fake news”
- Why does the Board want to terminate the contract with the legal firm of Rehon & Roberts at this time?
- In the agenda item with Notices of Employment, a school nurse employee was removed from the last month's agenda. She advised the Board to be careful because AREA would be forced to file an unfair labor practice
- Students received good teaching from the teachers

8.05 Superintendent

Superintendent Hilaria Bauer passed on her comments at this time.

8.06 Board of Trustees

Vice-President Andrés Quintero commented that he was disappointed that his agenda item did not make it to this agenda. He had requested to add an agenda item to terminate the contract with the construction manager. He reported that he would be requesting that this agenda item be placed at the July board meeting. There were no other reports or comments from the remainder of the Board Members at this time.

12. BOND / FACILITIES

12.01 Update on the Bonds/Facilities Projects

Mr. Luis Rojas gave a report on the following items:

Current Projects

Hubbard K-8 Expansion Project

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

12. BOND / FACILITIES (continued)

12.01 Update on the Bonds/Facilities Projects

Construction began in early May and the estimated completion is August 2017.

Upcoming Projects

New HVAC Projects: Dorsa ES and LUCHA

Mr. Luis Rojas reported that the Scope of Work is to install new HVAC within classrooms at Dorsa ES and LUCHA. Work is to commence this summer, mid-June. Anticipated completion is August 2017.

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

Mr. Luis Rojas reported that the plans have been DSA approved and the bidding process has commenced. Anticipated start of construction will be this summer. Duration is expected to be 12-16 months.

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

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

Mathson Multi-Purpose Building (old MACSA) Renovation Project

Mr. Luis Rojas reported that the bidding process included public solicitation and advertisement through the District. The Del Terra Group also reached out to contractors on the District's approved vendor list. The project went to public bid and a contractor was selected within the estimated value of \$6,000,000. The discussions with the Contractor will determine the next steps. The facility improvements and repairs are as follows:

Roofing	Building modifications
Electrical upgrades	Create new access road and drop-off areas
HVAC units are to be placed	New signage
Painting	Landscaping

12. BOND / FACILITIES *(continued)*

12.01 Update on the Bonds/Facilities Projects

Upcoming Projects

Mathson Restroom Upgrade and Accessibility Project

Mr. Luis Rojas reported that the Restroom project includes 8 restrooms for both staff and students. It was bidded at \$830,000. The work scope includes, but is not limited to, selective demolition and abatement, removal of floor and wall tile, removal of water closets and urinals, including the removal of sinks, installing new gyp-board, installing new wall tile and new epoxy flooring, interior painting, minimal architectural work scopes, electrical work and an updated fire alarm system. The work is to begin mid June this summer and anticipated completion is August 2017.

Roofing Projects at Various Sites

Mr. Luis Rojas reported that the District has requested the Del Terra Group assist with some of the various roofing projects throughout the District as follows:

- 5 Roofing Projects to bid and oversee Russo/McEntee (2 buildings) and at LUCHA (2 buildings)
- LUCHA was re-bid (the contract is on the June 8 agenda for approval)
- The District will oversee the Mathson roofing repairs; District Office walkway; maintenance buildings; and the KIPP Roofing Project

Mr. Luis Rojas reported that the work scope includes, but not limited to, removal and demolition of old existing roofing material, removal of old existing gutters, existing roof metal edging, and the installation of new roofing material, installing new metal drip edge, installing new gutters and limited painting for the exposed metal edge trim. Mr. Luis Rojas reported that the low bid is Western Roofing for LUCHA (2 buildings) at \$278,811.

Public Comment: Luis Rojas.

Board Comments: Khanh Tran, Karen Martinez, and Andrés Quintero.

12.02 Approve Installation of Restroom and Portable Sewer Line Connection to San Jose City Main Sewer Line Project Notice of Completion

MOTION #16-08 by Clerk Dolores Marquez-Frausto to accept and approve Agenda Item 12.02 as presented. MOTION #16-08 was seconded by Member Esau Ruiz Herrera.

12. BOND / FACILITIES *(continued)*

12.02 Approve Installation of Restroom and Portable Sewer Line Connection to San Jose City Main Sewer Line Project Notice of Completion

MOTION #16-08 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.

12.03 Approve Re-Roofing of Portable Classrooms at Apha/Slonaker & Temporary Roof Repairs at KIPP Heartwood Academy Project Notice of Completion and Final Change Order

MOTION #16-09 by Vice-President Andrés Quintero to accept and approve Agenda Item 12.03 as presented. MOTION #16-09 was seconded by Member Esau Ruiz Herrera.

MOTION #16-09 carried with a vote of 4 in favor; no opposition; no Absent; and 1 abstention (Member Karen Martinez).

12.04 Award of Bid Package and Contract for #B1617-014 Re-Roofing at LUCHA

MOTION #16-10 by Vice-President Andrés Quintero to accept and approve Agenda Item 12.04 as presented. MOTION #16-10 was seconded by Clerk Dolores Marquez-Frauto.

MOTION #16-10 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.

13. SUPERINTENDENT / BOARD BUSINESS

13.01 A Report from the MOT Department regarding the Process and Status of Completed and Pending Work Orders for 2016-17 SY

This agenda item was tabled due to lack of time.

13.03 An Update on the Board's Request for a Facilities Assessment

Member Karen Martinez asked administration what the costs would be if we did a facilities assessment? She stated that she has visited all the sites within the past year, and it is not a safe environment. She wants to do an assessment on all the facilities so that they all have equity. President Khanh Tran reported that in 2008, an assessment had been done and he felt that another assessment did not need to be done because it would be very costly.

13. SUPERINTENDENT / BOARD BUSINESS

13.03 An Update on the Board's Request for a Facilities Assessment

Assistant Superintendent Kolvira Chheng commented that the facilities assessment had identified \$300M worth of needs.

Superintendent Hilaria Bauer commented that this comprehensive assessment would be very costly to the District. The Board had dialogue on this agenda item but no further action was taken.

Public Comments: Hilaria Bauer and Kolvira Chheng.

Board Comments: Khanh Tran, Karen Martinez, Dolores Marquez-Frausto, and Esau Ruiz Herrera.

13.04 Board Retreat Update

This agenda item was tabled due to lack of time.

13.05 Reconstitute the Bond, Facilities, and Finance Committee

Vice-President Andrés Quintero asked to postpone this agenda item due to lack of time. The Board was in consensus with this request.

13.06 Reprioritization of Alum Rock Union Elementary School District's Bond Projects

Vice-President Andrés Quintero asked to postpone this agenda item due to lack of time. The Board was in consensus with this request.

13.07 Policy to Address the Media Issue Accessing Student Classrooms and Staff

Clerk Dolores Marquez-Frausto asked to table this agenda item until the next meeting due to lack of time. The Board was in consensus with this request.

13.08 Termination of the Contract with Rehon and Roberts, APC

Member Esau Ruiz Herrera asked to postpone this agenda item due to lack of time. The Board was in consensus with this request.

13. SUPERINTENDENT / BOARD BUSINESS *(continued)*

13.10 Board Created Standing Committees

Vice-President Andrés Quintero reported that the Small Schools Innovation Committee would be meeting on Monday, June 12, 2017 at 6 p.m. at Adelante Dual Language Academy, Room P-2. The agenda was already sent out.

Clerk Dolores Marquez-Frausto reported that the Bonds, Facilities, and Finance Committee would be meeting in September, 2017.

14. CONSENT CALENDAR

Superintendent Hilaria Bauer asked to pull *Agenda Item #14.15, Notices of Employment and Changes of Status, Contract for Ms. Jie Quin, Registered Nurse located on page 1 of the Certificated Offers of Employment, Item #3* for separate discussion.

Member Karen Martinez left the meeting at 11:25 p.m.

MOTION #16-11 by Vice-President Andrés Quintero to accept and approve the remainder of the Consent Calendar without Agenda Item 14.15. MOTION #16-11 was seconded by Clerk Dolores Marquez-Frausto.

***MOTION #16-11 carried with a vote of 4 in favor; no opposition;
1 absent (Member Karen Martinez); and no abstention.***

14.15 Notices of Employment and Changes of Status

Ms. Jocelyn Merz, AREA President spoke on the issue with the registered nurse. She stated that this has been an ongoing issue for the past few years and for some reason, our Human Resources Department has not resolved it and that is why AREA had to file an unfair labor practice.

Ms. Jean Gallagher, Director of Special Education stated the vacant Registered Nurse position is posted but there are no applicants. She stated that she has 3 special education services that she has to provide on a daily basis, especially since Extended Year begins on June 26.

MOTION #16-12 by Member Esau Ruiz Herrera to accept and approve Agenda Item 14.15 as presented with the exception of the Certificated Employee Contract for Ms. Jie Quin, Registered Nurse located on page 1 of the Certificated Offers of Employment, Item #3. MOTION #16-12 was seconded by Vice-President Andrés Quintero.

14. CONSENT CALENDAR *(continued)*

14.15 Notices of Employment and Changes of Status

The Board had dialogue on this agenda item.

MOTION #16-12 carried with a vote of 4 in favor; no opposition; 1 absent (Member Karen Martinez); and no abstention.

MOTION #16-13 by Member Esau Ruiz Herrera to accept the Certificated Employee Contract for Ms. Jie Quin, Registered Nurse located on page 1 of the Certificated Offers of Employment, Item #3 and to give the Superintendent the authority to execute an MOU with AREA. MOTION #16-13 was seconded by Vice-President Andrés Quintero and President Khanh Tran.

MOTION #16-13 carried with a vote of 4 in favor; no opposition; 1 absent (Member Karen Martinez); and no abstention.

President Khanh Tran closed the following Public Hearings at 11:40 p.m. There were no members from the audience to speak at this time.

7.01 Public Hearing: Disclosure of Major Provisions of the Collective Bargaining Agreement with Teamsters Local 150, including, but not limited to, the costs that would be incurred by the Public School Employer under the Agreement for the current and subsequent fiscal years

7.02 Public Hearing: Local Control and Accountability Plan (LCAP)

7.03 Public Hearing: Proposed 2017-18 Budget Adoption

15. FUTURE BOARD AGENDA REQUESTS

15.01 Future Board Agenda Requests

There were no future agenda requests at this time.

16. ADJOURNMENT

16.01 President Adjourns the Meeting

President Khanh Tran adjourned the meeting at 11:41 p.m.

Respectfully submitted,

Dolores Marquez-Frausto
Board Clerk

HB/mcs

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

13.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject: Acceptance of Memorandum(s) of Understanding

Staff Analysis:

The District has received the following Memorandum(s) of Understanding as summarized on the sheet dated August 10, 2017

Recommendation:

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

Prepared by: Maria Martinez mm Title: Procurement Manager

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

To the Board of Trustees:

Meeting: August 10, 2017

Recommend Approval

13.02

Agenda Placement

Hilaria Bauer

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
August 10, 2017 Board Meeting

MEMORANDUMS OF UNDERSTANDING

<u>SCHOOL / DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONSULTANT NAME</u>	<u>COST</u>	<u>PURPOSE</u>
Academic Services Rene Sanchez	07/01/17- 06/30/18	Santa Clara County Office of Education – Library Services	\$6,285.00	Provide library services intended to augment and improve the district’s existing library programs Funding: Restricted
Special Education Jean Gallagher	08/22/17- 12/22/17	Santa Clara County Office of Education	\$1,900.00	Inclusion collaborative to provide professional development to preschool special education teachers Funding: Restricted



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: _____

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

☒ **MOU** (negotiated Agreement)

☐ Exhibit B & C (Fingerprinting and TB Test)

☐ **MASTER CONTRACT PARTICIPATION**

☐ Scope of Work/Proposal

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

* Use Independent Contractor Agreement (BUS-109) for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company: Santa Clara County Office of Education - Library Services

Address: 1290 Ridder Park Drive City: San Jose State: CA Zip: 95131

Phone: (408) 453-6670 Fax: (408) 453-6815

SSN: _____ Fed I.D. #: 77-0272168

CONTRACT TERM: effective dates July 1, 2017 to June 30, 2018

CONTRACTOR'S OBLIGATION:

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

The SCHOOL LIBRARY SERVICES are offered to Districts in Santa Clara County who do not have library services provided by certificated library personnel for their K-12 schools and are intended to augment and improve the district's existing library programs and collections and to enable districts to comply with state regulations requiring them to provide professional library services to their schools. Compensation is determined by enrollment. 2017-18 AR has 50% off.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

 a. **Fee Rate:** \$ _____ per _____ Not to Exceed _____ of services.

☒ b. **Other:** \$ \$6,285.00

Describe rate agreement or other costs: _____

BUDGET CODE: 03-305-1140-0-5815

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: [Signature] Date: _____

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

Board of Trustees: _____ Date: _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

08/02/17 PM 4:00 PURCH

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: _____

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

☐ MOU (negotiated Agreement)
☐ Exhibit B & C (Fingerprinting and TB Test)

☐ MASTER CONTRACT PARTICIPATION
☒ Scope of Work/Proposal

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

* Use Independent Contractor Agreement (BUS-109) for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company: County Office of Education, Santa Clara (SCCOE)

Address: 1290 Ridder Park Dr. City: San Jose State: CA Zip: 95131

Phone: 408, 453-6554 Fax: ()

SSN: _____ Fed I.D. #: 77-0272168

CONTRACT TERM: effective dates August 22, 2017 to December 22, 2017

CONTRACTOR'S OBLIGATION:

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

SCCOE Inclusion Collaborative will provide professional development to preschool special education teachers.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

 a. **Fee Rate:** \$ _____ per _____ Not to Exceed _____ of services.

☒ b. **Other:** \$ 1,900

Describe rate agreement or other costs: _____

BUDGET CODE: 03 305 5020 05815

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: [Signature] Date: 8-2-17

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

Board of Trustees: _____ Date: _____

13.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

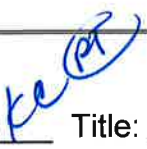
To the Board of Trustees:

Date: July 27, 2017

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated August 10, 2017.

Recommendation: Staff recommends approval of these fundraising event requests.

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

To the Board of Trustees:

Meeting: August 10, 2017
 Regular Board Meeting

Recommend Approval

13.03
Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

APPROVAL OF FUNDRAISING ACTIVITY

<u>SCHOOL</u>	<u>FUNDRAISING ACTIVITY</u>	<u>ACTIVITY SPONSOR</u>	<u>DATE</u>
Fischer Middle	Contributions to the ASB Acct	ASB	08/01/17-06/30/18
Fischer Middle	P.E. Uniform Sales	ASB	08/01/17-06/01/18
George Middle	Breast Cancer Awareness Pins' Sales	ASB	10/02/17-10/06/17
George Middle	Fall & Spring Dance Sales	ASB	11/17/17-04/20/18
George Middle	Great America 8 th Grade Trip Sales	ASB	05/05/18-06/01/18
George Middle	School Sweatshirts' Sales	ASB	08/24/17-05/31/18
George Middle	Leadership Shirts' Sales	ASB	10/02/17-10/31/17
George Middle	P.E. Uniform Sales	ASB	08/24/17-09/30/17
George Middle	Promotion Gowns' Sales	ASB	05/15/17-06/01/18
George Middle	Replacement ID Sales	ASB	10/02/17-06/10/18
George Middle	Book Faire Sales	ASB	09/10/17-09/30/17
George Middle	Spirit Shirts' Sales	ASB	08/28/17-09/15/17
George Middle	Valentine Grams' Sales	ASB	02/01/18-02/14/18
George Middle	Yearbook Sales	ASB	01/15/18-06/01/18
San Antonio Elementary	Valentine Grams' Sales	PTA	02/05/18-02/12/18
San Antonio Elementary	Salvation Army Sales	PTA	01/01/18-01/31/18
San Antonio Elementary	Spirit Shirts' Sales	PTA	08/24/17-06/10/18
San Antonio Elementary	Photos' Sales	PTA	08/24/17-06/10/18
San Antonio Elementary	Recycling Plastic Sales	PTA	08/24/17-06/10/18
San Antonio Elementary	Box Tops' Sales	PTA	08/24/17-06/10/18
San Antonio Elementary	Smencils' Sales	PTA	09/05/17-10/31/17
San Antonio Elementary	Chocolate Sales	PTA	10/01/17-10/31/17
Sheppard Middle	Spirit Wear Sales	ASB	08/28/17-06/13/18
Sheppard Middle	Yearbook Sales	ASB	08/28/17-06/13/18
Sheppard Middle	P.E. Sales	ASB	08/28/17-06/13/18

APPROVAL OF FUNDRAISING ACTIVITY (continued)

<u>SCHOOL</u>	<u>FUNDRAISING ACTIVITY</u>	<u>ACTIVITY SPONSOR</u>	<u>DATE</u>
Sheppard Middle	Sporting Event Sales	ASB	08/28/17-06/13/18
Sheppard Middle	Concessions' Sales	ASB	08/28/17-06/13/18
Sheppard Middle	Positivity Grams' Sales	ASB	08/28/17-06/13/18
Sheppard Middle	Book Faire Sales	ASB	03/01/18-03/07/18

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

13.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Date: July 31, 2017

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

Staff Analysis: Due to conflicts between bid dates and board agenda deadlines, significant delays may occur. With the flexibility afforded by a Delegation of Authority to the Superintendent, projects may be completed in a timely manner. The projects may include the following trades: electrical, low voltage, plumbing, flooring, and carpentry. This is not an all-inclusive listing of trades. Staff recommends awarding contracts by the Superintendent if it is determined to be in the best interest of the District. All contracts will be placed on future Board agendas for ratification by the Board. This Delegation of Authority shall be valid for the duration of the 2017-2018 school term.

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

Prepared by: Maria J. Martinez *M.M.*

Title: Procurement Manager

Approved by: Kolvira Chheng *K*

Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: August 10, 2017

Recommended Approval

13.04
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

13.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Date: July 31, 2017

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

Staff Analysis: Due to conflicts between bid dates and board agenda deadlines, significant delays may occur. With the flexibility afforded by a Delegation of Authority to the Superintendent, projects may be completed in a timely manner. The projects may include the following trades: electrical, low voltage, plumbing, flooring, and carpentry. This is not an all-inclusive listing of trades. Staff recommends awarding contracts by the Superintendent if it is determined to be in the best interest of the District. All contracts will be placed on future Board agendas for ratification by the Board. This Delegation of Authority shall be valid for the duration of the 2017-2018 school term.

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

Prepared by: Maria J. Martinez 

Title: Procurement Manager

Approved by: Kolvira Chheng 

Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: June 16, 2016

Recommended Approval

13.05
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

13.06

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools:

Date: August 1, 2017

Subject: Resolution 04-17/18
Piggyback Bid #R141703 for Office Supplies, Related Products, and Office Services

Staff Analysis: This contract was awarded December 9, 2014 and is effective March 1, 2015 through February 28, 2018.

To support the Districts purchasing needs for office supplies and related products, the District is requesting the approval to piggyback on TCPN's Master Price Agreements and any applicable contract extensions that may be granted. TCPN contracts are used by public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities throughout the country. TCPN does not charge any fees to participating government agencies.

Recommendation: Staff recommends approving the use of the mentioned piggyback contract and any applicable contract extensions for the purchase of office supplies and related products and services through The Cooperative Purchasing Network (TCPN). Full piggyback proposals are available in the Purchasing Department for review.

Prepared by: Maria J. Martinez

Title: Procurement Manager

Approved by: Kolvira Chheng *Kc*

Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: August 10, 2017

Recommended Approval

13.06
Agenda Placement

H. Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



December 11, 2014

Mr. David Trudnowski
Sr. Vice President Public Sector Strategy
Office Depot, Inc.
6600 North Military Trail
Boca Raton, Florida 33496

Re: Award of Contract# R141703

Dear Mr. Trudnowski:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on Tuesday, December 9, 2014, The Cooperative Purchasing Network (TCPN) is pleased to announce that after approval of the exceptions as noted in your proposal, Office Depot, Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP# 14-17) submitted on Wednesday, October 8, 2014:

Commodity/Service

Contractor

Office Supplies

Office Depot, Inc.

The contract is effective March 1, 2015 and will expire on February 28, 2018. As indicated above, your TCPN Contract # is R141703. This contract may be renewed annually for an additional two (2) years in one (1) year increments if mutually agreed by Region 4 ESC/TCPN and Office Depot, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please feel free to contact Deborah Bushnell at 713.554.0460.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Wickel", is written over a horizontal line.

Jason Wickel
President

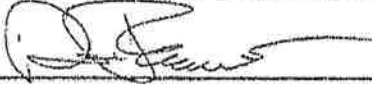
Office DEPOT OfficeMax

Office Depot OfficeMax
Region 4 Education Service Center & TCPN
Appendix A: Vendor Contract & Signature Form

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

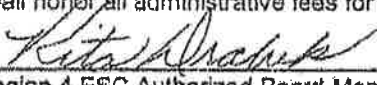
Prices are guaranteed: 120 days

Company name Office Depot Inc.
Address 6600 North Military Trail
City/State/Zip Boca Raton, FL 33496
Telephone No. 562-490-1000
Fax No. 562-490-9253
Email address David.Trudnowski@OfficeDepot.com
Printed name David Trudnowski
Position with company Sr. Vice President Public Sector Strategy
Authorized Signature 

Accepted by Region 4 ESC:

Term of contract 3-1-15 to 2-28-18

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.


Region 4 ESC Authorized Board Member

12-9-2014
Date

Rita Drabek
Print Name


Region 4 ESC Authorized Board Member

12-9-2014
Date

Faye B. Bryant
Print Name

TCPN Contract Number R141703



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

13.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools:

Date: August 1, 2017

Subject: Resolution 05-17/18
Piggyback Bid #R141605 for School Supplies

Staff Analysis: This contract was awarded December 9, 2014 and is effective February 1, 2015 through January 31, 2018.

To support the Districts purchasing needs for school supplies and related products, the District is requesting the approval to piggyback on TCPN's Master Price Agreements and any applicable contract extensions that may be granted. TCPN contracts are used by public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities throughout the country. TCPN does not charge any fees to participating government agencies.

Recommendation: Staff recommends approving the use of the mentioned piggyback contract and any applicable contract extensions for the purchase of school supplies through The Cooperative Purchasing Network (TCPN). Full piggyback proposals are available in the Purchasing Department for review.

Prepared by: Maria J. Martinez

Title: Procurement Manager

Approved by: Kolvira Chheng

Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: August 10, 2017

Recommended Approval

13.07
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



December 11, 2014

Mr. David Trudnowski
Sr. Vice President Public Sector Strategy
Office Depot, Inc.
6600 North Military Trail
Boca Raton, Florida 33496

Re: Award of Contract# R141605

Dear Mr. Trudnowski:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on Tuesday, December 9, 2014, The Cooperative Purchasing Network (TCPN) is pleased to announce that after approval of the exceptions as noted in your proposal, Office Depot, Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP# 14-16) submitted on Wednesday, October 8 2014:

Commodity/Service

Contractor

School Supplies

Office Depot Inc.

The contract is effective February 1, 2015 and will expire on January 31, 2018. As indicated above, your TCPN Contract # is R141605. This contract may be renewed annually for an additional two (2) years in one (1) year increments if mutually agreed by Region 4 ESC/TCPN and Office Depot, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please feel free to contact Deborah Bushnell at 713.554.0460.

Sincerely,


A handwritten signature in black ink, appearing to read "Jason Wickel", is written over a horizontal line.

Jason Wickel
President

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

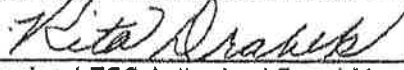
Company name Office Depot Inc.
Address 6600 North Military Trail
City/State/Zip Boca Raton, FL 33496
Telephone No. 562-490-1000
Fax No. 562-490-9253
Email address David.Trudnowski@OfficeDepot.com
Printed name David Trudnowski
Position with company Sr. Vice President Public Sector Strategy
Authorized Signature 

Accepted by Region 4 ESC:

Acknowledgement of Addendum Number(s): 1

Term of contract 2-1-15 to 1-31-18

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.


Region 4 ESC Authorized Board Member

12-9-2014
Date

Rita Drabek
Print Name


Region 4 ESC Authorized Board Member

12-9-2014
Date

Faye B. Bryant
Print Name

TCPN Contract Number B141605

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

13.08

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools:

Date: August 1, 2017

Subject: Resolution 06-17/18
Piggyback Bid #R142212 for Furniture & Installation

Staff Analysis: This contract was awarded February 24, 2015 and is effective May 1, 2015 through April 30, 2018.

To support the Districts purchasing needs for furniture, installation and related products, the District is requesting the approval to piggyback on TCPN's Master Price Agreements and any applicable contract extensions that may be granted. TCPN contracts are used by public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities throughout the country. TCPN does not charge any fees to participating government agencies.

Recommendation: Staff recommends approving the use of the mentioned piggyback contract and any applicable contract extensions for the purchase of furniture, installation, and related products and services through The Cooperative Purchasing Network (TCPN). Full piggyback proposals are available in the Purchasing Department for review.

Prepared by: Maria J. Martinez

Title: Procurement Manager

Approved by: Kolvira Chheng 

Title: Assistant Superintendent of Business Services

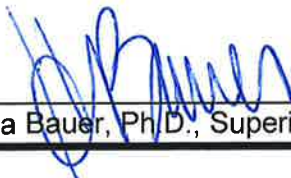
To the Board of Trustees:

Meeting: August 10, 2017

Recommended Approval

13.08

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



February 27, 2015

Mr. Joe Siemianowski
Vice President, Furniture
Office Depot, Inc.
455 Eisenhower Lane South
Lombard, Illinois 60148

Re: Award of TCPN Contract # R142212

Dear Mr. Siemianowski:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on February 24, 2015, The Cooperative Purchasing Network (TCPN) is pleased to announce that after approval of the exceptions as agreed upon in the terms and conditions, Office Depot, Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP# 14-22) submitted on December 10, 2014:

Commodity/Service

Contractor

Furniture & Installation

Office Depot, Inc.

The contract is effective May 1, 2015 and will expire on April 30, 2018. As indicated above, your TCPN Contract # is R142212. This contract may be renewed annually for an additional two (2) years if mutually agreed by Region 4 ESC/TCPN and Office Depot, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please feel free to contact Deborah Bushnell at 713.554.0460.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Wickel", is written over a large, stylized checkmark.

Jason Wickel
President

Workspace Interiors by Office Depot has the furniture you
work in, grow in & learn in.

Introducing a partnership that will
work for you.

Office Depot is honored to be an awardee of the competitively bid and solicited furniture contract R142212 through National IPA/Region 4 ESC. Experience the benefits of a single source North American provider. Delivering innovative furniture solutions and programs to maximize your savings potential.



Working together we'll help you achieve efficiencies and cost savings while gaining control of your furniture spend through:

- > Vendor consolidation
- > Leveraging best in class contract pricing
- > Needs Analysis/Solutions Development
- > Space Planning and Design
- > Project Management and Installation

Look to Workspace Interiors to help
leverage your contract benefits.



Our dedicated Interiors division offers assistance with every step of the process. In addition to our unique furniture program, we are able to bring you added value through our multiple Region 4 contracts.

Gain access to a comprehensive portfolio of products and services solutions to meet your needs and budget. Workspace Interiors is your single source for quality furniture from brands you trust.



Visit workspaceinteriorsod.com to learn more.

Have questions? Call (877) 543-0944 or email info.info@officedepot.com
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WORKSPACE
Interiors
by **Office DEPOT**

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools:

Date: August 1, 2017

Subject: Addendum #2 for the Extension of B1213-PUR01 Copier Equipment and Maintenance for an Additional One (1) Year Beginning July 1, 2017 through June 30, 2018

Staff Analysis: In 2012/2013 Alum Rock Union Elementary School District solicited RFPs from copier equipment and maintenance vendors to serve all school sites and district office needs. Ray Morgan Company (RMC) was granted and awarded such bid for an initial two year term with a possible additional two year extension which was Board approved June 18, 2015. Based on excellent service and reliable equipment that has been provided by RMC, the District is recommending to extend this agreement for an additional year in order to serve our school sites and district office adequately in the 2017/2018 school year.

Recommendation: Staff recommends approval of addendum #2 to extend the original contract for an additional year to Ray Morgan Company (RMC).

Prepared by: Maria J. Martinez

Title: Procurement Manager

Approved by: Kolvira Chheng 

Title: Assistant Superintendent of Business Services

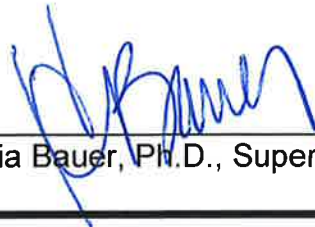
To the Board of Trustees:

Meeting: August 10, 2017

Recommended Approval

13.09

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

**ADDENDUM NO.2 COPIER EQUIPMENT AND
MAINTENANCE BID AWARD CONTRACT B1213-PUR01**

AGREEMENT

This Agreement is entered into by and between the Alum Rock Union Elementary School District, hereinafter referred to as "District", and

Ray Morgan Company (RMC)

hereinafter referred to as "Vendor".

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

**I
TERM**

The term of this Agreement shall be extended for an additional year (12) months from July 1, 2017 through June 30, 2018. All indemnification provisions contained in the original Agreement shall survive beyond the expiration of the Agreement.

**II
WORK**

Vendor shall provide the supplies and items as prescribed and required by the General Condition, Instructions to Bidders, Specifications, Notice to Bidders, Bid Proposal Form, Vendor Requirement and all documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

**III
TERMINATION**

This Agreement may be terminated by the District upon thirty- (30) days' written notice to Vendor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

**IV
COMPENSATION**

Vendor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Vendor Documents, incorporated herein by reference.

V
METHOD OF PAYMENT

Vendor will be paid upon receipt and acceptance of materials and supplies specified by in the original bid documents. For prompt payment, billing must be accurate in all details, **and invoice must be submitted quarterly to Accounts Payable, Alum Rock Union Elementary School District, 2930 Gay Ave. San Jose, CA 95127.**

VI
CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the Notice to Bidders, Bid Proposal Form, Instructions to Bidders, General Conditions, Vendor Requirements, and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VII
EXECUTION OF CONTRACT

Issuance of purchase order shall evidence the contractual agreement between the bidder/s and the District for subsequent years.

VIII
ENTIRE AGREEMENT

This Agreement and the originally signed contract terms constitute the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Vendor, by execution of the Agreement, acknowledges Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

VENDOR

Alum Rock Union Elementary School District

Signature 

Signature _____

Name John Propersi

Name Hilaria Bauer, Ph.D.

Title Vice President

Title Superintendent

Date 8-1-17

Date _____

Company Name Ray Morgan Company (RMC)

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

13.10

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 *fc* Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: August 10, 2017

Recommend Approval

13.10

Agenda Placement

H. Bauer

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
August 10, 2017 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

<u>DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONSULTANT NAME</u>	<u>COST & FUNDING</u>	<u>PURPOSE</u>
Hubbard/Bonds Louie Moran	08/11/17 – 06/30/18	CDW, LLC.	\$8,709.75	Installation of nine interactive Epson projectors and nine white boards at Hubbard E.S. Funding: Bonds
Painter/State & Fed George Kleidon	08/28/17- 06/14/18	Think Together, Inc.	\$13,891.00	Provide students with activities to support PBIS Implementation by including teamwork activities which will include communication collaboration and conflict resolution skills Funding: General
Academic Services Rene Sanchez	08/11/17- 07/01/20	Applied Survey Research	No Cost	Obtain de-identified academic attendance and program participation records of all K-3 rd grade students in an effort to measure the effectiveness of the Alum Rock Prenatal 3 rd grade initiative Funding: N/A
Academic Services Rene Sanchez	08/22/17	Conscious Teaching LLC	\$4,000.00	Professional development on prevention and intervention strategies to create a safer learning environment Funding: Restricted
Academic Services Rene Sanchez	08/11/17- 06/30/18	Raising a Reader	No Cost	National Network of early literacy leaders pursuing a collective mission to engage families in the routine of daily “book cuddling” with their children to foster healthy brain development, parent-child bonding and early literacy skills critical for school success Funding: N/A

Alum Rock Union Elementary School District
August 10, 2017 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Academic Services Rene Sanchez	09/01/17- 06/30/18	The Tech Museum of Innovation	No Cost	Expanded learning programs in underserved communities to build model engineering programs with the purpose to increase STEM interest, knowledge and skills Funding: N/A
Bonds Louie Moran	08/01/17- 10/31/17	Earth Systems Pacific	\$10,950.00	Pedochronological study for George M.S. fault line Funding: Restricted
Bonds Louie Moran	08/01/17- 08/31/17	Hazard Management Services, Inc.	\$8,630.00	Mathson restroom lead containment and oversight Funding: Restricted
Bonds Louie Moran	08/11/17- 12/31/17	IT Management Corporation	\$34,510.85	Installation and set-up of surveillance equipment at Mathson Multi-Purpose building Funding: Restricted
Bonds Louie Moran	07/01/17- 07/31/17	National Econ Corporation	\$4,660.00	Mathson restroom lead paint exterior testing Funding: Restricted
Facilities Louie Moran	08/11/17- 09/08/17	Crosslink Nanocoatings	\$11,305.00	Provide sealer at nine restrooms at Mathson M. S. Funding: Restricted
Special Education Jean Gallagher	08/22/17- 08/23/17	Speech Pathology	\$1,500.00	Professional development for Speech and Language Pathologists Funding: Sp Ed
Special Education Jean Gallagher	07/01/17- 06/30/18	Lozano Smith, LLP.	\$75,000.00	Special Education legal consultation services as needed Funding: Sp Ed
Special Education Jean Gallagher	08/15/17- 12/22/17	Alpha Vista Services, Inc.	\$47,400.00	Speech and language therapy, assessments, IEP meetings and writing Funding: Sp Ed
Special Education Jean Gallagher	08/15/17- 06/30/18	Professional Placement Resources LL	\$84,240.00	Speech and Language therapy Funding: Sp Ed

Alum Rock Union Elementary School District
August 10, 2017 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Special Education Jean Gallagher	07/01/17- 06/30/18	Yellow Checker Cab	\$70,211.31	Contract Adjustment: Transportation for student with special needs Funding: Sp Ed
State & Federal Carlos Moran	08/11/17 – 06/30/18	Cityspan	\$14,500.00	Provide training on attendance reporting software to support after school education and safety program Funding: Restricted
State & Federal Carlos Moran	08/11/17 – 06/30/18	Citizen Schools	\$75,000.00	Provide service, support and mentoring during school and after school in ELA, Math, homework assistance and STEM enrichment Funding: General
Student Services Norma Flores	08/28/17- 06/30/18	Uplift Family Services	No Cost	Provide addiction prevention services along with bullying prevention district-wide Funding: N/A
Superintendent Hilaria Bauer	08/11/17- 06/30/18	Fastsigns	\$47,650.00	Manufacturing and installing Gold Ribbon Award signs Funding: General



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE

Contract No.: _____

Vendor No.: 15737

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



MOU (negotiated Agreement)



Exhibit B & C (Fingerprinting and TB Test)



MASTER CONTRACT PARTICIPATION



Scope of Work/Proposal

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

* Use Independent Contractor Agreement (BUS-109) for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company: CDW LLCAddress: 230 N. Milwaukee Ave. City: Vernon Hills State: IL Zip: 60061Phone: (312) 547-2890Fax: (312) 705-6429

SSN: _____

Fed I.D. #: _____

CONTRACT TERM: effective dates _____ to _____

CONTRACTOR'S OBLIGATION:

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

Installation of 9 interactive epson projectors at Hubbard and 9 epson white boards also at Hubbard in the same classrooms.
Master contract C1617399

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

a. Fee Rate: \$ _____ per _____ Not to Exceed _____ of services.

b. Other: \$ 8,709.75 Quote # JCXM817

Describe rate agreement or other costs: _____

BUDGET CODE: 21-080-9611-0-5815

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: [Signature]Date: 7/25/17Director of Fiscal Services: [Signature]Date: 8/2/17Asst. Supt., of Business Services: [Signature]Date: 8/2/17

Superintendent: _____

Date: _____

Board of Trustees: _____

Date: _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Printer / State and Federal (School/Dept.)

VENDOR NO. 21410

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

Name of Individual/Company: THINK Together, Inc.
 Address: 2101 E. Fourth St. City: Santa Ana State: CA Zip: 92705
 Phone: (408) 946-2727 Suite B-200 Fax: (408) 946-4127
 SSN: _____ Fed I.D. #: 33-0781751
 Contractor's License: _____ Type: _____ Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates August 28, 2017 to June 14, 2018

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

- A. One line description for Governing Board Report:

THINK Together will provide students with activities to support PBIS ^{Implementation}

- B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary: THINK Together's responsibilities will include

Supporting PBIS implementation by including teamwork activities which will include communication, collaboration, and conflict resolution skills to students during recess, lunch, and grad level meeting time

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

 b. **Flat Rate:** \$ _____ to be the total payment to the Contractor including travel and/or other expenses.

X c. **Other:** \$ 13,891 (describe rate agreement) Not to Exceed \$13,891

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>03</u>	<u>360</u>	<u>5210</u>	<u>5815</u>	<u>13,891</u>		

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

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

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



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: _____

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

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

☐ MASTER CONTRACT PARTICIPATION
☐ Scope of Work/Proposal

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

* Use Independent Contractor Agreement (BUS-109) for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company: Applied Survey Research

Address: 1871 The Alameda, Ste. 180 City: San Jose State: CA Zip: 95126

Phone: (408) 247-8319 Fax: ()

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: effective dates August 11, 2017 to July 1, 2020

CONTRACTOR'S OBLIGATION:

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

Applied Survey Research would like to enter into this Memorandum of Understanding with Alum Rock School District for the purpose of obtaining de-identified academic, attendance, and program participation records of all K-3rd grade students, in an effort to measure the effectiveness of the Alum Rock Prenatal - 3rd Grade Initiative.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

 a. **Fee Rate:** \$ _____ per _____ Not to Exceed _____ of services.

☒ b. **Other:** \$ No Cost to the District

Describe rate agreement or other costs: _____

BUDGET CODE: _____

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Site/Department Administrator: [Signature] Date: 7-28-17

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

Board of Trustees: _____ Date: _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
 FROM: Academic Services (School/Dept.) VENDOR NO. _____

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

Name of Individual/Company: Conscious Teaching LLC
 Address: 21 Crest Road City: Fairfax State: CA Zip: 94930
 Phone: 4800 667-6062 Fax: 1 800
 SSN: _____ Fed I.D. #: 20-2986950
 Contractor's License: _____ Type: _____ Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates August 22, 2017 to August 22, 2017

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

- A. One line description for Governing Board Report:

Professional Development for Alum Rock Union School District

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

Workshop will focus on prevention and intervention strategies that classroom teachers can implement to create safer learning environments

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

X b. **Flat Rate:** \$ 4000.00 to be the total payment to the Contractor including travel and/or other expenses.

_____ c. **Other:** \$ _____ (describe rate agreement) _____ T.H.E.I.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>06</u>	<u>360</u>	<u>11900</u>	<u>5815</u>	<u>\$4000.00</u>	<u>T.H.E.I.</u>	

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

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

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



08/03/17 AM 9:41 PURCH

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**Request for Contracted Services**To: BUSINESS OFFICE Contract No.: _____ Vendor No.: _____

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

☐ **MOU** (negotiated Agreement)☐ Exhibit B & C (Fingerprinting and TB Test)☐ **MASTER CONTRACT PARTICIPATION**☐ Scope of Work/Proposal

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

* Use Independent Contractor Agreement (BUS-109) for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company: Raising a ReaderAddress: 330 Twin Dolphin Drive, Suite 147 City: Redwood City State: CA Zip: 94065Phone: (415) 391-2141 Fax: (415) 989-9923SSN: _____ Fed I.D. #: 94-3390149**CONTRACT TERM:** effective dates 08-11-17 to 06-30-18**CONTRACTOR'S OBLIGATION:**

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

The Raising A Reading Affiliate Network is a national network of early literacy leaders pursuing a collective mission to engage families in a routine of a daily "book-cuddling" with their children to foster healthy brain development, parent-child bonding, and early literacy skills critical for school success.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

☐ a. **Fee Rate:** \$ _____ per _____ Not to Exceed _____ of services.

☒ b. **Other:** \$ No Cost to the District

Describe rate agreement or other costs: _____

BUDGET CODE: _____**APPROVALS:****ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:**Site/Department Administrator: [Signature] Date: 7-24-17

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

Board of Trustees: _____ Date: _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: _____

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

☒ **MOU** (negotiated Agreement)

☒ Exhibit B & C (Fingerprinting and TB Test)

☐ **MASTER CONTRACT PARTICIPATION**

☐ Scope of Work/Proposal

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

* Use Independent Contractor Agreement (BUS-109) for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company: The Tech Museum of Innovation

Address: 201 South Market Street City: San Jose State: CA Zip: 95113

Phone: (408) 795-6134 Fax: ()

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: effective dates September 1, 2017 to June 30, 2018

CONTRACTOR'S OBLIGATION:

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

The Tech Academies of Innovation is a partnership with schools and expanded learning programs in underserved communities to build model engineering programs and a network of engineering education leaders to support the teaching of engineering district-wide. The result will be an increase in STEM interest, knowledge and skills.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

 a. **Fee Rate:** \$ _____ per _____ Not to Exceed _____ of services.

☒ b. **Other:** \$ No Cost to the District

Describe rate agreement or other costs: _____

BUDGET CODE: _____

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

Board of Trustees: _____ Date: _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Kolvira Chheng, Assistant Superintendent, Business Services

Re: Award of Contract to Earth Systems Pacific

Date: August 2, 2017

Background:

As part of Measure J Bond projects the Board of Trustees approved the construction of a New Multi-Purpose Building located at the George Middle School Site. Earth Systems Pacific was board approved at the July 13, 2017 board meeting to provide soil characterization and chemical analysis reports as required by California Geological Survey (CGS). The report was submitted to CGS and based on the study provided, the location of this site is considered to be under an earth quake fault, therefore additional information and investigation is required by CGS in order to grant approval of the construction documents.

Summary:

Del Terra and staff have reviewed the reports from CGS and requested a proposal from Earth Systems Pacific to provide the additional investigation study. Total cost to provide these additional services is \$10,950.00.

Recommendation:

Based on the evaluation, experience, and reputation of Earth Systems Pacific, Del Terra Group and District staff recommends the Board of Trustees award the Contract to Earth Systems Pacific, in the amount of \$10,950.00.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

08/03/17 PM 3:22 PURCH

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
FROM: Bonds (School/Dept.) VENDOR NO. _____

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

Name of Individual/Company: Earth Systems Pacific
Address: 48511 Warm Spring Blvd #210 City: Fremont State: CA Zip: 94539
Phone: (510) 353-3833 Fax: (510) 567-4292
SSN: _____ Fed I.D. #: 77-0521790
Contractor's License: _____ Type: _____ Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 8/1/17 to 10/31/17
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

- A. One line description for Governing Board Report:
Pedochronological Study for Joseph George Fault Line
B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

Site visit per code, excavation 25 ft. in length by 15 ft. deep, retain pedochronologist, backfill, monitor, & issue report to C.G.S.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

- _____ a. **Fee Rate:** \$ _____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.
☒ b. **Flat Rate:** \$ 10,950.00 to be the total payment to the Contractor including travel and/or other expenses.
_____ c. **Other:** \$ _____ (describe rate agreement) _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>21</u>	<u>250</u>	<u>9507 0</u>	<u>6140</u>	<u>10,950.00</u>		

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



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent
From: Kolvira Chheng, Assistant Superintendent, Business Services
Re: Award of Contract to Hazard Management Service, Inc.
Date: August 2, 2017

Background:

On June 13, 2017 Board of Trustees awarded Bid Package #B1617-009 for the Mathson Restroom Project. Painting of all the exterior building was negotiated by District and Contractor (CTG) to be included in the bid. As regulated by code, existing paint was tested for lead and lead was determined to be present. Per code regulations, containment and oversight of the existing lead paint is required prior to applying new paint.

Summary:

Del Terra reached out to Environmental Consulting Firms, which have the experience, knowledge, and have performed this type of similar work. Two proposals were received from the following companies:

<u>Consultant Name</u>	<u>Proposed Amount</u>
Hazard Management Service, Inc.	\$8,630.00
National Econ Corporation	\$21,900.00

The lowest responsive proposal submitted is from Hazard Management Service, Inc.

Recommendation:

Based on the evaluation, and reputation of Hazard Management Service, Inc., Del Terra Group and District staff recommends the Board of Trustees award the contract to Hazard Management Service, Inc in the amount of \$8,630.00.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

08/03/17 PM 3:22 PURCH

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Bonds (School/Dept.)

VENDOR NO. _____

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

Name of Individual/Company: Hazard Management Services, Inc.
 Address: 201 McHenry Ave. City: Modesto State: CA Zip: 95354
 Phone: (209) 551-2000 Fax: ()
 SSN: _____ Fed I.D. #: 77 0072 806
 Contractor's License: _____ Type: _____ Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 8/1/17 to 8/31/17
 3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

- A. One line description for Governing Board Report:
Mathson Restroom Lead specs, containment & oversight.
 B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

Create a lead work plan/specs, monitoring of work & painting ambient air sampling & monitoring with oversight & report.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

- ____ a. **Fee Rate:** \$ _____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.
☒ b. **Flat Rate:** \$ 8,1030.00 to be the total payment to the Contractor including travel and/or other expenses.
 ____ c. **Other:** \$ _____ (describe rate agreement) _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>21</u>	<u>050</u>	<u>96050</u>	<u>10290</u>	<u>8,1030.00</u>		

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



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127

Phone: 408-928-6800

Fax: 408-928-6416

www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Kolvira Chheng, Assistant Superintendent, Business Services

Re: Award of Contract to IT Management Corp.

Date: August 2, 2017

Background:

In 2015-2016 the District obtained possession of the MACSA building located at the Mathson Middle School site. The building has been vandalized several times, trash has been dumped on a regularly basis in and out of the fenced areas. Surveillance and Security is needed to insure the safety of staff, community, and the overall building.

Summary:

District staff reached out to security management companies who have the experience in providing security and/or surveillance service. A Presentation and proposal for providing surveillance equipment to monitor the exterior building was provided by the following two companies to District staff.

<u>Company</u>	<u>Contract Amount</u>	<u>Monthly Maintenance Amount</u>
IT Management Corp.	\$34,510.85	None
Bay Alarm	\$34,419.74	\$450.00

The lowest responsive proposal submitted is from IT Management Corp.

Recommendation:

Based on the analysis and proposals, District staff recommends the Board of Trustees award the contract to IT Management Corp. in the amount of \$34,510.85.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

08/03/17 PM 3:22 PURCH

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Bonds (School/Dept.)

VENDOR NO. _____

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

Name of Individual/Company: IT MANAGEMENT CORP.

Address: 5201 GREAT AMERICA PKWY City: SANTA CLAY State: CA Zip: 95054

Phone: (408) 721-1400 Fax: (408) 739-1101

SSN: _____ Fed I.D. #: 26-4509448

Contractor's License: C7 944128 Type: C7 Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 8/11/2017 to 12/31/17

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

- A. One line description for Governing Board Report:

Installation and set-up of Surveillance equipment at the Mathson Multi-Purpose Building.

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

Surveillance equipment will be installed to insure the safety of staff, community, and the overall building.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

☒ b. **Flat Rate:** \$ 34,510.85 to be the total payment to the Contractor including travel and/or other expenses.

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

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>21</u>	<u>050</u>	<u>910000</u>	<u>5815</u>	<u>34,510.85</u>		

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

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

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



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Kolvira Chheng, Assistant Superintendent, Business Services

Re: Award of Contract to National Econ Corporation

Date: August 2, 2017

Background:

On June 13, 2017 Board of Trustees awarded Bid Package #B1617-009 for the Mathson Restroom Project. Painting of all the exterior buildings was negotiated by District and Contractor (CTG) to be included in the bid. As regulated by code, existing paint shall be tested for lead.

Summary:

Due to the short time frame and urgent need to complete this project during this summer, Del Terra Group and District staff reached out to National Econ Corporation who is currently providing service's on other District projects to provide a proposal for Lead Paint Testing. The proposal received was in the amount of \$4,660.00.

Recommendation:

Based on the evaluation, and reputation of National Econ Corporation, Del Terra Group and District staff recommends the Board of Trustees award the contract to National Econ Corporation in the amount of \$4,660.00.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

08/03/17 PM 3:22 PURCH

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
FROM: Bonds (School/Dept.) VENDOR NO. _____

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

Name of Individual/Company: National Ecom Corporation
Address: 1849 Santa Cruz St City: Anaheim State: CA Zip: 92805
Phone: (714) 978-6320 Fax: (714) 978-6323
SSN: _____ Fed ID #: _____
Contractor's License _____ Type: _____ Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 7/1/17 to 7/31/17
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

- A. One line description for Governing Board Report:
Matheson Restroom Lead Paint Exterior Testing
B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

Asbestos inspection, lead paint inspection, Analysis of materials evaluation and reporting of existing material/paint.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

- ____ a. **Fee Rate:** \$ _____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.
☒ b. **Flat Rate:** \$ 4,600.00 to be the total payment to the Contractor including travel and/or other expenses.
____ c. **Other:** \$ _____ (describe rate agreement) _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>21</u>	<u>050</u>	<u>9605 0</u>	<u>10290</u>	<u>4,600.00</u>		

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



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Kolvira Chheng, Assistant Superintendent, Business Services

Re: Award of Contract to CrossLink NanoCoatings

Date: August 2, 2017

Background:

On June 8, 2017 Board of Trustees awarded Bid Package #B1617-009 for the Mathson Restroom Project. In an effort to protect the new wall tiles, epoxy floors and new partitions, District Staff reached out to CrossLink NanoCoatings to provide a product presentation and to apply the sealer product in one classroom over the VCT floor and one restroom floor as a sample. District was impressed with the results of the product as it is vandal proof and the floors will be easy to clean. The sealer will also help save time on maintenance cleaning and waxing for many years..

Summary:

District staff requested a proposal from CrossLink NanoCoatings to apply the sealer product at the nine newly modernized restrooms at Mathson Middle School. The cost to apply the sealer product on restroom walls, floors and partitions is in the amount of \$11,305.00.

Recommendation:

Based on the product evaluation, and reputation of CrossLink NanoCoatings, District Staff recommend the Board of Trustees award the contract to CrossLink NanoCoatings in the amount of \$11,305.00.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: FACILITIES (School/Dept.)

VENDOR NO. _____

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

Name of Individual/Company: CROSSLINK NANOCOATINGS

Address: 270 CARRERA CIRCLE City: APTOS State: CA Zip: 95003

Phone: (831) 234-4825 Fax: ()

SSN: _____ Fed I.D. #: 90-0944205

Contractor's License: _____ Type: _____ Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates AUGUST 11, 2017 to SEPTEMBER 8, 2017

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

- A. One line description for Governing Board Report:

PROVIDE PRODUCT AND APPLY TO (9) RESTROOMS AT MATHSON M.S.

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

PROVIDE VANDAL PROOF PRODUCT AT (9) RESTROOMS ON ALL WALLS TILE, EPOXY FLOORS AND PARTITIONS.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

☒ b. **Flat Rate:** \$ 11,305.00 to be the total payment to the Contractor including travel and/or other expenses.

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

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>05</u>	<u>450</u>	<u>8130</u>	<u>5815</u>	<u>11,305.00</u>		

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

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

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



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Special Education (School/Dept.)

VENDOR NO. 18089

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: Speech Pathology

Address: P.O. box 41027 City: Houston State: TX Zip: 77241

Phone: 281 945-1474 Fax: 281 945-1768

SSN: _____ Fed I.D. #: 94-3290122

Contractor's License: _____ Type: _____ Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 8/22/17 to 8/23/17

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

- A. One line description for Governing Board Report:

Professional Development for SLP's

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

Professional Development for SLP's

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

☒ a. **Fee Rate:** \$ 750 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of 2 hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

☐ b. **Flat Rate:** \$ _____ to be the total payment to the Contractor including travel and/or other expenses.

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

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>580</u>	<u>380</u>	<u>1822-0</u>	<u>5200</u>	<u>1,500</u>		

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

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

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



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Special Education (School/Dept.) VENDOR NO. 21317

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

Name of Individual/Company: Loyano Smith, LLP

Address: 7404 N Spalding Ave City: Fresno State: Ca Zip: 93720

Phone: (559) 431-5600 Fax: (559) 241-9316

SSN: _____ Fed I.D. #: 80-0874383

Contractor's License: _____ Type: _____ Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 7/1/17 to 10/30/18

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

- A. One line description for Governing Board Report:

Special Education Legal Consultation

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

Special Education attorney to provide assistance with IEP related needs

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

☒ a. **Fee Rate:** \$180-295 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

☐ b. **Flat Rate:** \$ _____ to be the total payment to the Contractor including travel and/or other expenses.

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

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>02</u>	<u>380</u>	<u>1820-A</u>	<u>5810</u>	<u>75,000-</u>		

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

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

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



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

08/02/17 PM 4:03 PURCH

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Special Education (School/Dept.) VENDOR NO. _____

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

Name of Individual/Company: Alpha Vista Services, Inc.

Address: 129A Kifer Rd #301 City: Sunnyvale State: Ca Zip: 94086

Phone: () Fax: ()

SSN: Fed I.D. #:

Contractor's License: Type: Expiration:

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates Aug. 15, 2017 to Dec. 22, 2017

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

- A. One line description for Governing Board Report:

Speech & language therapy

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

Speech and language therapy, Assessments, IEP meetings, IEP writing

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

☒ a. **Fee Rate:** \$ 79.00 per hour day of service as may be requested by ARUESD, not to exceed a maximum of 80 hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

☐ b. **Flat Rate:** \$ to be the total payment to the Contractor including travel and/or other expenses.

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

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>58</u>	<u>380</u>	<u>1790-0</u>	<u>5815</u>	<u>47,700</u>		

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

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

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



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

08/04/17 AM 7:57 PURCH

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Special Education (School/Dept.)

VENDOR NO. _____

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

Name of Individual/Company: Professional Placement Resources II (P.P.R.)

Address: 333 First Street North # 200 City: Jackknifville State: IL Zip: 32250

Phone: (888) 340-5038 Fax: (888) 370-5039

SSN: _____ Fed I.D. #: _____

Contractor's License: _____ Type: _____ Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates Aug 15, 2017 to June 30, 2018

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

- A. One line description for Governing Board Report:

Speech & Language Therapy

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

Speech & Language therapy, Assessments, Report writing, IEP writing, attend IEP meetings

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

☒ a. **Fee Rate:** \$ 78 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of 144 hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

☐ b. **Flat Rate:** \$ _____ to be the total payment to the Contractor including travel and/or other expenses.

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

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>08</u>	<u>380</u>	<u>1790-0</u>	<u>5815</u>	<u>84,245</u>		

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

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

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



Alum Rock Union Elementary School District

CONTRACT ADJUSTMENT FORM

08/02/17 PM 4:03 PURCH

P.O.# C1718042 DATE 7/11/17

CONTRACT Yellow Checker Cab

ADDITIONAL WORK: SITE / LOCATION: Sp. Ed.

Transportation for students with
special needs

Total Change Order Amount \$ 10,211.³¹

Total Change Order Amount 08 - 380 - 1820 - 0 - 5815

Original Contract	\$ <u>60,000</u>
Contract Increase/Decrease by this Change Order # <u>1</u>	\$ <u>10,211.³¹</u>
Previously authorized change order# _____	\$ _____
Previously authorized change order# _____	\$ _____
Previously authorized change order# _____	\$ _____
Adjustment Contract Sum including Change Orders	\$ <u>70,211.³¹</u>

Accepted and Authorized By:

Alum Rock School District:

Assistant Superintendent, Business/Support Services

[Signature]
Program Manager

Purchasing Agent

Contractor

(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. Changes exceeding these limits must be approved by the ARUESD Board of Trustees and the Santa Clara County Superintendent of Schools.)



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: STATE & FEDERAL (School/Dept.) VENDOR NO. _____

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

Name of Individual/Company: CITYSPAN
Address: 2054 University Ave. 5th Floor City: Berkeley State: CA Zip: 94704
Phone: (510) 665-1700 Fax: ()
SSN: _____ Fed I.D. #: 94-2388396
Contractor's License: _____ Type: _____ Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates August 11, 2017 to June 30, 2018
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:
- A. One line description for Governing Board Report: Cityspan provides training on attendance reporting software to support the After School Education & Safety (ASES).
- B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary: Cityspan sets forth the responsibilities of the Licensor to customized and make available software to support the Alum Rock Union School District's and Licensee's rights to use the software.
4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)
- _____ a. **Fee Rate:** \$ _____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.
- _____ b. **Flat Rate:** \$ _____ to be the total payment to the Contractor including travel and/or other expenses.
- ☒ c. **Other:** \$ 14,500.00 (describe rate agreement) NOT TO EXCEED \$14,500.00.
5. **BUDGET CODE:**
- | FUND | DEPARTMENT | PROG/COUNTER | OBJECT | \$ AMOUNT | PROG. TITLE | BUS OFC |
|------|------------|--------------|--------|-----------|-------------|---------|
| 06 | 360 | 1386-1- | 5896 | 14,500.00 | | |
| | | | | | | |
| | | | | | | |
6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon five-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: STATE & FEDERAL (School/Dept.) VENDOR NO. _____

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

Name of Individual/Company: CITIZEN SCHOOLS

Address: 308 Congress Street Fl #5 City: Boston State: MA Zip: 02210

Phone: (611) 695-2300 Fax: ()

SSN: _____ Fed I.D. #: 043259160

Contractor's License: _____ Type: _____ Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates August 11, 2017 to June 30, 2018

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

- A. One line description for Governing Board Report: Service to support (2) part time staff per partner campuses at Joseph George Middle School. William Sheppard Middle School and Renaissance Academy.

- B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary: Citizen Schools will provide an additional expanded learning time (ELT). This additional support will allow citizen schools to serve students still in need of afterschool and in school academic and leadership care and support in ELA & Math, homework assistance, STEM enrichment through apprenticeship;

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions and expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

 b. **Fiat Rate:** \$ _____ to be the total payment to the Contractor including travel and/or other expenses.

 X c. **Other:** \$ 75,000.00 (describe rate agreement) NOT TO EXCEED \$75,000.00

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	360	50500	5815	75,000.00	LCAP	

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

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

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



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
FROM: Student Services (School/Dept.) VENDOR NO. 18760

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: Uplift Family Services
Address: 251 Llewellyn Ave. City: Campbell State: CA Zip: 95008
Phone: (408) 379-3790 Fax: ()
SSN: _____ Fed I.D. #: 94-2295953
Contractor's License: _____ Type: _____ Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 8/28/17 to 6/30/18
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

- A. One line description for Governing Board Report:
Uplift Family Services provides Addiction Prevention (APS) Program
B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

APS will provide classroom presentations, parent & staff trainings
targeted services will address bullying, Drug & Alcohol Use & self-harm

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

- a. **Fee Rate:** \$ 0 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.
b. **Flat Rate:** \$ 0 to be the total payment to the Contractor including travel and/or other expenses.
c. **Other:** \$ 0 (describe rate agreement) No cost to district

5. **BUDGET CODE:**

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

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



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

August 4, 2017

To: Board of Trustees
From: Hilaria Bauer, Ph.D., Superintendent
Re: Contract Agreement with FASTSIGNS

Background: Staff recommends FASTSIGNS, a provider of custom signs and graphic products, to assist the Alum Rock Union Elementary School District in installing Gold Ribbon Award recognition signage as well as updating existing signs at a competitive rate (see Appendix A and B).

The California Gold Ribbon Schools Award was created to honor schools in place of the California Distinguished Schools Program, which is on hiatus while California creates new assessment and accountability systems. Schools applied for the award based on a model program or practice that their school has adopted and includes standards-based activities, projects, strategies, and practices that can be replicated by other local educational agencies.

The Alum Rock Union Elementary School District is proud to be the home of the following Gold Ribbon schools:

- Joseph George Middle School
- Adelante Dual Language Academy
- Renaissance Academy at Fischer
- Renaissance Academy at Mathson
- Learning in an Urban Community with High Achievement (L.U.C.H.A.) Elementary School

Summary: It is important for the District to acknowledge the great work that is taking place at the school sites. Our parents and community need to know the excellent academic and well-rounded education that students receive at the Alum Rock Union Elementary School District. Visibly displaying the Gold Ribbon status at the awarded sites will bring pride to the community.

Contract Length: August 11, 2017 – June 30, 2018

Recommendation or Next Steps: Staff recommends the Board approve the contract with FASTSIGNS to manufacture and install recognition signage and update existing signs.

Hilaria Bauer, Ph.D., Superintendent

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

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Superintendent's Office (School/Dept.)

VENDOR NO. 22268

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: FASTSIGNS

Address: 1228-A South Bascome Ave City: San Jose ST: CA Zip: 95128

Telephone: (408) 289-1700 Fax #: () N/A

SSN: _____ Fed I.D.#: 26-3187774

Contractor's License: 929417 Type: C61/D42 Expiration: 3/31/19

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates August 11, 2017 to June 30, 2018
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:
- A. One line description for Governing Board Report:
Manufacturing and installing school award signs/monument
- B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:
Installing Gold Ribbon Award signs/monument to recognize the schools that received this award from the CA Dept. of Ed. and update existing sign.
4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)
- _____ a. **Fee Rate:** \$ _____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.
- _____ b. **Flat Rate:** \$ _____ to be the total payment to the Contractor including travel and/or other expenses.
- _____ c. **Other:** \$ _____ (describe rate agreement) _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	710	52100	4300	47,650.00		

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

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

13.11

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Out of State Travel

**2017 Sungard (SNUG) Conference
October 9 – 13, 2017
Alexandria, VA**

Summary:

The 2017 SNUG National Conference includes education trainers, product developers, and executives in attendance, all available and willing to consult and offers an opportunity to network with hundreds of other SunGard K-12 Education software users, to discuss common issues, hear how they have resolved issues, and learn new and innovative ways others are using the system/s. Total estimated cost \$4740.

Recommendation:

The staff recommends approval of attendance to 2017 SNUG National Conference for Erika Marcos, Allison Howard, Norma Flores & Debbie Elliott.

Submitted by: Jess Serna

Interim Assistant Superintendent,
Human Resources

Title: _____

To the Board of Trustees:

Recommend Approval

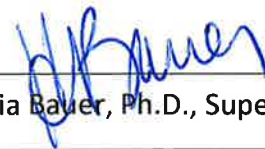
Meeting:

August 10, 2017

Board Meeting

13.11

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

(R)

TRAVEL APPROVAL FORM Attach Supporting Document

Date of Request: 6/12/17
 1. Program Manager / Principal: Norma Flores Dept. / School Site: Student Services
 2. Title of Conference / Meeting: 2017 Sungard Conference (SNOG)
 3. Place: Alexandria, Virginia
 4. Purpose: E-school Training / Updates
 5. Date (s) of Conference / Meetings: 10/9/17 - 10/12/17
 6. Principal / Program Manager Approval: [Signature] Date: _____
 7. Departure Date / Time: 10/9/17 10:00am Hour: AM ☒ PM ☐
 8. Return Date / Time: 10/13/17 8:00pm Hour: AM ☐ PM ☒

9. Human Resources:

Names(s) of Employees Attending	Sub?		Bilingual		Sub Request?: (Name)	Code Sub To:
	Yes	No	Yes	No		
<u>Erika Marcos</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Emilia Rocha</u>	<u>3220</u>
<u>Alison Howard</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Cynthia Duran</u>	<u>3220</u>
<u>Norma Flores</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<u>Debbie Elliott</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Substitute: ☐ Available ☐ Unavailable ☐ No Sub Needed
 Remarks: _____
 Human Resources Dept. Approval: ☐ Yes ☐ No _____
 Asst. Superintendent of Human Resources _____ Date _____

10. Business Services:

Cost Description	Total Estimated Costs	Reimbursement Requested
Transportation	\$ <u>1000</u>	\$
Registration	\$ <u>2360</u>	
Lodging	\$ <u>1000</u>	
Meals	\$ <u>380</u>	
Shuttle / Parking		
Other		
Total	\$ <u>4740.-</u>	\$

Attach Purchase Order(s), Invoice(s) and Registration Form(s).

11. Account Code: 03-340-3220-5200

Approved by: _____ Date _____ Approved By: _____ Date _____
 Business Services / Purchasing Superintendent

- This form must be completed and submitted at least 60 days prior to the proposed trip.
- Cash advance request, submit the completed form 60 days prior to cash advance due date.
- The approved yellow travel approval copy will be returned to the originator. This authorization must be received by the originator before the trip begins.

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

13.12

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Out of State Travel

**Congressional Hispanic Caucus Institute Leadership Conference
September 11-13, 2017
Washington, D.C.**

Summary:

The Congressional Hispanic Caucus Institute (CHCI) has cultivated young Latinos to prepare them to be the next generation of American leaders. By providing opportunities to explore and expand their professional and personal development, CHCI has created a transformative experience for Latino youth and we have worked tirelessly to ensure that every sector reflects the talent and diversity of our great nation.

Recommendation:

The staff recommends approval of attendance to Congressional Hispanic Caucus Institute Leadership Conference for Andres Quintero.

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

To the Board of Trustees:
Recommend Approval

Meeting: August 10, 2017
Board Meeting

13.12
Agenda Placement

H. Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FB

TRAVEL APPROVAL FORM Attach Supporting Document

Date of Request: 7/10/17

1. Program Manager / Principal: Dr. Hilaria Bauer Dept. / School Site: Superintendent

2. Title of Conference / Meeting: Congressional Hispanic Caucus Institute Leadership Conference

3. Place: Washington, D.C.

4. Purpose: CHCI's Leadership conference serves as a platform to energize and inspire our community to take action.

5. Date (s) of Conference / Meetings: Sept. 11-13, 2017

6. Principal / Program Manager Approval: _____

Date _____

7. Departure Date / Time: Sept 11, 2017

Hour: AM ☒ PM ☐

8. Return Date / Time: Sept 14, 2017

Hour: AM ☐ PM ☒

9. Human Resources:

Names(s) of Employees Attending	Sub?		Bilingual		Sub Request?: (Name)	Code Sub To:
	Yes	No	Yes	No		
<u>Andres Quintero</u>		<input checked="" type="checkbox"/>				

Substitute: ☐ Available ☐ Unavailable ☐ No Sub Needed

Remarks: _____

Human Resources Dept. Approval: ☐ Yes ☐ No

Asst. Superintendent of Human Resources _____ Date _____

10. Business Services:

Cost Description	Total Estimated Costs	Reimbursement Requested
<u>Transportation</u>	<u>\$ 360</u>	\$
<u>Registration</u>		
<u>Lodging</u>		
<u>Meals</u>		
<u>Shuttle / Parking</u>		
<u>Other</u>		
<u>Total</u>	<u>\$ 360</u>	\$

Attach Purchase Order(s), Invoice(s) and Registration Form(s).

11. Account Code: 03703710005200

Approved by: _____ Date _____
Business Services / Purchasing

Approved By: _____

Superintendent

Date _____

1. This form must be completed and submitted at least 60 days prior to the proposed trip.
2. Cash advance request, submit the completed form 60 days prior to cash advance due date.
3. The approved yellow travel approval copy will be returned to the originator. This authorization must be received by the originator before the trip begins.

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

13.13

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/August 10, 2017/
Human Resources Department

Staff Analysis:

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

Recommendation:

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

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

To the Board of Trustees:
Recommend Approval

Meeting:

August 10, 2017
Regular Board Meeting

13.13
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

CLASSIFIED PERSONNEL – August 10, 2017

CLASSIFIED OFFERS OF EMPLOYMENT:

I. New Hire:

1. Alcaraz, Luz Maria	Head Custodian II/Operations-District Office	07/12/17
2. Angeles, Laura	Child Nutrition Assistant I/Ocala	08/28/17
3. Chacko, Vins Pulickal	Tech Support Specialist/ITSS	08/01/17
4. Kennedy, Alexis Diane	Paraeducator Special Education II/Mathson	08/25/17
5. Magana, Maricela Gonzalez	Child Nutrition Assistant I/L.U.C.H.A	08/28/17
6. Rocha, Gloria Esthepany A	Office Assistant III(11mo)/Child Nutrition Services	08/01/17
7. Vazquez, Paula Margarita	Office Assistant III/Student Services	08/02/17

II. New Hire-Short Term:

1. Gallo, Jose Luis	Plumber (Apprentice) / M.O.T	07/17/17-03/16/18
2. Serrano, Ramiro Badillo	Plumber (Apprentice) / M.O.T	07/17/17-03/16/18

III. Change of Status:

1. Hernandez, Claudia Gomez	Child Nutrition Assistant I/Ocala	08/28/17
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IV. Retirement:

1. Luna, Lupe	Library & Learning Center Assistant/ Arbuckle & Aptitud	08/05/17
---------------	--	----------

V. Classified Substitute Personnel:

1. Flores, Sandra	Substitute Clerical	07/10/17
2. Giang, Linh Ai	Substitute Clerical	07/07/17
3. Manlangit, Agnes Francisco	Substitute Clerical	07/07/17
4. Marcos, Patricia De Sordi	Substitute Clerical	07/10/17

VI. Classified Substitute Terminated:

1. Galo, Miracle	Substitute Maintenance	05/24/17
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**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
August 10, 2017**

CERTIFICATED OFFERS OF EMPLOYMENT:

I. Employee Contracts:

1. Mandujano, Abel Jr.	Behavior Support	08/15/2017-06/30/2018
2. Santana, Barbara	Teacher, Support	08/15/2017-06/30/2018
3. Serna, Jess	Interim Assistant Superintendent, H.R.	07/14/2017-06/30/2018
4. Steele, Vivian	Behavior Coach	07/01/2017-06/30/2018

CERTIFICATED CHANGES OF STATUS:

II. Instructional Coach 2017/18:

1. Pellegrino, Liana	Ryan Elementary
----------------------	-----------------

III. Administrative Changes 2017/18:

1. Acosta, Alfredo Jr.	Assistant Principal, Ocala Middle School
2. Moran, Carlos	Director, Human Resources Department

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

13.14

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve New Job Description – Coordinator, School Mental Wellness Support Services - Classified

Staff Analysis:

Through an analysis of stakeholder input during our LCAP process, there was a demonstrated need for socio-emotional support with counseling for our K-8 students. Under LCAP goal 3.2, a limited amount of funds can support this socio-emotional need. The Santa Clara County has provided a \$300,000 grant to the District to provide a pilot program to provide these socio-emotional services. The Coordinator of School Mental Wellness Support Services – Classified will oversee this program under the direction of the Director of Student Services.

Recommendation:

Staff recommends approval of the new job description Coordinator, School Mental Wellness Support Services – Classified.

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

To the Board of Trustees:
Recommend Approval

Meeting: August 10, 2017
Regular Board Meeting

13.14
Agenda Placement

Hilaria Bauer, Ph. D, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Position Title: Coordinator of School Mental Wellness Support Services, Classified

Reports to: Director of Student Services

Functions: Develop, implement, & maintain school-based mental wellness support services for ARUSD elementary school students

Areas of Responsibility:

- Develop & implement Mental Wellness Internship program
- Develop & maintain relationships with universities
- Develop & maintain relationships with various service agencies to support presenting student needs
- Recruit graduate level interns (School Counselor & Marriage Family Therapist)
- Create schedule of ongoing professional development for interns
- Facilitate communication between Interns, School Counselors, & Service Agency Partners
- Conduct evaluations on a semester basis
- Meet with University Supervisor to discuss field placement as well as progress
- Conduct weekly supervision with interns
- Assist interns with parent consultation
- Consult with interns for guidance regarding CPS reporting, suicide assessment, and various crisis situations which may present themselves
- Facilitate training & professional development for interns, School Counselors, & general staff
- Prepare & maintain supervision notes, & files
- Other responsibilities assigned by the supervisor

Education & Experience:

- Master's Degree in Marriage Family Therapy, or Life Clinical Social Worker
- Minimum five (5) years of therapy, or social work experience working in or in conjunction with K-8 environment
- Minimum three to five (3-5) years of intern supervision experience

KNOWLEDGE & ABILITIES

KNOWLEDGE OF:

- Curriculum development & implementation of counseling/therapeutic strategies
- Principles & practices of supervision
- Interpret data & apply learnings to modify program delivery to better suit student needs
- Implement National Standards of Counseling/Therapy
- Oral & written communication skills
- Active listening & boundary setting skills

- Applicable laws, ethics, codes, rules, & regulations related to assigned activities

ABILITY TO:

- Assist with curriculum development & implementation of counseling/therapeutic strategies

Licenses & Other Requirements:

- Valid License, Marriage & Family Therapy or Clinical Social Work
- Two (2) years post-license

Qualifications:

- Knowledge of K-8 system
- Knowledge of counseling principles and theories
- Bilingual preferred - Spanish
- Team oriented
- Flexible and adaptable
- Outgoing & self-directed
- Computer literate
- Ability to establish & maintain cooperative & effective working relationships
- Positive interaction with community groups & cultures at large
- Ability to establish & maintain cooperative & effective working relationships

Terms of Employment:

Salary Placement: Classified Management Salary Schedule

Work Year: 12 months/220 days

Evaluation: Performance of this position will be evaluated in accordance with the classified management staff evaluation process.

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

13.15

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

**Subject: Approve New Job Description – Coordinator, School Mental Wellness Support Services -
Certificated**

Staff Analysis:

Through an analysis of stakeholder input during our LCAP process, there was a demonstrated need for socio-emotional support with counseling for our K-8 students. Under LCAP goal 3.2, a limited amount of funds can support this socio-emotional need. The Santa Clara County has provided a \$300,000 grant to the District to provide a pilot program to provide these socio-emotional services. The Coordinator of School Mental Wellness Support Services – Certificated will oversee this program under the direction of the Director of Student Services.

Recommendation:

Staff recommends approval of the new job description Coordinator, School Mental Wellness Support Services – Certificated.

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

To the Board of Trustees:
Recommend Approval

Meeting:

August 10, 2017
Regular Board Meeting

13.15
Agenda Placement

Hilaria Bauer, Ph. D, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Position Title: Coordinator of School Mental Wellness Support Services, Certificated

Reports to: Director of Student Services

Functions: Develop, implement, & lead and maintain school-based mental wellness support services for ARUSD elementary school students

Areas of Responsibility:

- Lead & Coordinate the work of Classified Coordinator of School Mental Wellness Support Services
- Develop & implement Mental Wellness Internship program
- Develop & maintain relationships with universities
- Develop & maintain relationships with various service agencies to support presenting student needs
- Recruit graduate level interns (School Counselor & Marriage Family Therapist)
- Create schedule of ongoing professional development for interns
- Facilitate communication between Interns, School Counselors, & Service Agency Partners
- Conduct evaluations on a semester basis
- Meet with University Supervisor to discuss field placement as well as progress
- Conduct weekly supervision with interns
- Assist interns with parent consultation
- Consult with interns for guidance regarding CPS reporting, suicide assessment, and various crisis situations which may present themselves
- Facilitate training & professional development for interns, School Counselors, & general staff
- Prepare & maintain a variety of narrative & statistical reports, supervision notes, & files
- Other responsibilities assigned by the supervisor

KNOWLEDGE & ABILITIES

KNOWLEDGE OF:

- Curriculum development & implementation of counseling/therapeutic strategies
- Principles & practices of supervision
- Interpret data & apply learnings to modify program delivery to better suit student needs
- Implement National Standards of Counseling/Therapy
- Oral & written communication skills
- Active listening & boundary setting skills
- Applicable laws, ethics, codes, rules, & regulations related to assigned activities

ABILITY TO:

- Assist with curriculum development & implementation of counseling/therapeutic strategies

Education & Experience:

- Master's Degree in Educational Counseling & Counseling Psychology
- Minimum five (5) years of school counseling in K-8 environment
- Minimum three to five (3-5) years of intern supervision experience

Licenses & Other Requirements:

- Valid Pupil Personnel Services Credential
- Valid California Administrative Services Credential

Qualifications:

- Knowledge of K-8 system
- Knowledge of counseling principles and theories
- Bilingual preferred - Spanish
- Team oriented
- Flexible and adaptable
- Outgoing & self-directed
- Computer literate
- Ability to establish & maintain cooperative & effective working relationships
- Positive interaction with community groups & cultures at large
- Ability to establish & maintain cooperative & effective working relationships

Terms of Employment:

Salary Placement:	Certificated Management Salary Schedule
Work Year:	12 months/210 days
Evaluation:	Performance of this position will be evaluated in accordance with the certificated management staff evaluation process.

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

13.16

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve the AREA 2017-2018 Calendar.

Staff Analysis:

Administration met with AREA to develop coordinated calendar for the 2017-2018 school year.

Recommendation:

The staff recommends that the Board of Trustees approve the AREA 2017-2018 calendar.

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

To the Board of Trustees:
Recommend Approval

Meeting:

August 10, 2017
Regular Board Meeting

13.16
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 AREA 2017-2018

JULY				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

7/4 Fourth of July

AUGUST				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
★ 21	■ 22	■ 23	✦ 24	✦ 25
28	29	30	31	

SEPTEMBER				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

9/4 Labor Day

OCTOBER				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22*	23	24
27	28	29	30	

11/10 Veteran's Day

11/23 Thanksgiving Day

DECEMBER				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27*	28*	29

12/25 Christmas Day

	Legal Holiday
	Local Holiday
	Students Not In Attendance
	Starting/Ending Dates for Students

Board Approved: 8/10/17

JANUARY				
M	T	W	TH	F
1	2*	3*	4*	5*
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

1/1 New Year's Day

1/15 MLK

FEBRUARY				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20*	21*	22*	23
26	27	28		

2/19 President's Day

MARCH				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

3/30 Cesar Chavez

APRIL				
M	T	W	TH	F
2*	3*	4*	5*	6*
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

4/2 - 4/6 Spring Break

MAY				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

5/28 Memorial Day

JUNE				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

	Mandatory Teacher Work Days
	Teacher Professional Development Days
180	Student Instructional Days
185	Teacher Work Days
★	New Teacher Institute

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

13.17

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: August 1, 2017

Subject:

Start and End Times for School Year 2017-2018

The Start and End Times for the 2017-2018 School Year are submitted.

Staff Analysis:

The Academic Services Department, Child Nutrition Services Department and Transportation Department collaborated with School Administrators in order to prepare the 2017-2018 Bell Schedules. Start and end times were completed based on instructional time requirements, transportation availability, food services scheduling, student safety concerns, special education programming and requirements, and bargaining unit contract guidelines.

Recommendation:

Staff recommends approval of the attached Start and End Times for the 2017-2018 school year as submitted.

Submitted by:

Rene Sanchez

RS

Title:

Assistant Superintendent, Instructional Services

To the Board of Trustees:

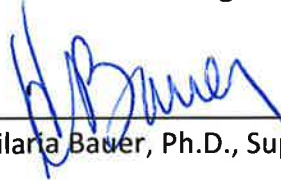
Meeting: August 10, 2017

Regular Board Meeting

Recommend Approval

13.17

Agenda Placement



Dr. Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



Alum Rock Union Elementary School District **Bell Schedules** **2017 - 2018**

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

*Includes Duty Free Lunch

*Lyndale TK & Kindergarten classes begin at 8:15

*LUCHA kindergarten class begins at 8:00/**Tuesday Dismissal:** Gr. 1-3, 2:05; Gr. 4-5, 2.25

13.18

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **CONTRACTS FOR PROFESSIONAL SERVICES – INDIVIDUALS**

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 sheet. 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: August 10, 2017

Recommend Approval

13.18

Agenda Placement

Hilaria Bauer

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
August 10, 2017 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – INDIVIDUALS

<u>SCHOOL / DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONSULTANT NAME</u>	<u>COST</u>	<u>PURPOSE</u>
Academic Services Jason Sorich	08/22/17	Joe Reich	\$1,500.00	CPR, first aid and defibrillator training for ARUSD P.E. teachers Funding: General
Student Services Jean Gallagher	08/22/17- 06/30/18	Simon Silva	\$7,000.00	Professional development for teachers and administrators, speaker at Parent University event Funding: General



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Jason Sorich/Academic Services (School/Dept.)

VENDOR NO. _____

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

Name of Individual/Company: Joe Reich/Silicon Valley CPR
 Address: 408 Wembley City: Redwood City State: CA Zip: 94061
 Phone: (650) 296-8390 Fax: ()
 SSN: 569-45-5900 Fed I.D. #: _____
 Contractor's License: 44442 Type: Business License Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 8/22/17 to 8/22/17

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

- A. One line description for Governing Board Report:

CPR, first aid, and defibrillator training for ARUESD P.E. teachers

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

CPR (Adult/Children/Infant), AED and First aid training

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

a. **Fee Rate:** \$ 59 per student per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

b. **Flat Rate:** \$ _____ to be the total payment to the Contractor including travel and/or other expenses.

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

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
03	305	140	4300	\$1500.00 NTE		

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

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

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

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT****INDEPENDENT CONTRACTOR AGREEMENT**

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
 FROM: Student Services (School/Dept.) VENDOR NO. _____

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

Name of Individual/Company: Simon Silva
 Address: 42900 Normandy Lane City: Lancaster State: CA Zip: 93536
 Phone: 909, 260-8086 Fax: () _____
 SSN: _____ Fed I.D. #: _____
 Contractor's License: _____ Type: _____ Expiration: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** effective dates 8/22/17 to 6/30/18
 3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

- A. One line description for Governing Board Report:

Keynote Speaker

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

Keynote Speaker for two 2.5 Prof. Development for teachers/Administrators on 8/22/17 and Speaker for Parent University on 10/21/17.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

☒ b. **Flat Rate:** \$ 7,000 to be the total payment to the Contractor including travel and/or other expenses.

____ c. **Other:** \$ _____ (describe rate agreement) _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>03</u>	<u>360</u>	<u>5430</u>	<u>5815</u>	<u>\$7,000</u>	<u>LCAP Goal 4.3</u>	

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