

EAST SIDE UNION HIGH SCHOOL DISTRICT
Regular Meeting of the Board of Trustees
830 N. Capitol Ave, San Jose, CA 95133

AGENDA
September 16, 2004

Closed Session 4:00 P.M.

The Board Meeting will begin at 4:00 p.m. in the Board Room. Anyone wishing to address the Board regarding Closed Session items may speak at this time. The Board will then adjourn to Closed Session in the Superintendent's Conference Room.

Open Session 6:00 P.M.

Board Room

1. Call to Order/ Roll Call

- 1.1 Roll Call
- 1.2 Announcement and Public Comment Regarding items to be discussed in Closed Session [*Government Code §54957.7*]
- 1.3 Recess to Closed Session (Open Session will resume at the end of Closed Session in the Board Room at approximately 6:00 P.M.)
SEE ITEM 12 ON AGENDA (CLOSED SESSION)

Open Session 6:00 P.M.

2. Pledge of Allegiance

3. Welcome and Explanation to Audience

Information explaining Board meeting procedures and how citizens can address the Board will be read. Written information is located near the entrance to the Board Room.

4. Board Special Recognition(s)

- 4.1 Frank Slaton
- 4.2 Maricela Villalobos
- 4.3 Douglas Emerson

5. Consideration of Proposed Amendments to Agenda

6. Public Members Who Wish to Address the Board of Trustees

7. Student Achievement/Board Discussions and/or Action

8. Operational Items/Board Discussion and/or Action

- 8.1 Hold Public Hearing at 6:45 p.m. on Gann Spending Limit – Adopt Resolution #2004/2005-09
- 8.2 Approve 2003/04 Unaudited Actual Budget Report
- 8.3 Presentation by Taxpayer on Measure K Parcel Tax Campaign
- 8.4 Adopt Resolution 2004/2005-11 – In Support of the Creation of the Opportunity for Teaching and Learning Index (SB 1419 – Vasconcellos)
- 8.5 Adopt Resolution 2004/2005-12 - Measure S Parcel Tax

9. Attachment A - Consent Calendar Items

See Attachment A

10. Written Reports/Recommendations

11. Board of Trustees/Superintendent Communications/Comments

11.1 Board of Trustees

11.2 Superintendent

12. Closed Session

12.1 Expulsions

12.2 Public Employee Discipline/Dismissal/Release (*Government Code §Section 54957*)

12.3 Conference with Labor Negotiators (*Government Code §Section 54957.6*)

Agency Designated Representatives: Superintendent Dr. Esperanza Zendejas, Bob Nuñez

Employee Organizations: East Side Teachers Association (ESTA)

California School Employees Association (CSEA)

American Federation of Teachers (AFT)

12.4 Anticipated Litigation (*Government Code §Section 54956.9*)

Conference with Legal Counsel – ANTICIPATED LITIGATION,

Significant exposure to litigation pursuant to subdivision (b) of

§Section 54956.9 statement threatening litigation. (1 Potential case)

12.5 Public Employee Performance Evaluation (*Government Code §Section 54957*)

12.6 Public Employment/Transfer (*Government Code §Section 54957*)

13. Report Closed Session Action(s)

14. Adjournment

- 9.14 Approve Lease Agreement between East Side Union High School District and Alum Rock School District for MACSA Charter School Interim Housing on the Grandin H. Miller Elementary School Site
- 9.15 Approve Agreement between East Side Union High School District and MASCA Charter School for Interim Housing on the Grandin H. Miller Elementary School Site
- 9.16 Adopt Resolution #2004/2005-10 - Cooperative Program Agreement with the State Department of Rehabilitation
- 9.17 Notice of Completion for Computer Equipment, Wireless Networking and Peripherals for Santa Teresa High School - Bid #B-21-03-04

EAST SIDE UNION HIGH SCHOOL DISTRICT

Board Meeting of September 16, 2004
Agenda Item: 8.1

TO: Board of Trustees
FROM: Superintendent
PREPARED BY: Jack Mahrt/Nancy Siu
SUBJECT: Hold Public Hearing at 6:45 p.m. on Gann Spending Limit –
Adopt Resolution #2004/2005-09

In accordance with the California Education Code, a public hearing is to be held prior to the adoption of Resolution # 2004/2005-09 Gann Spending Limit.

The public hearing regarding the Gann Spending Limit will be held on September 16, 2004 at 6:45 p.m.

The Gann Amendment limits the growth rate of income for state and local governments including school districts. Each year, school districts and other agencies affected by the Amendment must calculate their Appropriations Limit for the coming year. There is no direct relationship between the figures, which appear in the calculations of the Gann Limitation and other 2004/2005 budget data since the calculation deals exclusively with proceeds of taxes.

A copy of the calculation worksheets is attached. Also attached is a resolution establishing the District's 2004/05 Appropriations Limit.

FINANCIAL IMPACT:
Not Applicable

FUNDING SOURCE:
Not Applicable

RECOMMENDATION:

It is recommended the Board of Trustees holds a public hearing and adopt Resolution 2004/2005-09 establishing Appropriations Limit for 2004/05.

EAST SIDE UNION HIGH SCHOOL DISTRICT

**RESOLUTION # 2004/2005-09
ESTABLISHING 2004/05 APPROPRIATIONS LIMIT**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2003-04 fiscal year and a projected Gann Limit for the 2004-05 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2003-04 and 2004-05 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2003-04 and 2004-05 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED by the Board of Trustees of the East Side Union High School District at a meeting held on September 16, 2004, by the following vote:

AYES: ___
NOES: ___
ABSENT: ___

I, _____ President of the Board of Trustees of the East Side Union High School District in Santa Clara County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the Board at a meeting thereof held at its regular place of meeting on September 16, 2004, and by the vote above stated, which resolution is on file in the office of said Board.

President of the Board

EAST SIDE UNION HIGH SCHOOL DISTRICT

Board Meeting of September 16, 2004
Agenda Item: 8.2

TO: Board of Trustees
FROM: Superintendent
PREPARED BY: Jack Mahrt/Nancy Siu
SUBJECT: 2003/04 Unaudited Actual Budget Report

The 2004/05 Budget, adopted June 17, 2004, included the Estimated Ending Balance for 2003/04, \$5,301,452. The books for 2003/04 have been closed. Actual incomes and expenditures have been recorded and revised as necessary. The Unaudited Ending Balance for 2003/04 is reduced by \$1,309,343. The reduction is the result of 88 decreases in ADA, \$324,241, decrease in income from Morgan Hart of \$449,477, increase in Transportation encroachment of \$385,811, increase in Child Nutrition Services encroachment of \$112,070, and the balance of \$37,744 is the result of other increases in expenditures.

The Unaudited Ending Balance will be audited and revisions, as necessary, will be finalized through the external fiscal audit process scheduled to be completed in December, 2004 and submitted to the Board in January, 2005.

FINANCIAL IMPACT:

Decrease to the 2003/04 General Fund – Unrestricted Ending Balance of \$1,309,343.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the 2003/04 Unaudited Actual Budget Report as presented.

EAST SIDE UNION HIGH SCHOOL DISTRICT

RESOLUTION #2004/2005-11

In Support of the Creation of the Opportunity for Teaching and Learning Index (SB 1419 – Vasconcellos)

WHEREAS, the State of California's school accountability programs consists of the

Intervention/Underperforming Schools Program (IIUSP), and the High Achieving/Improving Schools Program (California State Education Code 52051); and,

WHEREAS, the API, as currently developed, consists solely of scores of students' performance on standardized tests; and,

WHEREAS, the State publishes a schools' API and ranks it against other schools in the State; and,

WHEREAS, the continuing and unrelenting push by the State to hold students and teachers accountable for test scores must be coupled with a corresponding commitment to give students and teachers a fair opportunity for teaching and learning; and,

WHEREAS, all students, including low-income students of color and immigrant students, have a Constitutional right to equal access to basic opportunities to learn; and,

WHEREAS, a true accountability system is one that measures input, as well as outcomes, and holds all actors accountable for their respective roles; and,

WHEREAS, Senator John Vasconcellos has introduced SB 1419 to allow the public to hold the State accountable for providing basic opportunity to learn and teach, including:

- The number of fully and properly credentialed teachers employed at the school.
- The number of classrooms at the school in which teachers are not fully and properly credentialed.
- The degree to which teachers of English language learners hold an appropriate credential authorization for English language development, specially designed academic instruction delivered in English or content instruction delivered in the primary language.
- The average number of years teachers have been teaching in the school and the average number of years teachers have been teaching since becoming fully and properly credentialed.
- The availability of adequate and in appropriate instructional materials at the school.

- They physical condition and maintenance of the school facilities and the extent to which pupil population exceeds the school capacity.
- The availability of counseling and academic advising at the school.
- The availability and adequacy of high-quality postsecondary preparatory, vocational education and honors courses for pupils in secondary school grades.

WHEREAS, a 2002 telephone survey by pollster Lou Harris asked over 1,000 teachers about conditions and opportunities for learning and teaching in their schools and resulted in these findings:

- One in five schools has a critical mass of teachers who lack full credentials.
- One in three teachers does not have enough textbooks to send home with students for homework.
- One in three teachers reports teaching in classrooms that are too hot or cold.
- 27% of teachers work in schools where there are cockroaches, rats or mice.
- In 17% of schools, student bathrooms are not working or are closed.

WHEREAS, SB 1419 is supported by numerous organizations throughout California, such as: Public Advocates, Inc., Achievement Council, CA ACORN, Californians for Justice, MALDEF, Asian/Pacific Islander Youth Promoting Advocacy and Leadership, CAFE, CA Assn. of School Counselors, CA Assn. of Student Councils, CA Council on Teacher Education, Californians Together Coalition, Civil Rights Committee of the National Lawyers Guild, SF Chapter, Coalition for Education Justice Education Trust-West National Council of La Raza, Parent Institute for Quality Education and Parents for Unity; and,

WHEREAS, East Side Union High School District stakeholders, like the rest of California, will benefit from the creation and publication by the State of an OTL Index by knowing the conditions in individual schools and using the information to hold the State accountable for providing basic opportunity to learn resources.

NOW, THEREFORE BE RESOLVED that the Board of Education of the East Side Union High School District endorses the passage of Senate Bill 1419 and directs the Superintendent to communicate the District's position to our elected representatives, the twenty (20) largest school districts throughout the State, the news media, ESUHSD parents, students, teachers and staff, as appropriate.

PASSED AND ADOPTED by the Board of Trustees of the East Side Union High School District at a meeting held on September 16, 2004, by the following vote:

AYES: ___

NOES: ___

ABSENT: ___

I, _____ President of the Board of Trustees of the East Side Union High School District in Santa Clara County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the Board at a meeting thereof held at its regular place of meeting on September 16, 2004, and by the vote above stated, which resolution is on file in the office of said Board.

President of the Board

EAST SIDE UNION HIGH SCHOOL DISTRICT

RESOLUTION #2004/2005-12

Resolution in support of San Jose Measure S

WHEREAS, 70% of all books and materials and 20% of staffing in the San Jose Public Library System are paid for by Benefit Assessment District Funding that expires at the end of 2004; and,

WHEREAS, San Jose Public Libraries are more popular than ever, with nearly 7 million visitors and record circulation, which has jumped by 108% over the past five years, with the average resident checking out 15 books each year, more than double the Bay Area average; and,

WHEREAS, San Jose is in the midst of a massive effort to renovate 14 existing branch libraries and add six new branches, and without continuation of the assessment, these branches are in danger of having empty shelves, severely reduced hours, and fewer children's reading programs; and,

WHEREAS, Measure S on the November 2, 2004, ballot is a Parcel Tax, in the same amount as the expiring Benefit Assessment, that would replace the crucial funding for neighborhood libraries;

NOW, THEREFORE BE RESOLVED that our School Board endorses Measure S and encourages voters to support it on election day, thus continuing their strong support of neighborhood libraries.

PASSED AND ADOPTED by the Board of Trustees of the East Side Union High School District at a meeting held on September 16, 2004, by the following vote:

AYES: ___

NOES: ___

ABSENT: ___

I, _____ President of the Board of Trustees of the East Side Union High School District in Santa Clara County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the Board at a meeting thereof held at its regular place of meeting on September 16, 2004, and by the vote above stated, which resolution is on file in the office of said Board.

President of the Board

**EAST SIDE UNION HIGH SCHOOL DISTRICT
PO'S FROM AUGUST 6, 2004 TO SEPTEMBER 3, 2004
BOARD MEETING, SEPTEMBER 16, 2004
AGENDA, ITEM 9.1
ATTACHMENT A**

P.O.#	VENDOR NAME	DESCRIPTION	SITE NAMES	AMOUNT
FUND 3 - GENERAL UNRESTRICTED				
ANDREW HILL HIGH SCHOOL				
501215	HORIZON	CUSTODIAL MATERIALS	ANDREW HILL	151.18
501334	STAPLES	OFFICE SUPPLIES	ANDREW HILL	300.00
501486	SAVIN CORPORATION	MAINTENANCE AGREEMENT-COPIER	ANDREW HILL	460.80
501384	OFFICE DEPOT BUSINESS SVCS	SCIENCE SUPPLIES	ANDREW HILL	911.90
501158	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	ANDREW HILL	948.27
501157	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	ANDREW HILL	1,071.68
501185	DELL COMPUTER CORP	COMPUTER	ANDREW HILL	1,997.21
500847	CPO LIMITED	MAINTENANCE AGREEMENT-COPIER	ANDREW HILL	2,251.67
501114	SAN JOSE CITY OF - TREASURY	SEWER SANITARY SERVICE 2004/05	ANDREW HILL	5,137.00
501127	WASTE MANAGEMENT	SCAVENGER SERVICE 2004/05	ANDREW HILL	9,490.00
501080	PG & E	GAS SERVICES 2004/05	ANDREW HILL	28,928.00
500930	SAN JOSE WATER COMPANY	WATER SERVICE 2004/05	ANDREW HILL	30,901.00
501081	PG & E	ELECTRIC SERVICES 2004/05	ANDREW HILL	215,807.00
TOTAL FUND 3 - ANDREW HILL HIGH SCHOOL				298,355.71
APOLLO HIGH SCHOOL				
501345	OCE-USA INC	MAINTENANCE AGREEMENT-COPIER	APOLLO	2,931.00
TOTAL FUND 3 - APOLLO HIGH SCHOOL				2,931.00
EVERGREEN VALLEY HIGH SCHOOL				
501125	SAN JOSE CITY OF - TREASURY	SEWER SANITARY SERVICE 2004/05	EVERGREEN	1,887.00
501138	WASTE MANAGEMENT	SCAVENGER SERVICE 2004/05	EVERGREEN	6,012.00
501111	SAN JOSE MUNICIPAL WATER SYS.	WATER SERVICES 2004/05	EVERGREEN	26,511.00
501104	PG & E	GAS SERVICES 2004/05	EVERGREEN	43,312.00
501105	PG & E	ELECTRIC SERVICES 2004/05	EVERGREEN	378,952.00
TOTAL FUND 3 - EVERGREEN VALLEY HIGH SCHOOL				456,674.00
FOOTHILL HIGH SCHOOL				
501113	SAN JOSE CITY OF - TREASURY	SEWER SANITARY SERVICE 2004/05	FOOTHILL	538.00
501126	WASTE MANAGEMENT	SCAVENGER SERVICE 2004/05	FOOTHILL	2,778.00
501079	PG & E	GAS SERVICES 2004/05	FOOTHILL	5,599.00
500924	SAN JOSE WATER COMPANY	WATER SERVICE FOR 2004/05	FOOTHILL	14,301.00
501078	PG & E	ELECTRIC SERVICES 2004/05	FOOTHILL	52,693.00
TOTAL FUND 3 - FOOTHILL HIGH SCHOOL				75,909.00
GENESIS HIGH SCHOOL				
501443	UNITED PUBLISHING ASSOCIATION	PUBLISHING /2YEAR LISTING	GENESIS	379.00
TOTAL FUND 3 - GENESIS				379.00
INDEPENDENCE HIGH SCHOOL				
501380	RISO INC	SERVICE/COPIER	INDEPENDENCE	150.00
501317	TEACHER'S VIDEO COMPANY	SCIENCE MATERIALS	INDEPENDENCE	156.14
501320	SCIENCE KIT & BOREAL LAB	SCIENCE MATERIALS	INDEPENDENCE	185.75
501346	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-FAX MACH	INDEPENDENCE	221.91
501347	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-FAX MACH	INDEPENDENCE	221.91
501359	FISHER SCIENCE EDUCATION	SCIENCE MATERIALS	INDEPENDENCE	282.53
501348	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	INDEPENDENCE	297.69
501374	XEROX CORPORATION	COPIER SERVICE	INDEPENDENCE	400.00
501194	SCIENCE KIT & BOREAL LAB.	SCIENCE MATERIALS	INDEPENDENCE	457.19
501250	STAPLES	OFFICE SUPPLIES	INDEPENDENCE	500.00
501318	NASCO SCIENCE MODESTO	SCIENCE MATERIALS	INDEPENDENCE	533.33
501319	WARDS NATURAL SCIENCE	SCIENCE MATERIALS	INDEPENDENCE	557.78
501416	DEMCO INC.	LIBRARY MATERIALS	INDEPENDENCE	837.41
501323	SARGENT-WELCH/CENCO	SCIENCE MATERIALS	INDEPENDENCE	846.33
501321	FISHER SCIENCE EDUCATION	SCIENCE MATERIALS	INDEPENDENCE	930.12
501176	WARDS NATURAL SCIENCE	SCIENCE MATERIALS	INDEPENDENCE	999.00
501195	ASSOCIATED STUDENT BODY	ATHLETIC SUPPLIES	INDEPENDENCE	1,045.00
501281	GOPHER SPORT	CLASSROOM SUPPLIES	INDEPENDENCE	1,053.59
501326	FLINN SCIENTIFIC INC	SCIENCE MATERIALS	INDEPENDENCE	1,114.37
501306	SAFEWAY STORES	CLASSROOM SUPPLIES	INDEPENDENCE	1,200.00
501282	CANNON SPORTS	CLASSROOM SUPPLIES	INDEPENDENCE	1,454.28
500197	STAPLES	OFFICE SUPPLIES	INDEPENDENCE	2,000.00
501193	ASSOCIATED STUDENT BODY	ATHLETIC SUPPLIES	INDEPENDENCE	2,000.00
501188	SARGENT-WELCH/CENCO	SCIENCE MATERIALS	INDEPENDENCE	2,441.83
501192	BIO-RAD LABORATORIES	INSTRUCTIONAL MATERIALS	INDEPENDENCE	3,829.34
501375	SANTA CLARA UNIFIED SCH DIST	PAYROLL EXPENSE REIMBURSEMENT	INDEPENDENCE	11,083.96
501136	WASTE MANAGEMENT	SCAVENGER SERVICE 2004/05	INDEPENDENCE	25,924.00
501100	PG & E	GAS SERVICES 2004/05	INDEPENDENCE	28,227.00
501123	SAN JOSE CITY OF - TREASURY	SEWER SANITARY SERVICE 2004/05	INDEPENDENCE	33,575.00
500577	OCE-USA INC	MAINTENANCE AGREEMENT-COPIER	INDEPENDENCE	40,072.92
501106	ABAG POWER PURCHASING POOL	NATURAL GAS 2004/05	INDEPENDENCE	124,045.00
500944	SAN JOSE WATER COMPANY	WATER SERVICE 2004/05	INDEPENDENCE	124,279.00
500945	ABAG POWER PURCHASING POOL	NATURAL GAS SERVICE 2004/05	INDEPENDENCE	144,000.00
501101	PG & E	ELECTRIC SERVICES 2004/05	INDEPENDENCE	593,123.00
TOTAL FUND 3 - INDEPENDENCE HIGH SCHOOL				1,148,045.38
JAMES LICK HIGH SCHOOL				

P.O.#	VENDOR NAME	DESCRIPTION	SITE NAMES	AMOUNT
500933	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-FAX MACH	JAMES LICK	221.91
500934	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-FAX MACH	JAMES LICK	221.91
500935	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-FAX MACH	JAMES LICK	221.91
500987	ACME & SONS SANITATION	RENTAL/SUMMER GRADUATION	JAMES LICK	433.00
500988	BEL-AIRE PRODUCTIONS INC	SOUND SYSTEM/SUMMER GRADUATION	JAMES LICK	700.00
501395	KENPO ELECTRONICS	MAINTENANCE AGREEMENT-COPIER	JAMES LICK	1,000.00
500947	WILLIAMS PARTY RENTALS	RENTAL-CHAIRS SUMMER GRADUATION	JAMES LICK	1,097.66
500643	INK-WELL PRINTERS	PRINTING SERVICES	JAMES LICK	1,300.00
501084	PG & E	ELECTRIC SERVICES 2004/05	JAMES LICK	2,000.00
501343	XEROX CORPORATION	LEASE-COPIER	JAMES LICK	3,310.79
501115	SAN JOSE CITY OF - TREASURY	SEWER SANITARY SERVICE 2004/05	JAMES LICK	7,443.00
501128	WASTE MANAGEMENT	SCAVENGER SERVICE 2004/05	JAMES LICK	7,962.00
501082	PG & E	GAS SERVICES 2004/05	JAMES LICK	33,708.00
500931	SAN JOSE WATER COMPANY	WATER SERVICE 2004/05	JAMES LICK	38,088.00
501083	PG & E	ELECTRIC SERVICES 2004/05	JAMES LICK	189,233.00
TOTAL FUND 3 - JAMES LICK HIGH SCHOOL				286,941.18
MT PLEASANT HIGH SCHOOL				
500981	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-FAX MACH	MT. PLEASANT	221.91
501382	TURF AND INDUSTRIAL EQUIPMENT	REPAIRS/ LAWNMOWER	MT. PLEASANT	1,003.50
501316	TECOGEN	MAINTENANCE MATERIALS	MT. PLEASANT	4,043.20
501116	SAN JOSE CITY OF - TREASURY	SEWER SANITARY SERVICE 2004/05	MT. PLEASANT	8,015.00
501129	WASTE MANAGEMENT	SCAVENGER SERVICE 2004/05	MT. PLEASANT	12,177.00
501085	PG & E	GAS SERVICES 2004/05	MT. PLEASANT	44,510.00
500932	SAN JOSE WATER COMPANY	WATER SERVICE 2004/05	MT. PLEASANT	57,814.00
501086	PG & E	ELECTRIC SERVICES 2004/05	MT. PLEASANT	251,734.00
TOTAL FUND 3 - MT PLEASANT HIGH SCHOOL				379,518.61
OAK GROVE HIGH SCHOOL				
501054	JOSTENS INC.	GRADUATION SUPPLIES	OAK GROVE	60.00
501492	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-FAX	OAK GROVE	221.91
501493	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-FAX	OAK GROVE	221.91
501009	HART FLOORING	MAINTENANCE SERVICES	OAK GROVE	1,000.00
501421	KB SERVICE	*MAINTENANCE-ELEVATOR 8/26/04	OAK GROVE	1,100.00
501055	ORCHARD SUPPLY HARDWARE	CUSTODIAL SUPPLIES	OAK GROVE	2,000.00
501132	WASTE MANAGEMENT	SCAVENGER SERVICE 2004/05	OAK GROVE	15,710.00
501119	SAN JOSE CITY OF - TREASURY	SEWER SANITARY SERVICE 2004/05	OAK GROVE	17,671.00
501092	PG & E	GAS SERVICES 2004/05	OAK GROVE	26,336.00
501109	GREAT OAKS WATER COMPANY	WATER SERVICES 2004/05	OAK GROVE	44,049.00
501093	PG & E	ELECTRIC SERVICES 2004/05	OAK GROVE	381,260.00
TOTAL FUND 3 - OAK GROVE HIGH SCHOOL				489,629.82
PEGASUS HIGH SCHOOL				
501420	MILLIGAN NEWS COMPANY INC	CLASSROOM MATERIALS	PEGASUS	226.37
TOTAL FUND 3 - PEGASUS HIGH SCHOOL				226.37
PHOENIX HIGH SCHOOL				
501308	JOSTENS INC.	DIPLOMAS	PHOENIX	173.68
TOTAL FUND 3 - PHOENIX HIGH SCHOOL				173.68
PIEDMONT HILLS HIGH SCHOOL				
501491	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	PIEDMONT HILLS	118.53
501172	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	PIEDMONT HILLS	4,172.39
501118	SAN JOSE CITY OF - TREASURY	SEWER SANITARY SERVICE 2004/05	PIEDMONT HILLS	7,833.00
501131	WASTE MANAGEMENT	SCAVENGER SERVICE 2004/05	PIEDMONT HILLS	9,429.00
501275	ROBERT OBERDICK	SCOREBOARD	PIEDMONT HILLS	12,808.40
501171	OCE-USA INC	MAINTENANCE AGREEMENT-COPIERS	PIEDMONT HILLS	19,985.40
501091	PG & E	GAS SERVICES 2004/05	PIEDMONT HILLS	36,218.00
500940	SAN JOSE WATER COMPANY	WATER SERVICE 2004/05	PIEDMONT HILLS	55,886.00
501090	PG & E	ELECTRIC SERVICES 2004/05	PIEDMONT HILLS	247,550.00
TOTAL FUND 3 - PIEDMONT HILLS HIGH SCHOOL				394,000.72
SANTA TERESA HIGH SCHOOL				
501240	STRINGER BUSINESS SYSTEMS INC	MAINTENANCE AGREEMENT-COPIER	SANTA TERESA	295.98
501251	ORCHARD SUPPLY HARDWARE	MAINTENANCE SUPPLIES	SANTA TERESA	500.00
500980	BARAJAS BROTHERS DRYWALL	MAINTENANCE SERVICES	SANTA TERESA	725.00
501253	BOYD AUDIO-VISUAL SERVICE	AV MATERIALS	SANTA TERESA	800.00
501252	AJ GOLF CAR CENTER	SECURITY CART REPAIR	SANTA TERESA	1,500.00
501214	RENAISSANCE LEARNING INC	ADMIN. MATERIALS	SANTA TERESA	1,675.71
501196	PAUL BUNYAN TREE SERVICE	TREE SERVICE	SANTA TERESA	2,400.00
501254	FOLGER GRAPHICS INC	PRINTING SCHOOL NEWSPAPER	SANTA TERESA	4,500.00
501137	WASTE MANAGEMENT	SCAVENGER SERVICE 2004/05	SANTA TERESA	10,817.00
501124	SAN JOSE CITY OF - TREASURY	SEWER SANITARY SERVICE 2004/05	SANTA TERESA	18,960.00
501110	GREAT OAKS WATER COMPANY	WATER SERVICES 2004/05	SANTA TERESA	43,134.00
501102	PG & E	GAS SERVICES 2004/05	SANTA TERESA	67,964.00
501103	PG & E	ELECTRIC SERVICES 2004/05	SANTA TERESA	292,297.00
TOTAL FUND 3 - SANTA TERESA HIGH SCHOOL				445,568.69
SILVER CREEK HIGH SCHOOL				
501361	SCIENCE KIT & BOREAL LAB	SCIENCE MATERIALS	SILVER CREEK	25.72
501208	SCIENCE KIT & BOREAL LAB	SCIENCE MATERIALS	SILVER CREEK	31.72
500953	WARDS NATURAL SCIENCE	SCIENCE SUPPLIES	SILVER CREEK	76.30
501444	AMERICA'S TONER	COUNSELING MATERIALS	SILVER CREEK	205.65
500957	WARDS NATURAL SCIENCE	SCIENCE SUPPLIES	SILVER CREEK	205.72
501360	FISHER SCIENCE EDUCATION	SCIENCE MATERIALS	SILVER CREEK	231.11
500951	ORCHARD SUPPLY HARDWARE	MISC. SUPPLIES	SILVER CREEK	300.00
500950	SAFEWAY	MISC. SUPPLIES	SILVER CREEK	400.00
501438	ORCHARD SUPPLY HARDWARE	CUSTODIAL SUPPLIES	SILVER CREEK	500.00

*BOARD APPROVED

P.O.#	VENDOR NAME	DESCRIPTION	SITE NAMES	AMOUNT
500952	DAIGGER	INSTRUCTIONAL SUPPLIES	SILVER CREEK	625.41
501358	SARGENT-WELCH/CENCO	SCIENCE MATERIALS	SILVER CREEK	3,392.12
501121	SAN JOSE CITY OF - TREASURY	SEWER SANITARY SERVICE 2004/05	SILVER CREEK	8,915.00
501134	WASTE MANAGEMENT	SCAVENGER SERVICE 2004/05	SILVER CREEK	14,163.00
501112	SAN JOSE MUNICIPAL WATER SYS.	WATER SERVICES 2004/05	SILVER CREEK	65,464.00
501097	PG & E	GAS SERVICES 2004/05	SILVER CREEK	67,196.00
501096	PG & E	ELECTRIC SERVICES 2004/05	SILVER CREEK	255,695.00
TOTAL FUND 3 - SILVER CREEK HIGH SCHOOL				417,426.75
W.C. OVERFELT HIGH SCHOOL				
501400	TARGET	SCIENCE MATERIALS	W.C. OVERFELT	150.00
500937	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-FAX MACH	W.C. OVERFELT	221.91
501285	COSTCO	MISC. SUPPLIES	W.C. OVERFELT	300.00
501283	SAFeway STORES	MISC. SUPPLIES	W.C. OVERFELT	500.00
501401	3M LIBRARY SYSTEMS	LIBRARY SECURITY SYSTEM M/A	W.C. OVERFELT	811.88
500936	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	W.C. OVERFELT	948.27
501350	IDVILLE	LANYARDS/STUDENT SAFETY	W.C. OVERFELT	1,331.06
500938	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	W.C. OVERFELT	1,580.45
501167	CLARENCE M SAVAGE	MUSICAL INSTRUMENTS REPAIRS	W.C. OVERFELT	2,000.00
501130	WASTE MANAGEMENT	SCAVENGER SERVICE 2004/05	W.C. OVERFELT	8,708.00
501117	SAN JOSE CITY OF - TREASURY	SEWER SANITARY SERVICE 2004/05	W.C. OVERFELT	11,599.00
501088	PG & E	GAS SERVICES 2004/05	W.C. OVERFELT	24,293.00
500939	SAN JOSE WATER COMPANY	WATER SERVICE 2004/05	W.C. OVERFELT	59,896.00
501087	PG & E	ELECTRIC SERVICES 2004/05	W.C. OVERFELT	272,572.00
TOTAL FUND 3 - W.C.OVERFELT HIGH SCHOOL				384,911.57
YERBA BUENA HIGH SCHOOL				
501305	JOSTENS INC.	DIPLOMAS	YERBA BUENA	50.00
500968	OFFICE DEPOT BUSINESS SVCS	OFFICE SUPPLIES	YERBA BUENA	164.45
500965	AJ GOLF CAR CENTER	SECURITY CARTS REPAIRS	YERBA BUENA	500.00
500995	INK-WELL PRINTERS	PRINTING SERVICES	YERBA BUENA	500.00
501183	STRINGER BUSINESS SYSTEMS INC	MAINTENANCE AGREEMENT-COPIER	YERBA BUENA	540.93
500966	BOYD AUDIO-VISUAL SERVICE	AV EQUIPMENT REPAIRS	YERBA BUENA	600.00
501198	ORCHARD SUPPLY HARDWARE	CUSTODIAL SUPPLIES	YERBA BUENA	600.00
501179	XEROX CORPORATION	MAINTENANCE AGREEMENT-COPIER	YERBA BUENA	672.00
501186	XEROX CORPORATION	MAINTENANCE AGREEMENT-COPIER	YERBA BUENA	672.00
501181	XEROX CORPORATION	MAINTENANCE AGREEMENT-COPIER	YERBA BUENA	744.00
500963	FONTAINE GLASS	WINDOW REPAIRS	YERBA BUENA	1,400.00
500964	ACCU PRINT	PRINTING	YERBA BUENA	1,500.00
501413	RACO INDUSTRIES	OFFICE MATERIALS	YERBA BUENA	2,583.05
500967	CONTINENTAL ATHLETIC SUPPLY	RECONDITIONING/ ATHLETIC EQUIP	YERBA BUENA	6,000.00
501122	SAN JOSE CITY OF - TREASURY	SEWER SANITARY SERVICE 2004/05	YERBA BUENA	8,168.00
501135	WASTE MANAGEMENT	SCAVENGER SERVICE 2004/05	YERBA BUENA	11,222.00
501098	PG & E	GAS SERVICES 2004/05	YERBA BUENA	58,377.00
500943	SAN JOSE WATER COMPANY	WATER SERVICE 2004/05	YERBA BUENA	60,534.00
501099	PG & E	ELECTRIC SERVICES 2004/05	YERBA BUENA	211,243.00
TOTAL FUND 3 - YERBA BUENA HIGH SCHOOL				366,070.43
BUSINESS SERVICES				
501394	CALTRONICS BUSINESS SYSTEMS	COPIER SERVICE	BUSINESS SVCS	8.86
501004	BI-RITE	SUPPLIES FOR WAREHOUSE	BUSINESS SVCS	306.82
501393	PIONEER STATIONERS INC.	OFFICE SUPPLIES FOR WHSE	BUSINESS SVCS	376.71
501236	WEST-LITE SUPPLY CO. INC.	LIGHTS FOR WHSE	BUSINESS SVCS	771.77
501226	LAUDER PHOTOGRAPHIC INC.	PHOTOGRAPHY SUPPLIES	BUSINESS SVCS	1,658.39
501232	PIONEER CHEMICAL CO	CUSTODIAL SUPPLIES FOR WHSE	BUSINESS SVCS	1,852.37
501228	CANNON SPORTS	ATHLETIC SUPPLIES	BUSINESS SVCS	2,009.03
501227	MBM HENRY SCHEIN INC	HEALTH SUPPLIES FOR WAREHOUSE	BUSINESS SVCS	2,329.99
501419	SCHOOL SERVICES OF CALIFORNIA	*FISCAL BUDGET SVCS, 8/26/04	BUSINESS SVCS	2,340.00
501231	GUARDIAN/HILLYARD	CUSTODIAL SUPPLIES FOR WHSE	BUSINESS SVCS	2,404.02
501435	TUFT'S OFFICE SUPPLY INC.	OFFICE SUPPLIES	BUSINESS SVCS	2,553.31
501229	SAX ARTS & CRAFTS	ATHLETIC SUPPLIES	BUSINESS SVCS	3,014.20
501230	CALIFORNIA JANITORIAL SUPPLY	CUSTODIAL SUPPLIES FOR WHSE	BUSINESS SVCS	3,251.83
501417	SANTA CLARA COUNTY OFC OF EDUC	*PERS/STRS PROCESS, 8/26/04	BUSINESS SVCS	3,467.00
501065	XPEDX-KIRK	NCR PAPER/REPRO	BUSINESS SVCS	3,897.00
501235	VANTAGE LIGHTING	LAMPS FOR WHSE	BUSINESS SVCS	4,519.87
501234	UNITED JANITORIAL SUPPLY CO	CUSTODIAL SUPPLIES FOR WHSE	BUSINESS SVCS	9,083.26
500718	RELIZON COMPANY	ENVELOPES FOR WHSE	BUSINESS SVCS	9,474.58
501003	NCS PEARSON	SUPPLIES FOR WAREHOUSE	BUSINESS SVCS	11,820.90
500565	IKON FINANCIAL SERVICES	LEASE/ REPRO COPIER	BUSINESS SVCS	17,574.32
500828	PIONEER STATIONERS INC.	OFFICE SUPPLIES FOR WHSE	BUSINESS SVCS	19,908.56
501233	UNISOURCE MAINTENANCE SUPPLY	CUSTODIAL SUPPLIES FOR WHSE	BUSINESS SVCS	29,437.36
500827	TUFT'S OFFICE SUPPLY INC.	OFFICE SUPPLIES FOR WHSE	BUSINESS SVCS	38,387.00
TOTAL FUND 3 - BUSINESS SERVICES				170,447.15
EDUCATION CENTER				
500927	CALENDARS	CALENDAR 2005	ED CENTER	54.18
501383	OFFICE DEPOT BUSINESS SVCS	OFFICE SUPPLIES	ED CENTER	246.44
501175	NCS PEARSON	SCANNER MAINTENANCE AGREEMENT	ED CENTER	288.00
500956	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	ED CENTER	379.31
501425	MONTAGUE STEDMAN	*COACHING CERT CLASS, 8/26/04	ED CENTER	1,000.00
501120	SAN JOSE CITY OF - TREASURY	SEWER SANITARY SERVICE 2004/05	ED CENTER	3,427.00
501032	AT&T	CALNET FINGER PRINT DATA SVCS	ED CENTER	3,480.00
501284	POSITIVE ACTION TO SCHOOL	*COMMUNITY SUSPENSION PRG,	ED CENTER	4,622.64
501422	DIVERSIFIED FIRE PRODUCTS INC	FIRE ALARM PARTS	ED CENTER	5,000.00
501427	ACUFACTS	ALARM RESPONSE SERVICE	ED CENTER	5,000.00
501426	LINDY BONETTI	*CPR & FIRST AID CERT, 8/26/04	ED CENTER	11,000.00
501498	GOVERNMENT FINANCIAL	*2004/05 TAX/REV SVCS, 8/26/04	ED CENTER	12,200.00
501133	WASTE MANAGEMENT	SCAVENGER SERVICE 2004/05	ED CENTER	12,342.00

*BOARD APPROVED

P.O.#	VENDOR NAME	DESCRIPTION	SITE NAMES	AMOUNT
501035	SBC/MCI	CALNET LONG DISTANCE- 2004/05	ED CENTER	22,650.00
501095	PG & E	GAS SERVICES 2004/05	ED CENTER	23,318.00
501342	XEROX CORPORATION	MAINTENANCE AGREEMENT-COPIER	ED CENTER	51,920.00
501033	SBC/MCI	CALNET TELEPHONE SVCS 2004/05	ED CENTER	174,968.00
501094	PG & E	ELECTRIC SERVICES 2004/05	ED CENTER	212,376.00
501034	SBC/MCI	CALNET TELEPHONE SVCS 2004/05	ED CENTER	331,875.00
501036	SBC INTERNET SERVICES	CALNET INTERNET SVCS 2004/05	ED CENTER	699,957.08
TOTAL FUND 3 - EDUCATION CENTER				1,576,103.65
EDUCATIONAL SERVICES				
501291	COMPUTERLAND OF SILICON VALLEY	THINKPAD, ADAPTOR	ED SVCS	70.36
501258	VENTURE FOURTH	MAINTENANCE AGREEMENT/PRINTER	ED SVCS	178.00
501418	COLLEGE BOARD	TESTING MATERIALS	ED SVCS	200.00
501332	SAFeway STORES	MISC SUPPLIES	ED SVCS	250.00
501337	XPEDX	OFFICE SUPPLIES	ED SVCS	250.00
501243	GUITAR SHOWCASE	MUSIC SERVICES	ED SVCS	300.00
501247	KAMIMOTO & CAO STRING INSTRUM	REPAIR STRING INSTRUMENTS	ED SVCS	500.00
501333	STAPLES	OFFICE SUPPLIES	ED SVCS	500.00
501225	MUSICIAN SERVICE CENTER	BAND EQUIPMENT REPAIRS	ED SVCS	1,000.00
501242	LEMMON PERCUSSION	REPAIR BAND EQUIPMENT	ED SVCS	1,000.00
501244	A 440 PIANO TUNING & REPAIR	TUNE DISTRICT PIANOS	ED SVCS	1,000.00
501245	BRONSTEIN MUSIC	REPAIR OF BAND INSTRUMENTS	ED SVCS	1,000.00
501246	A SHARP PIANO TUNER	TUNE DISTRICT PIANOS	ED SVCS	1,000.00
501209	CTB/MCGRAW HILL PUBLISHERS	CELDT TESTING	ED SVCS	2,626.90
500925	NCS PEARSON	SCANTRON SHEETS FOR TESTING	ED SVCS	3,422.87
501414	NORTHWEST EVALUATION ASSOC	*TESTING LICENSE FEE, 8/26/04	ED SVCS	50,000.00
TOTAL FUND 3 - EDUCATIONAL SERVICES				63,298.13
HUMAN RESOURCES				
501290	ANTIPASTOS	CATERING/PRINCIPAL INTERVIEW	HUMAN RESOURCES	41.47
500975	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	HUMAN RESOURCES	221.91
500960	SAFeway STORES	MISCELLANEOUS SUPPLIES	HUMAN RESOURCES	400.00
501015	CODESP	CONTRACTUAL FEES FOR 2003/04	HUMAN RESOURCES	1,750.00
500955	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	HUMAN RESOURCES	1,754.30
TOTAL FUND 3 - HUMAN RESOURCES				4,167.68
INFORMATION SYSTEMS				
501366	CITRIX	SOFTWARE MAINTENANCE	INFO SYSTEMS	96.00
501367	COMPUTERLAND OF SILICON VALLEY	SOFTWARE LICENSE	INFO SYSTEMS	136.67
501365	ACCUZIP INC	SOFTWARE MAINTENANCE	INFO SYSTEMS	137.39
501156	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-FAX	INFO SYSTEMS	221.91
501385	DELL COMPUTER CORP	COMPUTER EQUIPMENT	INFO SYSTEMS	251.35
500959	VERIZON WIRELESS MESSAGING SVC	PAGER SERVICES	INFO SYSTEMS	1,200.00
500906	ACCUZIP INC	SOFTWARE MAINTENANCE	INFO SYSTEMS	1,901.00
500907	CITRIX	SOFTWARE MAINTENANCE	INFO SYSTEMS	3,360.00
501063	REXEL DATACOM	OPERATION SUPPLIES	INFO SYSTEMS	5,000.00
501008	SYBARI SOFTWARE INC	LICENSES AND MAINTENANCE SUPPORT	INFO SYSTEMS	29,568.00
TOTAL FUND 3 - INFORMATION SYSTEMS				41,872.32
MAINTENANCE				
501481	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-FAX	MAINTENANCE	221.91
501479	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	MAINTENANCE	297.69
500976	PAUL BUNYAN TREE SERVICE	TREE CUTTING SERVICES	MAINTENANCE	1,200.00
501356	TELEPATH CORPORATION	SERVICE AGREEMENT RENEWAL	MAINTENANCE	1,200.00
501249	ELECTRICAL DISTRIBUTORS	MAINTENANCE MATERIALS	MAINTENANCE	1,202.22
501248	UNIVERSAL SPECIALTIES INC.	MAINTENANCE MATERIALS	MAINTENANCE	1,474.84
501069	SAFETY KLEEN	PICK UP SVCS OF CLEANING SOLV	MAINTENANCE	2,000.00
501331	CUMMINS WEST INC	MAINTENANCE AGREEMENT	MAINTENANCE	2,275.50
501049	UNITED RENTALS	MAINTENANCE EQUIPMENT RENTAL	MAINTENANCE	2,500.00
501389	SBC	COIN OPERATED TELEPHONE SERVICE	MAINTENANCE	2,900.00
500978	TURF AND INDUSTRIAL EQUIPMENT	MAINTENANCE MATERIALS	MAINTENANCE	3,193.38
500979	ACTION MAINTENANCE SYSTEMS	CLEAN RESTROOMS @ ALL SITES	MAINTENANCE	3,426.00
500929	SAN JOSE WATER COMPANY	WATER SERVICE 2004/05	MAINTENANCE	13,598.00
TOTAL FUND 3 - MAINTENANCE				35,489.54
SUPERINTENDENT				
501410	BUSINESS JOURNAL	SUBSCRIPTION/MEMBERSHIP	SUPERINTENDENT	42.95
501439	CALIFORNIA CITY SCHOOL SUPTS	REGISTRATION / CONFERENCE	SUPERINTENDENT	125.00
501354	SAN JOSE MERCURY NEWS	SUBSCRIPTION/NEWSPAPER	SUPERINTENDENT	147.78
500972	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	SUPERINTENDENT	221.91
500982	SAN JOSE MERCURY NEWS	NUevo MUNDO SCHOLARSHIPS	SUPERINTENDENT	1,000.00
500971	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	SUPERINTENDENT	1,422.41
501437	100 BLACK MEN OF SILICON VALLEY	ANNUAL AWARDS GALA	SUPERINTENDENT	2,400.00
501014	ACCREDITING COMMISSION	MEMBER-SECONDARY FEE 2004/05	SUPERINTENDENT	9,959.00
501441	ACCREDITING COMMISSION	SCHOOL VISITS/ EVALUATIONS	SUPERINTENDENT	10,000.00
TOTAL FUND 3 - SUPERINTENDENT				25,319.05
GRAND TOTAL FUND 3 - GENERAL UNRESTRICTED				7,063,459.43
FUND 5 - GENERAL FUND - SPECIAL EDUCATION				
INDEPENDENCE HIGH SCHOOL				
500916	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	INDEPENDENCE	297.69
TOTAL FUND 5 - INDEPENDENCE HIGH SCHOOL				297.69
MT. PLEASANT HIGH SCHOOL				
501503	SCHOLASTIC BOOK CLUBS INC	SCHOOL MAGAZINES	MT. PLEASANT	78.30

*BOARD APPROVED

P.O.#	VENDOR NAME	DESCRIPTION	SITE NAMES	AMOUNT
	TOTAL FUND 5 - MT. PLEASANT HIGH SCHOOL			78.30
OAK GROVE HIGH SCHOOL				
500914	HEALTH CARE INSTRUMENTS	AUDIOMETER PARTS	OAK GROVE	163.01
500790	LINGUI SYSTEMS INC	SPEECH AND LANG MATERIAL	OAK GROVE	275.82
	TOTAL FUND 5 - OAK GROVE HIGH SCHOOL			438.83
PIEDMONT HILLS HIGH SCHOOL				
500911	CREATION ENGINE	ACADEMIC SOFTWARE LICENSE	PIEDMONT HILLS	287.79
500912	DON JOHNSTON INC	ACADEMIC SOFTWARE - WRITING	PIEDMONT HILLS	397.09
	TOTAL FUND 5 - PIEDMONT HILLS HIGH SCHOOL			684.88
SANTA TERESA HIGH SCHOOL				
500909	XEROX CORPORATION	MAINTENANCE AGREEMENT-COPIER	SANTA TERESA	156.00
501056	SCHOLASTIC CLASSROOM MAGAZINES	MAGAZINES SUBSCRIPTION	SANTA TERESA	215.06
	TOTAL FUND 5 - SANTA TERESA HIGH SCHOOL			371.06
W.C.OVERFELT HIGH SCHOOL				
500917	ASSOCIATED STUDENT BODY - WCO	STUDENT GRADUATION EXPENSE	W.C. OVERFELT	350.00
501058	STANDARD BUSINESS MACHINES	CLASSROOM SUPPLIES	W.C. OVERFELT	400.00
	TOTAL FUND 5 - W.C.OVERFELT HIGH SCHOOL			750.00
EDUCATION SERVICES				
500915	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT- FAX	ED SVCS	221.91
500970	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	ED SVCS	513.65
501302	SI TECH	OFFICE MATERIALS	ED SVCS	1,840.25
500974	GE CAPITAL	LEASE AGREEMENT-COPIER	ED SVCS	3,236.28
500973	DANKA OFFICE IMAGING	MAINTENANCE AGREEMENT-COPIER	ED SVCS	3,902.00
501256	OUTREACH	TRANSPORTATION SERVICES	ED SVCS	5,000.00
500969	LOVING HANDS HOME CARE SVCS	*PARAEDUCATOR SUB SVCS,6/17/04	ED SVCS	12,000.00
501292	MARY JO DARE	*SPEC ED SVCS, 8/26/04	ED SVCS	14,000.00
	TOTAL FUND 5 - EDUCATIONAL SERVICES			40,714.09
SPECIAL EDUCATION				
500910	QUINLAN PUBLISHING COMPANY	SUBSCRIPTION	SPECIAL ED	127.00
501477	SUPERIOR MACHINE AND SERVICE	SERVICE CALL	SPECIAL ED	275.00
501311	SHUPE AND FINKELSTEIN	LEGAL SERVICES	LEGAL SVCS	6,678.00
501456	EXCELSIOR YOUTH CENTERS INC	*NON PUBLIC SCHOOL SVC,8/26/04	SPECIAL ED	16,356.00
501484	HOPE REHABILITATION	*VOCATIONAL ASSESSMENT, 8/26/04	SPECIAL ED	28,000.00
501485	GOODWILL OF SANTA CLARA COUNTY	*WORK EXP FOR SPEC ED, 8/26/04	SPECIAL ED	50,000.00
501462	MORGAN CENTER	*NON PUBLIC SCHOOL SVC,8/26/04	SPECIAL ED	55,000.00
501458	PINE HILL SCHOOL	*NON PUBLIC SCHOOL SVC,8/26/04	SPECIAL ED	70,000.00
501457	PINNACLE ACADEMY	*NON PUBLIC SCHOOL SVC,8/26/04	SPECIAL ED	100,000.00
501502	STARLIGHT HIGH SCHOOL	*NON PUBLIC SCHOOL SVC,8/26/04	SPECIAL ED	100,000.00
501460	PACIFIC AUTISM CENTER F/EDUC	*NON PUBLIC SCHOOL SVC,8/26/04	SPECIAL ED	250,000.00
501464	BEACON SCHOOL/SC	*NON PUBLIC SCHOOL SVC,8/26/04	SPECIAL ED	300,000.00
501482	BEACON SCHOOL/OG	*NON PUBLIC SCHOOL SVC,8/26/04	SPECIAL ED	300,000.00
501463	BEACON SCHOOL	*NON PUBLIC SCHOOL SVC,8/26/04	SPECIAL ED	340,000.00
	TOTAL FUND 5 - SPECIAL EDUCATION			1,616,436.00
GRAND TOTAL FUND 5 - GENERAL FUND - SPECIAL EDUCATION				1,659,770.85
FUND 6 - GENERAL FUND - RESTRICTED				
ANDREW HILL HIGH SCHOOL				
501219	THOMSON LEARNING	CLASSROOM MATERIALS	ANDREW HILL	325.69
501262	KAPCO LIBRARY PRODUCTS	TEXTBOOK MATERIALS	ANDREW HILL	351.57
501218	PEARSON EDUCATION INC.	CLASSROOM MATERIALS	ANDREW HILL	462.18
500604	KETTMANN'S	COMMON DRESS / STUDENT BANK	ANDREW HILL	1,000.00
	TOTAL FUND 6 - ANDREW HILL HIGH SCHOOL			2,139.44
EAST SIDE CADET ACADEMY				
501447	STAPLES	OFFICE SUPPLIES	ESC ACADEMY	154.80
501315	DELL COMPUTER CORP	COMPUTER	ESC ACADEMY	2,716.86
501076	CALIFORNIA STATE MILITARY DEPT	MOA FOR CADET ACADEMY SCHOOL	ESC ACADEMY	143,000.00
	TOTAL FUND 6 - EAST SIDE CADET ACADEMY			145,871.66
EVERGREEN VALLEY HIGH SCHOOL				
501263	KAPCO LIBRARY PRODUCTS	TEXTBOOK MATERIALS	EVERGREEN	351.57
500954	SAMUEL FRENCH INC	DRAMA MATERIALS	EVERGREEN	814.16
501298	HOLT RINEHART WINSTON	TEXTBOOK MATERIALS	EVERGREEN	2,814.35
500094	PEOPLE'S PUBLISHING GROUP INC	TEXTBOOK MATERIALS	EVERGREEN	6,416.43
500096	GLENCOE PUBLISHING CO.	TEXTBOOK MATERIALS	EVERGREEN	9,545.31
	TOTAL FUND 6 - EVERGREEN VALLEY HIGH SCHOOL			19,941.82
FOOTHILL HIGH SCHOOL				
501143	COSTCO	CLASSROOM SUPPLIES	FOOTHILL	350.00
501144	COSTCO	CLASSROOM SUPPLIES	FOOTHILL	350.00
501145	COSTCO	CLASSROOM SUPPLIES	FOOTHILL	350.00
501147	COSTCO	CLASSROOM SUPPLIES	FOOTHILL	350.00
501148	COSTCO	CLASSROOM SUPPLIES	FOOTHILL	350.00
501149	COSTCO	CLASSROOM SUPPLIES	FOOTHILL	350.00
501146	ALL LASER SERVICE	PRINTER SUPPLIES	FOOTHILL	1,000.00
500986	APPLE COMPUTER INC.	COMPUTER EQUIPMENT	FOOTHILL	2,772.84
501150	FRY'S ELECTRONICS	MISCELLANEOUS SUPPLIES	FOOTHILL	3,000.00
501151	CARNEGIE LEARNING	SOFTWARE LICENSE RENWL 2004/05	FOOTHILL	3,600.00
	TOTAL FUND 6 - FOOTHILL HIGH SCHOOL			12,472.84

P.O.#	VENDOR NAME	DESCRIPTION	SITE NAMES	AMOUNT
INDEPENDENCE HIGH SCHOOL				
501397	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	INDEPENDENCE	94.83
501404	NAT'L BUSINESSWOMEN'S	BUSINESS MATERIALS	INDEPENDENCE	164.47
501398	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	INDEPENDENCE	284.48
501264	KAPCO LIBRARY PRODUCTS	TEXTBOOK MATERIALS	INDEPENDENCE	351.57
501399	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	INDEPENDENCE	1,778.01
500024	GLENCOE PUBLISHING CO.	TEXTBOOK MATERIALS	INDEPENDENCE	4,772.66
TOTAL FUND 6 - INDEPENDENCE HIGH SCHOOL				7,446.02
JAMES LICK HIGH SCHOOL				
500470	BORDERS BOOKS	TEXTBOOK MATERIALS	JAMES LICK	172.20
501265	KAPCO LIBRARY PRODUCTS	TEXTBOOK MATERIALS	JAMES LICK	351.57
501161	E.A.I. (ERIC ARMIN INC)	INSTRUCTIONAL MATERIALS	JAMES LICK	388.69
501163	AJ GOLF CAR CENTER	SECURITY CART REPAIRS	JAMES LICK	500.00
501448	BSN SPORTS	INSTRUCTIONAL MATERIALS	JAMES LICK	654.70
501338	AUDIO GRAPHICS SYSTEM	OVERHEAD PROJECTORS	JAMES LICK	837.86
501164	WARDS NATURAL SCIENCE	INSTRUCTIONAL SUPPLIES	JAMES LICK	863.89
501160	SUMMIT LEARNING	INSTRUCTIONAL SUPPLIES	JAMES LICK	897.64
501222	PEARSON EDUCATION INC.	CLASSROOM MATERIALS	JAMES LICK	905.11
501205	ALL LASER SERVICE	PRINTER SUPPLIES	JAMES LICK	1,000.00
501159	LANIER WORLDWIDE INC.	MAINTENANCE AGREEMENT-COPIERS	JAMES LICK	1,459.00
501165	STAPLES BUSINESS ADVANTAGE	INSTRUCTIONAL SUPPLIES	JAMES LICK	1,688.70
500468	MCDUGAL LITTEL	TEXTBOOK MATERIALS	JAMES LICK	2,070.58
501162	FRY'S ELECTRONICS	COMPUTER SUPPLIES	JAMES LICK	3,000.00
501207	ASP FILM	ADMIN. MATERIALS	JAMES LICK	3,523.54
501373	SRA/MCGRAW-HILL	TEXTBOOK MATERIALS	JAMES LICK	3,680.44
501287	HEWLETT PACKARD COMPANY	PRINTERS	JAMES LICK	6,404.07
500474	SRA/MCGRAW HILL PUBLISHERS	TEXTBOOK MATERIALS	JAMES LICK	11,706.70
501396	XEROX CORPORATION	LEASE/COPIER	JAMES LICK	17,765.10
TOTAL FUND 6 - JAMES LICK HIGH SCHOOL				57,869.79
MT.PLEASANT HIGH SCHOOL				
501266	KAPCO LIBRARY PRODUCTS	TEXTBOOK MATERIALS	MT. PLEASANT	351.57
501341	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	MT. PLEASANT	711.20
500027	GLENCOE PUBLISHING CO.	TEXTBOOK MATERIALS	MT. PLEASANT	2,863.59
501286	TANGENT COMPUTER	COMPUTERS AND MONITORS	MT. PLEASANT	21,272.51
TOTAL FUND 6 - MT.PLEASANT HIGH SCHOOL				25,198.87
OAK GROVE HIGH SCHOOL				
501267	KAPCO LIBRARY PRODUCTS	TEXTBOOK MATERIALS	OAK GROVE	351.57
500801	SOUTH-WEST	BOOKS	OAK GROVE	993.30
501289	COMP USA RETAIL STORE	COMPUTER	OAK GROVE	1,773.14
501173	K-LOG INC.	INSTRUCTIONAL MATERIALS	OAK GROVE	1,831.01
501174	CALIFORNIA DEPARTMENT	PARTNERSHIP ACDMY PRGM GRANT	OAK GROVE	14,961.00
TOTAL FUND 6 - OAK GROVE HIGH SCHOOL				19,910.02
PIEDMONT HILLS HIGH SCHOOL				
500913	ATTAINMENT COMPANY INC	WORKABILITY GRANT MATERIALS	PIEDMONT HILLS	269.54
501268	KAPCO LIBRARY PRODUCTS	TEXTBOOK MATERIALS	PIEDMONT HILLS	351.57
500257	PEARSON EDUCATION INC.	TEXTBOOK MATERIALS	PIEDMONT HILLS	495.41
501170	FREY SCIENTIFIC	BIOLOGY MATERIALS	PIEDMONT HILLS	1,623.75
500035	GLENCOE PUBLISHING CO.	TEXTBOOK MATERIALS	PIEDMONT HILLS	3,818.13
TOTAL FUND 6 - PIEDMONT HILLS HIGH SCHOOL				6,558.40
SANTA TERESA HIGH SCHOOL				
501297	FOLLETT EDUCATIONAL SERVICES	TEXTBOOK MATERIALS	SANTA TERESA	305.27
501269	KAPCO LIBRARY PRODUCTS	TEXTBOOK MATERIALS	SANTA TERESA	351.57
TOTAL FUND 6 - SANTA TERESA HIGH SCHOOL				656.84
SILVER CREEK HIGH SCHOOL				
501139	ASPEN PUBLISHERS INC	SUBSCRIPTION	SILVER CREEK	321.50
501270	KAPCO LIBRARY PRODUCTS	TEXTBOOK MATERIALS	SILVER CREEK	351.57
501241	OFFICEMAX	COPIER/PRINTER/SCANNER	SILVER CREEK	556.17
501221	PEARSON EDUCATION INC.	CLASSROOM MATERIALS	SILVER CREEK	751.39
500678	FAMILY EDUCATION NETWORK	ANNUAL SUBSCRIPTION LICENSES	SILVER CREEK	997.50
501442	STANFORD UNIVERSITY	PARTICIPATION FEE/WORLD HISTORY PROJ	SILVER CREEK	1,000.00
501220	THOMSON LEARNING	CLASSROOM MATERIALS	SILVER CREEK	1,429.83
500830	RACO INDUSTRIES	LANYARDS/SAFETY	SILVER CREEK	2,412.30
501140	CAPITOL PRINTING & COPYING	SCHOOL CALENDAR	SILVER CREEK	3,978.19
501177	SBM LEASING / A PROGRAM	LEASE/COPIER	SILVER CREEK	7,059.72
501178	XEROX CORPORATION	LEASE/COPIER	SILVER CREEK	7,110.60
501501	CAROL BOWMAN	*HEALTHY START PRGM, 8/26/04	SILVER CREEK	30,000.00
TOTAL FUND 6 - SILVER CREEK HIGH SCHOOL				55,968.77
W.C OVERFELT HIGH SCHOOL				
501271	KAPCO LIBRARY PRODUCTS	TEXTBOOK MATERIALS	W.C. OVERFELT	351.57
501011	ALUM ROCK UNION ELEM SCH DIST	READING MATERIALS	W.C. OVERFELT	389.89
501436	SRA/MCGRAW HILL	TEXTBOOK MATERIALS	W.C. OVERFELT	1,718.76
501050	SRA/MCGRAW HILL	INSTRUCTIONAL MATERIALS	W.C. OVERFELT	2,167.48
501260	J.W. PEPPER OF SAN FRANCISCO	TEXTBOOK MATERIALS	W.C. OVERFELT	9,250.04
501166	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	W.C. OVERFELT	9,482.70
TOTAL FUND 6 - W.C.OVERFELT HIGH SCHOOL				23,360.44
YERBA BUENA HIGH SCHOOL				
501261	KAPCO LIBRARY PRODUCTS	TEXTBOOK MATERIALS	YERBA BUENA	351.57
501191	CENTRAL CASH & CARRY	MISC. SUPPLIES	YERBA BUENA	400.00
501187	SAFEWAY	MISC. OF ITEMS & SUPPLIES	YERBA BUENA	500.00

*BOARD APPROVED

P.O.#	VENDOR NAME	DESCRIPTION	SITE NAMES	AMOUNT
501189	SAFEWAY	MISC. SUPPLIES	YERBA BUENA	500.00
501182	XEROX CORPORATION	MAINTENANCE AGREEMENT-COPIER	YERBA BUENA	744.00
500872	OCE-USA INC	LEASE/COPIER	YERBA BUENA	19,796.30
TOTAL FUND 6 - YERBA BUENA HIGH SCHOOL				22,291.87
CAREER SERVICES				
501062	STARBUCKS	SUPPLIES/EVC CONFERENCE	CAREER SVCS	180.00
501059	XPEDX	OFFICE SUPPLIES	CAREER SVCS	550.00
501007	SAN BERNADINO COUNTY	WORKSHOP MATERIALS	CAREER SVCS	739.86
501005	ERIK'S DELI CAFE	CATERING/EVC CONFERENCE	CAREER SVCS	1,563.75
TOTAL FUND 6 - CAREER SERVICES (GRANT FUNDS)				3,033.61
EDUCATION CENTER				
500284	BORDERS BOOKS	TEXTBOOK MATERIALS	ED CENTER	286.31
500279	BORDERS BOOKS	TEXTBOOK MATERIALS	ED CENTER	339.50
500308	MCDUGAL LITTEL	TEXTBOOK MATERIALS	ED CENTER	672.78
500306	MCDUGAL LITTEL	TEXTBOOK MATERIALS	ED CENTER	2,354.72
500307	MCDUGAL LITTEL	TEXTBOOK MATERIALS	ED CENTER	4,228.15
500315	MCDUGAL LITTEL	TEXTBOOK MATERIALS	ED CENTER	4,802.68
500305	MCDUGAL LITTEL	TEXTBOOK MATERIALS	ED CENTER	5,560.20
500941	ESCHOOL SOLUTIONS	CERTIFICATE/SUB SVCS MAINT	ED CENTER	5,612.00
500303	MCDUGAL LITTEL	TEXTBOOK MATERIALS	ED CENTER	5,727.96
500304	MCDUGAL LITTEL	TEXTBOOK MATERIALS	ED CENTER	6,325.98
500302	MCDUGAL LITTEL	TEXTBOOK MATERIALS	ED CENTER	6,390.49
500316	MCDUGAL LITTEL	TEXTBOOK MATERIALS	ED CENTER	9,417.37
500314	MCDUGAL LITTEL	TEXTBOOK MATERIALS	ED CENTER	9,562.35
501037	LEADER SERVICES	MEDI-CAL ADMIN AGREEMENT 2004/05	ED CENTER	71,950.00
TOTAL FUND 6 - EDUCATION CENTER				133,230.49
EDUCATION SERVICES				
501314	DELL COMPUTER CORP	SOFTWARE LICENSE	ED SVCS	48.72
501154	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	ED SVCS	94.83
501259	CALIFORNIA ASSOCIATION OF ADMIN	MEMBERSHIP/SUBSCRIPTION	ED SVCS	110.00
501217	SANTA CRUZ COUNTY OFFICE OF ED	CONFERENCE REGISTRATION	ED SVCS	210.00
501153	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	ED SVCS	221.91
501276	APPLE COMPUTER	OFFICE SUPPLIES	ED SVCS	236.92
501329	JUAN IBARRA	MATH SCHOLARSHIP	ED SVCS	360.00
501407	COSTCO	SUPPLIES	ED SVCS	450.00
501212	XPEDX	OFFICE SUPPLIES	ED SVCS	500.00
500958	OFFICE DEPOT BUSINESS SVCS	CLASSROOM SUPPLIES	ED SVCS	514.17
501277	OFFICEMAX	OFFICE SUPPLIES	ED SVCS	556.17
501199	ELVIA CISNEROS	MATH SCHOLARSHIP	ED SVCS	590.00
501200	BRENDA GONZALEZ	MATH SCHOLARSHIP	ED SVCS	590.00
501201	JUAN ZARAGOZA	MATH SCHOLARSHIP	ED SVCS	590.00
501203	FATIMA MARIN	MATH SCHOLARSHIP	ED SVCS	590.00
501204	ARTURO APRECIADO	MATH SCHOLARSHIP	ED SVCS	590.00
501391	FOLLETT EDUCATIONAL SERVICES	TEXTBOOK MATERIALS	ED SVCS	599.00
501406	JUDI HIRSCH	CONTRACT: TRAINING SESSION	ED SVCS	800.00
501405	HAMPTON BROWN	TEXTBOOK MATERIALS	ED SVCS	937.63
501210	SAFEWAY STORES	INSTRUCTIONAL SUPPLIES	ED SVCS	1,000.00
501211	STAPLES	INSTRUCTIONAL SVCS MATERIALS	ED SVCS	1,000.00
500921	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	ED SVCS	1,027.24
501392	ACADEMIC BOOK SERVICES	TEXTBOOK MATERIALS	ED SVCS	1,212.40
501446	THOMSON LEARNING	INST. SUPPLIES	ED SVCS	1,460.53
501152	STAPLES	OFFICE SUPPLIES	ED SVCS	1,500.00
501223	TOGO'S	CATERING / MIGRANT ED MEETINGS	ED SVCS	1,500.00
501224	SAN JOSE STATE UNIVERSITY	COURSES / MIGRANT ED STUDENTS	ED SVCS	1,532.00
501274	PARAMOUNT'S GREAT AMERICA	FIELD TRIP/ADMISSION FEES/MIGRANT ED	ED SVCS	1,619.40
501279	OFFICE DEPOT BUSINESS SVCS	OFFICE SUPPLIES	ED SVCS	1,752.68
501213	PEARSON EDUCATION INC.	ELD MATERIALS	ED SVCS	1,752.93
501280	TOUCHLINE SOFTWARE	INSTRUCTIONAL SUPPLIES	ED SVCS	2,358.63
501408	GROVES ASSOCIATES	*EVALUATION-ELL PRGM, 8/26/04	ED SVCS	2,500.00
500293	GOODHEART-WILCOX PUBLISHERS	TEXTBOOK MATERIALS	ED SVCS	2,942.93
501411	NORTHWEST EVALUATION ASSOC	*PROF GROWTH WORKSHOP, 8/26/04	ED SVCS	6,850.00
501409	SJSU FOUNDATION	*EDUCATIONAL LEADER PRM, 8/26/4	ED SVCS	10,800.00
500985	PROJECT ADVENTURE INC	*PE CURRICULUM/TRNG, 2/12/04	ED SVCS	11,450.00
501415	INDIAN EDUCATION PARENT	*NATIVE AMERICANS SAT9, 8/26/04	ED SVCS	23,906.00
500984	PROJECT ADVENTURE INC	PE MATERIALS & TRAINING	ED SVCS	49,839.78
TOTAL FUND 6 - EDUCATION SERVICES				134,593.87
HUMAN RESOURCES				
501016	SCHOLASTIC MAGAZINES	CLASSROOM MATERIALS/TAPP FUNDS	HUMAN RESOURCES	486.00
TOTAL FUND 6 - HUMAN RESOURCES				486.00
MAINTENANCE				
501272	TRI-BEST VISUAL DISPLAY	MAINTENANCE MATERIALS	MAINTENANCE	927.60
TOTAL FUND 6 - MAINTENANCE				927.60
SPECIAL EDUCATION				
500908	SAFEWAY STORES	FOOD ITEMS	SPECIAL ED	200.00
501066	DAY RUNNER	2005 CALENDARS	SPECIAL ED	305.71
501010	SAFEWAY STORES	SUPPLIES	SPECIAL ED	500.00
501057	VALLEY TRANS AUTHORITY	STUDENT FLASH PASSES	SPECIAL ED	1,299.00
501483	TRANS ACCESS	*SELF-ADVOCACY SVCS, 8/26/04	SPECIAL ED	15,000.00
TOTAL FUND 6 - SPECIAL EDUCATION				17,304.71
SUPERINTENDENT				
501257	MEXICAN HERITAGE CORPORATION	EVENT /ANNIVERSARY	SUPERINTENDENT	1,000.00
*BOARD APPROVED				

P.O.#	VENDOR NAME	DESCRIPTION	SITE NAMES	AMOUNT
500991	FRICKE-PARKS PRESS INC	STUDENT/PARENT HANDBOOKS	SUPERINTENDENT	12,390.63
	TOTAL FUND 6 - SUPERINTENDENT			13,390.63
TRANSPORTATION				
500452	KURTT INTERNATIONAL TRUCKS	STEAM CLEANING BUSES	TRANSPORTATION	1,000.00
501060	PINNACLE CNG COMPANY	FUEL FOR BUSES	TRANSPORTATION	5,000.00
501061	WESTERN STATES OIL CO.	FUEL FOR BUSES	TRANSPORTATION	5,000.00
501216	COAST OIL COMPANY	FUEL	TRANSPORTATION	13,267.33
	TOTAL FUND 6 - TRANSPORTATION			24,267.33
GRAND TOTAL FUND 6 - GENERAL FUND - RESTRICTED				727,511.02
FUND 11 - ADULT EDUCATION				
INDEPENDENCE ADULT EDUCATION				
501403	OFFICEMAX	OFFICE SUPPLIES	IAC	35.01
501273	CAEAA	MEMBERSHIP RENEWAL	IAC	350.00
500961	POSTMASTER	STAMPS	IAC	370.00
501064	SAN JOSE MERCURY NEWS	CLASSIFIED AD	IAC	500.00
501390	NEW READERS PRESS	NEWSLETTERS	IAC	891.00
500962	SCANTRON CORPORATION	TEST FORMS	IAC	1,241.63
501402	DELL COMPUTER CORP	COMPUTER & LICENSES	IAC	2,191.63
501051	SAN JOSE WATER COMPANY	WATER SERVICES	IAC	4,000.00
501053	PG & E	GAS SERVICES	IAC	4,000.00
500948	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGRMNT-COPIER	IAC	4,084.87
500527	THOMSON LEARNING	ESL TEXTBOOKS	IAC	10,518.34
501052	PG & E	ELECTRIC SERVICES	IAC	47,000.00
	TOTAL FUND 11 - INDEPENDENCE ADULT EDUCATION			75,182.48
OVERFELT ADULT EDUCATION				
501363	PEARSON EDUCATION INC.	MEDIA SUPPLIES	OAC	47.25
501364	THOMSON LEARNING	MEDIA SUPPLIES	OAC	71.54
	TOTAL FUND 11 - OVERFELT ADULT EDUCATION			118.79
GRAND TOTAL FUND 11 - ADULT EDUCATION				75,301.27
FUND 12 - CHILD DEVELOPMENT				
501168	DELL COMPUTER CORP	SOFTWARE LICENSE	IAC	96.78
501107	SAN JOSE WATER COMPANY	WATER SERVICES 2004/05	JAMES LICK	700.00
501108	SAN JOSE WATER COMPANY	WATER SERVICES 2004/05	MT. PLEASANT	600.00
501206	P G & E	ELECTRIC & GAS SERVICES	MT. PLEASANT	4,000.00
	TOTAL FUND 12 - CHILD DEVELOPMENT			5,396.78
GRAND TOTAL FUND 12 - CHILD DEVELOPMENT				5,396.78
FUND 14 - DEFERRED MAINTENANCE				
500977	REFRIGERATION SUPPLIES DIST.	MAINTENANCE MATERIALS	MAINTENANCE	1,660.28
501068	HART FLOORING	SAND & REFINISH GYM FLOOR	OAK GROVE	12,266.00
	TOTAL FUND 14 - DEFERRED MAINTENANCE			13,926.28
GRAND TOTAL FUND 14 - DEFERRED MAINTENANCE				13,926.28
FUND 21 - BUILDING				
ANDREW HILL HIGH SCHOOL				
500998	DAILY JOURNAL CORPORATION	LEGAL AD/SCOREBOARD BID	ANDREW HILL	128.24
501019	THYSSENKRUPP ELEVATOR - 042	ELEVATOR MAINTENANCE 2004/05	ANDREW HILL	2,425.20
501018	WILLIAMS SCOTSMAN	LEASE/RENTAL AGREEMENT 2004/05	ANDREW HILL	21,771.36
	TOTAL FUND 21 - ANDREW HILL HIGH SCHOOL			24,324.80
EVERGREEN VALLEY HIGH SCHOOL				
501352	AEDIS ARCHITECTURE & PLANNING	PRINTING COST	EVERGREEN	77.21
501296	PINNACLE DOCUMENT SYSTEMS	MAINTENANCE AGREEMENT-COPIER	EVERGREEN	525.00
501237	SCHOOL SPECIALTY	STORAGE CABINETS	EVERGREEN	658.84
501357	AUDIO GRAPHICS SYSTEM	OVERHEAD PROJECTORS	EVERGREEN	796.72
501075	UNIVERSAL SECURITY & FIRE INC	INSTALL TEMP ALARMS IN KITCHEN	EVERGREEN	1,141.96
500949	ELECTRICAL DISTRIBUTORS	MAINTENANCE SUPPLIES	EVERGREEN	1,299.00
501362	WEYERHAEUSER COMPANY	MAINTENANCE MATERIALS	EVERGREEN	1,558.80
501299	F W SPENCER & SON INC	REPAIRS/MECHANICAL F BLDG	EVERGREEN	1,913.22
501255	UNIVERSAL SECURITY & FIRE INC	INSTALLATION / REPAIRS	EVERGREEN	1,950.00
501301	COR-O-VAN	OFFICE MOVE/BIO TECH ACADEMY	EVERGREEN	2,304.17
501355	AUDIO GRAPHICS SYSTEM	OVERHEAD PROJECTORS	EVERGREEN	2,390.16
501293	US BANCORP	LEASE AGREEMENT-COPIER	EVERGREEN	3,464.00
501324	NASCO ARTS & CRAFTS	ART SUPPLIES	EVERGREEN	4,572.42
501239	AREY JONES EDUC'L SOLUTIONS	LCD PROJECTORS	EVERGREEN	4,581.14
501432	CARROLL ENGINEERING	*ENGINEERING SVCS, 8/26/04	EVERGREEN	4,900.00
501433	SMITH-EMERY COMPANY	*TESTING/INSPECTION SVCS,8/26/04	EVERGREEN	6,000.00
501424	SCHOOL SPECIALTY	MOVING SERVICES	EVERGREEN	6,759.00
501238	AREY JONES EDUC'L SOLUTIONS	PROJECTORS	EVERGREEN	13,743.42
501325	NASCO ARTS & CRAFTS	ART SUPPLIES	EVERGREEN	16,173.14
501002	CALIFORNIA BUSINESS FURNISHING	MULTIMEDIA CARTS/BIO TECH/SOLE SRCE	EVERGREEN	17,193.17
501013	CALIFORNIA BUSINESS FURNISHING	MULTIMEDIA CARTS/NEW CR'S/SOLE SRCE	EVERGREEN	51,579.51
	TOTAL FUND 21 - EVERGREEN VALLEY HIGH SCHOOL			143,580.88
INDEPENDENCE ADULT CENTER				
501295	WAN/LAN SOLUTIONS	EMERGENCY SWITCH REPLACEMENT	IAC	6,032.77
	TOTAL FUND 21 - INDEPENDENCE ADULT CENTER			6,032.77

*BOARD APPROVED

P.O.#	VENDOR NAME	DESCRIPTION	SITE NAMES	AMOUNT
501044	AUDIO GRAPHIC SYSTEMS	INSTALL WOODEN LECTERN	INDEPENDENCE	1,120.00
501070	UNIVERSAL SECURITY & FIRE INC	INSTALL FIRE ALARMS-BLDG A3	INDEPENDENCE	1,200.00
501429	SMITH-EMERY COMPANY	*TESTING/INSPECTION, 8/26/04	INDEPENDENCE	12,355.00
501430	BRUCE FLYN & ASSOCIATES INC	*INSPECTION SVCS, 8/26/04	INDEPENDENCE	21,000.00
501043	WILLIAMS SCOTSMAN	LEASE/RENTAL AGREEMENT 2004/05	INDEPENDENCE	65,313.96
500946	DYNALECTRIC COMPANY	*LOW VOLTAGE BID, 6/17/04	INDEPENDENCE	3,144,000.00
TOTAL FUND 21 - INDEPENDENCE HIGH SCHOOL				3,244,988.96
JAMES LICK HIGH SCHOOL				
501021	THYSSENKRUPP ELEVATOR - 042	ELEVATOR MAINTENANCE 2004/05	JAMES LICK	2,399.84
501487	CLEARY CONSULTANTS INC.	*GEOTECHNICAL SERVICE, 8/26/04	JAMES LICK	2,700.00
501067	LOUIS H. HILL CO INC.	WINDOW BLINDS	JAMES LICK	4,598.46
501488	CARROLL ENGINEERING	*ENGINEERING SVCS, 8/26/04	JAMES LICK	6,000.00
TOTAL FUND 21 - JAMES LICK HIGH SCHOOL				15,698.30
MT.PLEASANT HIGH SCHOOL				
501045	BARAJAS BROTHERS DRYWALL	MAINTENANCE MATERIALS	MT. PLEASANT	425.00
501023	WILLIAMS SCOTSMAN	LEASE/ AGREEMENT PORTABLES 04/05	MT. PLEASANT	5,442.84
501022	WILLIAMS SCOTSMAN	LEASE/ AGREEMENT PORTABLES 04/05	MT. PLEASANT	25,330.80
501025	WILLIAMS SCOTSMAN	LEASE/ AGREEMENT PORTABLES 04/05	MT. PLEASANT	40,529.28
501490	AEDIS ARCHITECTURE & PLANNING	*ARCHITECTURAL SVCS, 8/26/04	MT. PLEASANT	64,000.00
501489	PERKINS & WILL	*ARCHITECTURAL SVCS, 8/26/04	MT. PLEASANT	707,773.00
TOTAL FUND 21 - MT.PLEASANT HIGH SCHOOL				843,500.92
OAK GROVE HIGH SCHOOL				
501030	WILLIAMS SCOTSMAN	LEASE/RENTAL AGREEMENT 2004/05	OAK GROVE	5,066.16
501494	CLEARY CONSULTANTS INC.	*GEOTECHNICAL SVCS, 8/26/04	OAK GROVE	5,300.00
501027	WILLIAMS SCOTSMAN	LEASE/ AGREEMENT PORTABLES 04/05	OAK GROVE	15,198.48
501026	WILLIAMS SCOTSMAN	LEASE/ AGREEMENT PORTABLES 04/05	OAK GROVE	43,542.72
501031	WILLIAMS SCOTSMAN	LEASE/ AGREEMENT PORTABLES 04/05	OAK GROVE	61,417.44
TOTAL FUND 21 - OAK GROVE HIGH SCHOOL				130,524.80
PIEDMONT HILLS HIGH SCHOOL				
501309	PENINSULA DIGITAL IMAGING	PRINTING SERVICES	PIEDMONT HILLS	66.24
501294	DIVISION OF STATE ARCHITECT	STRUCTURAL SAFETY FEES	PIEDMONT HILLS	560.00
500990	DIVISION OF STATE ARCHITECTS	AC & SS FEE STREETScape PROJ	PIEDMONT HILLS	4,500.00
500989	VIRCO MFG. CORPORATION	STEEL STOOLS	PIEDMONT HILLS	4,780.32
501029	WILLIAMS SCOTSMAN	LEASE/AGREEMENT PORTABLES 04/05	PIEDMONT HILLS	15,198.48
501440	WILLIAMS SCOTSMAN	LEASE/AGREEMENT PORTABLES 04/05	PIEDMONT HILLS	32,735.04
501028	WILLIAMS SCOTSMAN	LEASE/AGREEMENT PORTABLES 04/05	PIEDMONT HILLS	50,661.60
TOTAL FUND 21 - PIEDMONT HILLS HIGH SCHOOL				108,501.68
SANTA TERESA HIGH SCHOOL				
501074	PACIFIC ELECTRICAL SUPPLY INC.	ELECTRICAL SUPPLIES	SANTA TERESA	1,044.24
500997	PINE CONE LUMBER CO	MAINTENANCE SUPPLIES	SANTA TERESA	2,667.82
500996	RICK CARDENAS CONSTRUCTION	SIDING BEHIND LOCKER ROOM	SANTA TERESA	2,800.00
501071	DYNALECTRIC COMPANY	INSTALL CPI EQUIPMENT RACKS	SANTA TERESA	4,200.00
501072	THOMAS M. GRABER ELECTRICAL	INSTALL ELECTRICAL WIRING	SANTA TERESA	4,285.00
501048	WILLIAMS SCOTSMAN	LEASE/ AGREEMENT PORTABLES 04/05	SANTA TERESA	5,066.16
501073	AMERICAN TELESOURCE INC	TELEPHONE INTERFACE EQUIPMENT	SANTA TERESA	10,313.29
501431	SANDIS HUMBER JONES	*SURVEYING SVCS, 8/26/04	SANTA TERESA	17,000.00
501046	WILLIAMS SCOTSMAN	LEASE/AGREEMENT PORTABLES 04/05	SANTA TERESA	20,264.64
501047	WILLIAMS SCOTSMAN	LEASE/AGREEMENT PORTABLES 04/05	SANTA TERESA	45,595.44
TOTAL FUND 21 - SANTA TERESA HIGH SCHOOL				113,236.59
SILVER CREEK HIGH SCHOOL				
501042	WILLIAMS SCOTSMAN	LEASE/AGREEMENT PORTABLES 04/05	SILVER CREEK	5,066.16
501428	CARROLL ENGINEERING	*TOPOGRAPHIC SURVEY, 8/26/04	SILVER CREEK	11,500.00
501039	WILLIAMS SCOTSMAN	LEASE/AGREEMENT PORTABLES 04/05	SILVER CREEK	40,944.96
501038	WILLIAMS SCOTSMAN	LEASE/AGREEMENT PORTABLES 04/05	SILVER CREEK	43,542.72
TOTAL FUND 21 - SILVER CREEK HIGH SCHOOL				101,053.84
YERBA BUENA HIGH SCHOOL				
500983	DAILY JOURNAL CORPORATION	LEGAL AD FOR BLDG 200 MOD	YERBA BUENA	112.50
501180	MID - STATE ELECTRIC	ELECTRICAL WORK	YERBA BUENA	4,380.00
501190	DYNALECTRIC COMPANY	ELECTRICAL MATERIALS	YERBA BUENA	4,447.00
501184	CRAMER PARTITIONS	CONSTRUCTION WORK/DEMO & WALLS	YERBA BUENA	14,894.00
501041	WILLIAMS SCOTSMAN	LEASE/AGREEMENT PORTABLES 04/05	YERBA BUENA	39,636.00
501040	WILLIAMS SCOTSMAN	LEASE/AGREEMENT PORTABLES 04/05	YERBA BUENA	54,428.40
TOTAL FUND 21 - YERBA BUENA HIGH SCHOOL				117,897.90
EDUCATION CENTER				
501370	AEDIS ARCHITECTURE & PLANNING	REIMBURSABLE EXPENSE	ED CENTER	241.80
501310	ACUFACTS	SECURITY PATROL	ED CENTER	693.50
500942	CALTRONICS BUSINESS SYSTEMS	MAINTENANCE AGREEMENT-COPIER	ED CENTER	987.78
501353	AEDIS ARCHITECTURE & PLANNING	PRINTING COST	ED CENTER	1,242.35
501000	ALUMINUM ATHLETIC EQUIPMENT	SUPPLIES-TRACK/FIELD AH,PH,ST	ED CENTER	3,745.00
501001	QUICK CRETE PRODUCTS CORP	CONCRETE WASTE CONT AH,PH,ST	ED CENTER	4,405.78
501288	SBC INTERNET SERVICES	MONTHLY INTERNET ACCESS SVC	ED CENTER	14,160.00
501017	STANDARD & POOR'S	ANALYTICAL SVCS-BONDS	ED CENTER	15,000.00
501496	CLEARY CONSULTANTS INC.	*GEOTECHNICAL-OG,YB,JL, 8/26/04	ED CENTER	16,600.00
500999	STAGES UNLIMITED	BLEACHER RENTALS AH,PH,ST	ED CENTER	25,375.00
501495	CLEARY CONSULTANTS INC.	*SOIL ENGINEER-AH,PH,ST8/26/04	ED CENTER	26,700.00
501497	AEDIS ARCHITECTURE & PLANNING	*ARCHITECTURAL-JL,OG,YB 8/26/4	ED CENTER	750,000.00
TOTAL FUND 21 - EDUCATION CENTER				859,151.21
INFORMATION SYSTEMS				
501336	DELL COMPUTER CORP	DELL LAPTOP COMPUTER SYSTEM	INFO SYSTEMS	1,652.62
*BOARD APPROVED				

P.O.#	VENDOR NAME	DESCRIPTION	SITE NAMES	AMOUNT
501335	EXPERT NETWORK CONSULTANTS	SOFTWARE UPGRADE/SECURITY SYS	INFO SYSTEMS	11,650.73
TOTAL FUND 21 - INFORMATION SYSTEMS				13,303.35
MAINTENANCE				
501312	HOUSING & COMM DEVELOPMENT	REGISTRATION RENEWAL/MODULAR	MAINTENANCE	39.00
501313	HOUSING & COMM DEVELOPMENT	REGISTRATION RENEWAL/MODULAR	MAINTENANCE	39.00
501307	DAILY JOURNAL CORPORATION	LEGAL AD/BID	MAINTENANCE	180.72
501386	DAILY JOURNAL CORPORATION	LEGAL AD/BID	MAINTENANCE	253.30
501452	ELIGIBILITY INC	*ADVISORY SERVICES, 8/26/04	MAINTENANCE	3,000.00
501500	SALAS O'BRIEN ENGINEERS INC	*ENGINEERING SERVICES, 8/26/04	MAINTENANCE	4,000.00
501499	SALAS O'BRIEN ENGINEERS INC	*ENGINEERING SERVICES, 8/26/04	MAINTENANCE	4,850.00
501451	RICHARD GONZALEZ & ASSOC	*ADVISORY SERVICES, 8/26/04	MAINTENANCE	15,000.00
501453	SEVILLE GROUP INC	*CONSTRUCTION MGMT SVC, 8/26/04	MAINTENANCE	198,284.00
TOTAL FUND 21 - MAINTENANCE				225,646.02
GRAND TOTAL FUND 21 - BUILDING				5,947,442.02
FUND 25 - CAPITAL FACILITIES				
500793	MILLER BROWN & DANNIS	REGISTRATION / WORKSHOP	MAINTENANCE	425.00
501369	MOBILE MODULAR MGMT CORP	LEASE AGREEMENT/PORABLES	MAINTENANCE	15,528.00
				15,953.00
GRAND TOTAL FUND 25 - CAPITAL FACILITIES				15,953.00
FUND 61 - CAFETERIA				
501339	SODEXHO	REPAIRS/EQUIPMENT	ED CENTER	424.57
500922	WEST COAST MARKETING	FOOD PURCHASE	ED CENTER	1,355.20
501327	SODEXHO	FUEL DELIVERY CHARGE	ED CENTER	1,650.00
500923	BAY WELDERS INC	VENDING REPAIRS	ED CENTER	3,261.88
501024	KEYSTONE RESTAURANT EQUIPMENT	EQUIPMENT	ED CENTER	3,688.80
500994	RIDGEFIELD'S BRAND CORP	FOOD/JUICE	ED CENTER	4,217.60
501322	ARROW RESTAURANT EQUIPMENT	EQUIPMENT	ED CENTER	9,328.99
501328	SODEXHO	FOOD PURCHASE	ED CENTER	10,000.00
501381	SODEXHO	FOOD PURCHASE	ED CENTER	15,000.00
501340	RIDGEFIELD'S BRAND CORP	JUICE SMOOTHIES	ED CENTER	20,000.00
501330	SODEXHO	COMMODITY FOODS	ED CENTER	50,000.00
501351	SODEXHO	CONTRACTED SERVICES	ED CENTER	74,192.00
501169	SODEXHO	SUPPLIES	ED CENTER	134,300.00
501368	SODEXHO	VENDING/SNACKS/SUPPLIES	ED CENTER	175,000.00
501141	SODEXHO	MILK PURCHASE	ED CENTER	209,373.26
501142	SODEXHO	FOOD PURCHASE	ED CENTER	1,153,785.84
TOTAL FUND 61 - CAFETERIA				1,865,578.14
GRAND TOTAL FUND 61 - CAFETERIA				1,865,578.14
FUND 67 - SELF INSURANCE FUND -PROP LIAB				
500918	KEENAN & ASSOCIATES	P&L CLAIMS ADJUSTING SERVICE	RISK MGMT	32,500.00
500919	EAST SIDE UNION HIGH SCH DIST	P&L REIMBURSEMENT EXPENDITURES	RISK MGMT	120,000.00
TOTAL FUND 67 - SELF INSURANCE FUND -PROP LIAB				152,500.00
GRAND TOTAL FUND 67 - SELF INSURANCE FUND - PROP LIAB				152,500.00
FUND TOTAL RECAP				
3	GENERAL FUND - UNRESTRICTED			7,063,459.43
5	GENERAL FUND - SPECIAL EDUCATION			1,659,770.85
6	GENERAL FUND - RESTRICTED			727,511.02
11	ADULT EDUCATION FUND			75,301.27
12	CHILD DEVELOPMENT FUND			5,396.78
14	DEFERRED MAINTENANCE FUND			13,926.28
21	BUILDING FUND			5,947,442.02
25	CAPITAL FACILITIES FUND			15,953.00
61	CAFETERIA FUND			1,865,578.14
67	SELF INSURANCE FUND-PROP LIAB			152,500.00
TOTAL DISTRICT				17,526,838.79

EAST SIDE UNION HIGH SCHOOL DISTRICT

Board Meeting of 09/16/04
 Agenda item 9.2
 Attachment A

TO: Board of Trustees
 FROM: Superintendent
 PREPARED BY: Nancy Siu
 SUBJECT: Budget Transfer

General Fund - Unrestricted										DEBIT	CREDIT
Mt. Pleasant											
03	35	481	0000	2700	4340	0000	0	135	Operations Supplies	\$1,500.00	
03	35	751	0000	8100	4360	0000	0	135	Supplies-Repair & Upkeep of Eq.		\$500.00
03	35	751	0000	8100	5660	0000	0	135	Repairs		\$1,000.00
Year to date totals as of 8/31/04:										\$117,714.00	
W.C. Overfelt											
03	40	900	1110	1000	4390	0000	0	140	Reserve	\$22,119.03	
03	40	178	1110	1000	2917	0000	0	140	Student Aides		\$2,430.00
03	40	178	1110	1000	3602	0000	0	140	Workers' Comp. - CL		\$68.00
03	40	481	0000	2700	5210	0000	0	140	Travel, Conf., & Mileage		\$500.00
03	40	640	0000	3110	5210	0000	0	140	Travel, Conf., & Mileage		\$500.00
03	40	104	1110	4200	5330	0000	0	140	Fees & Licenses		\$750.00
03	40	117	0000	3110	5330	0000	0	140	Fees & Licenses		\$800.00
03	40	481	0000	2700	5620	0000	0	140	Rental		\$3,000.00
03	40	459	0000	2700	5650	0000	0	140	Agreements - Maint		\$1,500.00
03	40	481	0000	2700	5650	0000	0	140	Agreements - Maint		\$5,350.00
03	40	104	0000	2700	5660	0000	0	140	Repairs		\$4,500.00
03	40	481	0000	2700	5711	0000	0	140	Repro. - Interprog Serv		\$200.00
03	40	482	0000	2700	5711	0000	0	140	Repro. - Interprog Serv		\$200.00
03	40	484	0000	2700	5711	0000	0	140	Repro. - Interprog Serv		\$100.00
03	40	640	0000	3110	5711	0000	0	140	Repro. - Interprog Serv		\$100.00
03	40	104	1110	4200	5840	0000	0	140	Contracted Services		\$600.00
03	40	107	1110	4200	5840	0000	0	140	Contracted Services		\$600.00
03	40	481	0000	2700	5880	0000	0	140	Field Trips		\$500.00
03	40	481	0000	2700	3101	0000	0	140	STRS - Certificated		\$183.16
03	40	481	0000	2700	3311	0000	0	140	Mandated Medicare-CE		\$32.18
03	40	481	0000	2700	3601	0000	0	140	Workers' Comp. - CE		\$63.74
03	40	481	0000	3900	1901	0000	0	140	Extra Time		\$125.38
03	40	481	0000	3900	3101	0000	0	140	STRS - Certificated		\$10.34
03	40	481	0000	3900	3311	0000	0	140	Mandated Medicare-CE		\$1.82
03	40	481	0000	3900	3501	0000	0	140	SUI - CE		\$0.81
03	40	481	0000	3900	3601	0000	0	140	Workers' Comp. - CE		\$3.60
Year to date totals as of 8/31/04:										\$93,149.00	
Piedmont Hills											
03	45	481	0000	2700	5210	0000	0	145	Travel, Conf., & Mileage		\$470.00
03	45	481	0000	2700	5310	0000	0	145	Dues		\$600.00
03	45	481	0000	2700	5330	0000	0	145	Fees & Licenses		\$1,800.00
03	45	481	0000	2700	5610	0000	0	145	Leases - Equipment		\$8,400.00
03	45	481	0000	2700	5650	0000	0	145	Agreements - Maint		\$19,000.00
03	45	481	0000	2700	5710	0000	0	145	Postage - Interprog Serv		\$500.00
03	45	482	0000	2700	5710	0000	0	145	Postage - Interprog Serv		\$500.00
03	45	484	0000	2700	5710	0000	0	145	Postage - Interprog Serv		\$500.00
03	45	481	0000	2700	5711	0000	0	145	Repro. - Interprog Serv		\$1,400.00
03	45	482	0000	2700	5711	0000	0	145	Repro. - Interprog Serv		\$200.00
03	45	484	0000	2700	5711	0000	0	145	Repro. - Interprog Serv		\$300.00
03	45	481	0000	2700	5930	0000	0	145	Telephone Service		\$30.00
03	45	485	1110	1000	1119	0000	0	145	Travel Period		\$4,250.00
03	45	104	1110	4200	5840	0000	0	145	Contracted Services		\$600.00
03	45	107	1110	4200	5840	0000	0	145	Contracted Services		\$600.00
03	45	481	0000	2490	1901	0000	0	145	Extra Time		\$1,000.00
03	45	900	1110	1000	4390	0000	0	145	Reserve	\$40,150.00	

Year to date totals as of 8/31/04: \$85,311.20

Oak Grove

03	50	481	0000	2700	5840	0000	0	150	Contracted Services	\$2,600.00	
03	50	481	0000	2700	4490	0000	0	150	Equipment		\$2,600.00

Year to date totals as of 8/31/04: \$162,356.00

Independence

03	65	482	0000	2700	4310	0000	0	165	Classroom/office supplies	\$1,000.00	
03	65	482	0000	2700	5660	0000	0	165	Repairs		\$1,000.00
03	65	900	1110	1000	4390	0000	0	165	Reserve	\$1,801.80	
03	65	481	0000	2700	5650	0000	0	165	Agreements - Maint		\$1,801.80

Year to date totals as of 8/31/04: \$59,629.55

Santa Teresa

03	70	900	1110	1000	4390	0000	0	170	Reserve	\$57,000.00	
03	70	481	0000	2700	5610	0000	0	170	Leases - Equipment		\$54,000.00
03	70	481	0000	2700	5650	0000	0	170	Agreements - Maint		\$3,000.00

Year to date totals as of 8/31/04: \$128,964.00

Instruction

03	07	187	1110	1000	5620	0000	0	154	Rental		\$1,133.00
03	07	187	1110	1000	4310	0000	0	154	Classroom/office supplies	\$1,133.00	

Year to date totals as of 8/31/04: \$2,607,806.81

Information Systems

03	13	714	0000	7700	5650	0000	0	113	Agreements - Maint	\$10,000.00	
03	13	714	0000	7700	4320	0000	0	113	Periodicals, Mag., Workbooks		\$10,000.00

Year to date totals as of 8/31/04: \$10,000.00

Human Resources

03	14	713	0000	7200	4490	0000	0	014	Equipment	\$1,500.00	
03	14	713	0000	7200	5330	0000	0	014	Fees & Licenses		\$1,500.00

Year to date totals as of 8/31/04: \$91,677.93

Business Services

03	03	710	0000	7200	5210	0000	0	003	Travel, Conf., & Mileage	\$5,000.00	
03	03	710	0000	7200	5650	0000	0	003	Agreements - Maint	\$650.00	
03	03	710	0000	7200	5710	0000	0	003	Postage - Interprog Serv	\$200.00	
03	15	715	0000	7200	4490	0000	0	215	Equipment		\$5,850.00

Year to date totals as of 8/31/04: \$14,850.00

Safety, Security & Student Services

03	54	612	0	3130	5840	0	0	254	Contracted Services	\$8,000.00	
03	54	612	0000	3130	4310	0	0	254	Classroom/office supplies		\$7,000.00
03	54	612	0000	3130	2411	0	0	254	Overtime-Clerical Personnel		\$1,000.00
03	54	488	0000	3900	4310	0	0	054	Classroom/office supplies	\$379.31	
03	54	488	0000	3900	5650	0	0	054	Agreements - Maint		\$379.31

Year to date totals as of 8/31/04: \$11,279.31

General Fund - Restricted

Instruction

06	07	541	0000	2490	1904	4035	4	307	Teacher on Special Assignment	\$30,000.00	
06	07	541	0000	7200	4310	4035	4	307	Classroom/office supplies		\$30,000.00
06	07	541	0000	2490	1904	4035	4	307	Teacher on Special Assignment	\$30,000.00	
06	07	541	0000	7200	4310	4035	4	307	Classroom/office supplies		\$30,000.00

06	07	928	1110	1000	2917	9010	0	007 Student Aides	\$3,360.00	
06	07	928	1110	1000	5806	9010	0	007 Scholarship		\$3,360.00
06	07	551	4760	2700	2410	4203	4	007 Clerical Personnel	\$82,538.00	
06	25	551	4760	3160	3202	4203	4	007 PERS - Classified		\$2,064.00
06	25	551	4760	3160	3302	4203	4	007 OASDI - Classified		\$1,290.00
06	25	551	4760	3160	3312	4203	4	007 Mandated Medicare-CL		\$302.00
06	25	551	4760	3160	3402	4203	4	007 Health & Welfare - CL		\$6,579.00
06	25	551	4760	3160	3502	4203	4	007 SUI - CL		\$135.00
06	25	551	4760	3160	3602	4203	4	007 Workers' Comp. - CL		\$597.00
06	25	551	4760	3160	3802	4203	4	007 PERS Reduction - CL		\$638.00
06	25	551	4760	3160	3902	4203	4	007 Other Benefits - CE		\$67.00
06	25	540	4760	3160	3202	7091	0	507 PERS - Classified		\$1,035.00
06	25	540	4760	3160	3302	7091	0	507 OASDI - Classified		\$333.00
06	25	540	4760	3160	3312	7091	0	507 Mandated Medicare-CL		\$151.00
06	25	540	4760	3160	3402	7091	0	507 Health & Welfare - CL		\$2,193.00
06	25	540	4760	3160	3502	7091	0	507 SUI - CL		\$68.00
06	25	540	4760	3160	3602	7091	0	507 Workers' Comp. - CL		\$299.00
06	25	540	4760	3160	3802	7091	0	507 PERS Reduction - CL		\$319.00
06	25	540	4760	3160	3902	7091	0	507 Other Benefits - CE		\$22.00
06	40	551	4760	3160	3202	4203	4	007 PERS - Classified		\$2,002.00
06	40	551	4760	3160	3302	4203	4	007 OASDI - Classified		\$1,247.00
06	40	551	4760	3160	3312	4203	4	007 Mandated Medicare-CL		\$292.00
06	40	551	4760	3160	3402	4203	4	007 Health & Welfare - CL		\$7,000.00
06	40	551	4760	3160	3502	4203	4	007 SUI - CL		\$131.00
06	40	551	4760	3160	3602	4203	4	007 Workers' Comp. - CL		\$578.00
06	40	551	4760	3160	3802	4203	4	007 PERS Reduction - CL		\$617.00
06	40	551	4760	3160	3902	4203	4	007 Other Benefits - CE		\$67.00
06	40	540	4760	3160	3202	7091	0	507 PERS - Classified		\$1,001.00
06	40	540	4760	3160	3302	7091	0	507 OASDI - Classified		\$623.00
06	40	540	4760	3160	3312	7091	0	507 Mandated Medicare-CL		\$146.00
06	40	540	4760	3160	3402	7091	0	507 Health & Welfare - CL		\$2,700.00
06	40	540	4760	3160	3502	7091	0	507 SUI - CL		\$65.00
06	40	540	4760	3160	3602	7091	0	507 Workers' Comp. - CL		\$289.00
06	40	540	4760	3160	3802	7091	0	507 PERS Reduction - CL		\$309.00
06	40	540	4760	3160	3902	7091	0	507 Other Benefits - CE		\$22.00
06	60	551	4760	3160	3202	4203	4	007 PERS - Classified		\$2,870.00
06	60	551	4760	3160	3302	4203	4	007 OASDI - Classified		\$1,788.00
06	60	551	4760	3160	3312	4203	4	007 Mandated Medicare-CL		\$418.00
06	60	551	4760	3160	3402	4203	4	007 Health & Welfare - CL		\$6,579.00
06	60	551	4760	3160	3502	4203	4	007 SUI - CL		\$187.00
06	60	551	4760	3160	3602	4203	4	007 Workers' Comp. - CL		\$828.00
06	60	551	4760	3160	3802	4203	4	007 PERS Reduction - CL		\$885.00
06	60	551	4760	3160	3902	4203	4	007 Other Benefits - CE		\$67.00
06	60	540	4760	3160	3202	7091	0	507 PERS - Classified		\$957.00
06	60	540	4760	3160	3302	7091	0	507 OASDI - Classified		\$596.00
06	60	540	4760	3160	3312	7091	0	507 Mandated Medicare-CL		\$139.00
06	60	540	4760	3160	3402	7091	0	507 Health & Welfare - CL		\$2,700.00
06	60	540	4760	3160	3502	7091	0	507 SUI - CL		\$62.00
06	60	540	4760	3160	3602	7091	0	507 Workers' Comp. - CL		\$276.00
06	60	540	4760	3160	3802	7091	0	507 PERS Reduction - CL		\$295.00
06	60	540	4760	3160	3902	7091	0	507 Other Benefits - CE		\$22.00
06	65	551	4760	3160	3202	4203	4	007 PERS - Classified		\$3,507.00
06	65	551	4760	3160	3302	4203	4	007 OASDI - Classified		\$2,185.00
06	65	551	4760	3160	3312	4203	4	007 Mandated Medicare-CL		\$511.00
06	65	551	4760	3160	3402	4203	4	007 Health & Welfare - CL		\$13,158.00
06	65	551	4760	3160	3502	4203	4	007 SUI - CL		\$229.00
06	65	551	4760	3160	3602	4203	4	007 Workers' Comp. - CL		\$1,012.00
06	65	551	4760	3160	3802	4203	4	007 PERS Reduction - CL		\$1,081.00
06	65	551	4760	3160	3902	4203	4	007 Other Benefits - CE		\$134.00
06	65	540	4760	3160	3202	7091	0	507 PERS - Classified		\$1,754.00
06	65	540	4760	3160	3302	7091	0	507 OASDI - Classified		\$1,093.00
06	65	540	4760	3160	3312	7091	0	507 Mandated Medicare-CL		\$256.00
06	65	540	4760	3160	3402	7091	0	507 Health & Welfare - CL		\$4,386.00
06	65	540	4760	3160	3502	7091	0	507 SUI - CL		\$115.00
06	65	540	4760	3160	3602	7091	0	507 Workers' Comp. - CL		\$682.00
06	65	540	4760	3160	3802	7091	0	507 PERS Reduction - CL		\$541.00
06	65	540	4760	3160	3902	7091	0	507 Other Benefits - CE		\$44.00

Year to date totals as of 8/31/04:

\$21,958,750.77

Transportation

06	20	770	0000	3600	4381	7230	0	000	Fuel & Oil	\$35,000.00	
06	20	770	0000	3600	5660	7230	0	000	Repairs		\$24,000.00
06	20	770	0000	3600	5840	7230	0	000	Contracted Services		\$11,000.00

Year to date totals as of 8/31/04: \$8,469,148.94

Special Ed**Instruction**

05	07	310	5770	1120	4220	6500	0	000	Other Books	\$2,500.00	
05	07	312	5750	1190	5210	6500	0	000	Travel, Conf., & Mileage		\$2,500.00

Year to date totals as of 8/31/04: \$500.00

Deferred Maintenance**Construction/Maintenance/Operations**

14	19	730	0000	8500	5840	0000	0	000	Contracted Services		\$288,488.00
14	19	730	0000	8500	6140	0000	0	000	Improvement of Sites	\$142,309.00	
14	19	730	0000	8500	6140	0000	0	000	Improvement of Sites	\$48,890.00	
14	19	730	0000	8500	6210	0000	0	000	Construction	\$97,289.00	

Year to date totals as of 8/31/04: \$273,784.00

Building Fund - Measure G**James Lick**

21	30	819	0000	8500	6210	0000	0	000	Construction	\$2,399.84	
21	30	819	0000	8500	5650	0000	0	000	Agreements - Maint		\$2,399.84

Year to date totals as of 8/31/04: \$2,399.84

Ed Center

21	52	819	0000	8500	6190	0000	0	000	Reserve - Sites	\$4,447.00	
21	60	819	0000	8500	5512	0000	0	000	Electric Service		\$4,447.00

Year to date totals as of 8/31/04: \$4,447.00

Piedmont Hills

21	45	819	0000	8500	6230	0000	0	000	Survey & Plans	\$500.00	
21	45	819	0000	8500	5895	0000	0	000	Other Operating Expenses		\$500.00

Year to date totals as of 8/31/04: \$99,095.12

Silver Creek

21	55	819	0000	8500	6230	0000	0	000	Survey & Plans	\$100.00	
21	55	819	0000	8500	5840	0000	0	000	Contracted Services		\$100.00

Year to date totals as of 8/31/04: \$100.00

Santa Teresa

21	70	819	0000	8500	6490	0000	0	000	Equipment	\$19.78	
21	70	819	0000	8500	5895	0000	0	000	Other Operating Expenses		\$19.78
21	70	819	0000	8500	5620	0000	0	000	Rental	\$18,280.54	
21	70	819	0000	8500	6214	0000	0	000	Construction		\$18,280.54

Year to date totals as of 8/31/04: \$18,300.32

\$650,666.30 \$650,666.30

RECOMMENDATION:

EAST SIDE UNION HIGH SCHOOL DISTRICT

Board Meeting of September 16, 2004
Agenda Item: 9.3
Attachment A

TO: Board of Trustees
FROM: Superintendent
PREPARED BY: Bob Nuñez, Chief Human Resources Officer
Lorraine Guerin, Director
SUBJECT: APPROVED CLASSIFIED PERSONNEL ACTIONS DATED SEPTEMBER 16, 2004

CLASSIFIED

<u>NAME</u>	<u>POSITION / SITE</u>	<u>FTE</u>	<u>EFFECTIVE</u>
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NEW EMPLOYMENT

NORIEGA, Marie	Career Center Technician / ST	0.8125	08-23-04
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RESIGNATION

REYES, Deborah	Human Resources Specialist / EC	1.0	09-13-04
SOURIVONG, Alex	Paraeducator / OG	0.8125	09-10-04
TIMS, Jody	Paraeducator / PH	0.875	08-19-04
WRIGHT, Apryl	Registrar / IH	1.0	09-15-04

RETIREMENT

MORTON, Ronald	Gardener / OG	1.0	12-31-04
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TERMINATION

TAPIA, Victoria	School Bus Driver / EC	0.50	09-16-04
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<u>NAME</u>	<u>FROM POSITION / SITE</u>	<u>TO POSITION /SITE</u>	<u>FTE</u>	<u>EFFECTIVE</u>
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CHANGE OF STATUS

SANTOS, Diana	Staff Secretary / EC (1.0)	Staff Secretary / EC (0.75)	0.75	09-22-04
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FISCAL IMPACT: As per salary schedule

FUNDING SOURCE: Various

RECOMMENDATION:

It is recommended that the Board approve the Classified Personnel Actions as outlined above.

LG/pk

EAST SIDE UNION HIGH SCHOOL DISTRICT

Board Meeting of September 16, 2004
Agenda Item 9.4
Attachment A

TO: Board of Trustees
FROM: Superintendent
PREPARED BY: Bob Nuñez, Chief Human Resources Officer
SUBJECT: APPROVE CERTIFICATED PERSONNEL ACTIONS DATED 9/16/04

<u>NAME</u>	<u>STATUS</u>	<u>FTE</u>	<u>LOC</u>	<u>POSITION</u>	<u>EFFECTIVE</u>
<u>EMPLOYMENT:</u>					
BROWN, Lauralee	Temporary	1.0	OG	Teacher/Social Studies	08/23/04
CLARKE, Anthony	Probationary	1.0	ST	Teacher/ Social Studies	08/23/04
CORONA, Matthew	Temporary	1.0	PH	Teacher/Physical Education	08/23/04
DIXON, Mike	Temporary	1.0	WCO	Teacher/Special Education	08/23/04
DOWELL, Paula	Intern	1.0	MP	Teacher/Special Education	09/01/04
GOMEZ, Carlos	Probationary	1.0	SC	Teacher/Science	08/23/04
HUSTED, KariAnn	Probationary	1.0	SC	Teacher/Art	08/25/04
KHUU, Jamie	Temporary	.8	OG	Teacher/Math	08/23/04
KOKKO, Karolyn	Intern	1.0	SC	Counselor	08/23/04
MARFIA, Melissa	Temporary	1.0	EV	Teacher/English	08/23/04
MASUDA, Anne	Probationary	.4	MP	Teacher/English	09/08/04
NGUYEN, Huan	Temporary	1.0	EV	Teacher/Math	08/23/04
RICHARDSON, Tom	Probationary	1.0	SC	Teacher/Science	08/25/04
RODAS, Eric	Temporary	.4	JL	Teacher/English	08/23/04
VERUTTI, Susan	Probationary	1.0	JL	Teacher/Special Education	08/30/04
WALDMANN, Karen	Temporary	1.0	OG	Teacher/English	08/26/04
WHITE, Teyara	Temporary	1.0	ST	Teacher/Special Education	08/23/04

RESIGNATION:

CHEN, Kitte	Intern	1.0	EV	Teacher/Special Education	09/13/04
FALCON, Melissa	Probationary 1	1.0	JL	Teacher/English	08/17/04

LEAVE OF ABSENCE:

SMITH, Cynthia	Tenured	1.0	WCO	Teacher/Math	09/30/04
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BN/jo

CERTIFIED ATHLETIC COACHES

EMPLOYMENT:

<u>NAME</u>	<u>LOCATION</u>	<u>STATUS</u>	<u>CERTIFIED</u>	<u>EFFECTIVE</u>	
				<u>FROM</u>	<u>TO</u>
GANCAYCO, Danilo C.	SC	Walk-On	Yes	02/01/04-	02/20/04
HARPER, Keith	PH	Walk-On	Yes	02/01/04-	04/30/04
HUNT, Bryan Ray	WCO	Walk-On	Yes	02/01/04-	04/30/04
HUNT, Ray	WCO	Certificated	Yes	02/01/04-	04/30/04
TRAN, Ben	PH	Walk-On	Yes	02/01/04-	04/30/04

ADULT EDUCATION PROGRAM

EMPLOYMENT:

<u>NAME</u>	<u>STATUS</u>	<u>LOCATION</u>	<u>POSITION</u>	<u>EFFECTIVE</u>	
				<u>FROM</u>	<u>TO</u>
BARRETT, Edward F.	Temporary	PX	TEACHER	09/08/04-	12/15/04
CANNIZARO, John	Temporary	IH	COUNSELOR	06/01/04-	08/01/04
KING, James A.	Temporary	IH	TEACHER	09/08/04-	12/15/04
LEUNG, Paul	Temporary	IAC	COMM ED TEACHER	09/18/04-	10/30/04
NAWALU, Leone	Temporary	IH	COMM ED TEACHER	09/08/04-	12/01/04
PEREZ ARRIETE, Claudia	Temporary	SJS	COMM ED TEACHER	09/29/04-	12/10/04
STOKES, Jonathon	Temporary	IAC	TEACHER	08/31/04-	12/09/04
VALDILLEZ, Ricardo	Temporary	RCU	COMM ED TEACHER	09/08/04-	12/01/04

ADULT EDUCATION PROGRAM – PART-TIME

EMPLOYMENT:

<u>NAME</u>	<u>STATUS</u>	<u>LOCATION</u>	<u>POSITION</u>	<u>EFFECTIVE</u>	
				<u>FROM</u>	<u>TO</u>
BUSH, Charles R.	Temporary	IH	TEACHER	09/07/04-	12/14/04
FERNANDES JR., Paul N.	Temporary	IH	TEACHER	09/07/04-	12/14/04
MOWDER, Kip A.	Temporary	AH	TEACHER	09/13/04-	12/13/04

CHANGE OF STATUS:

<u>NAME</u>	<u>STATUS</u>		<u>LOCATION</u>	<u>POSITION</u>	<u>EFFECTIVE</u>
	<u>FROM</u>	<u>TO</u>			
CAMERON, Glennis L.	Temporary	Probationary	IAC	TEACHER	08/18/2003
MARTINEZ, Evalyn M.	Temporary	Probationary	SJG/VMN	TEACHER	08/18/2003

RESIGNATION:

<u>NAME</u>	<u>STATUS</u>	<u>LOCATION</u>	<u>POSITION</u>	<u>EFFECTIVE</u>
BARBELLA, Teresa	Temporary	AH	TEACHER	08/22/2004
GARCIA, Harriet	Temporary	IH	TEACHER	08/30/2004
GRIFFIN-PEREZ, Jenner H.	Temporary	FH	TEACHER	09/02/2004
PETERS, Laurence Y.	Temporary	AH	TEACHER	08/20/2004
SCHNEIDER, Elisabeth A	Probationary	IAC/IH	TEACHER	07/19/2004

FUNDING IMPACT: As per salary schedule

FUNDING SOURCE: Various

RECOMMENDATION: It is recommended that the Board approve the certificated personnel actions as outlined above.

BN/am

EAST SIDE UNION HIGH SCHOOL DISTRICT
Minutes of the Special Meeting of Board of Trustees
Meeting Held at Education Center
August 19, 2004

The Special Meeting of the Board of Trustees was called to order at 4:06 P.M.
By President Ramirez, Clerk Mann, Member Herrera and Vice President Shirakawa were present.
Member Martinez-Roach was absent.

The Board adjourned to Closed Session to hear Update On Existing Litigation, Potential Litigation (Educ. Sec. 54856.9), Update on ESTA Grievance, Personnel Assignments-Performance Audit, Public Employee Employment/Appointments/Contracts, Release/Suspension/Dismissal/Termination of Certificated Employees, Suspension/Dismissal/Termination of Classified Employees, Employee Negotiations - ESTA, CSEA, AFT, Confidential, Administration, Superintendent's Report on Anticipated Litigation/Business Contract.

1) BOARD RECONVENED FROM CLOSED SESSION

Called to order at 6:03 P.M. Member Martinez-Roach was absent.

2) PLEDGE OF ALLEGIANCE

3) WELCOME AND EXPLANATION TO AUDIENCE

President Ramirez extended a welcome to the audience, explained the format of the meeting, and noted that all Board meetings are recorded.

4) CONSIDERATION OF PROPOSED AMENDMENTS TO THE AGENDA

NONE

APPROVAL OF PROPOSED AMENDMENTS TO THE AGENDA

NONE

5) PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD OF TRUSTEES

- Duc Hoang - Parent
- Matt Freeman -ST Field Usage

6) ATTACHMENT A/CONSENT CALENDAR

APPROVAL OF AGENDA

Motion by Vice President Shirakawa second Clerk Mann, to approve Attachment A/Consent Calendar Vote: 4/0 Member Martinez-Roach Absent (Agenda items in parentheses)

- Approve Certificated Personnel Actions Dated August 19, 2004 (6.1)
- Approve Classified Personnel Actions Dated August 19, 2004 (6.2)

7) BOARD OF TRUSTEES/SUPERINTENDENT'S COMMENTS

None

8) CLOSED SESSION

- 8.1 Student A *Vote: 4/0 Member Martinez-Roach absent*
Student B *Vote: 4/0 Member Martinez-Roach absent*
Student C *Vote: 4/0 Member Martinez-Roach absent*
Student D *Vote: 4/0 Member Martinez-Roach absent*
Student E *Vote: 4/0 Member Martinez-Roach absent*
Student F *Vote: 4/0 Member Martinez-Roach absent*

CALL TO ORDER

*ADJOURNED TO
CLOSED SESSION*

*RECONVENED FROM
CLOSED SESSION*

PLEDGE OF ALLEGIANCE

*WELCOME AND
EXPLANATION*

*CONSIDERATION OF
AMENDMENTS*

ORAL COMMUNICATIONS

CLOSED SESSION

-
- 8.2 Public Employment/Transfer (Government Code 54957)
- Chief Financial Officer (1) *Vote: 4/0 Member Martinez-Roach Absent*
 - Principal (1) *Vote: 4/0 Member Martinez-Roach Absent*
 - Villa Principal (1) *Vote: 4/0 Member Martinez-Roach Absent*

ADJOURNMENT

On motion by Clerk Mann second by Vice President Shirakawa the meeting was adjourned at 6:40 P.M.

Respectfully submitted,

Craig Mann, Board Clerk

ADJOURNMENT

**EAST SIDE UNION HIGH SCHOOL DISTRICT
Minutes of the Regular Meeting of Board of Trustees
Meeting Held at Education Center
August 26, 2004**

The Regular Meeting of the Board of Trustees was called to order at 4:05 P.M. By Vice President Shirakawa, Clerk Mann, Member Herrera and Member Martinez-Roach were present. President Ramirez arrived at 4:30 P.M.

The Board adjourned to Closed Session to hear Update On Existing Litigation, Potential Litigation (Educ. Sec. 54856.9), Update on ESTA Grievance, Personnel Assignments-Performance Audit, Public Employee Employment/Appointments/Contracts, Release/Suspension/Dismissal/Termination of Certificated Employees, Suspension/Dismissal/Termination of Classified Employees, Employee Negotiations - ESTA, CSEA, AFT, Confidential, Administration, Superintendent's Report on Anticipated Litigation/Business Contract.

1) BOARD RECONVENED FROM CLOSED SESSION

Called to order at 6:17 P.M. All members were present.

2) PLEDGE OF ALLEGIANCE

3) WELCOME AND EXPLANATION TO AUDIENCE

President Ramirez extended a welcome to the audience, explained the format of the meeting, and noted that all Board meetings are recorded.

4) SPECIAL RECOGNITIONS

Esther Carrillo-Olmos

5) CONSIDERATION OF PROPOSED AMENDMENTS TO THE AGENDA

Superintendent pulled item 8.5 from the agenda, and numbers 1 and 14 from item 9.7.

Motion by Member Martinez-Roach, Second Vice Member Herrera

Vote: 5/0

APPROVAL OF PROPOSED AMENDMENTS TO THE AGENDA

On a motion by Member Martinez-Roach, Second Vice Member Herrera

Vote: 5/0

6) PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD OF TRUSTEES

- ST Group - ST Bon Fire
- Donna. Moore r- ST field Usage
- Duc Hoang - Open Enrollment
- Dennis Umphress - Parcel Tax,
- Purchase Orders/Budget Transers
- Alicia Lara - Calif. For Justice
- Ted Scarlett - Budget Transfers
- Phil Burnett -ST Bon Fire
- John T. Moore - ST Bon Fire
- Julio Pardo - Jose Valdes Prog/Advisors
- Chris Evans - Parcel Tax
- Dana Ditmore - Jose Valdes Program
- Brenna Bolger - Jose Valdes Program

7) STUDENT ACHIEVEMENT/BOARD DISCUSSION AND/OR ACTION

7.1 Student Representative from Silver Creek and Andrew Hill High Schools

8) OPERATIONAL ITEMS/BOARD DISCUSSION AND/OR ACTION

8.1 Approve Variable Term Waiver Requests for Certificated Employees

Motion to approve by Clerk Mann, second Vice President

Shirakawa Vote: 5/0

CALL TO ORDER

*ADJOURNED TO
CLOSED SESSION*

*RECONVENED FROM
CLOSED SESSION*

PLEDGE OF ALLEGIANCE

*WELCOME AND
EXPLANATION*

SPECIAL RECOGNITIONS

*CONSIDERATION OF
AMENDMENTS*

ORAL COMMUNICATIONS

*OPERATIONAL ITEMS/BOARD
DISCUSSION AND/OR ACTION*

- 8.2 ESUHSD Wireless Telephone Service for 2004-2005
Motion to approve by Member Martinez-Roach, second Vice President Shirakawa
Vote: 5/0
- 8.3 Presentation by Taxpayer on Measure K Parel Tax Campaign
- 8.4 Presentation of Legal Counsel Support for 2003-2004
Motion to approve to reaffirm Burk, Williamson & Sorenson as designated law firm for the District and approved District list of firms for Superintendent to use when needed by Member Herrera, second by Vice President Shirakawa.
Vote: 4/1 Member Roach voting No
- 8.5 Recommend Board to Ratify July 1, 2001, Salary Schedule for Employee #104571 **Item was pulled by Superintendent**

9) **ATTACHMENT A/CONSENT CALENDAR**
APPROVAL OF AGENDA

ATTACHMENT A

Items: (9.1), (9.2), (9.7), (9.30) were pulled. Motion to approve the remainder of Consent Items as amended, Vote 3/2 Member Martinez-Roach and Member Herrera voting No

(Agenda items in parentheses)

- Approve Classified Personnel Actions Dated August 26, 2004 **(9.3)**
- Approve Certificated Personnel Actions Dated August 26, 2004 **(9.4)**
- Approve Minutes of Board Meeting Dated June 17, 2004 **(9.5)**
- Accept Grants/Gifts/Donations **(9.6)**
- Approve Contracts for Professional Services **(9.7)** (**except item 1, 14**) **these items were pulled**
- Award Bids **(9.8)**
- Approve the following Memorandums of Understanding **(9.9)**
 - Regents of UC Santa Cruz Instructional Services
 - Lockheed Martin Evergreen Valley High School
 - METRO Ed District Wide Vocational/
Occupational Programs
 - National Hispanic University Outreach Program-
Esperanza Talent Search Independence, James Lick, and
Overfelt High Schools
 - San Jose State University Evergreen Valley High School
 - YMCA of Santa Clara Special Education
 - 24x6, Inc.
- Approve School Field Trips **(9.10)**
- Adopt Resolution #2004/2005-01 and Itemized List of Surplus/Obsolete Equipment for Sale and/or Disposal per Education Code Section 17545 and 17546 **(9.11)**
- Request Authorization to Increase the Cost of a National School Lunch Meal to \$2.50 Effective October 1, 2004 **(9.12)**
- Approve to Accept Donation Agreement Between the City of San Jose and the East Side Union High School District for the Conveyance of Real Property at Andrew Hill School **(9.13)**
- Notice of Completion for the Tennis Court Resurfacing at Silver Creek High School **(9.14)**
- Notice of Completion for the Floor Covering at Various Sites (Oak Grove, Foothill, Mt. Pleasant, Andrew Hill, Yerba Buena, Independence, Overfelt, Overfelt Adult Education Center, Silver Creek) **(9.15)**
- Notice of Completion for the Concrete Work at Various Sites (James Lick, Oak Grove, Mt. Pleasant, Andrew Hill) **(9.16)**
- Notice of Completion for the Asphalt Work at Various Sites (Oak Grove, Mt. Pleasant, Overfelt Adult Education Center, Andrew Hill) **(9.16)**
- Notice of Completion for Roofing Repairs at Various Sites (Andrew Hill, and Santa Teresa) **(9.18)**
- Approve Revised Job Description and Salary Range for Director of Human Resources **(9.19)**

- Approve Job Description and Salary Range for Breakthrough East Side Program Manager (9.20)
 - Approve Revised Board Policy BB270 Conflict of Interest to Reflect the New Titles for the New Job Titles for 2004-2005 (9.21)
 - Recind Board Memo of April 8, 2004:
Authorize Administration to Exceed Maximum Department Class Sizes as Defined in Section 15.1 of the Collective Bargaining Agreement Between the District and the East Side Teachers Association/CTA/NEA (9.22)
 - Revise JPA Agreement and By-Laws for Worker's Compensation (9.23)
 - Approve 2004/2005 Bell Schedules (9.24)
 - Adopt Resolution #2004/05-02 Approving Contract #GCTR-4408 for General Child Development Program Services in the Amount of \$1,383,796
General Child Care Services will be at Independence, Andrew Hill, James Lick, Mt. Pleasant, W.C. Overfelt, Yerba Buen, Santa Teresa and Evergreen Valley Child Development Centers (9.25)
 - Adopt Resolution #2004/05-03 Approving Contract #FCAP-3276 in the Amount of \$10,762 for Infant and Toddler Child Care Resources Program (9.26)
 - Adopt Resolution #2004/05-04 Approving Contract #GRPK-3574 in the Amount of \$2,467 for Pre-Kindergarten Child Care Resources Program (9.27)
 - Adopt Resolution #2004/05-05 Approving Contract #GRPM-3061 in the Amount of \$50,000 for Facilities Renovation and Repairs at Andrew Hill, James Lick, Mt.Pleasant, Yerba Buena,Santa Teresa and Independence Children's Centers (9.28)
 - Accept Contract #2004/05-06 Approving Head Start Contract in the amount of \$156,000 to Provide Program Enhancement to the Cal-SAFE Program at W.C. Overfelt and Foothill Family Learning Centers for the Periods of May 1, 2004, through April 30, 2005 (9.29)
 - Approve Employment Contract for Chief Financial Officer (9.31)

 - **Motion to approve item 9.1 by Clerk Mann, second Vice President Shirakawa
Vote: 5/0**
 - **Motion to approve item 9.2 by Clerk Mann, second Vice President Shirakawa
Vote: 5/0**
 - **Motion to approve item 9.30 by Clerk Mann, second Vice President Shirakawa
Vote: 5/0**
- 10) **WRITTEN REPORTS**
- 10.1 Quarterly Report on Santa Clara County Treasury Investment Portfolio
Status as of June 30, 2004
- 11) **BOARD OF TRUSTEES/SUPERINTENDENT'S COMMENTS**
- 11.1 Board of Trustees
Member Martinez-Roach: Asked if the Student Advisory Committee Meeting dates were posted and invited everyone to attend these important meetings with the students.
- 11.2 Superintendent
Bob Nuñez, Don McKell and Larry Scharsch were thanked for their efforts in the resolution of the Student Advisors issue.
- 12) **CLOSED SESSION**
- 12.1 Expulsions – None
- 12.2 Public Employee Discipline/Dismissal/Release(Government Code Section 54957)

*WRITTEN REPORTS**BOARD/SUPERINTENDENT
COMMENTS**CLOSED SESSION*

- 12.3 Conference with Labor Negotiators (Government Code Section 54957.6) Agency Designated Representatives: Superintendent, Dr. Zendejas
Employee Organization: East Side Teachers Association
- 12.4 Anticipated Litigation (Government Code Section 54956.9)
Conference with Legal Counsel – ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9 statement threatening litigation. (2) Potential cases
- 12.5 Public Employee Performance Evaluation (Government Code Section 54957)
- 12.6 Public Employment/Transfer (Government Code Section 54957)
- Interim Director of Special Services - John Najac
**Motion to approve by Clerk Mann,
second by Vice Member Herrera Vote: 4/0**
- Interim Co-Director - Cari Vaeth - Adult Education
**Motion to approve by Clerk Mann,
second by Member Martinez-Roach Vote: 5/0**
- Associate Principal -
Theresa Ceja-Marquez:
**Motion to approve by Clerk Mann,
second by Member Herrera Vote: 5/0**
Greg Louie
**Motion to approve by Member Herrera,
second by Clerk Mann Vote: 5/0**
Kelly Daugherty
**Motion to approve by Clerk Mann,
second by Member Herrera Vote: 5/0**
Vito Chiala
**Motion to approve by Member Martinez-Roach,
second by Member Herrera Vote: 5/0**
Ray Valverde
**Motion to approve by Clerk Mann,
second by Member Herrera Vote: 5/0**
- Director of Human Resources - Lorraine Guerin
**Motion to approve by Clerk Mann,
second by Member Martinez-Roach Vote: 5/0**

ADJOURNMENT

On motion by Clerk Mann second by Vice President Shirakawa the meeting was adjourned at 8:30 P.M.

Respectfully submitted,

Craig Mann
Board Clerk

East Side Union High School District

Board Meeting of September 16, 2004
Agenda Item: 9.6
Attachment A

TO: Board of Trustees

FROM: Superintendent

SUBJECT: Acceptance of /Grants /Gifts/Donations

DATE: September 16, 2004

Grant Awards

Kaiser Permanente	Grant Award of \$10,000 for a period of 1 year	ESUHD -Marilyn Bliss
California State Department of Education	Grant Award of \$3,758 for the 2003/2004 school year	ESUHSD Child Development Program - Lynda Remley
United States Department of Education	Grant Award of \$23,952 for the 2004/2005 school year	Indian Education - Lynda Remley
United States Department of Education	Grant Award of \$23,906 for the 2003/2004 school year	Indian Education - Lynda Remley

FISCAL IMPACT

N/A

FUNDING SOURCE

N/A

RECOMMENDATION

It is Recommended that the Board accept the Awards/Donations.

EAST SIDE UNION HIGH SCHOOL DISTRICT

Board Meeting of September 16, 2004
Agenda Item: 9.7 (A through C)
Attachment A

TO: Board of Trustees
FROM: Superintendent
PREPARED BY: Jack Mahrt/Marie dela Cruz
SUBJECT: Contracts for Professional Services

The following professional contract services are recommended for approval.

PROFESSIONAL CONTRACT SERVICES

A. SCHOOL SITES/EDUCATION CENTER

	CONTRACTOR NAME	CONTRACT PERIOD	COST/ FUNDING SOURCE	SCHOOL/DEPT MANAGER	PURPOSE
1	Francisca Sanchez	August 2004	\$1,596.70 Smaller Learning Communities Grant	Career Services B. Childress	Workshop presenter for "Assisting English Language Learners in Smaller Learning Communities" conference held at Evergreen Valley College
2	New Century Security Services	July 2004-July 2005	\$75,000.00 Adult Education	Independence Adult Ed. Center C. Vaeth/R. Abeyta	Provide security services for Independence Adult Education Center
3	Santa Clara County District Attorney's Office	August 2004-June 2005	\$50,000.00 Student Services	Safety, Security & Student Services R. Abeyta	District Attorney services for Student Attendance Recovery Board (SARB)
4	National Conference for Community Justice (NCCJ)	Sept 2004-June 2005	\$150,000 General Fund (budgeted)	Inst. Services A. Darin	Camp Anytown USA Leadership Program for district students and staff to enhance faculty-student communications, police- youth relations, conflict resolution skills, citizenship values and respect for diversity

EAST SIDE UNION HIGH SCHOOL DISTRICT

B. SPECIAL EDUCATION

	CONTRACTOR NAME	CONTRACT PERIOD	COST/ FUNDING SOURCE	SCHOOL/DEPT MANAGER	PURPOSE
1	Heartspring (Kansas)	July 2004-June 2005	\$126,000.00 Special Education	Special Services J. Najac	Non-Public School services for (1) student per IEP requirements and court settlement
2	Parents Helping Parents	July 2004-June 2005	\$3,000.00 Special Education	Special Services J. Najac	Assistive Technology Evaluation services to Special Education students per IEP requirements
3	Esther B. Clark School at the Children's Health Council	July 2004-June 2005	\$210,000.00 Special Ed	Special Services J. Najac	Non-public school services for (4) special education students per IEP requirements

C. FACILITIES

	CONTRACTOR NAME	CONTRACT PERIOD	COST/ FUNDING SOURCE	SCHOOL/DEPT MANAGER	PURPOSE
1	Aedis Architecture & Planning	July 2004-March 2005	\$171,250.00 Measure G	Facilities A. Garofalo	Architectural design services for new classrooms at the Independence Adult Education Center (replace portables)
2	Aedis Architecture & Planning	July 2004-March 2005	\$171,250.00 Measure G	Facilities A. Garofalo	Architectural design services for new classrooms at the Overfelt Adult Education Center (replace portables)
3	Bruce Flynn & Associates	May-Dec. 2004	\$9,800.00 Measure A	Facilities A. Garofalo	Project inspection for relocatable classrooms at Evergreen Valley High School
4	Carroll Engineering	Aug. 2004-Jan. 2005	\$5,500.00 Measure G	Facilities A. Garofalo	Engineering services for the Music Building J project at Oak Grove High School
5	ERT, Inc.	Aug. 2004-Dec. 2004	\$2,675.00 Measure G	Facilities A. Garofalo	Asbestos and lead monitoring for the Music Building J project at Oak Grove High School

EAST SIDE UNION HIGH SCHOOL DISTRICT

6	HMC Architects	Sept-August 2005	\$61,517.00 Measure G <i>Amendment to Board Approval 6/17/04</i>	Facilities A. Garofalo	Additional amount for landscape demolition and new landscape for the Santa Teresa Beautification project
7	Smith-Emery Co.	Aug. 2004-Dec. 2005	\$10,000.00 Measure G	Facilities A. Garofalo	Testing and inspection services for the Athletic Field Improvements project at Piedmont Hills High School
8	Smith-Emery Co.	Aug. 2004-Dec. 2005	\$10,000.00 Measure G	Facilities A. Garofalo	Testing and inspection services for the Athletic Field Improvements project at Santa Teresa High School
9	Smith-Emery Co.	Aug. 2004-Dec. 2005	\$10,000.00 Measure G	Facilities A. Garofalo	Testing and inspection services for the Athletic Field Improvements project at Andrew Hill High School
10	Spencer Associates Architects and Planners	Aug 2004-June 2005	\$15,000.00 plus reimbursable expenses Measure G	Facilities A. Garofalo	Architectural and engineering services for telephone and data improvements at Piedmont Hills High School

*Program Managers

FISCAL IMPACT

Various - see details above

FUNDING SOURCE

Various - see details above

RECOMMENDATION

Recommend approval of contract professional services listed above.

EAST SIDE UNION HIGH SCHOOL DISTRICT

Board Meeting of September 16, 2004
Agenda Item: 9.8 (A through H)
Attachment A

TO: Board of Trustees
FROM: Superintendent
PREPARED BY: Jack Mahrt/Marie dela Cruz
SUBJECT: Bid Awards
A-H) Yerba Buena Modernization – Building 200

The following bids are recommended for approval.

A. Yerba Buena High School Modernization - Building 200

Bid Package #1- General Trades

Bid No. B-20-03-04

Bid Opening: August 24, 2004 2:00 pm

Legal Advertisements: San Jose Mercury News- June 2 & 9, 2004
San Jose Post Record-June 2, 9, 22 & 29, 2004
Daily Pacific Builder-June 2, 9, 22 & 29, 2004

Bid Results:

<u>CONTRACTOR NAME</u>	<u>BASE BID</u>
Gonsalves & Stronck	2,556,777
Fernandes & Sons	2,820,400

FISCAL IMPACT

\$2,571,477

(includes \$14,700 insurance cost)

FUNDING SOURCE

Measure G

State Facility Program Fund

Recommendation: It is recommended that the Board of Trustees award the base bid plus cost of insurance for bid #B-20-03-04 to Gonsalves & Stronck, the lowest responsive, responsible bidder, for Bid Package #1-General Trades for the Building 200 Modernization Project at Yerba Buena High School.

B. Yerba Buena High School Modernization - Building 200

Bid Package #2- Electrical

Bid No. B-04-04-05

Bid Opening: August 24, 2004 2:00 pm

Legal Advertisements: San Jose Post Record-June 22 & 29, 2004
Daily Pacific Builder-June 22 & 29, 2004

EAST SIDE UNION HIGH SCHOOL DISTRICT

Bid Results:

<u>CONTRACTOR NAME</u>	<u>BASE BID</u>
Sasco Electric	618,045
Cupertino Electric	620,064
Del Monte Electric	623,700
Sprig Electric	627,550
Turnkey Electric	698,076

FISCAL IMPACT

\$627,342.37

(includes \$9,297.37 insurance cost)

FUNDING SOURCE

Measure G

State Facility Program Fund

Recommendation: It is recommended that the Board of Trustees award the base bid plus the cost of insurance for bid #B-04-04-05 to Sasco Electric, the lowest responsible bidder, for Bid Package #2-Electrical for the Building 200 Modernization Project at Yerba Buena High School

C. Yerba Buena High School Modernization - Building 200

Bid Package #3- Mechanical

Bid No. B-05-04-05

Bid Opening: August 24, 2004 2:00 pm

Legal Advertisements: San Jose Post Record-June 22 & 29, 2004

Daily Pacific Builder-June 22 & 29, 2004

Bid Results:

<u>CONTRACTOR NAME</u>	<u>BASE BID</u>
Environmental Systems Inc.	376,200
Thermal	392,288
O.C. Mc Donald	396,905
WKW	405,350
Hellwig	418,368
Kinetics	418,870
Aire Sheet Metal	420,200

FISCAL IMPACT

\$385,200

(includes \$9,000 insurance cost)

FUNDING SOURCE

Measure G

State Facility Program Fund

Recommendation: It is recommended that the Board of Trustees award the base bid plus cost of insurance for bid #B-05-04-05 to Environmental Systems, Inc., the lowest responsible bidder, for Bid Package #3-Mechanical for the Building 200 Modernization Project at Yerba Buena High School.

EAST SIDE UNION HIGH SCHOOL DISTRICT

D. Yerba Buena High School Modernization - Building 200

Bid Package #4- Painting

Bid No. B-06-04-05

Bid Opening: August 24, 2004 2:00 pm

Legal Advertisements: San Jose Post Record-June 22 & 29, 2004
Daily Pacific Builder-June 22 & 29, 2004

Bid Results:

<u>CONTRACTOR NAME</u>	<u>BASE BID</u>
George E. Masker Inc.	69,938
Mastria	82,005
Thompson	128,150

FISCAL IMPACT

\$72,736

(includes \$2,798 insurance cost)

FUNDING SOURCE

Measure G

State Facility Program Fund

Recommendation: It is recommended that the Board of Trustees award the base bid plus cost of insurance for bid #B-06-04-05 to George E. Masker, Inc., the lowest responsible bidder, for Bid Package #4-Painting for the Building 200 Modernization Project at Yerba Buena High School.

E. Yerba Buena High School Modernization - Building 200

Bid Package #5- Roofing

Bid No. B-07-04-05

Bid Opening: August 24, 2004 2:00 pm

Legal Advertisements: San Jose Post Record-June 22 & 29, 2004
Daily Pacific Builder-June 22 & 29, 2004

Bid Results:

<u>CONTRACTOR NAME</u>	<u>BASE BID</u>
Alcal Roofing	251,784
Western Roofing	258,280
Andy's Roofing	287,508
IMR	339,400
Best Roofing	340,780

FISCAL IMPACT

\$261,781

(includes \$9,997 insurance cost)

FUNDING SOURCE

Measure G

State Facility Program Fund

Recommendation: It is recommended that the Board of Trustees award the base bid plus cost of insurance for bid #B-07-04-05 to Alcal Roofing, the lowest

EAST SIDE UNION HIGH SCHOOL DISTRICT

responsible bidder, for Bid Package #5-Roofing for the Building 200 Modernization Project at Yerba Buena High School.

**F. Yerba Buena High School Modernization - Building 200
Bid Package #6- Structural & Decorative Steel**

Bid No. B-08-04-05

Bid Opening: August 24, 2004 2:00 pm

Legal Advertisements: San Jose Post Record-June 22 & 29, 2004
Daily Pacific Builder-June 22 & 29, 2004

Bid Results:

<u>CONTRACTOR NAME</u>	<u>BASE BID</u>
American Steel	135,348

FISCAL IMPACT

\$159,348

(includes \$24,000 insurance cost)

FUNDING SOURCE

Measure G

State Facility Program Fund

Recommendation: It is recommended that the Board of Trustees award the base bid plus cost of insurance for bid #B-08-04-05 to American Steel & Stairways, Inc., the lowest responsible bidder, for Bid Package #6- Structural and Decorative Steel for the Building 200 Modernization Project at Yerba Buena High School.

**G. Yerba Buena High School Modernization - Building 200
Bid Package #7 - Concrete**

Bid No. B-09-04-05

Bid Opening: August 24, 2004 2:00 pm

Legal Advertisements: San Jose Post Record-June 22 & 29, 2004
Daily Pacific Builder-June 22 & 29, 2004

Bid Results:

<u>CONTRACTOR NAME</u>	<u>BASE BID</u>
Casey Fogli	387,409

FISCAL IMPACT

\$403,717

(includes \$16,308 insurance cost)

FUNDING SOURCE

Measure G

State Facility Program Fund

Recommendation: It is recommended that the Board of Trustees award the base bid plus cost of insurance for bid #B-09-04-05 to Casey Fogli Concrete Contractors, Inc., the lowest responsible bidder, for Bid Package #3-Mechanical for the Building 200 Modernization Project at Yerba Buena High School.

EAST SIDE UNION HIGH SCHOOL DISTRICT

H. Yerba Buena High School Modernization - Building 200

Bid Package #8- Abatement and Demolition

Bid No. B-10-04-05

Bid Opening: August 24, 2004 2:00 pm

Legal Advertisements: San Jose Post Record-June 22 & 29, 2004
Daily Pacific Builder-June 22 & 29, 2004

Bid Results:

<u>CONTRACTOR NAME</u>	<u>BASE BID</u>
CST Environmental	214,368
Demo Masters	239,460
Performance	Non-responsive
Janus Corp	Non-responsive

FISCAL IMPACT

\$219,737

(includes \$5,369 insurance cost)

FUNDING SOURCE

Measure G

State Facility Program Fund

Recommendation: It is recommended that the Board of Trustees award the base bid plus cost of insurance for bid #B-10-04-05 to CST Environmental, the lowest responsive, responsible bidder, for Bid Package #8- Abatement and Demolition for the Building 200 Modernization Project at Yerba Buena High School.

EAST SIDE UNION HIGH SCHOOL DISTRICT

Board Meeting of September 16, 2004

Agenda Item: 9.9

Attachment A

TO: Board of Trustees
FROM: Superintendent
PREPARED BY: Jack Mahrt/Marie dela Cruz
SUBJECT: Memorandums of Understanding

The following Memorandums of Understanding are recommended for approval.

MEMORANDUMS OF UNDERSTANDING

	CONTRACTOR NAME	CONTRACT PERIOD	TERMS OF AGREEMENT	SCHOOL/DEPT	PURPOSE
1	Pathway Society	August 26, 2004- August 31, 2005	Provider shall be responsible for all costs and expenses of the program	Mt. Pleasant G. Castro- Stanley	Provide substance abuse counseling, crisis intervention and brief assessments
2	YMCA of Santa Clara Valley South Valley Branch Santa Teresa Blvd., San Jose	August 2004- May 2005	Provider to provide facilities including Teen Center, Group exercise room and outdoor soccer field for Special Education students. District pays \$1,580 per month provided by Special Education Funds	Special Education J. Najac	Adult transition program for Special Education students in the post senior program
3	The Bay Area School Reform Collaborative (BASRC)	Sept 1, 2004- August 31, 2005	Provider to provide network license and related software maintenance to support the BASRC Project: Birddog Suite of School Accountability software District to reimburse BASRC installation fee of \$5,400 and \$1,800 service agreement for 2 modules	Ed. Services A. Darin	Compliance software for Title I and EIA programs
4	YWCA of Santa Clara Valley	August 25, 2004- June 9, 2005	Provider to provide Teen pregnancy prevention program, tutoring, family life, and youth development sessions District to provide facilities and coordinate delivery of services to students	Mt. Pleasant G. Castro- Stanley	Student support services

EAST SIDE UNION HIGH SCHOOL DISTRICT

5	Vietnamese Voluntary Foundation	Sept. 1, 2004- August 31, 2005	Provider to provide gang awareness training, social and leadership skills program for students including staff and supplies. District to provide facilities and assist with program coordination	Mt. Pleasant G. Castro- Stanley	Student support services
6	San Jose Youth Conservation Corps.	September 2004- July 2005	After school program to provide homework assistance, service work experience, educational workshops, tutoring, and field trips for at-risk students and recycling program	Independence W. Gudalewicz	After-school program for identified students

FISCAL IMPACT

Various - see details above

FUNDING SOURCE

Various - see details above

RECOMMENDATION

Recommend approval of Memorandums of Understanding listed above.

EAST SIDE UNION HIGH SCHOOL DISTRICT

Board Meeting of September 16, 2004
Agenda Item: 9.10
Attachment A

TO: Board of Trustees
FROM: Superintendent
PREPARED BY: Art Darin, Chief Academic Officer, Instructional Services
SUBJECT: **Approve Field Trips**

Below please find a list of field trips to be taken by student groups by various schools. These field trips require approval by the Board since they are beyond our local area and may include air transportation.

School	Field Trip Location	Dates of Field Trip	Budget Impact	Rationale	Transportation
WCO	Sacramento, CA	9/24/04 – 9/26/04	Student/Parent Contribution, Fundraisers	Volleyball Tournament	Private Vehicles
JL	Inyo County – Death Valley National Park	10/23/04 – 10/29/04	Fundraisers	Educational Trip	Private Vehicles
AH	Chico, CA	9/16/04 – 9/18/04	Student/Parent Contribution, Fundraisers	Volleyball Tournament	Public Transportation

These field trips have been reviewed by the Administration and are cleared for the necessary amount of staff supervisors and funding source(s).

FISCAL IMPACT

N/A

FUNDING SOURCE

N/A

RECOMMENDATION

The Board approves the Field Trips as listed above pending purchase of trip insurance on travel out of the Country and the Continental U.S.

AD/csr

EAST SIDE UNION HIGH SCHOOL DISTRICT

Board Meeting of September 16, 2004
Agenda Item: 9.11
Attachment A

TO: Board of Trustees
FROM: Superintendent
PREPARED BY: Jack Mahrt
SUBJECT: Adopt Resolution #2004/2005 – 07 Approving Authorized Signatures

SUMMARY

The attached resolution has been prepared to update the list of district representatives authorized to sign payroll, contracts, and other associated financial documents on behalf of the district.

FINANCIAL IMPACT:
N/A

FUNDING SOURCE:
N/A

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution 2004/2005 – 07 approving the authorized signatures effective September 16, 2004

EAST SIDE UNION HIGH SCHOOL DISTRICT

RESOLUTION #2004/2005-07 AUTHORIZED SIGNATURES

WHEREAS Education Code Section 42641 provides that the Board of Trustees may issue payroll orders to be drawn for the payment of salaries and wages of employees; and (1)

WHEREAS Education Code Section 42633 requires the Board of Trustees to file with the County Superintendent of Schools verified signatures of all persons authorized to sign orders in its name.(2)

NOW, THEREFORE BE IT RESOLVED that the East Side Union High School District's Board of Trustees authorizes and empowers any of the following to sign any and all orders in the name of said district drawn on the funds of said district.

Payroll Orders/Warrants(1)

Dr. Esperanza Zendejas
Jack Mahrt
Nancy Siu

Contracts(2)

Dr. Esperanza Zendejas
Jack Mahrt
Nancy Siu
Marie delaCruz

PASSED AND ADOPTED by the Board of Trustees of the East Side Union High School District, this 16th day of September, 2004, by the following vote:

AYES _____
NOES _____
ABSENT _____

I, _____, _____ of the Board of Trustees of the East Side Union High School of Santa Clara County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Board at a meeting thereof held at its regular place of meeting on the date shown above and by the vote above stated, which resolution is on file in the office of said Board.

East Side Union High School District
Board of Trustees

EAST SIDE UNION HIGH SCHOOL DISTRICT

Board Meeting September 16, 2004
Agenda Item: 9.12
Attachment A

TO: Board of Trustees
FROM: Superintendent
PREPARED BY: Jack Mahrt/Marie dela Cruz
SUBJECT: Adopt Resolution #2004/2005-08 an Itemized List of Surplus/Obsolete Equipment for Sale and/or Disposal per Education Code Sections 17545 and 17546

Attached is a Resolution and an itemized list of surplus/obsolete equipment that is no longer needed for school purposes and will be sold and/or disposed of in accordance with Education Code Sections 17545 and 17546.

FINANCIAL IMPACT

NONE

FUNDING SOURCE

NONE

RECOMMENDATION:

It is recommended that the Board of Trustees approve the resolution and itemized list of surplus/obsolete equipment for sale and/or disposal pursuant to Education Code Sections 17545 and 17546.

East Side Union High School District
of
Santa Clara County, State of California

RESOLUTION #2004/2005-08
SALE AND DISPOSAL OF SURPLUS PROPERTY

WHEREAS, Education Code 17545 authorizes the sale for cash of any property belonging to the District if the property is not required for school purposes, or it should be disposed of for the purpose of replacement, or it is unsatisfactory or not suitable for school use;

WHEREAS, Education Code 17545 and 17546 provides for procedures to implement such a sale, public or private, conducted by staff, other public agencies, or by contract with a private auction firm;

WHEREAS, Education code 17546 provides for private sale of items not exceeding \$2500 in value, donations to charitable organizations or disposal if property is of insufficient value to defray costs of arranging a sale;

Now, therefore, be it resolved that this Board does hereby authorize such a sale, donation, and/or disposal of surplus property, under the direction of the Director of General Services and/or Assistant Superintendent, Business Services.

PASSED AND ADOPTED this 16th day of September 2004 by the Governing Board of the East Side Union High School District at its regular meeting held at 830 N. Capitol Avenue, San Jose, State of California.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

I certify that the foregoing resolution was duly introduced, passed, and adopted by the ESUHSD Board of Education at a meeting held on September 16, 2004.

Secretary
ESUHSD Board of Education

EAST SIDE UNION HIGH SCHOOL DISTRICT

**Surplus Equipment
September 16, 2004
Agenda Item: 9.12**

QTY	DESCRIPTION	SERIAL NO.	ESUHSD NO.	LOCATION	REASON
1	Jet 14" Band Saw	n/a	none	Silver Creek	Not usable
1	DW733 Power Planer, De Walt	9846CT0265	none	Silver Creek	Not usable
1	DW7447 Table Saw, De Walt	SER84040	none	Silver Creek	Not usable
1	DW708 Mitre Saw, De Walt	SER20574	none	Silver Creek	Not usable

EAST SIDE UNION HIGH SCHOOL DISTRICT

Board Meeting of September 16, 2004
Agenda Item: 9.13
Attachment A

TO: Board of Trustees
FROM: Superintendent
PREPARED BY: Alan Garofalo
SUBJECT: Approve New Board Policy 5142.1 Pertaining to Fire Prevention and Safety Compliance

This Board Policy will provide a fire safe environment through safety practices and the standardization of procedures throughout the District to comply with State and Federal fire codes. The following are not allowed on the school grounds at anytime:

- Open fires including Bon Fires of any type
- Pyrotechnics of any type
- Explosive devices such as firecracker

FINANCIAL IMPACT:
N/A

FUNDING SOURCE:
N/A

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Board Policy 5142.1 – Fire Prevention and Safety Compliance

Attachment

AG:kk

East Side Union High School District
Proposed Board Policy
BP 5142.1
Students

Fire Prevention and Safety Compliance

The Governing Board Believes priority should be given to provide a safe environment through safety practices and the standardization of procedures throughout the District to comply with State and Federal fire codes.

The following are not allowed on the school grounds at anytime:

1. Open fires including Bon Fires of any type.
2. Pyrotechnics of any type.
3. Explosive devices such as a firecracker.

EAST SIDE UNION HIGH SCHOOL DISTRICT

Board Meeting of September 16, 2004
Agenda Item: 9.14
Attachment A

TO: Board of Trustees
FROM: Superintendent
PREPARED BY: Alan Garofalo
SUBJECT: Approve Lease Agreement Between East Side Union High School District and Alum Rock School District for MACSA Charter School Interim Housing on the Grandin H. Miller Elementary School Site

The District would like to establish interim housing with Alum Rock School District on the Grandin H. Miller Elementary School Site for the MACSA Charter School. The term of this agreement shall be for one year commencing September 1, 2004 and terminating on August 31, 2005.

FINANCIAL IMPACT:
\$11,280.00 per Month

FUNDING SOURCE:
Developer Fees

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Alum Rock School District Lease Agreement for the MACSA Charter School.

Attachment

AG:kk

Lease Agreement
Grandin H. Miller Elementary School
1250 South King Road
San Jose, CA 95122

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LEASE AGREEMENT

THIS AGREEMENT, is effective this 1st day of September 2004 by and between, **Alum Rock Union Elementary School District**, a subdivision of the State of California, (hereinafter referred to as "LESSOR"); and **East Side Union High School District**, a subdivision of the State of California, hereafter referred to as "LESSEE").

IT IS AGREED between the parties as follows:

1. **DESCRIPTION.** LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the following Premises: A portion of the Grandin H. Miller School Site commonly known as the Wings "C", "D", "E" and "F" and contiguous ground as shown on Exhibit "A". The entire Grandin H. Miller School Site, "The Site", is shown on Exhibit "B".

2. **TERM.** The term of this lease shall be for one (1) year commencing September 1, 2004 (the "Commencement Date") and terminating on August 31, 2005.

Notwithstanding the above or any other term or condition of this Lease, LESSOR may terminate this Lease upon giving LESSEE Ninety Days (90) written notice of LESSOR's intent to dispose of the Premises or use the Premises for any school district purpose whatsoever.

3. **OPTION.** LESSOR may at LESSEE'S option, provided LESSEE is not in default under any of the terms and conditions of the Lease, extend the term of the Lease for one additional term of One (1) year. LESSEE shall exercise the option of one (1) year by delivering to LESSOR written notice of LESSEE'S intention to exercise the option at least four (4) months prior to August 31, 2005, but not earlier than nine (9) months prior to said date.

Such extended term shall be upon all the same terms, covenants, and conditions set forth in this Lease and which apply to the initial term of this Lease, including the rent which shall increase by a figure which equals five percent (5%) of the prior year's total rental fee pursuant to the terms of Paragraph 4 below.

Notwithstanding any provision of this paragraph, or any other provision of the Lease, LESSEE acknowledges that it shall have no right to any such option, if no later than thirty (30) days after LESSEE'S notice to LESSOR of LESSEE'S intent to exercise the option, LESSOR notifies LESSEE in writing that LESSOR intends to sell or use the Premises for any School District purpose whatsoever.

4. **RENT.** The LESSEE agrees to and shall pay to LESSOR at 2930 Gay Avenue, San Jose, Ca. 95127, or such other place as the LESSOR shall from time to time in writing designate, as rent for the leased Premises the amount of Twelve

Thousand Dollars (\$12,000.00), as the base monthly rent for the 1st year of the Lease.

Said rent shall be payable in advance on the first day of each month.

5. **LATE CHARGES.** If LESSOR does not receive any installment of rent or any other sum due from LESSEE within ten (10) days after such amount shall be due, LESSEE shall pay to LESSOR, as additional rent, a late charge equal to five percent (5%) of such overdue amount

6. **ADDITIONAL RENT.** Taxes, late charges, costs, expenses and any other obligation which LESSEE is required to pay, together with all interest and penalties that may accrue thereon in the event of LESSEE's failure to pay such amounts and all reasonable damages, costs and attorneys' fees and expenses which LESSOR may incur by reason of any default of LESSEE or failure on LESSEE's part to comply with the terms of this Lease, shall be deemed to be additional rent ("Additional Rent") and, in the event of nonpayment by LESSEE, LESSOR shall have all of the rights and remedies with respect thereto as LESSOR has for the nonpayment of the monthly rent.

7. **SECURITY DEPOSIT.** LESSOR acknowledges that LESSEE has deposited with LESSOR a sum equal to the first month's rent ("Security Deposit") to secure the faithful performance by LESSEE of each term, covenant and condition of this Lease. If LESSEE shall at any time fail to make any payment or fail to keep or perform any term, covenant and condition on it's part to be made or performed or kept under this Lease, LESSOR may, but shall not be obligated to and without waiving or releasing LESSEE from any obligation under this Lease, use, apply, or retain the whole or any part of the Security Deposit (a) to the extent of any sum due to LESSOR: or (b) to make any required payment on LESSEE's behalf, or (c) to compensate LESSOR for any loss, damage, attorney's fees or expenses sustained by LESSOR due to LESSEE's default. In such event, LESSEE shall, within five (5) business days of written demand by LESSOR, remit to LESSOR sufficient funds to restore the Security Deposit to it's original sum. No interest shall accrue on the Security Deposit. Should LESSEE comply with all the terms, covenants, and conditions of this Lease and at the end of the term of this Lease leave the Premises in the condition required by this Lease, then said Security Deposit, less any sums owing to LESSOR, shall be returned to LESSEE within thirty (30) days after the termination of this Lease and vacancy of the Premises by LESSEE

8. **DELIVERY.** LESSOR shall deliver to LESSEE on the first day of the term of this Lease possession of the Premises, clear of all tenancies and occupancies. LESSOR shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises. By entry and taking possession of the Premises pursuant to this Lease, LESSEE accepts the Premises in it's current "as is" condition

9. **USE OF PREMISES.**

A. LESSEE may use the Premises as MACSA Academia Calmecac Charter High School or any purpose consistent with the zoning policy of the City of San Jose. LESSEE shall not use the Premises for any use other than those specified in this paragraph without the prior consent of the LESSOR, which consent shall not be unreasonably withheld. LESSEE shall use the Premises only in conformance with applicable governmental laws, regulations, rules and ordinances. LESSEE shall indemnify, defend, and hold LESSOR harmless against any loss, expense, damage, attorney fees or liability arising out of failure of LESSEE to comply with any applicable law. LESSEE shall comply with LESSOR's District wide policy prohibiting the use of tobacco products on the Premises at any time. LESSEE shall not commit or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the premises, or allow the Premises to be used for any unlawful purpose, or place any loads up on the floor, walls or ceiling which endanger the structure, or place any harmful liquids, in the drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designed for that purpose. Any uses, which involve the serving and / or sale of alcoholic beverages and the conducting of games of chance, are prohibited on the Premises.

B. Nothing herein shall restrict or limit the public use of the athletic fields, and play areas on the Grandin H. Miller School Site. All play areas and athletic fields shall be available for community use as required from time to time by LESSOR.

10. **INDEMNIFICATIONS AND INSURANCE**

A. LESSEE agrees to indemnify, hold harmless and defend LESSOR, its officers, employees and agents from any and all claims, causes of action, judgments, obligations or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorney fees), on account of, or arising out of, the operation, condition, use or occupancy of the Premises and all areas appurtenant hereto (except for LESSOR's negligence or willful misconduct). This Lease is made on the express condition that LESSOR shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause (except for LESSOR's -negligence or willful misconduct), in any way connected with the condition, use or occupancy of the Premises specifically including, without limitation, any liability for injury to the person or property of the LESSEE, its assignees, subtenants, agents, officers, employees licensees and invitees.

B. LESSOR shall hold harmless and defend and indemnify LESSEE from any claims, damages or expenses, including attorney fees, arising out of or relating to or in any way connected to LESSOR's negligence or willful misconduct on the Premises.

C. LESSEE shall, at LESSEE's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring LESSOR and LESSEE against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Such insurance shall be in an amount of not less than (Two Million Dollars) \$2,000,000.00 combined single limit for bodily injury and property damage as a result of any one occurrence for the term of the lease. The insurance shall be with companies approved by LESSOR, which approval LESSOR agrees not to unreasonably withhold. LESSEE shall deliver to LESSOR, prior to possession, and at least thirty (30) days prior to the expiration thereof, a certificate of insurance evidencing the existence of the policy required hereunder and such certificate shall certify that the policy: names LESSOR as an additional insured; shall not be canceled or altered without thirty (30) days prior written notice to LESSOR; insures performance of the indemnity set forth in Paragraph 10A above; the coverage is primary.

D. **Fire Insurance.** During the term of this Lease, LESSOR, at its cost, shall maintain a policy of standard fire insurance for the improvements located on the Premises. Said policy to be issued in the name of LESSOR. The policy will be an all-risk.

E. **Worker's Compensation Insurance.** During the term of this Lease, LESSEE shall comply with all provisions of law applicable to LESSEE with respect to obtaining and maintaining workers' compensation insurance. LESSEE shall provide LESSOR with a certificate of insurance.

F. **Sublessee Insurance.** During the term of this Lease, LESSEE shall require any sublessee of all or any portion of the Premises to maintain in effect during the term of such sublease, insurance coverage equivalent to that required to be maintained by LESSEE unless Sublessee is covered by LESSEE's policy.

G. **Release of LESSOR.** LESSEE acknowledges that the insurance to be maintained by LESSOR on the Premises pursuant to subparagraph D above will not insure any of LESSEE's property.

11. **UTILITIES.** This LESSEE shall pay the LESSOR the amount of \$ 1,500.00 (One Thousand Five Hundred Dollars) per month for gas and electric utility usage on the Premises. Each year thereafter, said amount will be increased by 5%. The LESSEE shall pay for all other costs of utilities including fire system, telephone service, garbage removal, security system and all other utility services of any kind and nature whatsoever. Except that, LESSOR shall pay fifty percent (50%) of the costs of water and sewer supplied to the Site.

12. **MAINTENANCE AND REPAIRS.**

A. Except as set forth in 12B below, LESSEE shall, at the expense of LESSEE, maintain the Premises and each and every other part thereof in good

condition and repair throughout the term of this Lease, or any extension or renewal period, including but not limited to, plate and window glass, floor coverings, restrooms, fixtures, interior walls, floors, ceilings, sides, all plumbing and sewage facilities, (including all sinks, toilets, faucets and drains on any shared restrooms as well), heating and electrical facilities and equipment, mechanical, maintenance and security systems. LESSEE shall further repair and maintain all concrete and asphalt surfaces and areas in a condition comparable to their condition on the commencement of this Lease.

B. LESSOR agrees to keep in good order, condition, and repair, the exterior walls, roof of the buildings, and the landscaping.

C. LESSOR makes no representations or warranties as to the structures or the Premises as they exist.

13. ALTERATIONS AND ADDITIONS.

A. LESSEE shall not make or cause to be made, any alterations, additions or improvements upon said Premises except with the written consent of LESSOR first had and obtained; and as a condition to said consent shall show and present to the LESSOR plans and specifications of said proposed alterations, additions or improvements. No additions, alterations or improvements shall be made which will weaken the structural strength, lessen the value of or change the architectural appearance of the building or other construction. LESSOR may, as a further condition to giving consent thereto, require LESSEE to post bond with LESSOR in the sum equal to the estimated cost of said alteration, addition or improvements securing the LESSOR against loss, claim or liens by reason of the installation thereof. All alterations, additions or improvements to said Premises shall be done by a licensed contractor, in a work-man like manner and shall remain for the benefit of the LESSOR and shall not be removed unless otherwise expressly agreed in writing and shall be presumed to become an integral part of said Premises. Upon any termination of this Lease, any alterations, additions, or improvements theretofore made by LESSEE without the consent of LESSOR, which in the opinion of the LESSOR, tend to detract from the usability of said Premises, shall upon written notice by LESSOR be removed by LESSEE and said Premises shall be restored at the expense of LESSEE to the condition in which they were prior to said alterations, additions or improvements within thirty (30) days of said notice. LESSEE shall obtain all governmental permits or approvals necessary for any such alterations, additions or improvements.

B. During the Lease term LESSOR may require that LESSEE remove any alterations or additions, which are made without written approval of LESSOR. LESSOR will give LESSEE written notice to remove unapproved alterations and, if Premises are not returned to original condition within a sixty-day (60) period after LESSEE's receipt of written notice, LESSOR may have the alterations removed and

the Premises returned to its original condition at LESSOR's expense. The expenses incurred by LESSOR will be charged to LESSEE as Additional Ren

14. CASUALTY DAMAGE.

A. Partial Destruction – Insurance Available. As used herein, "partial destruction" means destruction not exceeding thirty-three and one-third percent (33 1/3%) of the full insurable value of the Premises and any destruction which exceeds such a percentage shall be deemed "total destruction." In the event damage occurs causing a partial destruction of the Premises during the term of this Lease, and there are made available to LESSOR pursuant to Section 12, insurance proceeds for such damage paying ninety percent (90%) or more of the cost of repairing such damage, LESSOR shall utilize all such insurance proceeds and pay any additional cost and cause the Premises to be repaired promptly to substantially the condition existing immediately prior to such damage

B. Partial Destruction – Insurance Not Available. In the event of damage causing a partial destruction of the Premises during the term of this Lease and there are no insurance proceeds available, or the insurance proceeds available are less than ninety percent (90%) of the cost of repairing such damage, then LESSOR shall have the option, for a period of sixty (60) days after the unavailability or amount of insurance proceeds is determined, to elect (a) to terminate this Lease and to retain all insurance proceeds or (b) to repair the damage at LESSOR's expense. The failure of LESSOR to take any action within such sixty (60) days period shall be deemed to be an election to terminate the Lease. In the event LESSOR elects to repair such damage, such work shall be completed promptly, restoring the Premises substantially to the condition existing immediately prior to such damage, and this Lease shall continue in full force and effect. In the event LESSOR elects to terminate the Lease, LESSEE shall have thirty (30) days thereafter to elect to pay for the cost of such repairs to the extent insurance proceeds are not available. In the event LESSEE elects to do so, concurrently therewith LESSEE shall deposit with LESSOR or make available to LESSOR the amount required in addition to any available insurance proceeds to complete the repairs. LESSOR shall cause such repair work to be completed promptly thereafter, restoring the Premises substantially to the condition existing immediately prior to such damage

C. Total Destruction. In the event damage occurs causing a total destruction of the Premises, or the Premises cannot be repaired to substantially the condition existing immediately prior to such damage under applicable laws and regulations, notwithstanding the availability of insurance proceeds or contributions from LESSEE, this Lease shall be terminated effective as of the date of the damage.

15. **DEFAULT.**

A. **Events of Default.** A breach of this Lease shall exist if any of the following events (hereinafter referred to as "Event of Default") shall occur:

1. Default in the payment when due of any installment of rent or other payment required to be made by LESSEE hereunder, and such default shall not have been cured within ten (10) days after written notice by LESSOR;

2. LESSEE's failure to perform any other term, covenant or condition contained in this Lease and such failure shall have continued for thirty (30) days after written notice of such failure is given to LESSEE;

3. The sequestration of, attachment of, or execution on, any substantial part of the property of LESSEE or any property essential to the conduct of LESSEE's business, shall have occurred and LESSEE shall have failed to obtain a return or release of such property within thirty (30) days thereafter, or prior to sale pursuant to sequestration, attachment or levy, whichever is earlier;

B. **Remedies.** Upon any event of Default, LESSOR shall have the following remedies, in addition to all other rights and remedies provided by law, to which LESSOR may resort cumulatively, or in the alternative:

1. **Recovery of Rent.** LESSOR shall be entitled to keep this Lease in full force and effect (whether or not LESSEE shall have abandoned the Premises) and to enforce all of its rights and remedies under this Lease, including the right to recover rent and other sums as they become due

2. **Termination.** LESSOR may terminate this Lease by giving LESSEE ten days advance written notice of termination. On the giving of the notice, all of LESSEE's rights in the Premises shall terminate ten days thereafter. Upon the giving of the notice of termination, LESSEE shall surrender and vacate the Premises in the condition required by this lease, and LESSOR may re-enter and take possession of the Premises and all the remaining improvements or property and eject LESSEE's subtenants, assignees or other person or persons claiming the right under or through LESSEE or eject some and not others or eject none. This lease may also be terminated by a judgment specifically providing for termination. Any termination under this paragraph shall not release LESSEE from the payment of any sum then due LESSOR or from any claim for damages or rent previously accrued or then accruing against LESSEE. In no event shall one of the following actions by LESSOR constitute a termination of this Lease:

- a. Maintenance and preservation of the Premises;
- b. Efforts to relet the Premises;

- c. Appointment of a receiver in order to protect LESSOR's interest hereunder;
- d. Consent to any subletting of the Premises or assignment of this Lease by LESSEE, whether pursuant to provisions hereof concerning subletting and assignment or otherwise; or,
- e. Any other action by LESSOR or LESSOR's agents intended to mitigate the adverse effects from any breach of this Lease by LESSEE.

3. **Damages.** In the event this Lease is terminated pursuant to subparagraph 17 B(2) above, or otherwise, LESSOR shall be entitled to damages in the following sums:

- a. The worth at the time of award of the unpaid rent which has been earned at the time of termination; plus,
- b. The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that LESSEE proves could have been reasonably avoided; plus,
- c. The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that LESSEE proves could be reasonably avoided; and,
- d. Any other amount necessary to compensate LESSOR for all detriment proximately caused by LESSEE's failure to perform LESSEE's obligation under this Lease. The following items of damage shall be based on the percentage of the Lease term remaining at the time of the termination: (i) expenses for cleaning, repairing or restoring the Premises; (ii) reasonable advertising costs and other expenses relating to the Premises; (iii) any real estate brokerage commission paid in connection with this Lease;

16. **MECHANICS LIEN.** LESSEE shall: (i) pay for all labor and services performed for, materials used by or furnished to LESSEE or any contractor employed by LESSEE with respect to the Premises; and, (ii) indemnify, defend and hold LESSOR and the Premises free and harmless from the protection of any liens, claims, demands, encumbrances or judgments created or suffered by reason of any labor or services performed for, materials, used by or furnished to LESSEE or any contractor employed by LESSEE with respect to the Premises; and (iii) give notice to LESSOR in writing ten (10) days prior to employing any laborer or contractor to perform services related to, or receiving materials for the Premises; and (iv) permit LESSOR to post a notice of non-responsibility in accordance with the statutory requirements of California Civil Code Section 3094 or any amendment thereof. In the event LESSEE is required to post an improvement bond with a public agency in connection with the above, LESSEE agrees to include LESSOR, as an additional obligee.

17. **INSPECTION OF PREMISES.** LESSEE shall permit LESSOR and its agents to enter the Premises at any time for the purpose of inspecting the same, performing LESSOR's maintenance and repair responsibilities, and posting a notice of non-responsibility for alterations, additions, or repairs. LESSEE shall permit LESSOR and its agents to enter the Premises at any time within 150 days prior to expiration of this Lease, to place upon the Premises, ordinary "For Lease" or "For Sale" signs, provided said signs shall not suggest the LESSEE'S business is for sale or ceasing to operate. LESSOR shall use its best efforts to notify LESSEE in advance of showing the property in order to not disrupt LESSEE's business.

18. **HOLDING OVER.** Should LESSEE hold over in possession after the expiration of the original term of this Lease, or any option period, such holding over shall not be deemed to extend the term or renew the Lease, but the tenancy thereafter shall continue upon the covenants and conditions herein set forth at 105% of the monthly rental (Holding Over Rent) of the last month of the expiring term.

19. **SURRENDER OF THE PREMISES.** On the last day of the term hereof, or on sooner termination of this Lease, LESSEE shall surrender the Premises to LESSOR in a condition similar to that existing as of the commencement excepting normal ordinary wear and tear. LESSEE shall remove all of LESSEE's personal property and trade fixtures from the Premises, and all property not so removed shall be deemed abandoned by LESSEE. If the Premises are not so surrendered at the termination of this Lease, LESSEE shall indemnify LESSOR against loss or liability resulting from delay by LESSEE in so surrendering the Premises.

20. **ENVIRONMENTAL CONTAMINATION.**

A. **Definitions.** As used here, the term "Hazardous Materials" shall mean any substance (a) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; (b) which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and /or the Resource Conservation and Recovery Act (42 U.S.C. Section 9601 et seq.); (c) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; (d) the presence of which on the Premises and/or the Site causes or threatens to cause a nuisance upon the Premises and/or the Site or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises and/or the Premises; (e) the presence of which on adjacent properties could constitute a trespass; (f) without limitation which contains gasoline, diesel fuel or other petroleum hydrocarbons; (g) without limitation which contains polychlorinated biphenyls

(PCBs), asbestos or urea formaldehyde foam insulation; or (h) without limitation radon gas.

B. **Use Restriction.** LESSEE shall not cause or permit any Hazardous Materials to be used, stored, generated, discharged, transported to or from, or disposed of in or about the Premises, or any other land or improvements in the vicinity of the Premises. The appearance of any Hazardous Materials that is not permitted by this Lease in or about the Premises shall be deemed an Event of Default under Section 15 above. Without limiting the generality of the foregoing, LESSEE at its sole cost shall comply with laws relating to the storage, use, generation, transport, discharge and disposal of Hazardous Materials. If the presence of any Hazardous Materials on the Premises caused or permitted by LESSEE or its agents, employees, contractors, subtenants or invitees results in contamination of the Premises or any soil, air, ground or surface waters under, through, over, on, in or about the Premises, LESSEE at its expense, shall promptly take all actions necessary to return the Premises, and/or the surrounding real and personal property to the condition existing prior to the appearance of such Hazardous Materials.

LESSEE shall defend, protect, hold harmless and indemnify LESSOR and its agents and employees with respect to all actions, claims, losses, fines, penalties, fees, costs, damages and liabilities (including, but not limited to, attorneys' and consultants' fees) arising out of or in connection with any Hazardous Materials used, generated, discharged, transported to or from, stored, or disposed of in, on, over, through or about the Premises and/or the surrounding real and personal property. LESSEE shall not suffer any lien to be recorded against the Premises as a consequence of any Hazardous Materials, including any so called state, federal or local "super fund" lien related to the "clean up" of any Hazardous Materials in, over, on, under, through, or about the Premises.

C. **Compliance.** LESSEE shall immediately notify LESSOR of any inquiry, test, investigation, and enforcement proceeding by or against LESSEE or the Premises concerning any Hazardous Material. Any remediation plan prepared by or on behalf of LESSEE must be submitted to LESSOR prior to conducting any work pursuant to such plan and prior to submittal to any applicable government authority and shall be subject to LESSOR's consent. LESSEE acknowledges that LESSOR, as the owner of the Premises, at its election, shall have the sole right, at LESSEE's expense, to negotiate, defend, approve and appeal any action taken or order issued with regard to any Hazardous Materials by any applicable governmental authority.

D. **Assignment and Subletting.** It shall not be unreasonable for LESSOR to withhold its consent to any proposed assignment or subletting if (i) the proposed assignee's or subtenant's anticipated use of the Premises involves the storage, generation, discharge, transport, use or disposal of any Hazardous Materials, (ii) if the proposed assignee or sub lessee has been required by any prior landlord, lender or governmental authority to "clean up" or remediate any Hazardous

Materials, (iii) if the proposed assignee or subtenant is subject to investigation or enforcement order or proceeding by any governmental authority in connection with the use, generation, discharge, transport, disposal or storage of any Hazardous Materials.

E. **Surrender.** Upon the expiration or earlier termination of the Lease, LESSEE, at its sole cost, shall remove from the Premises all Hazardous Materials which were used, stored, disposed of, released or introduced to, on or in the Premises by LESSEE or Lessee's agents, employees, contractors, subtenants or invitees. If LESSEE fails to so surrender the Premises, LESSEE shall indemnify, protect, defend and hold LESSOR harmless from and against all damages resulting from LESSEE's failure to surrender the Premises as required by this Paragraph, including, without limitation, any actions, claims, losses, liabilities, fees, (including, but not limited to, attorneys' and consultants' fees), fines, penalties, or damages in connection with the condition of the Premises including, without limitation, damages occasioned by the inability to relet the Premises or a reduction in the fair market and/or rental value of the Premises by reason of the existence of any Hazardous Materials in, on, under, through or around the Premises. Within a reasonable period of time after the expiration or earlier termination of this Lease, but before the Premises are occupied by any other LESSEE of LESSOR, LESSOR may cause an exit environmental audit of the Premises to be conducted by an environmental consultant or engineer to determine whether LESSEE has fully discharged its obligations under this paragraph 22. LESSOR shall pay the cost of such audit subject to the following: (i) if LESSEE or any sublessee of LESSEE has used or stored Hazardous Materials in the Premises not permitted by this Article 22, LESSEE shall pay the entire cost of such audit, and (ii) if such audit demonstrates that LESSEE or any of LESSEE's agents, employees, contractors sublessee or invitees has caused a release of Hazardous Materials that has contaminated the Premises, LESSEE shall pay the entire cost of such audit and the entire cost of remediating the contamination.

F. **Right to Appoint Consultant.** LESSOR shall have the right to appoint a consultant to conduct an investigation to determine whether any Hazardous Materials are being used, generated, discharged, transported to or from, stored or disposed of in, on, over, through, or about the Premises, in an appropriate and lawful manner. LESSEE at its expense shall comply with all recommendations of the consultant. If it is determined by the consultant that any Hazardous Materials are being used, generated, transported to or from, stored or disposed of in, on, over, through, or about the Premises in an inappropriate or unlawful manner, LESSEE will pay any and all costs of said consultant.

G. **Holding Over.** If any action of any kind is required or requested to be taken by any governmental authority to clean-up, remove, remediate, or monitor any Hazardous Materials from the Premises and such action is not completed prior to the expiration or earlier termination of the Lease, LESSEE shall be deemed to have impermissibly held over until such time as such required action is completed, and LESSOR shall be entitled to rent and all damages directly or

indirectly incurred in connection with such holding over, including without limitation, damages occasioned by the inability to relet the Premises or a reduction of the market and / or rental value of the Premises.

H. **Provisions Survive Termination.** The provisions of Paragraph 20 shall survive the expiration or termination of the Lease.

21. **ASBESTOS.** LESSOR represents that the Grandin H. Miller School Site. complies with the State of California requirements regarding asbestos mitigation and is in full compliance with the Asbestos Hazards Emergency Response Act. An asbestos management plan has been prepared and is available at the Santa Clara Unified School District office for review. LESSOR agrees to be responsible for future mitigation, if any, as required by the State of California regarding requirements relating to asbestos in the building unless mitigation is due to action of LESSEE, its agents or clients, in which event necessary mitigation measures shall be charged to LESSEE, its agents or client as additional rent.

22. **PARKING.** LESSEE shall have the shared use of the parking lot on the Premises. LESSEE shall not designate any parking spaces as reserved for LESSEE's use without LESSOR'S prior written approval. LESSEE shall not abandon any inoperative vehicles or equipment on any portion of the Premises.

23. **SIGNS.** LESSEE shall at LESSEE's costs have the right and entitlement to place LESSEE's signs on said Premises, and otherwise to advertise its services, provided LESSEE obtains the written approval and consent of LESSOR, such approval and consent not to be unreasonably withheld. In connection with the placement of such signs, LESSOR agrees to cooperate with LESSEE in obtaining any governmental permits, which may be necessary. At the termination of this Lease, LESSEE shall remove any signs which it has placed on the land or building in which the Premises are located, and shall repair any damage caused by the installation or removal of such signs.

24. **NOTICES.** Any notices which either of the parties hereto is required or may desire to send or deliver to give to the other party, shall be mailed, certified mail, return receipt requested, postage prepaid, or delivered, with all charges prepared, to such other party at the address listed below, or to such address as either party may designate to the other from time to time in writing.

LESSOR: Superintendent
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, Ca. 95127

LESSEE: Superintendent
East Side Union High School District
830 North Capitol Avenue
San Jose, Ca. 95133

25. **ATTORNEY FEES.** In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of this Lease, to recover rent or possession of the Premises, to terminate this Lease, or to enforce, protect or establish any term or covenant of this Lease or right or remedy of either party, the prevailing party shall be entitled to recover as a part of such action or proceeding, reasonable attorney fees and court costs, including attorney fees and costs for appeal, as may be fixed by the court or a jury. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

26. **ASSIGNMENT AND SUBLETTING AND ENCUMBERING.**

A. LESSEE shall not sublet, assign or encumber its interest in this Lease, whether in whole or in part, or any interest therein, without first obtaining LESSOR's written consent, which said consent should not be unreasonably withheld. LESSOR in making its determination as to whether consent shall be given to the proposed assignment or sublease may consider factors including but not limited to the experience, the financial qualification, impact on rent, strength and stability of such successor, suitability of use for the School Site, legality of use, the need for alterations to the Premises, the nature of occupancy and other commercial considerations. In no event shall LESSOR be deemed to be unreasonable for declining to consent to transfer to a successor of a poor reputation, lacking financial qualification, strength and stability, or a transfer involving a change in use of the Premises, or a transfer involving major alterations of the Premises. In the event LESSOR's withholding of consent is found to be unreasonable by any court of competent jurisdiction, LESSEE's sole remedy shall be to have the proposed assignment or subletting declared valid as if LESSOR's consent had been given.

B. No consent to any assignment, encumbrance or sublease shall constitute a waiver of the provisions of this section as to any future assignment encumbrance or sublease.

D. Notwithstanding any such subletting or assignment, LESSEE shall remain fully and primarily liable for the payment of all rental and other sums due, or to become due hereunder, and for the full performance of all other terms, conditions and covenants to be kept and performed by LESSEE. The acceptance of rent or any other sum due hereunder, or the acceptance of performance of any other term, covenant or condition hereof, from any other person or entity shall not be deemed to be a waiver of any of the provisions of this Lease or consent to any subletting or assignment of the Premises. Each sublessee or assignee acquiring this Lease by acceptance of any sublease, assignment or transfer by operation of law shall assume, be bound by and be obligated to perform the terms and conditions of this Lease. This Lease shall not, nor shall any interest therein, be assignable as to LESSEE's interest by operation of law, assignment for the benefit of creditors, voluntary or involuntary bankruptcy or reorganization, or otherwise, without the prior written consent of LESSOR unless and except as specifically required by law.

G. Any assignment or sublease in violation of this Lease shall, at the option of the LESSOR, be void.

H. LESSEE further agrees to reimburse LESSOR for all reasonable expenses incurred with respect to review and consent to any assignment or subletting, such expenses in no event to be more than One Thousand Dollars (\$1,000.00).

I. LESSEE expressly agrees that the conditions imposed by LESSOR on any Transfer pursuant to this Paragraph 28 are not unreasonable for purposes of Section 1951.4(b) (2) of the California Civil Code, as amended from time to time.

27. **SUCCESSORS.** This Lease contains all of the covenants, agreements, representations and provisions thereof and shall inure to the benefit of and be binding upon the respective heirs, legal representatives, executors, administrators, successors and assigns of the parties hereto, except as provided in paragraph 28.

28. **SECURITY SYSTEM:** LESSEE, at the LESSEE's sole discretion and cost, with the written consent of LESSOR, may provide its own security system for the Premises. However, said system must be comparable to other security systems presently used in the District and must include fire detection units. LESSEE's own security system must have prior approval of the LESSOR, and be at the sole cost of the LESSEE.

29. **SURRENDER OF LEASE NOT MERGER.** The voluntary or other surrender of this Lease by LESSEE, or a mutual cancellation thereof, shall not work a merger and shall, at the option of LESSOR, terminate all or any existing subleases or subtenants, or operate as an assignment to LESSOR of any or all such subleases or subtenants.

30. **WAIVER.** The waiver of LESSOR or LESSEE of any breach of any term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

31. **GENERAL.**

A. The captions and paragraph headings used in this Lease are for the purposes of convenience only. They shall not be construed to limit or extend the meaning of any part of this Lease.

B. Time is of the essence for the performance of each term, covenant and condition of this Lease.

C. In case any one or more of the provisions contained herein, except for the payment of rent, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability

shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. This Lease shall be construed and enforced in accordance with the laws of the State of California.

D. If LESSEE is more than one person or entity, each such person or entity shall be jointly and severally liable for the obligations of LESSEE hereunder.

32. LESSOR'S COVENANT. The LESSOR covenants, warrants and represents that it has full right and power to execute and perform this Lease, and to grant the estate demised herein, and covenants that LESSEE on paying rent as herein provided and performing the covenants hereof shall peaceably and quietly have, hold and enjoy the demised Premises and all right, easements, appurtenances and privileges belonging or in any way appertaining thereto, during the term of this Lease and any extension or renewal thereof.

33. BROKERAGE. LESSOR and LESSEE agree that no broker other than Public Property Advisors, the LESSOR's property consultant, is involved in any of the negotiations, which preceded this Lease Agreement, nor in the procuring of it. LESSOR and LESSEE agree that if any claim be made for brokerage fees by, through or on account of any acts of LESSOR or LESSEE or their respective representatives, the party upon whose acts such claim is made will hold the other harmless from any and all liabilities and expenses in connection therewith.

34. COMPLIANCE WITH LAWS.

A. During the Term of this Lease, LESSEE at it's sole cost and expense, shall promptly comply with all requirements of all federal, state and municipal government agencies, courts, commissions, boards, or any other body exercising functions similar to those of any of the foregoing, foreseen or unforeseen ordinary as well as extraordinary, which may be applicable to the Premises.

B. Right to Contest. LESSEE shall have the right to contest by appropriate proceedings diligently conducted in good faith, in the name of LESSEE, without cost or expense to LESSOR, the validity or application of any law, ordinance, order, rule, regulation or requirement. If compliance with any such law, ordinance, order, rule, regulation or requirement may legally be delayed pending the prosecution of any such proceeding without the incurrence of any lien, charge or liability of any kind against LESSOR, the Premises, or LESSEE's interest therein and without subjection LESSEE or LESSOR to any liability, civil or criminal, for failure so to comply therewith, LESSEE may delay compliance therewith until the final determination of such proceeding.

C. LESSOR'S Cooperation. LESSOR shall cooperate with LESSEE in any contest referred to herein, provided that LESSOR shall not be required to join in any proceedings referred to in this Section unless the provisions of any applicable law,

rule or regulation at the time in effect shall require that such proceeding be brought by and/or in the name of LESSOR, in which event LESSOR shall join in the proceedings or permit the same to be brought in it's name if LESSEE pays all expenses in connection therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

LESSOR:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By: _____

Title: _____

Date: _____

Approved as to form:

LESSEE:

EAST SIDE UNION HIGH SCHOOL DISTRICT

By: _____

Title: _____

Date: _____

EAST SIDE UNION HIGH SCHOOL DISTRICT

Board Meeting of September 16, 2004
Agenda Item: 9.15
Attachment A

TO: Board of Trustees
FROM: Superintendent
PREPARED BY: Alan Garofalo
SUBJECT: Approve Agreement Between East Side Union High School District and MASCA Charter School for Interim Housing on the Grandin H. Miller Elementary School Site

The Agreement between East Side Union High School and MASCA Academia Calmecac Charter School is to provide interim housing on the Grandin H. Miller Elementary School Site. The term of this Agreement shall be for one year commencing September 1, 2004 and terminating on August 31, 2005.

FINANCIAL IMPACT:
N/A

FUNDING SOURCE:
N/A

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Agreement between East Side Union High School District and MASCA Charter School for use of the Miller site for Interim Housing.

Attachment

AG:kk

Agreement

Grandin H. Miller Elementary School
1250 South King Road
San Jose, CA 95122

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AGREEMENT

THIS AGREEMENT, is effective this 1st day of September 2004 by and between, East Side Union High School District a subdivision of the State of California, (hereinafter referred to as "ESUHSD"); MACSA Academia Calmecac Charter High School, (hereafter referred to as "MACSA").

IT IS AGREED between the parties as follows:

1. **DESCRIPTION.** ESUHSD hereby agreements for MACSA the following Premises: A portion of the Grandin H. Miller School Site commonly known as the Wings "C", "D", "E" and "F" and contiguous ground as shown on Exhibit "A". The entire Grandin H. Miller School Site, "The Site", is shown on Exhibit "B".

2. **TERM.** The term of this agreement shall be for one (1) year commencing September 1, 2004 (the "Commencement Date") and terminating on August 31, 2005.

Notwithstanding the above or any other term or condition of this Agreement, ESUHSD may terminate this Agreement upon giving MACSA Ninety Days (90) written notice.

3. **-OPTION.** ESUHSD may at MACSA'S option, provided MACSA is not in default under any of the terms and conditions of the Agreement, extend the term of the Agreement for one additional term of One (1) year. MACSA shall exercise the option of one (1) year by delivering to ESUHSD written notice of MACSA'S intention to exercise the option at least five (5) months prior to August 31, 2005, but not earlier than eight (8) months prior to said date.

Notwithstanding any provision of this paragraph, or any other provision of the Agreement, MACSA acknowledges that it shall have no right to any such option, if no later than thirty (30) days after MACSA'S notice to ESUHSD of MACSA'S intent to exercise the option, ESUHSD notifies MACSA in writing that ESUHSD intends not to renew the agreement.

4. **CHARGES.** Taxes, late charges, costs, expenses and any other obligation which MACSA is required to pay, together with all interest and penalties that may accrue thereon in the event of MACSA's failure to pay such amounts and all reasonable damages, costs and attorneys' fees and expenses which ESUHSD may incur by reason of any default of MACSA or failure on MACSA's part to comply with the terms of this Agreement, shall be deemed a charge, in the event of nonpayment by MACSA, ESUHSD shall have all of the rights and remedies with respect thereto as ESUHSD has for the nonpayment of this charge.

5. **SECURITY DEPOSIT.** ESUHSD acknowledges that MACSA has deposited with ESUHSD a sum equal to \$12,000 to secure the faithful performance by MACSA of each term, covenant and condition of this Agreement. If MACSA shall at any time

fail to make any payment or fail to keep or perform any term, covenant and condition on it's part to be made or performed or kept under this Agreement, ESUHSD may, but shall not be obligated to and without waiving or releasing MACSA from any obligation under this Agreement, use, apply, or retain the whole or any part of the Security Deposit (a) to the extent of any sum due to ESUHSD: or (b) to make any required payment on MACSA's behalf, or (c) to compensate ESUHSD for any loss, damage, attorney's fees or expenses sustained by ESUHSD due to MACSA's default. In such event, MACSA shall, within five (5) business days of written demand by ESUHSD, remit to ESUHSD sufficient funds to restore the Security Deposit to it's original sum. No interest shall accrue on the Security Deposit. Should MACSA comply with all the terms, covenants, and conditions of this Agreement and at the end of the term of this Agreement leave the Premises in the condition required by this Agreement, then said Security Deposit, less any sums owing to ESUHSD, shall be returned to MACSA within thirty (30) days after the termination of this Agreement and vacancy of the Premises by MACSA

6. **DELIVERY.** ESUHSD shall deliver to MACSA on the first day of the term of this Agreement possession of the Premises, clear of all tenancies and occupancies. ESUHSD shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises. By entry and taking possession of the Premises pursuant to this Agreement, MACSA accepts the Premises in it's current "as is" condition

7. **USE OF PREMISES.**

A. MACSA may use the Premises as MACSA Academia Calmecac Charter High School or any purpose consistent with the zoning policy of the City of San Jose. MACSA shall not use the Premises for any use other than those specified in this paragraph without the prior consent of the ESUHSD, which consent shall not be unreasonably withheld. MACSA shall use the Premises only in conformance with applicable governmental laws, regulations, rules and ordinances. MACSA shall indemnify, defend, and hold ESUHSD harmless against any loss, expense, damage, attorney fees or liability arising out of failure of MACSA to comply with any applicable law. MACSA shall comply with ESUHSD's District wide policy prohibiting the use of tobacco products on the Premises at any time. MACSA shall not commit or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the premises, or allow the Premises to be used for any unlawful purpose, or place any loads up on the floor, walls or ceiling which endanger the structure, or place any harmful liquids, in the drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designed for that purpose. Any uses, which involve the serving and / or sale of alcoholic beverages and the conducting of games of chance, are prohibited on the Premises.

B. Nothing herein shall restrict or limit the public use of the athletic fields, and play areas on the Grandin H. Miller School Site. All play areas and athletic

fields shall be available for community use as required from time to time by ESUHSD.

8. INDEMNIFICATIONS AND INSURANCE

A. MACSA agrees to indemnify, hold harmless and defend ESUHSD, its officers, employees and agents from any and all claims, causes of action, judgments, obligations or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorney fees), on account of, or arising out of, the operation, condition, use or occupancy of the Premises and all areas appurtenant MACSA hereto (except for ESUHSD's active negligence or willful misconduct). This Agreement is made on the express condition that ESUHSD shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause (except for ESUHSD's active-negligence or willful misconduct), in any way connected with the condition, use or occupancy of the Premises specifically including, without limitation, any liability for injury to the person or property of the MACSA, its assignees, subtenants, agents, officers, employees licensees and invitees.

B. ESUHSD shall hold harmless and defend and indemnify MACSA from any claims, damages or expenses, including attorney fees, arising out of or relating to or in any way connected to ESUHSD's active negligence or willful misconduct on the Premises.

C. MACSA shall, at MACSA's expense, obtain and keep in force during the term of this Agreement a policy of comprehensive public liability insurance insuring ESUHSD and MACSA against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Such insurance shall be in an amount of not less than (Twelve Million Dollars) \$12,000,000.00 combined single limit for bodily injury and property damage as a result of any one occurrence for the term of the agreement. The insurance shall be with companies approved by ESUHSD, which approval ESUHSD agrees not to unreasonably withhold. MACSA shall deliver to ESUHSD, prior to possession, and at least thirty (30) days prior to the expiration thereof, a certificate of insurance evidencing the existence of the policy required hereunder and such certificate shall certify that the policy: names ESUHSD as an additional insured; shall not be canceled or altered without thirty (30) days prior written notice to ESUHSD; insures performance of the indemnity set forth above; the coverage is primary.

D. Fire Insurance. During the term of this Agreement, ESUHSD, at its cost, shall maintain a policy of standard fire insurance for the improvements located on the Premises. Said policy to be issued in the name of ESUHSD. The policy will be an all-risk. Such insurance shall be in an amount of not less than (Twenty five Million Dollars) \$25,000,000.00

E. **Worker's Compensation Insurance.** During the term of this Agreement, MACSA shall comply with all provisions of law applicable to MACSA with respect to obtaining and maintaining workers' compensation insurance. MACSA shall provide ESUHSD with a certificate of insurance.

F. **Sublessee Insurance.** During the term of this Agreement, MACSA shall require any sublessee of all or any portion of the Premises to maintain in effect during the term of such sublease, insurance coverage equivalent to that required to be maintained by MACSA unless Sublessee is covered by MACSA's policy.

G. **Reagreement of ESUHSD.** MACSA acknowledges that the insurance to be maintained by ESUHSD on the Premises pursuant to subparagraph D above will not insure any of MACSA's property.

9. **UTILITIES.** MACSA shall pay the ESUHSD the amount of \$ 1,500.00 (One Thousand Five Hundred Dollars) per month for gas and electric utility usage on the Premises. Each year thereafter, said amount will be increased by 5%. The MACSA shall pay for all other costs of utilities including fire system, telephone service, garbage removal, security system and all other utility services of any kind and nature whatsoever.

If ESUHSD does not receive any installment of sums* due from MACSA within ten (10) days after such amount shall be due, MACSA shall pay to ESUHSD, a late charge equal to five percent (5%) of such overdue amount

10. **MAINTENANCE AND REPAIRS.**

A. Except as set forth in 10B below, MACSA shall, at the expense of MACSA, maintain the Premises and each and every other part thereof in good condition and repair throughout the term of this Agreement, or any extension or renewal period, including but not limited to, plate and window glass, floor coverings, restrooms, fixtures, interior walls, floors, ceilings, sides, all plumbing and sewage facilities, (including all sinks, toilets, faucets and drains on any shared restrooms as well), heating and electrical facilities and equipment, mechanical, maintenance and security systems. MACSA shall further repair and maintain all concrete and asphalt surfaces and areas in a condition comparable to their condition on the commencement of this Agreement.

B. ESUHSD agrees to keep in good order, condition, and repair, the exterior walls, roof of the buildings, and the landscaping.

C. ESUHSD makes no representations or warranties as to the structures or the Premises as they exist.

11. ALTERATIONS AND ADDITIONS.

A. MACSA shall not make or cause to be made, any alterations, additions or improvements upon said Premises except with the written consent of ESUHSD first had and obtained; and as a condition to said consent shall show and present to the ESUHSD plans and specifications of said proposed alterations, additions or improvements. No additions, alterations or improvements shall be made which will weaken the structural strength, lessen the value of or change the architectural appearance of the building or other construction. ESUHSD may, as a further condition to giving consent thereto, require MACSA to post bond with ESUHSD in the sum equal to the estimated cost of said alteration, addition or improvements securing the ESUHSD against loss, claim or liens by reason of the installation thereof. All alterations, additions or improvements to said Premises shall be done by a licensed contractor, in a work-man like manner and shall remain for the benefit of the ESUHSD and shall not be removed unless otherwise expressly agreed in writing and shall be presumed to become an integral part of said Premises. Upon any termination of this Agreement, any alterations, additions, or improvements theretofore made by MACSA without the consent of ESUHSD, which in the opinion of the ESUHSD, tend to detract from the usability of said Premises, shall upon written notice by ESUHSD be removed by MACSA and said Premises shall be restored at the expense of MACSA to the condition in which they were prior to said alterations, additions or improvements within thirty (30) days of said notice. MACSA shall obtain all governmental permits or approvals necessary for any such alterations, additions or improvements.

B. During the Agreement term ESUHSD may require that MACSA remove any alterations or additions, which are made without written approval of ESUHSD. ESUHSD will give MACSA written notice to remove unapproved alterations and, if Premises are not returned to original condition within a sixty-day (60) period after MACSA's receipt of written notice, ESUHSD may have the alterations removed and the Premises returned to its original condition at ESUHSD's expense. The expenses incurred by ESUHSD will be charged to MACSA as Additional Charge

12. CASUALTY DAMAGE.

A. Partial Destruction – Insurance Available. As used herein, "partial destruction" means destruction not exceeding thirty-three and one-third percent (33 1/3%) of the full insurable value of the Premises and any destruction which exceeds such a percentage shall be deemed "total destruction." In the event damage occurs causing a partial destruction of the Premises during the term of this Agreement, and there are made available to ESUHSD pursuant to Section 12, insurance proceeds for such damage paying ninety percent (90%) or more of the cost of repairing such damage, ESUHSD shall utilize all such insurance proceeds and pay any additional cost and cause the Premises to be repaired promptly to substantially the condition existing immediately prior to such damage

B. Partial Destruction – Insurance Not Available. In the event of damage causing a partial destruction of the Premises during the term of this Agreement and there are no insurance proceeds available, or the insurance proceeds available are less than ninety percent (90%) of the cost of repairing such damage, then ESUHSD shall have the option, for a period of sixty (60) days after the unavailability or amount of insurance proceeds is determined, to elect (a) to terminate this Agreement and to retain all insurance proceeds or (b) to repair the damage at ESUHSD's expense. The failure of ESUHSD to take any action within such sixty (60) days period shall be deemed to be an election to terminate the Agreement. In the event ESUHSD elects to repair such damage, such work shall be completed promptly, restoring the Premises substantially to the condition existing immediately prior to such damage, and this Agreement shall continue in full force and effect. In the event ESUHSD elects to terminate the Agreement, MACSA shall have thirty (30) days thereafter to elect to pay for the cost of such repairs to the extent insurance proceeds are not available. In the event MACSA elects to do so, concurrently therewith MACSA shall deposit with ESUHSD or make available to ESUHSD the amount required in addition to any available insurance proceeds to complete the repairs. ESUHSD shall cause such repair work to be completed promptly thereafter, restoring the Premises substantially to the condition existing immediately prior to such damage

C. Total Destruction. In the event damage occurs causing a total destruction of the Premises, or the Premises cannot be repaired to substantially the condition existing immediately prior to such damage under applicable laws and regulations, notwithstanding the availability of insurance proceeds or contributions from MACSA, this Agreement shall be terminated effective as of the date of the damage.

13. DEFAULT.

A. Events of Default. A breach of this Agreement shall exist if any of the following events (hereinafter referred to as "Event of Default") shall occur:

1. Default in the payment when due of any payment required to be made by MACSA hereunder, and such default shall not have been cured within ten (10) days after written notice by ESUHSD;

2. MACSA's failure to perform any other term, covenant or condition contained in this Agreement and such failure shall have continued for thirty (30) days after written notice of such failure is given to MACSA;

3. The sequestration of, attachment of, or execution on, any substantial part of the property of MACSA or any property essential to the conduct of MACSA's business, shall have occurred and MACSA shall have failed to obtain a return or reagrreement of such property within thirty (30) days thereafter, or prior to sale pursuant to sequestration, attachment or levy, whichever is earlier;

B. **Remedies.** Upon any event of Default, ESUHSD shall have the following remedies, in addition to all other rights and remedies provided by law, to which ESUHSD may resort cumulatively, or in the alternative:

1. **Recovery of Charges.** ESUHSD shall be entitled to keep this Agreement in full force and effect (whether or not MACSA shall have abandoned the Premises) and to enforce all of its rights and remedies under this Agreement, including the right to recover charges and other sums as they become due

2. **Termination.** ESUHSD may terminate this Agreement by giving MACSA ten days advance written notice of termination. On the giving of the notice, all of MACSA's rights in the Premises shall terminate ten days thereafter. Upon the giving of the notice of termination, MACSA shall surrender and vacate the Premises in the condition required by this agreement, and ESUHSD may re-enter and take possession of the Premises and all the remaining improvements or property and eject MACSA's subtenants, assignees or other person or persons claiming the right under or through MACSA or eject some and not others or eject none. This agreement may also be terminated by a judgment specifically providing for termination. Any termination under this paragraph shall not reagree MACSA from the payment of any sum then due ESUHSD or from any claim for damages or rent previously accrued or then accruing against MACSA. In no event shall one of the following actions by ESUHSD constitute a termination of this Agreement:

- a. Maintenance and preservation of the Premises;
- b. Efforts to relet the Premises;
- c. Appointment of a receiver in order to protect ESUHSD's interest hereunder;
- d. Consent to any subletting of the Premises or assignment of this Agreement by MACSA, whether pursuant to provisions hereof concerning subletting and assignment or otherwise; or,
- e. Any other action by ESUHSD or ESUHSD's agents intended to mitigate the adverse effects from any breach of this Agreement by MACSA.

3. **Damages.** In the event this Agreement is terminated pursuant to subparagraph 13 B(2) above, or otherwise, ESUHSD shall be entitled to damages in the following sums:

- a. The worth at the time of award of the unpaid charges which has been earned at the time of termination; plus,
- b. The worth at the time of award of the amount by which the unpaid charges which would have been earned after termination until the time of award exceeds the amount of such charge loss that MACSA proves could have been reasonably avoided; plus,

- c. The worth at the time of award of the amount by which the unpaid charges for the balance of the term after the time of award exceeds the amount of such charge loss that MACSA proves could be reasonably avoided; and,
- d. Any other amount necessary to compensate ESUHSD for all detriment proximately caused by MACSA's failure to perform MACSA's obligation under this Agreement. The following items of damage shall be based on the percentage of the Agreement term remaining at the time of the termination: (i) expenses for cleaning, repairing or restoring the Premises; (ii) reasonable advertising costs and other expenses relating to the Premises; (iii) any real estate brokerage commission paid in connection with this Agreement;

14. **MECHANICS LIEN.** MACSA shall: (i) pay for all labor and services performed for, materials used by or furnished to MACSA or any contractor employed by MACSA with respect to the Premises; and, (ii) indemnify, defend and hold ESUHSD and the Premises free and harmless from the protection of any liens, claims, demands, encumbrances or judgments created or suffered by reason of any labor or services performed for, materials, used by or furnished to MACSA or any contractor employed by MACSA with respect to the Premises; and (iii) give notice to ESUHSD in writing ten (10) days prior to employing any laborer or contractor to perform services related to, or receiving materials for the Premises; and (iv) permit ESUHSD to post a notice of non-responsibility in accordance with the statutory requirements of California Civil Code Section 3094 or any amendment thereof. In the event MACSA is required to post an improvement bond with a public agency in connection with the above, MACSA agrees to include ESUHSD, as an additional obligee.

15. **INSPECTION OF PREMISES.** MACSA shall permit ESUHSD and its agents to enter the Premises at any time for the purpose of inspecting the same, performing ESUHSD's maintenance and repair responsibilities, and posting a notice of non-responsibility for alterations, additions, or repairs. MACSA shall permit ESUHSD and its agents to enter the Premises at any time within 150 days prior to expiration of this Agreement, to place upon the Premises, ordinary "For Agreement" or "For Sale" signs, provided said signs shall not suggest the MACSA'S business is for sale or ceasing to operate. ESUHSD shall use its best efforts to notify MACSA in advance of showing the property in order to not disrupt MACSA's business.

16. **HOLDING OVER.** Should MACSA hold over in possession after the expiration of the original term of this Agreement, or any option period, such holding over shall not be deemed to extend the term or renew the Agreement, but the tenancy thereafter shall continue upon the covenants and conditions herein set forth at 105% of the monthly rental (Holding Over Rent) of the last month of the expiring term.

17. **SURRENDER OF THE PREMISES.** On the last day of the term hereof, or on sooner termination of this Agreement, MACSA shall surrender the Premises to ESUHSD in a condition similar to that existing as of the commencement excepting normal ordinary wear and tear. MACSA shall remove all of MACSA's personal property and trade fixtures from the Premises, and all property not so removed shall be deemed abandoned by MACSA. If the Premises are not so surrendered at the termination of this Agreement, MACSA shall indemnify ESUHSD against loss or liability resulting from delay by MACSA in so surrendering the Premises.

18. **ENVIRONMENTAL CONTAMINATION.**

A. **Definitions.** As used here, the term "Hazardous Materials" shall mean any substance (a) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; (b) which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and /or the Resource Conservation and Recovery Act (42 U.S.C. Section 9601 et seq.); (c) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; (d) the presence of which on the Premises and/or the Site causes or threatens to cause a nuisance upon the Premises and/or the Site or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises and/or the Premises; (e) the presence of which on adjacent properties could constitute a trespass; (f) without limitation which contains gasoline, diesel fuel or other petroleum hydrocarbons; (g) without limitation which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or (h) without limitation radon gas.

B. **Use Restriction.** MACSA shall not cause or permit any Hazardous Materials to be used, stored, generated, discharged, transported to or from, or disposed of in or about the Premises, or any other land or improvements in the vicinity of the Premises. The appearance of any Hazardous Materials that is not permitted by this Agreement in or about the Premises shall be deemed an Event of Default under Section 15 above. Without limiting the generality of the foregoing, MACSA at its sole cost shall comply with laws relating to the storage, use, generation, transport, discharge and disposal of Hazardous Materials. If the presence of any Hazardous Materials on the Premises caused or permitted by MACSA or its agents, employees, contractors, subMACSAs or invitees results in contamination of the Premises or any soil, air, ground or surface waters under, through, over, on, in or about the Premises, MACSA at its expense, shall promptly take all actions necessary to return the Premises, and/or the surrounding real and

personal property to the condition existing prior to the appearance of such Hazardous Materials.

MACSA shall defend, protect, hold harmless and indemnify ESUHSD and its agents and employees with respect to all actions, claims, losses, fines, penalties, fees, costs, damages and liabilities (including, but not limited to, attorneys' and consultants' fees) arising out of or in connection with any Hazardous Materials used, generated, discharged, transported to or from, stored, or disposed of in, on, over, through or about the Premises and/or the surrounding real and personal property. MACSA shall not suffer any lien to be recorded against the Premises as a consequence of any Hazardous Materials, including any so called state, federal or local "super fund" lien related to the "clean up" of any Hazardous Materials in, over, on, under, through, or about the Premises.

C. **Compliance.** MACSA shall immediately notify ESUHSD of any inquiry, test, investigation, and enforcement proceeding by or against MACSA or the Premises concerning any Hazardous Material. Any remediation plan prepared by or on behalf of MACSA must be submitted to ESUHSD prior to conducting any work pursuant to such plan and prior to submittal to any applicable government authority and shall be subject to ESUHSD's consent. MACSA acknowledges that ESUHSD, as the owner of the Premises, at its election, shall have the sole right, at MACSA's expense, to negotiate, defend, approve and appeal any action taken or order issued with regard to any Hazardous Materials by any applicable governmental authority.

D. **Assignment and Subletting.** It shall not be unreasonable for ESUHSD to withhold its consent to any proposed assignment or subletting if (i) the proposed assignee's or subMACSA's anticipated use of the Premises involves the storage, generation, discharge, transport, use or disposal of any Hazardous Materials, (ii) if the proposed assignee or sub MACSA has been required by any prior landlord, lender or governmental authority to "clean up" or remediate any Hazardous Materials, (iii) if the proposed assignee or subMACSA is subject to investigation or enforcement order or proceeding by any governmental authority in connection with the use, generation, discharge, transport, disposal or storage of any Hazardous Materials.

E. **Surrender.** Upon the expiration or earlier termination of the Agreement, MACSA, at it's sole cost, shall remove from the Premises all Hazardous Materials which were used, stored, disposed of, reagreeendtd or introduced to, on or in the Premises by MACSA or MACSA's agents, employees, contractors, subMACSAs or invitees. If MACSA fails to so surrender the Premises, MACSA shall indemnify, project, defend and hold ESUHSD harmless from and against all damages resulting from MACSA's failure to surrender the Premises as required by this Paragraph, including, without limitation, any actions, claims, losses, liabilities, fees, (including, but not limited to, attorneys' and consultants' fees), fines, penalties, or damages in connection with the condition of the Premises including, without limitation, damages occasioned by the inability to relet the Premises or a reduction in the fair market and/or rental value of the Premises by reason of the existence of any

Hazardous Materials in, on, under, through or around the Premises. Within a reasonable period of time after the expiration or earlier termination of this Agreement, but before the Premises are occupied by any other MACSA of ESUHSD, ESUHSD may cause an exit environmental audit of the Premises to be conducted by an environmental consultant or engineer to determine whether MACSA has fully discharged its obligations under this paragraph 22. ESUHSD shall pay the cost of such audit subject to the following: (i) if MACSA or any subMACSA of MACSA has used or stored Hazardous Materials in the Premises not permitted by this Article 22, MACSA shall pay the entire cost of such audit, and (ii) if such audit demonstrates that MACSA or any of MACSA's agents, employees, contractors subMACSA or invitees has caused a reagrreement of Hazardous Materials that has contaminated the Premises, MACSA shall pay the entire cost of such audit and the entire cost of remediating the contamination.

F. **Right to Appoint Consultant.** ESUHSD shall have the right to appoint a consultant to conduct an investigation to determine whether any Hazardous Materials are being used, generated, discharged, transported to or from, stored or disposed of in, on, over, through, or about the Premises, in an appropriate and lawful manner. MACSA at its expense shall comply with all recommendations of the consultant. If it is determined by the consultant that any Hazardous Materials are being used, generated, transported to or from, stored or disposed of in, on, over, through, or about the Premises in an inappropriate or unlawful manner, MACSA will pay any and all costs of said consultant.

G. **Holding Over.** If any action of any kind is required or requested to be taken by any governmental authority to clean-up, remove, remediate, or monitor any Hazardous Materials from the Premises and such action is not completed prior to the expiration or earlier termination of the Agreement, MACSA shall be deemed to have impermissibly held over until such time as such required action is completed, and ESUHSD shall be entitled to rent and all damages directly or indirectly incurred in connection with such holding over, including without limitation, damages occasioned by the inability to relet the Premises or a reduction of the market and / or rental value of the Premises.

H. **Provisions Survive Termination.** The provisions of Paragraph 20 shall survive the expiration or termination of the Agreement.

19. **ASBESTOS.** ESUHSD represents that the Grandin H. Miller School Site. complies with the State of California requirements regarding asbestos mitigation and is in full compliance with the Asbestos Hazards Emergency Response Act. An asbestos management plan has been prepared and is available at the Santa Clara Unified School District office for review. ESUHSD agrees to be responsible for future mitigation, if any, as required by the State of California regarding requirements relating to asbestos in the building unless mitigation is due to action of MACSA, its agents or clients, in which event necessary mitigation measures shall be charged to MACSA, its agents or client as additional rent.

20. **PARKING.** MACSA shall have the shared use of the parking lot on the Premises. MACSA shall not designate any parking spaces as reserved for MACSA's use without ESUHSD'S prior written approval. MACSA shall not abandon any inoperative vehicles or equipment on any portion of the Premises.

21. **SIGNS.** MACSA shall at MACSA's costs have the right and entitlement to place MACSA's signs on said Premises, and otherwise to advertise its services, provided MACSA obtains the written approval and consent of ESUHSD, such approval and consent not to be unreasonably withheld. In connection with the placement of such signs, ESUHSD agrees to cooperate with MACSA in obtaining any governmental permits, which may be necessary. At the termination of this Agreement, MACSA shall remove any signs which it has placed on the land or building in which the Premises are located, and shall repair any damage caused by the installation or removal of such signs.

22. **NOTICES.** Any notices which either of the parties hereto is required or may desire to send or deliver to give to the other party, shall be mailed, certified mail, return receipt requested, postage prepaid, or delivered, with all charges prepared, to such other party at the address listed below, or to such address as either party may designate to the other from time to time in writing.

ESUHSD: Superintendent
East Side Union High School District
830 North Capitol Avenue
San Jose, Ca. 95133

MACSA: Superintendent

23. **ATTORNEY FEES.** In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of this Agreement, to recover rent or possession of the Premises, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover as a part of such action or proceeding, reasonable attorney fees and court costs, including attorney fees and costs for appeal, as may be fixed by the court or a jury. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

24. **ASSIGNMENT AND SUBLETTING AND ENCUMBERING.**

A. MACSA shall not sublet, assign or encumber its interest in this Agreement, whether in whole or in part, or any interest therein, without first obtaining ESUHSD's written consent, which said consent should not be unreasonably

withheld. ESUHSD in making its determination as to whether consent shall be given to the proposed assignment or subagreement may consider factors including but not limited to the experience, the financial qualification, impact on rent, strength and stability of such successor, suitability of use for the School Site, legality of use, the need for alterations to the Premises, the nature of occupancy and other commercial considerations. In no event shall ESUHSD be deemed to be unreasonable for declining to consent to transfer to a successor of a poor reputation, lacking financial qualification, strength and stability, or a transfer involving a change in use of the Premises, or a transfer involving major alterations of the Premises. In the event ESUHSD's withholding of consent is found to be unreasonable by any court of competent jurisdiction, MACSA's sole remedy shall be to have the proposed assignment or subletting declared valid as if ESUHSD's consent had been given.

B. No consent to any assignment, encumbrance or subagreement shall constitute a waiver of the provisions of this section as to any future assignment encumbrance or subagreement.

D. Notwithstanding any such subletting or assignment, MACSA shall remain fully and primarily liable for the payment of all rental and other sums due, or to become due hereunder, and for the full performance of all other terms, conditions and covenants to be kept and performed by MACSA. The acceptance of rent or any other sum due hereunder, or the acceptance of performance of any other term, covenant or condition hereof, from any other person or entity shall not be deemed to be a waiver of any of the provisions of this Agreement or consent to any subletting or assignment of the Premises. Each subMACSA or assignee acquiring this Agreement by acceptance of any subagreement, assignment or transfer by operation of law shall assume, be bound by and be obligated to perform the terms and conditions of this Agreement. This Agreement shall not, nor shall any interest therein, be assignable as to MACSA's interest by operation of law, assignment for the benefit of creditors, voluntary or involuntary bankruptcy or reorganization, or otherwise, without the prior written consent of ESUHSD unless and except as specifically required by law.

G. Any assignment or subagreement in violation of this Agreement shall, at the option of the ESUHSD, be void.

H. MACSA further agrees to reimburse ESUHSD for all reasonable expenses incurred with respect to review and consent to any assignment or subletting, such expenses in no event to be more than One Thousand Dollars (\$1,000.00).

I. MACSA expressly agrees that the conditions imposed by ESUHSD on any Transfer pursuant to this Paragraph 28 are not unreasonable for purposes of Section 1951.4(b) (2) of the California Civil Code, as amended from time to time.

25. **SUCCESSORS.** This Agreement contains all of the covenants, agreements, representations and provisions thereof and shall inure to the benefit of and be binding upon the respective heirs, legal representatives, executors, administrators, successors and assigns of the parties hereto, except as provided in paragraph 28.

26. **SECURITY SYSTEM:** MACSA, at the MACSA's sole discretion and cost, with the written consent of ESUHSD, may provide its own security system for the Premises. However, said system must be comparable to other security systems presently used in the District and must include fire detection units. MACSA's own security system must have prior approval of the ESUHSD, and be at the sole cost of the MACSA.

27. **SURRENDER OF AGREEMENT NOT MERGER.** The voluntary or other surrender of this Agreement by MACSA, or a mutual cancellation thereof, shall not work a merger and shall, at the option of ESUHSD, terminate all or any existing subagreements or subtenants, or operate as an assignment to ESUHSD of any or all such subagreements or subtenants.

28. **WAIVER.** The waiver of ESUHSD or MACSA of any breach of any term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

29. **GENERAL.**

A. The captions and paragraph headings used in this Agreement are for the purposes of convenience only. They shall not be construed to limit or extend the meaning of any part of this Agreement.

B. Time is of the essence for the performance of each term, covenant and condition of this Agreement.

C. In case any one or more of the provisions contained herein, except for the payment of rent, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

D. If MACSA is more than one person or entity, each such person or entity shall be jointly and severally liable for the obligations of MACSA hereunder.

30. **ESUHSD'S COVENANT.** The ESUHSD covenants, warrants and represents that it has full right and power to execute and perform this Agreement, and to grant

the estate demised herein, and covenants that MACSA on paying charges herein provided and performing the covenants hereof shall peaceably and quietly have, hold and enjoy the demised Premises and all right, easements, appurtenances and privileges belonging or in any way appertaining thereto, during the term of this Agreement and any extension or renewal thereof.

31. BROKERAGE. ESUHSD and MACSA agree that no broker other than Public Property Advisors, the ESUHSD's property consultant, is involved in any of the negotiations, which preceded this Agreement Agreement, nor in the procuring of it. ESUHSD and MACSA agree that if any claim be made for brokerage fees by, through or on account of any acts of ESUHSD or MACSA or their respective representatives, the party upon whose acts such claim is made will hold the other harmless from any and all liabilities and expenses in connection therewith.

32. COMPLIANCE WITH LAWS.

A. During the Term of this Agreement, MACSA at it's sole cost and expense, shall promptly comply with all requirements of all federal, state and municipal government agencies, courts, commissions, boards, or any other body exercising functions similar to those of any of the foregoing, foreseen or unforeseen ordinary as well as extraordinary, which may be applicable to the Premises.

B. Right to Contest. MACSA shall have the right to contest by appropriate proceedings diligently conducted in god faith, in the name of MACSA, without cost or expense to ESUHSD, the validity or application of any law, ordinance, order, rule, regulation or requirement. If compliance with any such law, ordinance, order, rule, regulation or requirement may legally be delayed pending the prosecution of any such proceeding without the incurrence of any lien, charge or liability of any kind against ESUHSD, the Premises, or MACSA's interest therein and without subjection MACSA or ESUHSD to any liability, civil or criminal, for failure so to comply therewith, MACSA may delay compliance therewith until the final determination of such proceeding.

C. ESUHSD'S Cooperation. ESUHSD shall cooperate with MACSA in any contest referred to herein, provided that ESUHSD shall not be required to join in any proceedings referred to in this Section unless the provisions of any applicable law, rule or regulation at the time in effect shall require that such proceeding be brought by and/or in the name of ESUHSD, in which event ESUHSD shall join in the proceedings or permit the same to be brought in it's name if MACSA pays all expenses in connection therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

East Side Union High School District

By: _____

Title: _____

Date: _____

Approved as to form:

MACSA:

By: _____

Title: _____

Date: _____

EAST SIDE UNION HIGH SCHOOL DISTRICT

Board Meeting of September 16, 2004
Agenda Item: 9.16
Attachment A

TO: Board of Trustees

FROM: Superintendent

PREPARED BY: Art Darin, Chief Academic Officer

SUBJECT: **Approve Board Resolution #2004/05-10 Cooperative Program Agreement with the State of California Department of Rehabilitation**

The East Side Union High School District Special Education Department has been invited to continue a contract with California Department of Rehabilitation in the Transition Partnership Project (TPP) for 2004/2005 school year. Through the current contract, we are able to provide services to many eligible East Side students.

Recognizing that many more students can be served, we requested an increase in the funds and services provided by the Department of Rehabilitation. Following approval of the resolution, the contract will be completed.

FISCAL IMPACT

\$238,293.00
(will be added to the budget)

FUNDING SOURCE

California State Department of Rehabilitation

RECOMMENDATION

It is recommended that the Board of Trustees approve Resolution #2004/05-10 Cooperative Program Agreement with the State of California Department of Rehabilitation.

AD/kg/csr

EAST SIDE UNION HIGH SCHOOL DISTRICT

Board Meeting of September 16, 2004
Agenda Item: 9.17
Attachment A

TO: Board of Trustees
FROM: Superintendent
PREPARED BY: Alan Garofalo
SUBJECT: Notice of Completion for Computer Equipment, Wireless
Networking and Peripherals for Santa Teresa High School -
Bid #B-21-03-04

Pursuant to the contract awarded by the Board of Trustees on May 13, 2004, Apple Computer has furnished all material and finished all labor for the completion of work related to the Computer Equipment, Wireless Networking and Peripherals for Santa Teresa High School.

With the approval of the Board of Trustees, the attached Notice of Completion will be filed with the Santa Clara County Recorder's Office as required by law.

FINANCIAL IMPACT:
\$2,944,218.90

FUNDING SOURCE:
Measure G

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for Computer Equipment, Wireless Networking and Peripherals for Santa Teresa High School.

Attachment

AG:kk

Return to: East Side Union High School District
830 North Capitol Avenue
San Jose, CA 95133
Planning Department

Recorded without fee under Section 6103 of the
Government Code

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the undersigned, East Side Union High School District, as Owner of the property hereinafter described, caused improvements to be made upon the property hereinafter described.

That the work on said improvements was actually completed on the 16th day of September 2004.

That the name of the Contractor for said Owner is Apple Computer.

That the nature of the title of said owner to said property is that of Owner in fee simple, and the names and addresses of all Owners of said property are:

NAME	ADDRESS
East Side Union High School District	830 North Capitol Avenue San Jose, CA 95133

That the property herein referred to and on which said improvements are located is situated in the County of Santa Clara, State of California, and described as follows:

Computer Equipment, Wireless Networking and Peripherals for Santa Teresa High School.
Bid #B-21-03-04

DATED: September 16, 2004

By: _____
Bob Nuñez
Chief Human Resources Officer
East Side Union High School District

STATE OF CALIFORNIA)ss.
COUNTY OF SANTA CLARA)

Bob Nuñez, being duly sworn, says: That he is the Chief Human Resources Officer, and is authorized to make this verification for and on behalf of said Owner.

That the East Side Union High School District is the Owner of the property described in the foregoing Notice; that he has read the foregoing Notice, and knows the contents thereof and the facts therein stated are true of his own knowledge.

Bob Nuñez
Chief Human Resources Officer

Subscribed and sworn to before me
this _____ day of _____,
20__.

Notary Public in and for the County of
Santa Clara, State of California