OPEN SESSION

1.1 Call to Order / Roll Call President Dolores Marquez. Action

1.2 Announcement and Public Comment Regarding Items to be Discussed in Closed Session [Government Code Section 54957.7] Info

1.3 The Board will adjourn to Closed Session at approximately 5:30 pm. Open Session will resume at the end of Closed Session in the Board Room at approximately 7:30 pm. Info

CLOSED SESSION

2.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS [California Government Code Section 54956.8]; PROPERTY: APN 491-20-014 at 1601 Cunningham Avenue, San Jose, CA 95122. DISTRICT NEGOTIATORS: (1) Stephen A. Fiss, Superintendent; and (2) Lisa Gillmor and Paulo Hernandez, Public Property Advisors. UNDER NEGOTIATION: Letter of Interest. Info

2.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS [California Government Code Section 54956.8]; PROPERTY: APN 486-11-029 at 1250 S. King Road, San Jose, CA 95122. DISTRICT NEGOTIATORS: (1) Stephen A. Fiss, Superintendent; and (2) Lisa Gillmor and Paulo Hernandez, Public Property Advisors. UNDER NEGOTIATION: Proposed Lease Amendment. Info

2.3 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT [California Government Code Section 54957]. Info/Action

2.4 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT [California Government Code Section 54957] Positions: (1) One Principal; and (2) Child Nutrition Operations Supervisor. Action

2.5 PUBLIC EMPLOYEE PERFORMANCE EVALUATION [California Government Code Section 54957] Title: Superintendent. Info/Action

2.6 CONFERENCE WITH LABOR NEGOTIATOR. EMPLOYEE ORGANIZATION: AREA (Alum Rock Educator's Association); DISTRICT NEGOTIATORS: (1) Stephen Fiss; and (2) Rehon & Roberts Law Firm, Rogelio Ruiz and E. Luis Saenz. Info

2.7 CONFERENCE WITH LABOR NEGOTIATOR. EMPLOYEE ORGANIZATION: CSEA (California School Educators Association); DISTRICT NEGOTIATORS: (1) Stephen Fiss; (2) Ricardo Medina; (3) Linda Latasa; and (4) Rehon & Roberts Law Firm, Rogelio Ruiz and E. Luis Saenz. Info

2.8 CONFERENCE WITH LABOR NEGOTIATOR. EMPLOYEE ORGANIZATION: Teamsters; DISTRICT NEGOTIATORS: (1) Stephen
employee to support the Business Office and Director of Fiscal Services position during Family and Medical Leave Act (FMLA).

BOND / FACILITIES

10.1 Discussion on Measure J Implementation Plan and Timelines.
   The purpose of this agenda item is to provide an opportunity for the Board to discuss and consider project and expenditure priorities for the Measure J Bond Program.

10.2 Resolution No. 69-12/13 requesting Board of Supervisors of the County of Santa Clara to establish Tax Rate for Bonds of the Alum Rock Union Elementary School District expected to be Sold during Fiscal Year 2013-14, and Authorizing Necessary Actions in Connection Therewith.

10.3 Review/Discussion/Approval of Construction Careers Agreement and Santa Clara & San Benito Counties Building & Construction Trades Council.

CONTRACTS OVER $100,000

11.1 Alpha Vista Services, Inc., Special Education Department, $333,384.80.

11.2 Progressive Speech Corporation, Special Education Department, $120,150.

11.3 YMCA of Silicon Valley - East Valley Branch ASES Contract, State & Federal Programs, $633,374.

11.4 Partners in School Innovation, School Transformation, $300,000.

CONSENT CALENDAR

12.1 Approval of Board Meeting Minutes for the following dates: Regular Board Mtg., April 25, 2013; Special Board Mtg., May 4, 2013; and Special Board Mtg., May 23, 2013.

12.2 Acceptance of Grants/Awards Notifications. 1) Safe and Healthy School, $45,000.00, Kaiser Permanente.

12.3 Acceptance of Memorandum of Understanding Mou's include the following: (1) Avid, School Transformation, no cost; and (2) Santa Clara Social Services Agency (SSA), Student Services, no cost.

12.4 Contracts for Professional Services-Individuals. Contracts Include the following: (1) Gail Long, ACA at Goss, NTE $5,000; and (2) Paul J. Gonzalez, Ocala School, $12,000.

12.5 Contracts for Professional Services-Firms/Organizations. Contracts Include the following: (1) SCCOE, $300; (2) Lifesource, $5,401; (3) Publishing 20/20, $19,807; (4) United Way, $15,000; (5) MGM, $4,600; (6) Planned Parenthood $8,100; (7) A-1 Septic Tank, $15,000; (8) Always Moving, $15,000; (9) AzDoc, 25,650; (10) Cornerstone, $3,000; (11) Corporate Sign, $5,000; (12) Design Build Solutions, $10,000; (13) Gardenland Equipment, $3,000; (14) Great America Towing, $5,000; (15) Harry Murphy, $10,000; (16) Horizon/Automatic Rain, $5,000; (17) Integrated Systems, $7,500; (18) Kal Glass Shop, $15,000; (19) Luke's Tree Care, $7,500; (20) Malone Corp., $15,000; (21) McKinley Elevator, $15,000; (22) NORCAL Portables, $2,500; (23) Imperial Fire, $15,000; (24)
ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees: Date: June 13, 2013

Subject: REVIEW/DISCUSSION/APPROVAL OF CONSTRUCTION CAREERS AGREEMENT AND SANTA CLARA & SAN BENITO COUNTIES BUILDING & CONSTRUCTION TRADES COUNCIL

The Board will discuss this agreement.

ACTION

Submitted by: Stephen A. Fiss Title: Superintendent

To the Board of Trustees: Meeting: June 20, 2013 Regular Board Meeting

Recommend Approval

10.3 Agenda Placement

Stephen A. Fiss, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Andrea Quiñones Seconded by: Andrea Flores Sheltai

Approved: S Not Approved: O Tabled:
Measure G Construction Careers Agreement
Amendment #1

Whereas, a Construction Careers Agreement was negotiated and entered into on July 15, 2009 (the “Agreement”), between the Alum Rock Union Elementary School District (District) together with other contractors and/or subcontractors (Contractor(s)) who have become signatory to the Agreement by signing the “Agreement to be Bound” (Appendix A), the Santa Clara & San Benito Counties Building & Construction Trades Council (Council) and the Local Unions signatory thereto, all in their behalf and on behalf of the Local Unions involved, (Union(s)) for all projects funded by the 2009 Measure G Bond (Appendix C); and

Whereas, the District has experienced positive benefits with it’s relationship with the Building Trades Council and its affiliated Unions under its Construction Careers Agreement for the 2009 Measure G projects; and

Whereas, these benefits have included but were not limited to increased quality of contractors, increased bidding pool, on time and on budget projects, no labor or other disputes, no work stoppages, reduced litigation and services provided by S4CA that create real world relevance for ARUESD students and teachers in math and science through the construction industry; and

Whereas, on November 6, 2012, the voters passed measure J, a $125,000,000 bond measure to improve neighborhood schools by removing mold and asbestos, fixing leaky, deteriorated roofs, replacing inefficient/ aging heating, ventilation, and electrical systems to save money, improving fire safety/ security, updating computer technology/ science labs for 21st century learning, and repairing aging restrooms; and

Whereas, the parties to the Agreement mutually desire to amend the Agreement and, more specifically, to expand the definition of the “Project” to include additional work and projects to be constructed with Measure J funds; and

Whereas, the Parties desire that for selected projects Contractors shall be bound to provide paid internship opportunities to District teachers as defined in Appendix B.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES TO AMEND AND EXTEND THE EXISTING AGREEMENT AS FOLLOWS:

1) The Agreement shall hereinafter apply to Measure J funded Projects.

2) The term “Project” in Section 1.4 of the Agreement shall be amended to include all Measure G and Measure J funded new construction, renovation or modernization work. It is the intent of the parties that all Projects currently contemplated by the
District or to be constructed or undertaken by the District with funds other than Measure G or Measure J funds will not be subject to or covered by this Agreement.

3) Section 2.F.6 of the Agreement and extension agreement shall no longer apply to any work funded in part or whole by either the 2009 Measure G Bond or the 2012 Measure J bond and will be replaced with a new section 2 (f)(6) that reads as:

2(f)(6) All off-site manufacture and handling of materials, equipment or machinery provided, however, work performed by any of the Unions, including pre-fabrication of materials that are directly part of the Project and are traditionally performed under the provisions of an existing Schedule A agreement of a signatory Union(s) on the effective date of this Agreement, shall be covered by the terms and conditions of this Agreement; provided further, that lay-down or storage areas or equipment or material manufacturing (pre-fabrication) sites dedicated solely to the Project or Project work, and the movement of materials or goods between the Project site and such dedicated site(s), as well as between locations on the Project site, and the delivery and removal of construction materials and supplies, including, but not limited to, ready-mix concrete, asphalt, aggregate, sand or earth that are directly incorporated into a work process or debris, earth or other waste construction materials removed from the Project site, shall be covered by the terms and conditions of this Agreement.

4) Section 9.B, Step 1 of the Agreement and extension agreement shall now provide seven (7) working days after becoming aware of an identified dispute but no longer than thirty (30) days after the disputing party should have become aware of a dispute to provide notice of such dispute. Both the Council and the District shall be notified of any such dispute.

5) Section 10 of the Agreement and extension agreement shall no longer apply to any work funded in part or whole by either the 2009 Measure G Bond or the 2012 Measure J bond and will be replaced with a new section 10 that reads as follows:

Section 10

JURISDICTIONAL DISPUTES

10.(A) The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.

10.(B) All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction
Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

10.(B).1. For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, DC, at the request of any party to a jurisdictional dispute under this Agreement an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator’s hearing on the dispute shall be held at the offices of the applicable Building and Construction Trades Council. All other procedures shall be as specified in the Plan.

10.(C) All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Local Council prior to commencing work. The Primary Employer and the Owner will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

6) The Career Component (Appendix B) of the Agreement shall be modified to meet the current needs of the District and shall be done so through the powers of the Labor Management Committee as detailed in in Section 18 of the Agreement.

7) The Appendix A (Agreement to be Bound) shall be amended to include the following language now enumerated as (5):

5. Employer accepts and understands (per Section 5.A) of the Agreement, that all craft labor including those not members of a union will be dispatched through the appropriate union hiring hall and that local out of work craft workers will be alternately dispatched to employers (not party to a collective bargaining agreement) along with their key workforce as described in Section 5 of this Agreement.

8) Other than as explicitly set forth herein, this Amendment shall make no other changes, amendments, modifications, additions or deletions to the Agreement.
9) This Amendment shall become effective on the day the District’s governing board ratifies this Amendment, provided that all Union signatories have first executed this Amendment.

10) This Amendment shall be included as a condition of the award of all construction contracts on both 2009 Measure G Bond and 2012 Measure J Project(s) and shall continue in full force and effect until the completion of the Project(s).

11) Except as otherwise provided herein, the Agreement shall otherwise remain in full force and effect.

Dated: _______________  SANTA CLARA & SAN BENITO COUNTIES
BUILDING & CONSTRUCTION TRADES COUNCIL

By ________________________________
CEO

Dated: _______________  Alum Rock Unified Elementary School District

By ____________________  
Superintendent

UNION SIGNATORIES

ASBESTOS WORKERS LOCAL 16  BOILERMAKERS LOCAL UNION 549

______________________________  ________________________________
BAC LOCAL UNION 3               IBEW LOCAL 332
<table>
<thead>
<tr>
<th>Union Name</th>
<th>Affiliation</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELEVATOR CONSTRUCTORS LOCAL UNION 8</td>
<td>IUPAT District Council 16 Painters &amp; Allied Crafts</td>
</tr>
<tr>
<td>IRON WORKERS LOCAL UNION 377</td>
<td>LABORERS LOCAL UNION 270</td>
</tr>
<tr>
<td>OPERATING ENGINEERS LOCAL 3</td>
<td>Laborers Local 67</td>
</tr>
<tr>
<td>PLASTERERS LOCAL UNION 300</td>
<td>NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL</td>
</tr>
<tr>
<td>OPERATIVE PLASTERERS AND CEMENT MASONS LOCAL UNION 400</td>
<td>UNITED ASSOCIATION, PLUMBERS &amp; FITTERS LOCAL UNION 393</td>
</tr>
</tbody>
</table>