



PAJARO VALLEY UNIFIED SCHOOL DISTRICT MISSION STATEMENT

The Mission of the Pajaro Valley Unified School District is to educate and to support learners in reaching their highest potential. We prepare students to pursue successful futures and to make positive contributions to the community and global society.

March 27, 2013 REGULAR BOARD MEETING

CLOSED SESSION – 6:00 p.m. – 7:00 p.m.
PUBLIC SESSION – 7:00 p.m.

DISTRICT OFFICE
BOARDROOM
292 Green Valley Road, Watsonville, CA 95076

NOTICE TO THE PUBLIC: PURSUANT TO SB 343, BOARD PACKET DOCUMENTS ARE AVAILABLE FOR YOUR REVIEW AT THE FOLLOWING LOCATIONS:

- Superintendent's Office: 294 Green Valley Road, Watsonville, CA (4th Floor)
- On our Webpage: www.pvUSD.net

Notice to the Audience on Public Comment

Members of the audience are welcome to address the Board on all items not listed on this agenda. Such comments are welcome at the "Visitor Non-Agenda Items".

Members of the audience will also have the opportunity to address the Board during the Board's consideration of each item on the agenda.

Individual speakers will be allowed three minutes (unless otherwise announced by the Board President) to address the Board on each agenda item. **You must submit this card prior to the discussion of the agenda item you wish to speak to; once an item has begun, cards will not be accepted for that item.** For the record, please state your name at the beginning of your statement. The Board shall limit the total time for public input on each agenda item to 20 minutes. With Board consent, the President may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

Note: Time allotment for each item is for the report portion only; it is not an anticipation of the total time for the discussion of the item.

We ask that you please turn off your cell phones and pagers when you are in the boardroom.

Please Note that Reporting out of Closed Session will Take Place AFTER Action Items.

1.0 CLOSED SESSION OPENING CEREMONY IN OPEN SESSION – 6:00 P.M.

- 1.1 Call to Order
- 1.2 Public comments on closed session agenda.

2.0 CLOSED SESSION (AND AFTER REGULAR SESSION IF NECESSARY)

- 2.1 Public Employee Appointment/Employment, Government Code Section 54957
 - a. Certificated Employees (see Attached)
 - b. Classified Employees (see attached)
- 2.2 Public Employee Discipline/Dismissal/Release/Leaves
- 2.3 Negotiations Update
 - a. CSEA
 - b. PVFT
 - c. Unrepresented Units: Management and Confidential
 - d. Substitutes – Communication Workers of America (CWA)
- 2.4 Claims for Damages
- 2.5 Pending Litigation
- 2.6 Anticipated Litigation
- 2.7 Real Property Negotiations
- 2.8 3 Expulsions

3.0 OPENING CEREMONY – MEETING OF THE BOARD IN PUBLIC - 7:00 P.M.

- 3.1 Pledge of Allegiance
- 3.2 Welcome by Board President
Trustees Kim De Serpa, Leslie DeRose, Maria Orozco, Karen Osmundson, Lupe Rivas, Jeff Ursino and President Willie Yahiro.
- 3.3 Superintendent Comments
- 3.4 Governing Board Comments/Reports (Limit to 1 minute per trustee)
- Report on Standing Committees Meetings
- 3.5 Student Recognition
 - *Julio Cesar Magaña-Orozco – MacQuiddy Elementary School*
 - *Adrian Muñiz - Starlight Elementary School*
 - *Ernie Parra - Ohlone Elementary School*
 - *Anjana Koshy - Amesti Elementary School*
 - *Erika Bernabe – Watsonville/Aptos Adult Education*

4.0 APPROVAL OF THE AGENDA

5.0 APPROVAL OF MINUTES

a) Minutes for March 13, 2013

6.0 HIGH SCHOOL STUDENTS BOARD REPRESENTATIVES REPORT

7.0 VISITOR NON-AGENDA ITEMS

Public comments on items that are not on the agenda can be addressed at this time. The Board President will recognize any member of the audience wishing to speak to an item not on the agenda on a matter directly related to school business. The President may allot time to those wishing to speak, but no action will be taken on matters presented (Ed. Code Section 36146.6). If appropriate, the President or

any Member of the Board may direct that a matter be referred to the Superintendent's Office for placement on a future agenda. (Please complete a card if you wish to speak.)

8.0 EMPLOYEE ORGANIZATIONS COMMENTS – PVFT, CSEA, PVAM, CWA 5 Min. Each

9.0 CONSENT AGENDA

Information concerning the Consent items listed above has been forwarded to each Board Member prior to this meeting for his/her study. Unless some Board Member or member of the audience has a question about a particular item(s) and asks that it be withdrawn from the Consent list, the item(s) will be approved at one time by the Board of Trustees. The action taken in approving Consent items is set forth in the explanation of the individual item(s).

- 9.1 Purchase Orders March 7 - 20, 2013
The PO's will be available in the Superintendent's Office.
- 9.2 Warrants March 7 - 20, 2013
The warrants will be available in the Superintendent's Office.
- 9.3 Acknowledge with Gratitude Donation of Computer Equipment from West Marine, an Estimated Value of \$2,949.00.
- 9.4 Acknowledge with Gratitude Donation of \$100 for the PVUSD Scholarship Fund from Doug Keegan.
- 9.5 Approve CAHSEE Passage Waiver for Student #12-13-11, English Language Arts, Pajaro Valley High School.
- 9.6 Approve CAHSEE Passage Waiver for Student #12-13-12, Math, Pajaro Valley High School.
- 9.7 Approve Trip to Kawakami for 15 Students through the Sister City Program, May 7 – 15, 2013.
- 9.8 Approve Germany Exchange Student Program, June 10 – July 10, 2013.
- 9.9 Approve Ranum, Denmark and Pajaro Valley High School Student Exchange Program, June 11 – July 25, 2013.
- 9.10 Approve Local Education Agency (LEA) Plan Update.
- 9.11 Approve Consulting Services firm to Provide Design Services for Renewable Energy Systems for Projects Outlined in the 2012-2022 Facilities Master Plan.
- 9.12 Approve Architectural Contract to Provide Architectural Services on Upcoming Projects.
- 9.13 Approve 2012-13 School Accountability Report Card (SARC).

The administration recommends approval of the Consent Agenda.

10.0 DEFERRED CONSENT ITEMS

11.0 REPORT AND DISCUSSION ITEMS

- 11.1 Report and discussion on an Update on New Common Core State Standards.
Report by Susan Perez, Director, Educational Services. 15 min. report; 20 min. discussion

- 11.2 Report and discussion on Pajaro Valley Prevention and Student Assistance.
Report by Jenny Sarmiento, Director, PVPSA. 15 min. report; 20 min. discussion

12.0 REPORT, DISCUSSION AND POSSIBLE ACTION ITEMS

- 12.1 Report, discussion and possible action to approve Linscott Charter School Renewal Petition (2013-2018).
Report by Murry Schekman, Assistant Superintendent. 10 min. report; 5 min. discussion
- 12.2 Report, discussion and possible action to Approve Funding for the Canine Detection Program the District's Local Education Agency Plan (LEA).
Report by Murry Schekman, Assistant Superintendent. 5 min. report; 10 min. discussion
- 12.3 Report, discussion and possible action to Approve Resolution #12-13-16, Supporting Measures for Continued School Safety.
Report by Dorma Baker, Superintendent. 5 min. report; 5 min. discussion
- 12.4 Report, discussion and possible action to Approve Changes to the Board Meeting Schedule: Addition of Governance Training on Saturday, April 13, 2013, and the Deletion of April 27, 2013 Meeting.
Report by Dorma Baker, Superintendent. 2 min. report; 5 min. discussion

13.0 ACTION ON CLOSED SESSION

14.0 UPCOMING BOARD MEETINGS/REMAINING BOARD MEETINGS FOR 2013

All meetings, unless otherwise noted, take place at the District Office Boardroom, 292 Green Valley Road, Watsonville, CA. Closed Session begins at 6:00 pm; Open Session begins at 7:00 pm.

		Comment
April	<ul style="list-style-type: none"> ▪ 10 ▪ 24 	
May	<ul style="list-style-type: none"> ▪ 8 ▪ 22 	<ul style="list-style-type: none"> ▪ Approve 3rd Interim Report
June	<ul style="list-style-type: none"> ▪ 12 ▪ 26 	<ul style="list-style-type: none"> ▪ 13-14 Budget Adoption
July	<ul style="list-style-type: none"> ▪ 	<ul style="list-style-type: none"> ▪ No Meetings Scheduled
August	<ul style="list-style-type: none"> ▪ 14 ▪ 28 	
September	<ul style="list-style-type: none"> ▪ 11 ▪ 25 	<ul style="list-style-type: none"> ▪ Unaudited Actuals
October	<ul style="list-style-type: none"> ▪ 9 ▪ 23 	
November	<ul style="list-style-type: none"> ▪ 13 	<ul style="list-style-type: none"> ▪
December	<ul style="list-style-type: none"> ▪ 11 Annual Organization Mtg. 	<ul style="list-style-type: none"> ▪ Approve 1st Interim Report

15.0 ADJOURNMENT

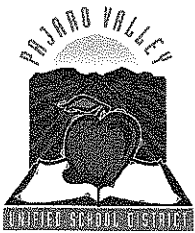
PAJARO VALLEY UNIFIED SCHOOL DISTRICT
CLOSED SESSION AGENDA
March 13, 2013

- 2.1 Public Employee Appointment/Employment, Government Code Section 54957
a. Certificated Employees
b. Classified Employees

New Hires – Probationary	
	None
New Hires	
1	Secondary Teacher
New Substitutes	
	None
Promotions	
1	Administrative Secretary II
Administrative Appointments	
1	Principal
1	Coordinator
Other	
1	Coordinator – Raising a Reader
Extra Pay Assignments	
1	Department Chair
19	Coaches
Extra Period Assignments	
	None
Leaves of Absence	
1	Cafeteria Assistant
1	Custodian II
1	Health Services Assistant
1	Registration Specialist I
20	Primary Teachers
3	Secondary Teachers
2	Speech & Language Specialist
3	Special Education Teachers
1	Coordinator – New Teacher Project
Retirements	
1	Special Education Teacher

Resignations/Terminations	
	None
Supplemental Service Agreements	
63	Primary Teachers
16	Secondary Teachers
24	Child Development Teachers
6	Special Education Teachers
2	Education and English Language Services Teachers
Miscellaneous Actions	
	None
Separations From Service	
1	Cafeteria Manager II
1	Instructional Assistant II
1	Office Assistant III
1	Primary Teacher
1	Secondary Teacher
1	Child Development Teacher
Limited Term – Projects	
3	Administrative Secretary II
1	Behavior Technician
2	Campus Safety Coordinator
1	Community Service Liaison II
3	Custodian I
4	Enrichment Specialist
1	Health Services Assistant
4	Instructional Assistant – General Ed
2	Instructional Assistant II
1	Language Support Liaison I
1	Migrant Outreach Specialist
10	Office Assistant I
5	Office Assistant II
2	Office Assistant III
1	Office Manager
14	Parent Education Specialist
2	Translators

Exempt	
1	Child Care
1	Crossing Guard
3	Migrant OWE
5	Workability
Provisional	
2	Behavior Technician
1	Instructional Assistant I
1	Instructional Driver
1	Site Computer Support Technician
Limited Term - Substitute	
1	Custodian
1	Cafeteria Assistant



March 13, 2013
REGULAR BOARD MEETING
UNADOPTED MINUTES
CLOSED SESSION – 6:00 p.m. – 7:00 p.m.
PUBLIC SESSION – 7:00 p.m.

DISTRICT OFFICE
BOARDROOM
292 Green Valley Road, Watsonville, CA 95076

1.0 CLOSED SESSION OPENING CEREMONY IN OPEN SESSION – 6:00 P.M.

1.1 Call to Order

Trustee DeRose called the meeting of the Board to order at 292 Green Valley Road, Watsonville, CA.

1.2 Public comments on closed session agenda.

None.

2.0 CLOSED SESSION (AND AFTER REGULAR SESSION IF NECESSARY)

2.1 Public Employee Appointment/Employment, Government Code Section 54957

a. Certificated Employees

b. Classified Employees

New Hires – Probationary	
1	Parent Education Specialist
1	Data Entry Specialist
New Hires	
	None
New Substitutes	
15	Substitutes
Promotions	
	None
Administrative Appointments	
	None
Other	
1	Coordinator, Raising a Reader
Extra Pay Assignments	
2	Coach
Extra Period Assignments	
	None
Leaves of Absence	
2	Instructional Assistant II
1	Energy Management Technician
1	Maintenance Specialist

Retirements	
1	Principal
Resignations/Terminations	
	None
Supplemental Service Agreements	
33	Teachers
1	Counselor
1	Coordinator, Raising a Reader
Miscellaneous Actions	
1	Library Media Tech
1	Office Manager
Separations From Service	
	None
Limited Term – Projects	
17	Behavior Technician
1	Cafeteria Assistant
2	Campus Safety Coordinator
1	Community Service Liaison I
7	Enrichment Specialist
1	Health Services Assistant
1	Instructional Assistant – Migrant Children Center
2	Library Media Technician
1	Office Assistant I
2	Office Assistant II
3	Office Assistant III
1	Translator
Exempt	
2	Crossing Guards
2	Migrant OWE
12	Student Helper
5	Workability I
9	Yard Duty
Provisional	
1	Behavior Technician
1	Instructional Assistant I
1	Instructional Assistant II

1	Staff Accountant
Limited Term - Substitute	
1	Behavior Technician
3	Cafeteria Assistant
1	Executive Assistant to the Superintendent
1	Groundskeeper I
1	Health Services Assistant
1	Instructional Assistant II
1	Translator
1	Warehouse Delivery Worker
Status Change	
2	<i>Primary Teachers</i>

2.2 Public Employee Discipline/Dismissal/Release/Leaves

a. Resolution #12-13-15, for the Reduction or Discontinuation of Particular Kinds of Services and Layoff of Certificated Employees.

2.3 Negotiations Update

a. CSEA

b. PVFT

c. Unrepresented Units: Management and Confidential

d. Substitutes – Communication Workers of America (CWA)

2.4 Claims for Damages

2.5 Pending Litigation

2.6 Anticipated Litigation

2.7 Real Property Negotiations

2.8 9 Expulsions

3.0 OPENING CEREMONY – MEETING OF THE BOARD IN PUBLIC - 7:00 P.M.

Vice President De Serpa called the meeting of the Board in public to order at 7:06 pm.

3.1 Pledge of Allegiance

Trustee Orozco led the Board in the Pledge of Allegiance.

3.2 Welcome by Board President

Trustees Kim De Serpa, Leslie DeRose, Maria Orozco, Karen Osmundson, Lupe Rivas and Jeff Ursino were present. President Willie Yahiro was absent.

3.3 Superintendent Comments

Dorma Baker commented on the memorial services for the two police officers from Santa Cruz. Ms. Baker echoed the comments by Leon Panetta at the services who stated that it is all of our responsibility to make our community safe.

3.4 Governing Board Comments/Reports

- Report on Standing Committees Meetings

Trustee Ursino attended the meeting at Rio Del Mar with Sheriff Rivas who spoke about safety in the community. Attended a fundraising event for Rio Del Mar and it was very well attended. He also attended the intergovernmental meeting and discussed the recent violence in the community and what can be done. Trustee Ursino also spoke about open space for community.

Trustee Orozco spoke about attending the intergovernmental meeting and spoke about the Youth meeting to discuss the issues that affect youth. City agreed to open venues to host tutoring sessions to advance tutoring programs.

Trustee DeRose stated that she was serving on the PVPSA Board and will be attending a meeting soon. She said she had met with Jenny Sarmiento, their Executive Director, to speak about the services.

Trustee Rivas spoke about starting the drop out and expulsion committee meetings. The intent is to really understand the issues around drop outs and the committee will be looking at data. She reported she had attended the CAFE conference and accepted an award to the district for the biliteracy seal implementation. Trustee Rivas asked teachers Lucia Villarreal and Abel Mejia to introduce the award. Former PVUSD trustee Sandra Nichols was also present and spoke about what brought about the seal of biliteracy and the need to recognize the special skills of students who are bilingual. It was noted that PVUSD is a leader in this aspect.

Trustee Osmundson said she would start to attend Migrant Head Start and SELPA meetings.

Vice President De Serpa thanked everyone for being at the meeting and announced that the Santa Cruz County School Boards Association would be having a meeting the following day.

Trustee Orozco stated that she was looking at developing a new scholarship fund and looking at having the first fundraising event during the Strawberry Festival. She said that she'd met with Roberto Garcia, former trustee, and he sends his regards to the Board.

3.5 Jacob Young Financial - Teacher of the Month Award for February 2013

- John Simms, Aptos Jr. High School

Jacob Young introduced the item and spoke of the process. The recipient received a \$50 gift card. He introduced John Simms of Aptos Jr. High as the recipient of the Teacher of the Month award for February. Principal Brian Saxton spoke about Mr. Simms's qualities as a teacher, stating that he also participates in other school activities, including with tech support. His dedication to the school is amazing. Mr. Simms spoke about how lucky he is to have a great job; he appreciates the staff and the recognition.

3.6 Jacob Young Financial – Classified Employee of the Month Award for February 2013

- Rich Arellano, Textbook Media Specialist, District Office Warehouse

Mr. Young introduced the classified employee of the month award. He introduced Mr. Rich Arellano, textbook media technician, as the recipient. Ms. Susan Perez, Director of Education and English Learner Department, reported that the department's staff was glad to hear Mr. Arellano received the award because he does a wonderful job at meeting the textbook needs of all the schools. Mr. Arellano thanked Ms. Perez for her comments.

4.0 APPROVAL OF THE AGENDA

Trustee DeRose moved to approve the agenda requesting to move item 11.4 and 12.2 prior to 11.0. Trustee Ursino seconded the motion. The motion passed 6/0/1 (Yahiro absent).

5.0 APPROVAL OF MINUTES

a) Minutes for February 27, 2013

Trustee Orozco asked for a correction to her comments on page 7. Trustee DeRose moved to approve the minutes with the requested correction. Trustee Rivas seconded the motion. The motion passed 6/0/1 (Yahiro absent).

6.0 HIGH SCHOOL STUDENTS BOARD REPRESENTATIVES REPORT

Luke Rossi and Sarah Jeffery of Aptos High School reported that the Distinguished School organization had visited the campus to further consider their petition to be acknowledged as a distinguished school. They noted that the visit had been very positive. The school is addressing bullying this week and has activities on anti-bullying.

Adam Ledesma of Watsonville High School reported that students were preparing for the CST. Students will have a House of Representatives from advisory classes; this club addresses all student activities.

Alondra Aldana of Renaissance High School reported that the school had a career day. CAHSEE testing is taking place this week. She offered a brief sports update. She reported that the Harvest Food Bank comes to school to give food to students and parents on a regular basis. She thanked the new co-advisors for the school's ASB.

7.0 VISITOR NON-AGENDA ITEMS

Jair Maldonado, student, advocated for Adult Education and asked that the budget for the school be reinstated. He advocated for teachers and spoke about the benefit to students.

The following teachers advocated for better pay: Rob Smet, Christine Kopecki, Cherie Johnson, Isai Baltezar, Bob Lyons, and Don Brown.

Lucia Villarreal, president of CAFE and member of PVFT, spoke briefly about the Biliteracy Seal award and noted that there is a need for a pathway certificate for elementary and middle school students. Urged the board to consider reconvening the Biliteracy Seal committee.

Pablo Barrick, teacher and PVFT treasurer, spoke about earned interest in reserves and offered recommendations on how to use those funds. He added that lighting throughout campuses is necessary for safety.

Nancy Jackson, teacher, advocated for class size reduction and the importance of using funds to educate children.

William Regan, teacher, has 15 students in his mild to moderate class and said that it is a high ratio to provide students the best education they deserve. He recommended a cap of 10-12 students per special day class.

Nikki Lewen & other physical education teachers, presented a copy of letter signed by various PE teachers advocating for smaller class sizes, citing the need to give each student the attention they deserve.

Thad Bishop, teacher, addressed safety and how larger PE class sizes for 6 – 8 grade can pose a safety issues.

Joel Amrani, teacher, spoke about smaller class sizes to allow students to receive more personalized attention. He also advocated for salary increases noting that the cost of living has risen but salaries have remained stagnant.

8.0 EMPLOYEE ORGANIZATIONS COMMENTS – PVFT, CSEA, PVAM, CWA 5 Min. Each

Jack Carroll, PVFT, commented on district reserves and the need to spend down reserve to reduce class sizes.

Brian Saxton, PVAM representative, read his poem *Ode to a Site Administrator*, which spoke to the many details administrators have to tend to each day.

9.0 CONSENT AGENDA

Trustee DeRose moved to approve the consent agenda. Trustee Ursino seconded the motion. Trustee Rivas requested that item 9.10 be deferred for discussion. Trustees DeRose and Ursino amended their motion and second to defer item 9.10. The motion passed 6/0/1 (Yahiro absent).

- 9.1 Purchase Orders February 21 – March 6, 2013**
- 9.2 Warrants February 21 – March 6, 2013**
- 9.3 Acknowledge with Gratitude Donation of \$2,000 from the Safeway Foundation for the Transition Partnership Program.**
- 9.4 Acknowledge with Gratitude the contributions of Prizes, Food and Beverages from Yogurtland, Café Ella, Verve Coffee and Palace Arts and Office Supply to Support the District's Systematic English Language Development Fair of February 27, 2013.**
- 9.5 Acknowledge with Gratitude the Donation of \$7,500 from Joe Begley and Driscoll's Strawberry Associates for the Walk to Learn Reading Intervention Program at Bradley Elementary School.**
- 9.6 Approve CAHSEE Passage Waiver for Student #12-13-07, Math, AVCI.**
- 9.7 Approve CAHSEE Passage Waiver for Student #12-13-08, Math, Pajaro Valley High School.**
- 9.8 Approve CAHSEE Passage Waiver for Student #12-13-09, English Language Arts, Pajaro Valley High School.**
- 9.9 Approve CAHSEE Passage Waiver for Student #12-13-10, Math, Pajaro Valley High School**
- 9.10 Approve Travel for 13 Students from Aptos High School to Belize from March 29 to April 4, 2013.**

This item was deferred.

10.0 DEFERRED CONSENT ITEMS

- 9.10 Approve Travel for 13 Students from Aptos High School to Belize from March 29 to April 4, 2013.**

After clarification on out-of-country travel process, trustee Ursino moved to approve this item. Trustee DeRose seconded the motion. The motion passed 5/0/1/1 (Rivas dissented; Yahiro absent).

11.0 REPORT, DISCUSSION AND POSSIBLE ACTION ITEMS

- 11.4 Report, discussion and possible action to Approve Contribution to COPA's Investment Campaign and Annual Membership in the Organization.**

Report by Brett McFadden, CBO.

Brett McFadden reported that they have an investment campaign requesting contribution and support from community organizations. In the past year, the district has had a relationship with COPA on a variety of issues. The partnership has been invaluable in having community outreach. Mr. McFadden also requested board input for possibility on district joining COPA as a member.

Public comment:

Kathy Ruiz Goldenkranz, representing COPA leaders, noted that COPA supports Mr. McFadden's recommendation and made herself available to answer any questions.

Board participated with comments.

Trustee DeRose moved to approve the item, allowing for the \$5,000 contribution as well as the \$5,000 annual membership. Trustee Orozco seconded the motion. The motion passed 6/0/1 (Yahiro absent).

12.0 REPORT AND DISCUSSION ITEMS

12.2 Report and discussion on WASC Accreditation Review – Aptos High School, Pajaro Valley High School and Watsonville High School.

Report by Murry Schekman, Assistant Superintendent.

Murry Schekman noted that this was a continuation of the WASC process for schools that was addressed at the meeting of February 27. The following school principals were present to address their individual process: Elaine Legorreta of WHS, Pancho Rodriguez of Pajaro Valley High School and Casey O'Brien of Aptos High School. Each principal spoke about strengths and weaknesses, or areas of growth, of the programs as well as their goals. WASC commendations and findings were described and how those findings were similar to the self-study the schools had done. Principals agreed that the process also assists in identifying what works and what needs improvement.

Board participated with comments.

11.0 REPORT, DISCUSSION AND POSSIBLE ACTION ITEMS (CONTINUED)

11.1 Report, discussion and possible action to Approve Resolution #12-13-17, Supporting Adult Education Week, March 11 – 15, 2013.

Report by Dorma Baker, Superintendent.

Dorma Baker reported that this is a good opportunity to recognize the value of adult education. She thanked the board for their support of adult education. The school benefits relationship with the community.

Dr. Nancy Bilicich, director of Adult Education and city councilwoman, presented a proclamation from the City of Watsonville. The city supports the program due to its benefits to the community. Dr. Bilicich thanked the Board for their support. As the director of Adult Education, she presented the newspaper article, provided by RP as a partner, of students who were being honored.

Public comment:

Jack Carroll, teacher, complemented the Board for the support of adult education. Spoke about the money that has been swept from adult education and asked the Board to consider reinstating that funding.

Trustee DeRose moved to approve this item. Trustee Orozco seconded the motion. The motion passed 6/0/1 (Yahiro absent).

11.2 Report, discussion and possible action to Approve Second Interim Report.

Report by Brett McFadden, CBO, and Helen Bellonzi, Director of Finance.

Brett McFadden stated that this report is being presented per law. The development of an interim report requires about 6 weeks of work from many staff members. The second interim shows fiscal activity from July 1 – January 31. The assumptions in the multi-year projections include a 1.65% COLA in 2013-14, an increase in health and welfare benefits of 10%, step and column movement, categorical and adult education shifts to general fund as allowable, and updated revenue and expenditure calculations. At this time, the district has not been asked to factor in possible federal sequestration. Mr. McFadden noted that all districts have fiscal reporting and accounting per law. Reports are sent to the Department of Education and the State Controller's Office. These reports are available for audits by independent, local, state and federal agencies. PVUSD has gone through various audits in the past three years without having any major corrections or findings in the past five years. Mr. McFadden addressed general fund expenditures that include instruction, salaries, benefits, special education, transportation, grants/entitlements, QEIA, federal programs, books, supplies, maintenance, utilities, and other operational costs. The fund includes encroachment of \$10 million for Special Education and \$4.5 million for transportation. Speaking about federal sequestration, Mr. McFadden pointed out what the

reductions would look like for the various programs. Although effects of sequestration are unforeseeable, the district is not issuing any sequestration-related layoffs.

Mr. McFadden concluded his presentation noting that there are no firm estimates regarding the governor's Local Control Funding Formula, and that the Governor's May Revise will provide the only directive to develop the June 2013-14 budget. These times are unique in that the district is unable to discuss reinstatement priorities as there are many uncertainties.

Public comment:

Jack Carroll, teacher, stated that the assumption that revenues will not increase is not a reality. Cost for benefits have gone down and Proposition 30 provides financial support as well.

Bill Beecher, community member, spoke about the budget and asked the board to be careful and conservative because that money may or may not be there. Look for clever ways to find money for CSR if necessary but be careful.

Board participated with comments and questions.

Trustee DeRose moved to approve the 2nd interim report. Trustee Ursino seconded the motion. The motion passed 6/0/1 (Yahiro absent).

Trustee DeRose moved to continue the meeting until 11:30 PM with an 11:00 PM target time to finish. Trustee Orozco seconded the motion. The motion passed 6/0/1 (Yahiro absent).

11.3 Report, discussion and possible action to Approve Appointment of Measure L Citizens' Oversight Committee.

Report by Brett McFadden, CBO.

Brett McFadden was glad to present a very geographically and professionally representative committee. The committee is for individuals who are willing to commit time and many years. Mr. McFadden introduced Rocco Cappalla of COPA who was part of the interview panel and the process. He added that the district was still searching for an active member of a tax payer association, as required by law.

Mr. Cappalla spoke about the interview process and stated they were looking for a team that is cohesive and can work together.

Board participated with comments.

Trustee Rivas moved to approve this item. Trustee DeRose seconded the motion. The motion passed 6/0/1 (Yahiro absent).

11.5 Report, discussion and possible action to Approve Proposition 30 Education Protection Act – Notification and Declaration of Fund Use.

Report by Brett McFadden, CBO.

Brett McFadden reported that Proposition 30, Education Protection Act, requires boards to make a determination regarding the use of EPA funds in the district's budget. The district's proportional allocation of EPA funds will be entirely allocated to its regular education program. This is used to ensure the protection and maintenance of employee salaries, benefits and programs in the district. Approval of this complies with EPA requirements but does not alter the district's budget.

Trustee Osmundson moved to approve this item. Trustee DeRose seconded the motion. The motion passed 6/0/1 (Yahiro absent).

11.6 Report, discussion and possible action to Approve Resolution #12-13-16, Supporting Measures for Continued School Safety.

Report by Dorma Baker, Superintendent.

Dorma Baker reported that the resolution was a result of show of concern about safety from board members.

Public comment:

Francisco Rodriguez, PVFT president, requested that the resolution be approved with the recommended changes from PVFT. Staff feel physically threatened by some parents and this should be part of this resolution. Regarding fumigants, he commented on that it is a concern when they are sprayed so close to schools and this reference should be kept on the resolution. A district safety committee should be reconvened.

Kathleen Kilpatrick, school nurse, was glad that the district is looking at safety. Hopes there is a desire to reconvene the committee. Supports the amended version presented by PVFT. Would add how to report pesticide drift and what can happen. She added that there are still classrooms that only lock from the outside which needs to be fixed right away. Spoke of what else the district needs to be aware of in terms of health and requested better communication with health professionals.

Trustee Orozco read a comment from Sandra Nichols related to gun safety.

This item was tabled to allow for a more comprehensive resolution.

12.0 REPORT AND DISCUSSION ITEMS (CONTINUED)

12.1 Report and discussion on an Update on New Common Core State Standards.

Report by Susan Perez, Director, Educational Services.

This item was tabled due to the time.

13.0 ACTION ON CLOSED SESSION

2.1 Public Employee Appointment/Employment, Government Code Section 54957

a. Certificated Employees

Trustee DeRose moved to approve the certificated report with the addition of 2 primary teachers under Status Change. Trustee Rivas seconded the motion. The motion passed 6/0/1 (Yahiro absent).

b. Classified Employees

Trustee DeRose moved to approve the classified report as presented. Trustee Orozco seconded the motion. The motion passed 6/0/1 (Yahiro absent).

2.2 Public Employee Discipline/Dismissal/Release/Leaves

a. Resolution #12-13-15, for the Reduction or Discontinuation of Particular Kinds of Services and Layoff of Certificated Employees.

This item was pulled in closed session.

2.8 9 Expulsions

Action on Expulsions:

Trustee Osmundson moved to approve the recommendation of the District Administration for the following expulsion:

12-13-052

Trustee Ursino seconded the motion. The motion passed 6/0/1 (Yahiro absent).

Trustee Osmundson moved to approve the recommendation of the District Administration for the following expulsion:

12-13-053

Trustee Ursino seconded the motion. The motion passed 6/0/1 (Yahiro absent).

Trustee Osmundson moved to approve the recommendation of the District Administration for the following expulsion:

12-13-054

Trustee Ursino seconded the motion. The motion passed 6/0/1 (Yahiro absent).

Trustee Osmundson moved to approve the recommendation of the District Administration for the following expulsion:

12-13-055

Trustee Rivas seconded the motion. The motion passed 6/0/1 (Yahiro absent).

Trustee Osmundson moved to approve the recommendation of the District Administration for the following expulsion:

12-13-056

Trustee Orozco seconded the motion. The motion passed 6/0/1 (Yahiro absent).

Trustee Osmundson moved to approve the recommendation of the District Administration for the following expulsion:

12-13-057

Trustee Orozco seconded the motion. The motion passed 6/0/1 (Yahiro absent).

Trustee Osmundson moved to approve the recommendation of the District Administration for the following expulsion:

12-13-058

Trustee Rivas seconded the motion. The motion passed 6/0/1 (Yahiro absent).

Trustee Osmundson moved to approve the recommendation of the District Administration for the following expulsion:

12-13-059

Trustee Rivas seconded the motion. The motion passed 6/0/1 (Yahiro absent).

Trustee Osmundson moved to approve the recommendation of the District Administration for the following expulsion:

12-13-060

Trustee DeRose seconded the motion. The motion passed 6/0/1 (Yahiro absent).

14.0 UPCOMING BOARD MEETINGS/REMAINING BOARD MEETINGS FOR 2012

All meetings, unless otherwise noted, take place at the District Office Boardroom, 292 Green Valley Road, Watsonville, CA. Closed Session begins at 6:00 pm; Open Session begins at 7:00 pm.

Brett McFadden commented that CSBA is prepared to come to the district to offer a Governance Training. It is recommended for a Saturday in April and asked that the Board considers cancelling the 27th of April to have the governance session instead on a Saturday, either the 13th or the 20th.

This request will be brought forth at the next meeting.

		Comment
March	▪ 27	
April	▪ 10 ▪ 24	
May	▪ 8 ▪ 22	▪ Approve 3 rd Interim Report
June	▪ 12 ▪ 26	▪ 13-14 Budget Adoption

July	▪	▪ No Meetings Scheduled
August	▪ 14 ▪ 28	
September	▪ 11 ▪ 25	▪ Unaudited Actuals
October	▪ 9 ▪ 23	
November	▪ 13	▪
December	▪ 11 Annual Organization Mtg.	▪ Approve 1 st Interim Report

15.0 ADJOURNMENT

There being no further business to address, the meeting of the Board was adjourned at 11:12 pm.

Dorma Baker, Superintendent



PAJARO VALLEY UNIFIED SCHOOL DISTRICT



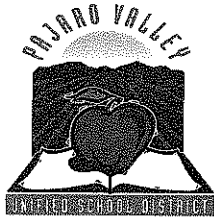
Board Agenda Backup

Item No: 9.3

Date:	March 27, 2013
Item:	Acknowledge with Gratitude Donation of Computer Equipment from West Marine, an Estimated Value of \$2,949.00
Overview:	The Board acknowledges and recognizes the generosity of community members and businesses. Their commitment to education is evident through their contribution.
Recommendation:	Accept with gratitude.

Prepared By: Dorma Baker, Superintendent

Superintendent's Signature: Dorma Baker



Pajaro Valley Unified School District Technology Services

294 Green Valley Rd., Watsonville, CA 95076

(831) 786-2333 Fax: (831) 851-2214

Date: March 21, 2013

West Marine
P.O. 50070
Watsonville, CA 95077

Dear Mr. Warner;

Thank you for your generous donation of:

IBM, NETBAY 42 ENTERPRISE RACK
MT-MOD: 9308-RC4
PRODUCT ID: 9308-4RX
PART NUMBER: 41Y0560 S/N: 23R0261
(31) IBM PRODUCT ID: 9308-4RX
(1P) IBM P/N: 41Y0560
(S) IBM M/T – MOD, S/N: 9308RC4 23R0261
(1S) IBM PRODUCT ID, S/N: 93084RX 23R0261
(4L) ORIGIN: US

It is with support like yours that the local schools can build their technology expertise and better prepare students for the ever-changing world we live in. This hardware will be distributed to a School in the Pajaro Valley Unified School District through the Technology Services department.

Your gift is tax-deductible as a charitable contribution to an educational organization, as defined by the Internal Revenue Code, Section 170(a) and (b)(1)(A)(ii). You have valued your donation at \$2949.00

Thank you again for your support of Pajaro Valley Unified School District.

Sincerely,

Tim Landeck
Director, Technology Services

PAJARO VALLEY UNIFIED SCHOOL DISTRICT



Board Agenda Backup

Item No: 9.4

Date: March 27, 2013

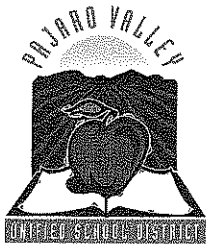
Item: Acknowledge with Gratitude Donation of \$100 for the PVUSD Scholarship Fund from Doug Keegan.

Overview: The Board acknowledges and recognizes the generosity of community members and businesses. Their commitment to education is evident through their contribution.

Recommendation: Accept with gratitude.

Prepared By: Dorma Baker, Superintendent

Superintendent's Signature: Dorma Baker



Pajaro Valley Unified School District
Scholarship Program
2012 - 2013

March 22, 2013

PVUSD
SCHOLARSHIP
PROGRAM

D. Douglas Keegan
124 Onyx Drive
Watsonville, CA 95076

Dorma Baker
Superintendent

Murry Schekman
Assistant Superintendent
of Secondary Education

Scholarship
Advisory Board

Lorraine Sandoval-Vigil
Ann Wyckoff Carlos
Richard Allen
John Walker
Terry Medina
Fidelia Moreno
Carlos Palacios
Hal Hyde
Diane Porter Cooley
Rowland Rebele

Organizing
Committee

Lorraine Sandoval-Vigil
Ann Wyckoff Carlos
Ron Sandidge
Jim Lucas
Deanna Young
Gabriela Mora
Mark Rogers
Michelle Olson

Endorsers

William Locke-Paddon
George Ow

Dear Doug,

On behalf of our PVUSD college-bound graduates, I want to thank you for your generous contribution of \$100.00 to the PVUSD Scholarship Program Fund. Your generosity will make it possible for a hardworking, high ability Pajaro Valley student(s) to continue on to higher education and to pursue the profession of their choice.

As you have requested, your scholarship will be used at the discretion of the committee. Your contribution is tax deductible and, in case you need it, the district's federal identification number is 77-037-5541.

Once a student's proof of enrollment is received, the scholarship award will be sent to and administered by the Financial Aid Office of the college or university the student(s) will be attending. Each student's progress will be monitored via their college transcripts and proof of enrollment documentation.

Thank you again for your commitment to these deserving young people.

Sincerely,

Dorma Baker
Superintendent

"Investing in the potential of our youth today will yield prosperity tomorrow." – Lorraine Sandoval

294 Green Valley Road, Watsonville, CA 95076
Phone Number: (831) 786-2100



Board Agenda Backup

Item No: 9.5

Date: March 27, 2013

Item: CAHSEE Passage Waiver
English Language Arts (PVHS 12-13-11)

Overview: Per Education Code 60851 (c) the parent/guardian of a student who has taken any section of the exam with one or more modifications and has received the equivalent of a passing score may request that his/her child receive a waiver of the requirement to successfully pass the exam. Upon receipt of such request, the principal shall submit to the Governing Board a request for a waiver.

The attached documentation as required by Education Code demonstrates that the identified special education student has earned "the equivalent of a passing score" (350 or more points) on the exit exam using modifications identified in the student's IEP.

Required documentation includes a) Notification to Parent regarding students eligibility for waiver b) Parent's written request for a waiver c) Documentation of passing score with the use of a modification d) Documentation of the disability which required the modification e) IEP authorizing use of the modification and f) Transcript identifying current academic progress.

Recommendation: Approve

Budget Considerations: None

Funding Source:

Budgeted: Yes: ☐ No: ☐

Amount: \$

Prepared By: Denise Banghart-Bragg, Program Director, Special Services

Superintendent's Signature:

Dorm Bosh

PAJARO VALLEY UNIFIED SCHOOL DISTRICT

**Parent/Guardian Request for Waiver of the High School Exit Examination
Requirement for Students with Disabilities**

Date: 5/22/2012

To The Parent/Guardian of:

All California public school students, including students with disabilities, are required to pass the California High School Exit Examination (CAHSEE) to receive a high school diploma.

This letter is to inform you that your child took one or more subject matter parts of the CAHSEE with a modification prescribed in his/her current individualized education program (IEP)

At your written request, The PVUSD Board of Education may waive the requirement to successfully pass one or both subject matter parts of the CAHSEE in order to receive a diploma. You may submit this request by completing the information below and returning this form to the principal of your child's high school

Signature of Principal

5-4-12

I request that my child _____ with a modification and earned the equivalent of a passing score one or more parts of the CAHSEE, be granted a waiver of this California graduation requirement.

I understand that, in order to receive such a waiver, state law requires that my child have all of the following:

1. An IEP that specifies the use of modification(s) on the exit examination, standardized testing, or classroom instruction and assessments.
2. Sufficient high school level coursework either satisfactorily completed or in progress in the high school level curriculum sufficient to have attained the skills and knowledge otherwise needed to pass the CAHSEE.
3. An individual score report showing that my child has received the equivalent of a passing score on the CAHSEE while using a modification that fundamentally alters what the high school examination measures as determined by the State Board of Education.

Signature of Parent:

5/23/12

FOR SITE USE ONLY

Date Received by Principal: _____

Student Identification Number _____

PAJARO VALLEY UNIFIED SCHOOL DISTRICT

Principal's Certification and Request for the Governing Board to Waive the High School Exit Examination Requirement for Students with Disabilities

Student's Name:

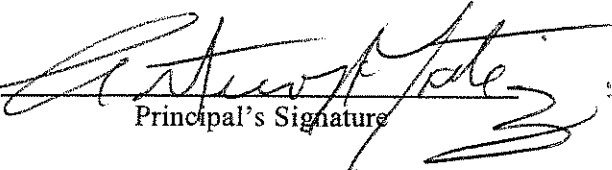
Student's ID Number:

Pursuant to Education Code 6051, the parent/guardian of _____ disabilities, has requested that the Governing Board waive the requirement that he/she successfully pass the high school exit examination in order to receive a diploma. This student has taken the high school exit examination with one or more modifications that fundamentally alter what the test measures as determined by the State Board of Education, and has achieved the equivalent of a passing score on one or both parts of the examination.

I certify that the student qualifies for a waiver because he/she satisfies all of the following conditions:

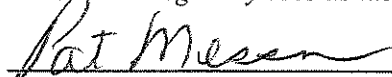
1. Has an individualized education program (IEP) adopted pursuant to the Individuals with Disabilities Education Act that specifies the use of the modification(s) on the exit examination, standardized testing, or classroom instruction and assessments.
(Attach the section of the IEP that specifies the modifications.)
 - a. Describe the nature of the student's disability as identified on the IEP (please note if this will result in overt identification of the student). _____ y area of processing weakness is Auditory Processing. On most tasks, he has difficulty processing information and requires more time to work. Delays in auditory memory also impact ability to comprehend and recall his reading.
 - b. Describe any modification used on the ☒ English/language arts or ☐ math section of the exam (separate form must be filled out for each section): Directions and test questions were read aloud to him during the test.
 - c. State the rationale for applying the modification(s) used to achieve an equivalent passing score on the CAHSEE for this student. _____ all reading skills are significantly below grade level due to his auditory processing delays. Oral reading of the directions and test items gave him the reinforcement he needed for better clarity.
 - d. Describe the modification(s) that the student regularly uses in the classroom and on other assessments. Teachers regularly read directions and test questions to he is doing his class work. as they have been provided with a profile describing needed accommodations and modifications.

2. Has sufficient high school coursework either satisfactorily completed or in progress in the high school level curriculum sufficient to have attained the skills and knowledge otherwise needed to pass the CAHSEE. (*Attach transcripts showing coursework completed.*)
3. An individual score report showing that my child has received the equivalent of a passing score on the CAHSEE while using a modification that fundamentally alters what the high school examination measures as determined by the State Board of Education. (*Attach a copy of the exit exam Student and Parent Report showing "equivalent of a passing score" in the English/language arts and/or the mathematics portion of the exam.*)

Certified by: 
Principal's Signature

5/25/12
Date

I agree that the information on this Waiver Request Sheet accurately describes the modifications that this student regularly uses as identified in the IEP.



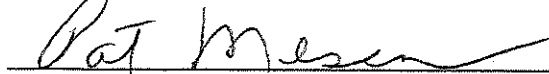
Signature of Student's Special Education Teacher

5/25/2012
Date

Patricia Messer

Print Name of Student's Special Education Teacher

I agree that the information on this Waiver Request Sheet accurately states that the coursework this student has satisfactorily completed or is in the process of completing in the high school curriculum is sufficient to have obtained the skills and knowledge otherwise to pass the California High School Exit Examination.



Signature of Student's Academic Counselor

5/25/2012
Date

Patricia Messer

Printed Name of Student's Academic Counselor



**Pajaro Valley Unified School District Special Education Local Plan Area
INDIVIDUALIZED EDUCATION PROGRAM
Supplementary & Specialized Support/Promotion & Assessment Standards**

Student _____

Date of Birth _____

IEP Meeting Date ~~02/17/12~~ 02/17/12

SUPPLEMENTARY/SPECIALIZED SUPPORT

Student requires supplementary aids and services or specialized materials/equipment as specified below.

- ☐ Supports for school personnel ☐ Specialized aids/materials/equipment (Assistive Technology)
☐ Program modifications ☒ None

Description	Responsible Personnel/Agency	Location	Frequency/Intensity	Duration	Start/End Date*
					Start:
					End:
					Start:
					End:

* If a placement or service is ending, give reason _____

PARTICIPATION IN STATE AND DISTRICT-WIDE STANDARDIZED TESTING AND ASSESSMENT

Including: Desired Results Developmental Profile (DRDP) California Standards Test (CST), CAT-6, California Modified Achievement Test (CMA), and California Alternative Performance Assessment (CAPA)

- ☐ School Readiness (Preschool Only)
☐ DRDP-R ☐ DRDP Access Adaptations/Accommodations (specify) _____
- ☒ Language Arts: (Gr. 2-11) ☐ Grade Exempt ☐ CST OR ☒ CMA (Criteria Met) (Gr. 3-11)
☐ No accommodations or modifications ☒ Accommodations (specify below) ☐ Modifications (specify below)
Accommodations: flexible setting, extra time
Modifications: _____
- ☒ Math: (Gr. 2-11) ☐ Grade Exempt ☐ CST OR ☒ CMA (Criteria Met) (Gr. 3-7; Algebra I: 7-11)
☒ CMA (Geometry, Grades 7-11) (Grades 8-11 effective 2011-2012 school year)
☐ No accommodations or modifications ☒ Accommodations (specify below) ☐ Modifications (specify below)
Accommodations: flexible setting, extra time
Modifications: _____
- ☒ Science (Gr. 5 & 8 Gr. 9-11) ☐ Grade Exempt ☒ CST OR ☐ CMA (Criteria Met) (Gr. 5, 8 & 10)
☐ No accommodations or modifications ☒ Accommodations (specify below) ☐ Modifications (specify below)
Accommodations: flexible setting, extra time
Modifications: _____
- ☒ History/Social Science* ☐ Grade Exempt ☒ CST * (Grade 8; Grade 11 for U.S. History; Grades 9 through 11 World History)
☐ No accommodations or modifications ☒ Accommodations (specify below) ☐ Modifications (specify below)
Accommodations: flexible setting, extra time
Modifications: _____
- ☒ Writing (Gr. 4 & 7 only) ☒ Grade Exempt ☐ CST OR ☐ CMA (Criteria Met) (Gr. 4 & 7 only)
☐ No accommodations or modifications ☐ Accommodations (specify below) ☐ Modifications (specify below)
Accommodations: _____
Modifications: _____
- ☐ Life Skills Curriculum: CAPA Level 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
Participation in CAT-6/CST not appropriate due to: _____
- ☒ Other State or District-Wide Assessment Accommodations/Modifications (specify) flexible setting, extra time

PROMOTION STANDARDS

- ☒ Student is working towards a diploma and will be promoted based upon district curriculum standards ☐ without accommodations or ☒ with accommodations.
☐ Student is working towards a certificate and will be promoted based upon alternative curriculum standards and/or substantial progress towards goals.

CALIFORNIA HIGH SCHOOL EXIT EXAMINATION (CAHSEE)

- ☐ No accommodations or modifications ☐ Exempt due to eligibility for participation in CAPA
☒ Modifications (specify) Calc. D & Questions read aloud ☐ Grade Exempt (below grade 10)
☒ Accommodations (specify) Extended time & flexible setting ☐ Passed both subtests of the CAHSEE



**Pajaro Valley Unified School District Special Education Local Plan Area
INDIVIDUALIZED EDUCATION PROGRAM
Specialized Instruction**

Student _____

Date of Birth _____

IEP Meeting Date 05/16/11

INSTRUCTIONAL ACCOMMODATIONS

Area of Difficulty	Accommodation	Responsible Agency/Personnel	Start Date
Other: auditory processing	Calculator, Dictate Written Work, Directions Read Aloud, Extra Time: Assignments/Tests (2.0), Preferential Seating, Provide with Notes, Shortened Assignments, Take Tests in Alternate Setting, Tests in Short Segments, Visual Models, Other: read questions aloud; check for understanding; model assigned tasks;	District of Service/ Gen. Ed. Teacher, Assistant, RS, Special Class M/M	05/16/2011
Other: aud.proc. cont'd	Other: provide grade-level written content in recorded form, where possible	District of Service/ Gen. Ed. Teacher, Assistant, RS, Special Class M/M	05/16/2011

Pajaro Valley Unified School District

er Date: 3/12/2012

duated:

ss Of: 2014

School Name/Address

Renaissance

11 Spring Valley Road

Watsonville, CA 95076

Tel: (831)728-6344

Fax: (831)728-6419

Counselor: Pat Messer

SSID:

CrsID	Course Title	Mark	Credit	Credit Summary - High School				CrsID	Course Title	Mark	Credit
Pajaro Valley High School Grd 09 12/2010				Subject Area	Req	Cmp	Def				
2410	P Algebra 1A/B	F	0.000	A English	40.00	7.50	32.50				
9270	Directed Study	A+	5.000	B Math	20.00	0.00	20.00				
1130	P English 1	F	0.000	C Biological Science	10.00	0.00	10.00				
3610	P Integrated Science I	F	0.000	D Physical Science	10.00	0.00	10.00				
5051	Intro Computers	F	0.000	E Health	5.00	0.00	5.00				
4510	N Physical Education 9	F	0.000	F Fine Arts / Foreign L	10.00	0.00	10.00				
Crs Att: 30.000 Cmp: 5.000 Total GPA: 0.667				G Physical Education	20.00	10.00	10.00				
Pajaro Valley High School Grd 09 6/2011				H Applied Arts	10.00	0.00	10.00				
2410	P Algebra 1A/B	F	0.000	I World Civilization	10.00	7.50	2.50				
9270	Directed Study	B	5.000	J US History	10.00	0.00	10.00				
1130	P English 1	C+	5.000	K Federal Government	5.00	0.00	5.00				
3910	Health	F	0.000	L Economics	5.00	0.00	5.00				
3610	P Integrated Science I	F	0.000	M Electives	45.00	10.00	35.00				
4510	N Physical Education 9	D+	5.000	N Algebra	10.00	0.00	10.00				
Crs Att: 30.000 Cmp: 15.000 Total GPA: 1.000				O Science	10.00	0.00	10.00				
Pajaro Valley High School Grd 10 12/2011				---Total Credits---							
4610	N Adv PE	B	5.000	GPA Summary							
3210	P Biology	F	0.000	Academic GPA: 1.071 Rank 0 out of							
6050	P Ceramics	F	0.000	Total GPA: 1.000 Rank 0 out of							
8120	English 2 (I)	C-	0.000	CSU GPA: 0.000							
2510	P Geometry	F	0.000	Cal Grant GPA: 1.600							
8250	World Civilization (IEP P	5.000		Testing Information							
Crs Att: 30.000 Cmp: 10.000 Total GPA: 1.000				CAHSEE_ELA-1-1							
Transfer Grd 10 6/2012				CA HSEE ELA F 2/7/2012							
3210	P Biology	F	0.000	CAHSEE_Math-1-1							
6050	Ceramics	F	0.000	CA HSEE Math F 2/8/2012							
1330	P English 3/American Lite	B	2.500								
2510	P Geometry	F	0.000								
7110	P World Civ	B	2.500								
Crs Att: 12.500 Cmp: 5.000 Total GPA: 0.000											

H = Honors A = Advanced Placement P = College Prep N = Non-Academic
One GPA is provided per semester.

Transcript is unofficial unless signed by a school official

School Officials

Signature

Date: 5/18/2012



California High School Exit Examination

See back for details

Student and Parent Report

School: 0105858 - Pajaro Valley High

District: 69799 - Pajaro Valley Unified

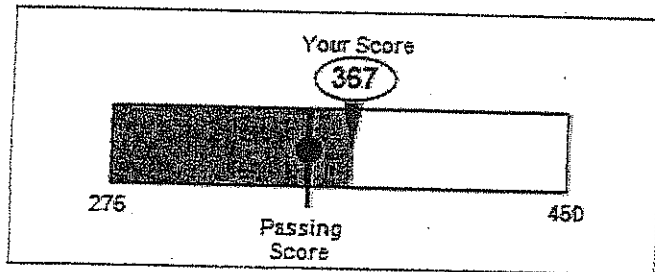
County: 44 - Santa Cruz

English-Language Arts

Test Date: 02/07/2012

Your Total Score	Score Required to Pass	Status
367	350	MODIFIED

Your student took this test using modifications as specified in his or her IEP or Section 504 plan. See "Taking the CAHSEE with Modifications" on the back of this report.



Strands for English-Language Arts

READING	Number of Questions	Number Correct
Word Analysis	7	4
Reading Comprehension	18	18
Literary Response & Analysis	20	18
WRITING		
Writing Strategies	12	5
Writing Conventions	15	10

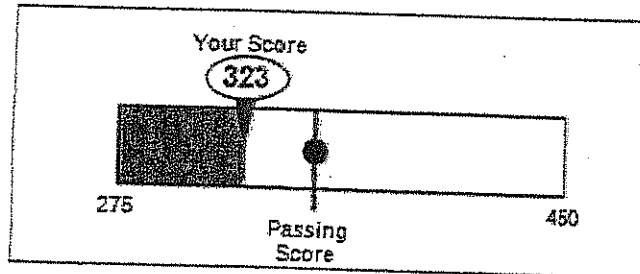
Writing Applications	Your Score
Essay	1.5

Mathematics

Test Date: 02/08/2012

Your Total Score	Score Required to Pass	Status
323	350	MODIFIED

Your student took this test using modifications as specified in his or her IEP or Section 504 plan. See "Taking the CAHSEE with Modifications" on the back of this report.



Strands for Mathematics

	Number of Questions	Number Correct
Probability & Statistics	13	3
Number Sense	17	8
Algebra & Functions	20	8
Measurement & Geometry	18	4
Algebra I	12	5

* Each student essay receives two scores that range from 1 (lowest) to 4 (highest) or non-scoreable (NS). The average of these two scores is listed above under the heading "Your Score". The Writing Applications score counts as 20% of the total English-Language Arts score.

A student must only retake the subject area examination (English-Language Arts and/or Mathematics) that was not passed.



Board Agenda Backup

Item No: 9.6

Date: March 27, 2013

Item: CAHSEE Passage Waiver
Math (PVHS 12-13-12)

Overview: Per Education Code 60851 (c) the parent/guardian of a student who has taken any section of the exam with one or more modifications and has received the equivalent of a passing score may request that his/her child receive a waiver of the requirement to successfully pass the exam. Upon receipt of such request, the principal shall submit to the Governing Board a request for a waiver.

The attached documentation as required by Education Code demonstrates that the identified special education student has earned "the equivalent of a passing score" (350 or more points) on the exit exam using modifications identified in the student's IEP.

Required documentation includes a) Notification to Parent regarding students eligibility for waiver b) Parent's written request for a waiver c) Documentation of passing score with the use of a modification d) Documentation of the disability which required the modification e) IEP authorizing use of the modification and f) Transcript identifying current academic progress.

Recommendation: Approve

Budget Considerations: None

Funding Source:

Budgeted: Yes: ☐

No: ☐

Amount: \$

Prepared By: Denise Banghart-Bragg, Program Director Special Services

Superintendent's Signature:

Dorm Bork

PAJARO VALLEY UNIFIED SCHOOL DISTRICT

Parent/Guardian Request for Waiver of the High School Exit Examination
Requirement for Students with Disabilities

Date: 03.03.13

To The Parent/Guardian of: _____

Beginning with the 2005-06 school year, all California public school students, including students with disabilities, are required to pass the California High School Exit Examination (CAHSEE) to receive a high school diploma.

This letter is to inform you that your child took one or more subject matter parts of the CAHSEE with a modification prescribed in his/her current individualized education program (IEP).

At your written request, The PVUSD Board of Education may waive the requirement to successfully pass one or both subject matter parts of the CAHSEE in order to receive a diploma. You may submit this request by completing the information below and returning this form to the principal of your child's high school.

Signature of Principal: _____

Date: 3-3-2013

I request that my child, Gabriela, who was tested with a modification and earned the equivalent of a passing score one or more part of the CAHSEE, be granted a waiver of this California graduation requirement.

I understand that in order to receive such a waiver, state law requires that my child have all of the following:

1. An IEP that specifies the use of modification(s) on the exit examination, standardized testing, or classroom instruction and assessments.
2. Sufficient high school level coursework either satisfactorily completed or a progress in the high school level curriculum sufficient to have attained the skills and knowledge otherwise needed to pass the CAHSEE.
3. An individual score report showing that my child has received the equivalent of a passing score on the CAHSEE while using a modification that fundamentally alters what the high school examination measures as determined by the State Board of Education.

Signature of Parent: _____

Date: 3/15/13

FOR SITE USE ONLY

Date Received by Principal: 3/1/2013

Student Identification Number: _____

PAJARO VALLEY UNIFIED SCHOOL DISTRICT

Principal's Certification and Request for the Governing Board to Waive the High School Exit Examination Requirement for Students with Disabilities.

Student's Name:

Student's ID Number:

Pursuant to Education Code 6051, the parent/guardian of _____, a student with disabilities, has requested that the Governing Board waive the requirement that he/she successfully pass the high school exit examination in order to receive a diploma. This student has taken the high school exit examination with one or more modifications that fundamentally alter what the test measures as determined by the State Board of Education, and has achieved the equivalent of a passing score one or both parts of the examination.

I certify that the student qualifies for a waiver because he/she satisfies all of the following conditions:

1. Has an individualized education program (IEP) adopted pursuant to the Individuals with Disabilities Education Act that specifies the use of the modification(s) on the exit examination, standardized testing, or classroom instruction and assessments.
(Attach the section of the IEP that specifies the modifications).
 - a. Describe the nature of the student's disability as identified on the IEP (please note if this will result in overt identification of the student).
 - b. Describe any modification used on the ☐ English/language arts or ☒ math section of the exam (separate form must be filled out for each section).
 - c. State the rationale for applying the modification(s) used to achieve an equivalent passing score on the CAHSEE for this student.
 - d. Describe the modification(s) that the student regularly uses in the classroom and on other assessments.

Student ID#:

1a.

Student has a specific learning disability impacting her auditory processing integration skills which impedes her performance in completing math computation and applied math problems and assignments. Tasks requiring short-term auditory memory, sequencing, and mental manipulation are difficult for . Her perceptual motor skill development is in the low-average range.

1b.

Student has the use of a calculator on math tests.

Questions were read aloud to the student in administering the CAHSEE math test.

1c.

mathematic calculation skills are within the low average range. Student delays in auditory-processing integration make it especially challenging for her to both process and accurately respond to the items on a math test.

1d.

Teachers have been provided with copies of student's IEP goals and recommended accommodations or modifications. Student has the use of a calculator as permitted on a regular basis in all classes, both on regular assignments as well as on tests.

2. Has sufficient high school coursework either satisfactorily completed or in progress in the high school level curriculum sufficient to have attained the skills and knowledge otherwise needed to pass the CAHSEE. (Attach transcripts showing coursework completed).
3. An individual score report showing that my child has received the equivalent of a passing score on the CAHSEE while using a modification that fundamentally alters what the high school examination measures as determined by the State of Board of Education. (Attach a copy of the exit exam Student and Parent Report showing "equivalent of a passing score" in the English/language arts and/or the mathematics portion of the exam.)

Certified by:

Principal's Signature

Date

I agree that the information on this Waiver Request Sheet accurately describes the modifications that this student regularly uses as identified in the IEP.

Gene Pytlewski
Signature of Student's Special Education Teacher

3/4/2013
Date

Gene Pytlewski
Print Name of Student's Special Education Teacher

I agree that the information on this Waiver Request Sheet accurately states that the coursework this student has satisfactorily completed or is in the process of completing in the high school curriculum is sufficient to have obtained the skills and knowledge otherwise to pass the California High School Exit Examination.

Ximena Ospina
Signature of Student's Academic Counselor

3/4/13

Ximena Ospina
Printed Name of Student's Academic Counselor



**Pajaro Valley Unified School District Special Education Local Plan Area
INDIVIDUALIZED EDUCATION PROGRAM
Supplementary & Specialized Support/Promotion**

Student _____

Date of Birth _____

IEP Meeting Date 03/01/13

SUPPLEMENTARY/SPECIALIZED SUPPORT

Student requires supplementary aids and services or specialized materials/equipment as specified below.

- | | |
|--|--|
| <input type="checkbox"/> Supports for school personnel | <input type="checkbox"/> Specialized aids/materials/equipment (Assistive Technology) |
| <input type="checkbox"/> Program modifications | <input checked="" type="checkbox"/> None |

Description	Responsible Agency/Personnel	Location	Frequency/Intensity	Duration	Start/End Date*
					Start:
					End:
					Start:
					End:
					Start:
					End:
					Start:
					End:
					Start:
					End:

* If a placement or service is ending, give reason _____

PROMOTION STANDARDS

- ☒ Student is working towards a diploma and will be promoted based upon district curriculum standards ☐ without accommodations or ☒ with accommodations.
- ☐ Student is working towards a certificate and will be promoted based upon alternative curriculum standards and/or substantial progress towards goals.

CALIFORNIA HIGH SCHOOL EXIT EXAMINATION (CAHSEE)

- | | |
|--|--|
| <input type="checkbox"/> No accommodations or modifications | <input type="checkbox"/> Exempt due to eligibility for participation in CAPA |
| <input checked="" type="checkbox"/> Modifications (specify) <u>calculator; questions read aloud</u> | <input type="checkbox"/> Grade Exempt (below grade 10) |
| <input checked="" type="checkbox"/> Accommodations (specify) <u>sm grp setting; extra time; dir. aloud</u> | <input type="checkbox"/> Passed both subtests of the CAHSEE |



Pajaro Valley Unified School District Special Education Local Plan Area
INDIVIDUALIZED EDUCATION PROGRAM
Assessment Standards & Functional Performance

Student _____

Date of Birth _____

IEP Meeting Date 03/01/13

PARTICIPATION IN STATE AND DISTRICT-WIDE STANDARDIZED TESTING AND ASSESSMENT

Including: Desired Results Developmental Profile (DRDP) California Standards Test (CST), California Modified Achievement Test (CMA), and California Alternative Performance Assessment (CAPA)

- ☐ School Readiness (Preschool Only)
☐ DRDP Access Adaptations/Accommodations (specify) _____
- ☒ Language Arts: (Gr. 2-11) ☐ Grade Exempt ☒ CST OR ☐ CMA (Criteria Met) (Gr. 3-11)
☐ No accommodations or modifications ☒ Accommodations (specify below) ☐ Modifications (specify below)
Accommodations: Flexible setting, extended time, directions read aloud
Modifications: _____
- ☒ Math: (Gr. 2-11) ☐ Grade Exempt ☐ CST OR ☒ CMA (Criteria Met) (Gr. 3-7; Algebra I: 7-11)
☒ Geometry: ☐ CMA (Grades 8-11) ☒ Not Required (Grade 10-11, not enrolled in Alg. & Geo.)
☐ No accommodations or modifications ☒ Accommodations (specify below) ☐ Modifications (specify below)
Accommodations: Flexible setting, extended time, directions read aloud
Modifications: _____
- ☒ Science (Gr. 5 & 8 Gr. 9-11) ☐ Grade Exempt ☒ CST OR ☐ CMA (Criteria Met) (Gr. 5, 8 & 10)
☐ No accommodations or modifications ☒ Accommodations (specify below) ☐ Modifications (specify below)
Accommodations: Flexible setting, extended time, directions read aloud
Modifications: _____
- ☒ History/Social Science* ☐ Grade Exempt ☒ CST * (Grade 8; Grade 11 for U.S. History; Grades 9 through 11 World History)
☐ No accommodations or modifications ☒ Accommodations (specify below) ☐ Modifications (specify below)
Accommodations: Flexible setting, extended time, directions read aloud
Modifications: _____
- ☒ Writing (Gr. 4 & 7 only) ☒ Grade Exempt ☐ CST OR ☐ CMA (Criteria Met) (Gr. 4 & 7 only)
☐ No accommodations or modifications ☐ Accommodations (specify below) ☐ Modifications (specify below)
Accommodations: _____
Modifications: _____
- ☐ Life Skills Curriculum: CAPA Level 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
Participation in CST/CMA not appropriate due to: _____
- ☒ Other State or District-Wide Assessment Accommodations/Modifications (specify) Flexible setting, extended time, directions read aloud

Functional Performance

- | | | | | | |
|---|-------------------------------|-------------------------------------|---|--------------------------------------|--|
| CA Standards Test English/Language Arts | <input type="checkbox"/> Adv. | <input type="checkbox"/> Proficient | <input checked="" type="checkbox"/> Basic | <input type="checkbox"/> Below Basic | <input type="checkbox"/> Far Below Basic |
| Math | <input type="checkbox"/> Adv. | <input type="checkbox"/> Proficient | <input type="checkbox"/> Basic | <input type="checkbox"/> Below Basic | <input type="checkbox"/> Far Below Basic |
| Hist./Soc. Sciences | <input type="checkbox"/> Adv. | <input type="checkbox"/> Proficient | <input checked="" type="checkbox"/> Basic | <input type="checkbox"/> Below Basic | <input type="checkbox"/> Far Below Basic |
| Science | <input type="checkbox"/> Adv. | <input type="checkbox"/> Proficient | <input checked="" type="checkbox"/> Basic | <input type="checkbox"/> Below Basic | <input type="checkbox"/> Far Below Basic |
| CMA English/Language Arts | <input type="checkbox"/> Adv. | <input type="checkbox"/> Proficient | <input checked="" type="checkbox"/> Basic | <input type="checkbox"/> Below Basic | <input type="checkbox"/> Far Below Basic |
| Math | <input type="checkbox"/> Adv. | <input type="checkbox"/> Proficient | <input checked="" type="checkbox"/> Basic | <input type="checkbox"/> Below Basic | <input type="checkbox"/> Far Below Basic |
| Science | <input type="checkbox"/> Adv. | <input type="checkbox"/> Proficient | <input type="checkbox"/> Basic | <input type="checkbox"/> Below Basic | <input type="checkbox"/> Far Below Basic |

CAPA English/Language Arts _____ Mathematics _____ Science _____

Other Assessment Data (e.g., curriculum assessment, other district assessment, etc.) flexible setting, extended time, directions read aloud

Hearing (02/08/13) ☒ Pass ☐ Fail ☐ Other _____ Vision (02/08/13) ☒ Pass ☐ Fail ☐ Other _____



Pajaro Valley Unified School District Special Education Local Plan Area
INDIVIDUALIZED EDUCATION PROGRAM
Specialized Instruction

Student _____

Date of Birth _____

IEP Meeting Date 03/01/13

INSTRUCTIONAL ACCOMMODATIONS

Area of Difficulty	Accommodation	Responsible Agency/Personnel	Start Date
Auditory Processing	Calculator, Directions Read Aloud, Extra Time: Assignments/Tests (2.0), Provide model of assigned tasks; Questions read aloud; use notes on test; Preferential Seating, Shortened Assignments, Take Tests in Alternate Setting	District of Service, Assistant, Gen. Ed. Teacher, RS	03/01/13
Auditory processing	Provide long instructions in writing	District of Service, Assistant, Gen. Ed. Teacher, RS	03/01/13

Student Name

Pajaro Valley Unified School District

Date: 8/23/2010

ated:

Of: 2014

School Name/Address

Pajaro Valley High School
500 Harkins Slough
Watsonville, CA 95076

Tel: (831)728-8102 Fax: (831)728-6944

Counselor: Ospina

SSID:

CrsID	Course Title	Mark	Credit	CrsID	Course Title	Mark	Credit	CrsID	Course Title	Mark	Credit
Pajaro Valley High School Grd 09 12/2010				Pajaro Valley High School Grd 11 12/2012							
2413	P Algebra 1A/B (Support)	9T C-	5.000	9291	Basic Skills CA Exit Ex	C	5.000				
9270	Directed Study	A+	5.000	3310	P Chemistry	D-	5.000				
1130	P English 1	C	5.000	9270	Directed Study	B	5.000				
3910	Health	B	5.000	1330	P English 3: American Lit	C-	5.000				
3610	P Integrated Science I	C+	5.000	5455	Health Careers/Technolo	C-	5.000				
2976	Math B (9th)	D	5.000	7210	P US History	C	5.000				
4510	N Physical Education 9	C	5.000	Crs Att: 30.000 Cmp: 30.000 Total GPA: 2.000							
Crs Att: 35.000 Cmp: 35.000 Total GPA: 2.286											
Pajaro Valley High School Grd 09 6/2011				Credit Summary - High School							
2413	P Algebra 1A/B (Support)	9T C-	5.000	Subject Area	Req	Cmp	Def				
9270	Directed Study	A	5.000	A English	40.00	25.00	15.00				
1130	P English 1	C+	5.000	B Math	20.00	20.00					
3610	P Integrated Science I	F	0.000	C Biological Science	10.00	10.00					
5051	Intro Computers	D+	5.000	D Physical Science	10.00	10.00					
2976	Math B (9th)	C-	5.000	E Health	5.00	5.00					
4510	N Physical Education 9	C-	5.000	F Fine Arts / Foreign L	10.00	0.00	10.00				
Crs Att: 35.000 Cmp: 30.000 Total GPA: 1.857				G Physical Education	20.00	20.00					
Pajaro Valley High School Grd 10 12/2011				H Applied Arts	10.00	10.00					
4610	N Adv PE	C	5.000	I World Civilization	10.00	10.00					
3210	P Biology	RF	0.000	J US History	10.00	5.00	5.00				
9270	Directed Study	A	5.000	K Federal Government	5.00	0.00	5.00				
1230	P English 2	C	5.000	L Economics	5.00	0.00	5.00				
2510	P Geometry	RF	0.000	M Electives	45.00	30.00	15.00				
7110	P World Civ	C-	5.000	N Algebra	10.00	10.00					
Crs Att: 30.000 Cmp: 20.000 Total GPA: 2.500				O Science	10.00	5.00	5.00				
Pajaro Valley High School Grd 10 6/2012				---Total Credits---							
4610	N Adv PE	A	5.000	220.00 160.00 60.00							
3210	P Biology	D-	5.000	GPA Summary							
9270	Directed Study	A	5.000	Academic GPA:	2.241	Rank 230	out of 360				
1230	P English 2	B	5.000	Total GPA:	2.273	Rank 237	out of 360				
2510	P Geometry	C-	5.000	CSU GPA:	2.077						
7110	P World Civ	C-	5.000	Cal Grant GPA:	2.353						
Crs Att: 30.000 Cmp: 30.000											
After School Pajaro Valley High Grd 10 6/2012				Testing Information							
AS3210	P BIOLOGY - 1st sem	B-	5.000	CAHSEE ELA-1-1							
Crs Att: 5.000 Cmp: 5.000 Total GPA: 2.714				CA HSEE ELA F 11/6/2012							
Pajaro Valley High School Grd 10 7/2012				CAHSEE Math-1-1							
SS2510	P GEOMETRY- 1st Semester	C	5.000	CA HSEE Math F 11/7/2012							
SS3610	P INTEGRATED SCIENCE 1- 2 B	B	5.000								
Crs Att: 10.000 Cmp: 10.000 Total GPA: 2.500											

H = Honors A = Advanced Placement P = College Prep N = Non-Academic
One GPA is provided per semester.

Polio	9/9/1997	11/7/2000	3/27/2001	
DTB	9/9/1997	11/7/2000	3/27/2001	10/3/2001
MMR	8/10/2000	3/23/2001		
HEP B	9/9/1997	8/10/2000		
Vancella	9/9/1997	8/10/2000	11/7/2000	

Transcript is unofficial unless signed by a school official
School Officials
Signature _____

Date: 2/22/2013



California High School Exit Examination

Security Stamp
See back for details

Student and Parent Report

Student Name:

Date of Birth:

Student ID:

Grade: 11

School: 0105858 - Pajaro Valley High

District: 69799 - Pajaro Valley Unified

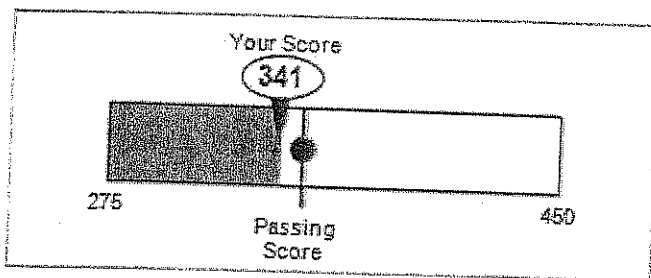
County: 44 - Santa Cruz

English-Language Arts

Test Date: 11/06/2012

Your Total Score	Score Required to Pass	Status
341	350	MODIFIED

Your student took this test using modifications as specified in his or her IEP or Section 504 plan. See "Taking the CAHSEE with Modifications" on the back of this report.



Strands for English-Language Arts

READING	Number of Questions	Number Correct
Word Analysis	7	5
Reading Comprehension	18	12
Literary Response & Analysis	20	12
WRITING		
Writing Strategies	12	5
Writing Conventions	15	7

Essay

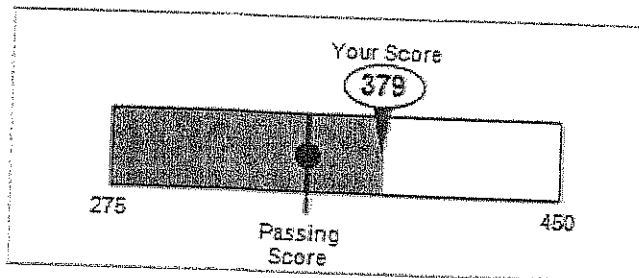
2.0

Mathematics

Test Date: 11/07/2012

Your Total Score	Score Required to Pass	Status
379	350	MODIFIED

Your student took this test using modifications as specified in his or her IEP or Section 504 plan. See "Taking the CAHSEE with Modifications" on the back of this report.



Strands for Mathematics

	Number of Questions	Number Correct
Probability & Statistics	13	10
Number Sense	17	14
Algebra & Functions	20	16
Measurement & Geometry	18	15
Algebra I	12	4

* Each student essay receives two scores that range from 1 (lowest) to 4 (highest) or non-scorable (NS). The average of these two scores is listed above under the heading "Your Score". The Writing Applications score counts as 20% of the total English-Language Arts score.

A student must only retake the subject area examination (English-Language Arts and/or Mathematics) that was not passed.

PAJARO VALLEY UNIFIED SCHOOL DISTRICT



Board Agenda Backup

Item No: 9.7

Date: March 27, 2013

Item: Trip to Kawakami for 15 Students Through the Sister City Program, May 7 – 15, 2013.

Overview: As part of the Watsonville-Kawakami Sister City program, our middle school students participate in a visit to Kawakami Junior High School, in Kawakami-mura, in Nagano-ken (prefecture). This is the eighteenth annual trip and celebrates the 25th anniversary of the sister city relationship. The 2013 trip is scheduled for May 7 – 15, from San Francisco to Tokyo. Students and chaperones are taken by chartered bus from Tokyo to Kawakami.

The following district schools are participating: E.A. Hall (3 students), Lakeview (2), Rolling Hills (2), Cesar Chavez (2), Alianza (1), and Linscott (2).

Students will be paired and stay with families in Kawakami.

District chaperones include Rick Ito, Joann Borbolla (counselor at E.A. Hall) and Teresa Martinez (RHMS parent and SSC member).

Recommendation: Approve

Budget Considerations:

Funding Source: Varies by school. sources may include fund raisers, donations, school budgets, parent clubs, partial payment by families, sister city committee

Budgeted: Yes: x No: ☐

Amount: \$ 1400 per ticket, 15 tickets

Prepared By: Murry Schekman; Robb Mayeda

Superintendent's Signature:

Dorm Bul

DATE: March 14, 2013

RE:: Sister City Middle School Student Exchange, May 7 -15, 2013

Dear Pajaro Valley Unified School District Board of Trustees:

Since 1994, Watsonville middle schools have participated in an exchange program with the City of Kawakami-mura and Kawakami Junior High School. Originally, E.A. Hall and Rolling Hills Middle School participated. When Lakeview Middle School opened, it was added to the program. Pajaro Middle School was included in the program approximately 10 years ago. Three years ago, Alianza and Linscott Charter Schools requested participation and were conditionally included (fewer student spaces and more fund raising commitments). When Cesar Chavez Middle School opened, it received the same status as the other four, non-charter, middle schools.

Kawakami Junior High School students visit Watsonville in the fall, originally in August, but now in September. Recently, fourteen Kawakami students have participated in "home stays" and school attendance each year. They are hosted by various middle school families and sometimes school staff members.

Pajaro Valley students visit Kawakami each May, usually leaving on Mother's Day weekend. Kawakami is located in the mountainous Nagano Prefecture which hosted the Winter Olympics a few years ago. Japanese history is part of the California State History and Social Studies Framework for the middle grades. While on this trip, our students learn about Japanese culture, family structure, the school system, and agriculture. Kawakami's commercial base stems from growing lettuce. This common crop was one of the reasons for the sister city formation. Recently, Kawakami has started growing strawberries too.

The PVUSD students are paired (by gender) and are placed in a home in Kawakami. The basic family structure is a mother, father, school-age children (junior high school or younger, since high schoolers go away to school), and grandparents (usually paternal). Most families are involved in farming, and the home is usually on the farm. The homes are fairly close together since five acres is considered a large family farm.

The students attend school during the week, which include academic classes, physical education, and after school club activities (the Kawakami junior high school students spend approximately 9 to 10 hours at school, with a mandatory after school activity until 6 p.m.). Besides the home stay with the Kawakami families in the middle of the week, the students usually spend one night in a resort hotel (golf country club), one night at a mountain lodge, and one night in a high-rise Tokyo hotel.

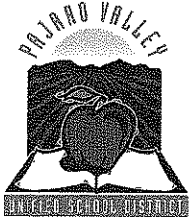
This program has been very successful. Many of the students who have participated have called the trip "a life changing experience." Siblings and families have been highly motivated to continue participation with hopes that other family and friends may participate in the future.

Sincerely,

Robb Mayeda

KWCSAssociation

PAJARO VALLEY UNIFIED SCHOOL DISTRICT



Board Agenda Backup

Item No: 9.8

Date: March 27, 2013

Item: Germany Exchange

Overview: The group that hosted German students in the Fall is going to Germany to be hosted this summer. The Exchange is 30 days in length with 3 weeks of school and 1 week of travel around the region. This year's exchange is planning to depart on June 10, 2013 and return on July 10, 2013.

All necessary required district processes and authorizations are being followed

Recommendation:

Budget Considerations:

Funding Source: Personal

Budgeted: Yes: ☐ No: ☐

Amount: \$

Prepared By: Bunny Mensinger/Tessier

Superintendent's Signature: Dorm Bat



WATSONVILLE HIGH SCHOOL

250 E. Beach Street
(831) 728-6390

Watsonville, CA. 95076
Fax (831) 761-6013

March 6, 2013

Dear Pajaro Valley Unified School District Board of Trustees:

Watsonville High School has participated in a student exchange with Germany since 1987. This exchange is a unique opportunity for our students to learn about an often misunderstood nation and to get a new perspective of the world both from their exchange partner and from their own experience in Europe. Most exchanges last less than 5 years. Our exchange has now surpassed 20 successful years!

The exchange consists of two parts: The German students and their teachers come to Watsonville to live with a WHS (or teacher) and their family. This happened in October 2012. Then the WHS students and teachers travel to Germany in June to live with the families (or teachers) they hosted in October, or families of students who have hosted in the past.

This is not a tour. This is an opportunity for our students to learn about the everyday life of a German family. Our students attend classes at the equivalent of a college prep high school with their hosts and live as a member of a German family. Families go out of their way to provide our students with a rich experience. In addition, this year students from WHS have met regularly as a group to learn the basic fundamentals of the German language, an overview of German history and the area we are staying in, and any cultural lessons students should be made aware of. WHS teacher-chaperones take the students on field trips that have included the cities of Berlin, Munster, Cologne, Munich, and many others.

The WHS -to-Germany portion of this exchange lasts 30 days. This years exchange is planning to depart on June 10th and return on July 10th 2013.

This is an educational experience and our students are expected to act as cultural ambassadors in Germany. We have selected students to participate based on their maturity, intellect and leadership qualities. All participating students are expected to adhere to PVUSD regulations for this type of activity. We are looking forward to another outstanding exchange this year.

Thank you for your time,

Bunny Mensinger/Tessier
Watsonville High School



PAJARO VALLEY UNIFIED SCHOOL DISTRICT



Board Agenda Backup

Item No: 9.9

Date: 3-14-13

Item: Ranum, Denmark + Pajaro Valley High School Student Exchange

Overview: The PVHS student group that hosted Danish students from Ranum Efteskole in January 2013 is going to Ranum, Denmark to be hosted this June. The exchange is 14 days in length with five days of school, a weekend with host families and an excursion with overnights stay in Copenhagen. The PVHS group is planning to depart on June 11, 2013 and return on July 25, 2013.

All necessary required district processes and authorizations are being followed

Recommendation:

Budget Considerations:

Funding Source: Personal

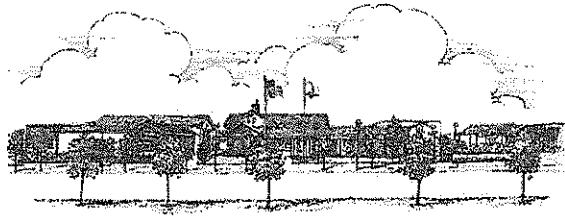
Budgeted: Yes: ☐ No: ☐

Amount: \$

Prepared By: Ron Sandidge

Superintendent's Signature:

Dorm Bob



Established in 2004

Pájaro Valley High School

Frank D. "Pancho" Rodríguez, Principal

500 Harkins Slough Road

Watsonville CA 95076

Tel. (831) 728-8102 FAX: (831) 728-6944

Dear Board of Trustees of the Pájaro Valley Unified School District:

In January 2013 Pájaro Valley High School hosted 19 students from Ranum Efterskole, Denmark for two weeks and the idea of a student exchange with this school was established. This exchange would be an opportune adventure for our students to learn about the people and culture of one of the "happiest places on Earth." Denmark is a Scandinavia nation rich in history and tradition. Our students will get a new perspective of the world both from their exchange partner and from their own experience in Europe.

The exchange consists of two parts: The Danish students and their teachers come to Watsonville to live with a PVHS student and his/her family in January. Then the PVHS students and teachers travel to Denmark in June to live with the families (or teachers) they hosted in January, or families of students who have hosted in the past.

This is not a tour. This is an opportunity for our students to learn about the everyday life of a Danish student at school and the host family over a weekend. Our students attend classes at the Ranum Efterskole, a high school, with their hosts and live as a member of a Danish family. Families go out of their way to provide our students with a rich experience. In addition, students from PVHS will have the chance to learn the basic fundamentals of the Danish language and history. PVHS students and their chaperones will be treated to field trips that have planned by the Ranum Efterskole staff to the cities of Aalborg and Copenhagen.

The PVHS -to-Denmark portion of this exchange lasts 14 days. This year's exchange is planning to depart on June 11 and return on June 25, 2013.

This is an educational experience and our students are expected to act as cultural ambassadors in Denmark. We have selected students to participate based on their maturity, intellect and leadership qualities. All participating students are expected to adhere to PVUSD regulations for this type of activity. We are looking forward to a wonderful exchange this year.

Ron Sandidge
Exchange Coordinator

Julie Guillen
Chaperon

Frank D. "Pancho" Rodriguez
Principal



PAJARO VALLEY UNIFIED SCHOOL DISTRICT



Board Agenda Backup

Item No: 9.10

Date: March 27, 2013

Item: Local Education Agency (LEA) Plan Update

Overview: Each year the PVUSD Local Education Agency (LEA) Plan is updated. The LEA Plan is organized around five Federal Performance Goals. Attached is the LEA Plan for the 2013-14 school year. It includes updated budget figures, demographics and alignment of our improvement efforts with the new Common Core State Standards.

Recommendation: It is recommended that the Board approve the updated LEA Plan.

Budget Considerations: N/A

Funding Source:

Budgeted: Yes: ☐ No: ☐

Amount:

Prepared By: Susan Pérez, Director, Educational and English Learner Services

Superintendent's Signature:

Dawn Bost

Elementary and Secondary Education Act/No Child Left Behind Act of 2001

LOCAL EDUCATIONAL AGENCY (LEA) PLAN

Please submit your completed revised LEA Plan by e-mail to LEAP@cde.ca.gov **no later than April 19, 2010**. Please indicate in the subject line of the e-mail: 1) the name of your LEA; 2) the Program Improvement Year; and 3) the name of the document attached (e.g., ZZZ Unified School District; PI Year 3; Revised LEA Plan).

LEA Plan Information:

Name of LEA: Pajaro Valley Unified School District

County/District Code: 44-69799

Dates of Plan Duration (should be up to three years): March 2013- March 2014

Date of Local Governing Board Approval: March 27, 2013

District Superintendent: Dorma Baker, Superintendent

Address: 294 Green Valley Road

City: Watsonville

State: CA

Zip: 95076

Phone: (831) 786-2100 Ext. 2135

Fax: (831) 761-6010

Certification: *I hereby certify that all of the applicable state and federal rules and regulations will be observed by this LEA and that, to the best of my knowledge, information contained in this Plan is correct and complete. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained onsite. I certify that we accept all general and program specific assurances for Titles I, II, and/or III as appropriate, except for those for which a waiver has been obtained. A copy of all waivers will remain on file. I certify that actual ink signatures for this LEA Plan/Plan Addendum/Action Plan are on file, including signatures of any required external providers, i.e., district assistance and intervention team and/or Title III regional lead.*

LEA Plan

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FEDERAL AND STATE PROGRAMS CHECKLIST

Check (√) all applicable programs operated by the LEA. In the “other” category, list any additional programs that are reflected in this Plan.

Federal Programs		State Programs	
√	Title I, Part A		EIA – State Compensatory Education
√	Title I, Part B, Even-Start SIG Grant	√	EIA – Limited English Proficient
√	Title I, Part C, Migrant Education		State Migrant Education
	Title I, Part D, Neglected/Delinquent	√	School Improvement
√	Title II, Part A, Subpart 2, Improving Teacher Quality	√	Child Development Programs
	Title II, Part D, Enhancing Education Through Technology		Educational Equity
√	Title III, Limited English Proficient		Gifted and Talented Education
	Title III, Immigrants SIG QEIA		Gifted and Talented Education
	Title IV, Part A, Safe and Drug-Free Schools and Communities	√	Tobacco Use Prevention Education (Prop 99)
	Title V, Part A, Innovative Programs – Parental Choice		Immediate Intervention/ Under performing Schools Program
√	Adult Education, WIA Title II		School Safety and Violence Prevention Act (AB1113, AB 658)
√	Career Technical Education		Healthy Start
	McKinney-Vento Homeless Education		Dropout Prevention and Recovery Act: School Based Pupil Motivation and Maintenance Program (SB 65)
√	IDEA, Special Education	√	Other: Quality Education Investment Act (QEIA)
√	21 st Century Community Learning Centers	√	Other: ASES (After School Program)
	Other:		Other:
√	Other: MAA Funding	√	Other: Lottery
√	Other: LEA Funding	√	Other: Adults In Correctional Facilities
√	Other: Child Development Programs	√	Other: Transportation

√	Other: Special Ed Dept. Of Rehab: Workability II, Transition Partnership	√	Other: Special Ed, Project Workability
	Other: Title I Program Improvement & School Choice	√	Other: Agricultural Vocational Education
	Other: ARRA Title I, Part A	√	Other: Echo Teachers Partnership
	Other: ARRA McKinney-Vento Homeless Children	√	Other: Engineering Partnership
	Other: ARRA State Fiscal Stabilization Funds	√	Other: Mosaic Arts Partnership
	Other: ARRA Child Nutrition Equipment Assistance	√	Other: Video Partnership
	Other: ARRA Childcare and Development Block Grant, Quality Repair and Renovation	√	Other: Business Partnership Academy
	Other: ARRA IDEA Part B, Sec 611 Preschool Local Entitlement	√	Other: Health Careers Academy
	Other: ARRA IDEA Part B, Sec 619 Preschool Grants	√	Other: Environmental Science & Natural Resources Partnership
	Other: ARRA IDEA Part B, Sec 611 Basic Local Assistance	√	Other: Special Ed, Infant Discretionary
	Other: ARRA Spec Ed Dept Of Rehab: Workability II, Transition Partnership	√	Other: Special Ed, Low Incidence Entitlement
√	Other: Head Start	√	Other: Special Ed, Staff Development Grant
	Other: TODOS Grant	√	Other: Special Ed Infant
	Other (describe):	√	Other: Special Ed Regular Entitlement
	Other (describe):		Other: CAL-Safe
	Other (describe):		Other: HPSG:
	Other (describe):		Other:
	Other (describe):		Other: Adult Education
	Other (describe):		Other (describe):
	Other (describe):		Other (describe):

DISTRICT BUDGET FOR FEDERAL PROGRAMS

Please complete the following table with information for your district.

Programs	Prior Year District Carryovers 11-12	Current Year District Entitlements	Current Year Direct Services to Students at School Sites (\$)	Current Year Direct Services to Students at School Sites (%)
Title I, Part A	600,139	5,031,509	4,926,810	87%
Title I, Part B, Even Start SIG Grant	1,402,893	4,893,554	6,024,384	96%
Title I, Part C, Migrant Education	650,637	4,302,254	4,521,591	91%
Title I, Part D, Neglected/Delinquent	0	0	0	0
Title II Part A, Subpart 2, Improving Teacher Quality	251,161	890,988	1,008,641	88%
Title II, Part D, Enhancing Education Through Technology	0	0	0	0%
Title III, Limited English Proficient	113,635	982,706	1,074,844	98%
Title III, Immigrants SIG QEIA	0	0	0	0%
Title IV, Part A, Safe and Drug-free Schools and Communities	0	0	0	0
Title V, Part A, Innovative Programs – Parental Choice	0	0	0	0
Adult Education WIA Funds	0	141,647	134,565	95%
Career Technical Education	0	173,163	168,824	97%
McKinney-Vento Homeless Education	0	0	0	0%
IDEA, Special Education	0	3,129,350	3,129,350	100%
21 st Century Community Learning Centers	599,356	3,034,375	3,088,672	85%
Other: MAA Funding	0	346,176	306,357	89%
Other:				

Other: LEA Funding	931,770	313,307	928,290	75%
Other: Child Development Programs	0	535,602	455,262	85%
Other: Special Ed, Dept Of Rehab: Workability II, Transition Partnership	0	230,203	212,520	92%
Other: Title I Program Improvement & School Choice	0	0	0	0%
Other: ARRA Title I, Part A	0	0	0	0%
Other: ARRA McKinney-Vento Homeless Children	0	0	0	0%
Other: ARRA State Fiscal Stabilization Funds	0	0	0	0%
Other: ARRA Child Nutrition Equipment Assistance	0	0	0	0%
Other: ARRA Childcare and Development Block Grant, Quality Repair and Renovation	0	0	0	0%
Other: ARRA IDEA Part B, Sec 611 Preschool Local Entitlement	0	0	0	0%
Other: ARRA IDEA Part B, Sec 619 Preschool Grant	0	0	0	0%
Other: ARRA IDEA Part B, Sec 611 Basic Local Assistance	0	0	0	0%
Other: Head Start	0	6,358,438	5,404,672	85%
Other: Safe Schools/Healthy Students	0	0	0	0%
Other: TODOS Grant	0	0	0	0%
TOTAL	4,549,591	30,333,272	31,384,782	90%

DISTRICT BUDGET FOR STATE PROGRAMS

Please complete the following table with information for your district.

Categories	Prior Year District Carryovers	Current Year District Entitlements	Current Year Direct Services to Students at School Sites (\$)	Current Year Direct Services to Students at School Sites (%)
EIA – State Compensatory Education	0	0	0	0
EIA – Limited English Proficient	3,651,095	4,874,138	7,246,448	85%
State Migrant Education	0	0	0	0%
School and Library Improvement Block Grant	0	0	0	0%
Child Development Programs	0	2,543,553	2,162,020	85%
Educational Equity	0	0	0	0%
Gifted and Talented Education	0	0	0	0%
Tobacco Use Prevention Education – (Prop. 99)	129,550	0	110,118	85%
High Priority Schools Grant Program (HPSGP)	0	0	0	0%
School Safety and Violence Prevention Act (AB 1113)	0	0	0	0%
Healthy Start	0	0	0	0%
Dropout Prevention and Recovery Act: School-based Pupil Motivation and Maintenance Program (SB 65)	0	0	0	0%
Other: Quality Education Investment Act (QEIA)	1,135,587	2,234,300	3,216,161	95%
Other: ASES (After School Program)	0	4,396,564	3,737,079	85%
Other: English Language Acquisition Program (ELAP)	0	0	0	0%
Other: Lottery	2,418,676	2,965,768	4,249,795	79%

Other: Adults in Correctional Facilities	0	51,109	49,828	97%
Other: Transportation	0	2,572,820	2,186,897	85%
Other: Special Ed, Project Workability	0	226,058	218,580	96%
Other: Agricultural Vocational Ed		7,482	7,295	97%
Other: Echo Teachers Partnership	15,777	58,725	72,635	97%
Other: Engineering Partnership	37,692	58,725	94,001	97%
Other: Mosaic Arts Partnership	17,603	58,725	74,416	97%
Other: Video Partnership	43,555	72,900	113,537	97%
Other: Business Partnership Academy	67,122	72,900	136,115	97%
Other: Health Careers Academy	29,539	72,900	99,872	97%
Other: Environmental Science & Natural Resources Partnership	29,539	58,725	86,052	97%
Other: Special Ed, Infant Discretionary	0	6,445	6,284	97%
Other: Special Ed, Low Incidence Entitlement	0	10,349	10,090	97%
Other: Special Ed, Staff Development Grant	4,324	11,958	15,874	97%
Other: Special Ed-Infant	0	526,002	476,705	91%
Other: Special Ed Regular Entitlement	0	10,329,467	8,780,047	85%
Other: CAL Safe	0	0	0	0%

Other: HPSG: SAIT Corrective Action	0	0	0	0
Other: California Peer Assistance & Review Program for Teachers	0	0	0	0
Other: Adult Education				
Other:				
Other:				
Other:				
Other:				
Other:				
Other:				
Other:				
Other:				
Other:				
Other:				
TOTAL	4,290,059	31,209,613	33,149,849	93%

District Profile

In the space below, please provide a brief narrative description of your district. Include your district's vision/mission statement and any additional information about the make-up of your district, including grade levels and demographics of students served, in order to provide background and a rationale for the descriptions included in the LEA Plan.

The Pajaro Unified School District (PVUSD) serves students living in an area from northern Monterey County to the town of Aptos in Santa Cruz County. The District serves a K-12 student population of almost 20,000 students. Presently the District operates 16 elementary schools, 5 middle schools, 1 junior high, 3 comprehensive high schools, 1 continuation school, 1 community day school, 5 charter schools and an adult education program.

The district has a total enrollment of 19,923 students based on the 2011-2012 CBEDS data. The district has a total enrollment of 19,923 students based on the 2011-2012 CBEDS data. The demographic data includes 17.1% White; .5% African-American; 79.8% Hispanic or Latino; .9% Filipino; .9% Asian; and .8% Other.

Based on the 2011-2012 demographic data approximately 71% of our students were classified as Economically Disadvantaged and 68.5% were classified as English Learners. The CELDT data from 2011-2012 shows that 8,316 students were tested and 5% scored at the Advanced Level, 28% at the Early Advanced level, 38% at the Intermediate level, 17% at the Early Intermediate level, and 11% at the Beginning level. The district did make the target for AMAO 1, but not for 2 or 3 in 2011-2012.

In 2011-2012 43% of the schools in PVUSD met or exceeded their API target, and 6.67% of the schools met their AYP targets. The district did not meet their AYP targets.

Table 1

Ethnic Distribution of students
Pajaro Valley Unified Compared to County and State
2011-2012 CBEDS

	Hispanic		White		Other	
PVUSD	15,908	79.8%	3,407	17.1%	608	3%
Santa Cruz Co.	21,356	54.2%	14,981	38%	2,997	7.6%
California	3,236,942	52%	1,626,507	26.1%	1,357,544	21.8%

Table 2

English Language Learners
Pajaro Valley Unified Compared to County and State
Language Group Data
2011-2012 CBEDS & Language Census Data

	Enrollment	English Language Learners*	
PVUSD	19,923	9,036	45.3%
Santa Cruz Co.	39,334	11,204	28.4%
California	6,220,993	1,387,665	22.3%

* English Language Learners numbers and percentages includes students who have been designated as fully English proficient and are not native English speakers.

PVUSD is governed by a 7-member Board of Trustees elected for 4-year terms. The Board encourages public participation in all aspects of the school systems operation. The district employs over 1,100 certificated instructional personnel, with over 900 classified support staff members and a management team of approximately 100 certificated and classified employees.

The District has comprehensive, coordinated programs, which offer a broad spectrum of academic and educational services, including bilingual education, special education, gifted and talented education, computer-assisted education and other specialized programs.

At the beginning of the 2008-2009 school year, the District superintendent assembled the Accountability Design Team (ADT). The ADT task was to develop the Comprehensive Accountability Framework (CAF) in the district in response to State mandates to improve student achievement. The ADT was comprised of 38 members representing an array of stakeholders from Pajaro Valley Unified School District (PVUSD) including parents, teachers, members of the Board of Trustees, site, and district office administrators.

PVUSD is committed to continuous improvement in student achievement. Therefore, the ADT developed the Comprehensive Accountability Framework (CAF) to define and ensure progress in meeting district and site-based goals. The foundation of this framework is the belief that accountability for student learning is the responsibility of all the stakeholders in the District and leadership is shared by students, parents, staff, the Board of Trustees, and the community. All stakeholders have a common interest in high student achievement and benefit from quality PVUSD schools and the services they provide to children of the community. The CAF encourages and provides opportunities for all stakeholders to be actively engaged in continuously improving student achievement.

The purpose of the CAF is to clarify and focus the district-wide work and resources that best benefit our students and their educational goals. The work of the ADT supports, reinforces and validates the district vision, and puts forth procedures to carry out the district's mission and goals:

PVUSD Mission Statement

Our mission is to educate and support learners in reaching their highest potential. We prepare students to pursue successful futures and to make positive contributions to the community and global society.

PVUSD Goals

The CAF provides a structure that will guide PVUSD in meeting the following PVUSD goals:

Following are the PVUSD goals:

1. *PVUSD will provide academic challenges for all students and will support and maintain programs that are successful and help build new opportunities so we keep all students engaged in their learning.*

2. *PVUSD will provide a consistent and strategic program to achieve the goal of English acquisition.*
3. *PVUSD will ensure that all schools provide a safe, healthy, and positive school environment for students and staff.*
4. *PVUSD will attract, hire, develop and retain an excellent professional staff throughout the district.*
5. *PVUSD will engage and sustain the trust, involvement, and responsibility of all parents and community to promote collaborative programs which result in high levels of success for all students.*
6. *PVUSD will maintain a balanced budget while effectively maximizing all resources to fulfill educational priorities.*

The CAF will assist in ensuring PVUSD's commitment to continuous improvement where outstanding teaching and learning are demonstrated, supported, and celebrated. This framework will serve as a constructive tool to focus policy, leadership initiatives, and specific strategies on continuous improvement. The CAF includes both the *District-Wide Performance Indicators* and the *School Site and District Department Performance Indicators* that put the District's goals into measurable terms. This framework provides a plan for analyzing relevant assessment data and other pertinent information with the ultimate goal of improving academic achievement for all students. Furthermore, this framework establishes the plan for communication among students, parents, staff, Board of Trustees, and the community. In addition, the CAF guides the development and implementation of research-based educational initiatives that are most effective in PVUSD schools. This information provides a foundation for individual school and district department improvement plans.

The CAF creates a transparent system for reciprocal accountability that is student-centered, educator-generated, and data-driven. The system goes beyond test scores as the sole measure of student achievement. Multiple indicators will be considered and analyzed when monitoring progress toward meeting district goals. The CAF provides three levels of indicators from which to gauge progress toward meeting the district-wide goals:

- **District-Wide Performance Indicators** provide evidence of progress toward achieving district-wide goals through a variety of quantitative performance data. This will provide the focus for writing school site and district department improvement plans
- **School Site and District Department Performance Indicators** measure performance and provide evidence of progress toward meeting school site and district department goals. These measurements come from a variety of quantitative sources
- **Reflections and Next Steps** provide a qualitative narrative focused on the impact of school site and district department efforts made toward continuous improvement. *Reflections and Next Steps* is included in improvement plans, providing a context for that improvement often not apparent in quantitative data. This narrative gives insights into the programs, projects, and strategies implemented toward meeting goals and objectives and provides next steps toward continuous improvement

PVUSD is mandated to perform as specified by federal, state and local guidelines, laws, policies, and procedures. Governing these are federal, state, local laws, and Board of Trustees' policies and procedures. The results of federal and state performance assessments such as, Annual Yearly Progress

(AYP) and Annual Performance Indicators (API) as well as profiles such as the School Accountability Report Card (SARC) serve as indicators for the progress of the District. The CAF is aligned to support these performance standards and focuses the District's efforts on continuous improvement and student achievement.

Local Measures of Student Performance

(other than State-level assessments)

Per NCLB Section 1112 regarding Local Educational Agency Plans, each LEA must provide the following descriptions in its Plan:

A description of high-quality student academic assessments, *if any*, that are in addition to the academic assessments described in the State Plan under section 1111(b) (3), that the local educational agency and schools served under this part will use to:

- a) Determine the success of students in meeting the State student academic achievement standards and provide information to teachers, parents, and students on the progress being made toward meeting student academic achievement standards;
- b) Assist in diagnosis, teaching, and learning in the classroom in ways that best enable low-achieving students to meet State student achievement academic standards and do well in the local curriculum;
- c) Determine what revisions are needed to projects under this part so that such children meet the State student academic achievement standards; and
- d) Identify effectively students who may be at risk for reading failure or who are having difficulty reading, through the use of screening, diagnostic, and classroom-based instructional reading assessments.

If the LEA uses such assessments in addition to State Academic assessments, please provide a succinct description below, and indicate grade levels and students served with such assessments.

Also, please describe any other indicators that will be used in addition to the academic indicators described in Section 1111 for the uses described in that Section.

The Pajaro Valley Unified School District (PVUSD) has developed an assessment program aligned to California State Content Standards in mathematics and English-language arts. The assessment program is designed to inform teachers about the instructional program and to inform students about their academic achievement.

PVUSD uses common benchmark assessments for two content areas: mathematics and English-language arts. The mathematics benchmarks are administered four times each year in grades 2-7, pre-Algebra, Algebra One, Geometry, and Algebra Two. In English-language arts, common benchmarks are administered in grades 1-12. The Educational and English Learner Services Department continues to work with teachers and site administrators in identifying power standards, and creating pacing guides and common benchmark assessments for social studies and science in grades 6-12.

State-level summative assessments, local benchmark and other formative assessment data is stored in DataDirector, the district's assessment database. The program provides access to pre-built and custom reports which be generated and used by teachers and administration to analyze results globally (by district or site) and individually (by teacher or student). Sites can disaggregate results by any number of demographic filters (e.g., grade level, gender, language fluency, and program participation).

Performance Goal 1: All students will reach high standards, at a minimum, attaining proficiency or better in reading and mathematics, by 2013-14.

Planned Improvement in Student Performance in Reading

(Summarize information from district-operated programs and approved school-level plans)

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
1. Alignment of instruction with content standards:				
a) Implement Common Core State Standards	a) District Curriculum Committee, Training presentations to district instructional leaders and teachers, SBC Professional Development, LA/ELD Coordinator /Ongoing	Supplemental pay Substitutes	\$ 20,000	Title I
b) Revise and Implement District Benchmarks, District Assessment Guides, District Pacing Guides to align with CCSS	b) Teachers, LA/ELD Coordinator, LA/ELD TOSA, Assessment & Accountability Coordinator/	Salary Costs Translations	\$175,000	Title I Title III
c) Utilize District Content Coaches				
d) Create and Implement Writing Performance Tasks K - 12	c) Three TOSA's supporting site teachers in all subject areas, including ELD/Ongoing	Salary Costs	\$270,000	Title I Title III
	d) Ongoing meetings with teachers, AC, ELS's, LA/ELD Coordinator / 4 – 5 times/year	Substitute Costs	\$ 20,000	Title I
2. Use of standards-aligned instructional materials and strategies:				
a) Continue to implement Renaissance Learning (Accelerated Reader, STAR Early Literacy, STAR Reading, STAR Spanish) to support student independent reading	a) Students use on a daily basis/ On-site support 3-4 times/year from Renaissance Learning and ACs, ELSs, LMTs, LA/ELD Coordinator, Principals attend AR	Previous contract		

<p>b) Support Response to Instruction (Targeted homogenous instruction during LA block across grade level)</p> <p>c) Provide Training and Support for Inside and Edge Secondary ELD Implementation</p> <p>d) Continued support for Systematic English Language Development for Elementary</p>	<p>Round Table/3x per year</p> <p>b) 9 Elementary School sites with outside consultant/ 4/times year</p> <p>c) District TOSA supports ELD teachers and ELs in secondary schools/ <i>Ongoing</i></p> <p>d) District TOSA supports teachers on site with implementation for continued support/ <i>Ongoing</i></p>	<p>RTI Consultant</p> <p>None</p> <p>None</p>	<p>\$162,000</p>	<p>Title I</p>
<p>3. Extended learning time:</p> <p>a) Small group instruction</p> <p>b) Read 180 and System 44 instruction</p>	<p>a) Various sites offer a second block of ELA time devoted to small group instruction./ <i>Ongoing</i>.</p> <p>b) Special Education teachers are using Read 180 and/or System 44/<i>Ongoing</i>.</p>	<p>Site supported</p> <p>Site License upgrades</p>	<p>\$50,000</p> <p>Special Ed.</p>	

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>4. Increased access to technology:</p> <p>a) Continue to Support Renaissance Learning</p> <p>b) Support Read 180 and System 44</p> <p>c) Continue use of Lexia & Achieve 3000 (Kid Biz)</p> <p>d) Collaborative Planning with Technology Department</p>	<p>a) All elementary and middle and two high schools use Accelerated Reader on a daily basis/ <i>Ongoing</i></p> <p>b) Both programs have a strong technological component to the daily lessons/ <i>Ongoing</i></p> <p>c) Used at school sites to support reading instruction/ <i>Ongoing</i></p> <p>d) Monthly meeting to provide updates regarding technology directed by Director of Ed. and Educational Services/ <i>Ongoing</i></p>	Previously purchased licenses for all software listed in this section		
<p>5. Staff development and professional collaboration aligned with standards-based instructional materials:</p> <p>a) LA Curriculum Committee (CCSS, Benchmark/Writing Performance Task review and input</p> <p>b) Renaissance Learning</p>	<p>a) 4-5 full-day meetings held – each school year with reps. from every school and grade level, including special ed., migrant ed., and adult ed., LA/ELD Coordinator /<i>Ongoing</i></p> <p>b) Trainer of Trainer training</p>	See 1(a) See 2 (a)		

<p>c) Systematic English Language Development</p> <p>d) Site Academic Assessment and Accountability Coordinators</p> <p>e) English Learner Specialists</p> <p>f) Data Director</p> <p>g) Data Teams</p>	and coaching for ACs, ELSs and LMTs, LA/ELD Coordinator, / <i>Ongoing</i>			Title III
	c) Use of district and outside trainers / <i>Ongoing</i>	Training materials, trainers, substitutes	\$20,000	
	d) Monthly training directed by Director of Educational and English Language Services, Support from LA/ELD Coordinator/ <i>Ongoing</i>	None		
	e) Monthly training directed by Director of Ed. and EL Services, LA/ELD Coordinator, District Coaches/ <i>Ongoing</i>	None		
	f) Site-based teacher training provided by site administrators. District training provided for site administrators, Assessment & Accountability Coordinator and LA/ELD Coordinator/ <i>Ongoing</i>	None		
	g) Ongoing support for data team leads, site and district administrators/ <i>Ongoing</i>	Outside consultants	\$20,000	Title I

<p>6. Involvement of staff, parents, and community (including notification procedures, parent outreach, and interpretation of student assessment results to parents):</p> <p>a) Accelerated Reader Home Connect and STAR Reading Reports from Renaissance Learning</p> <p>b) Annual Parent Conference</p> <p>c) Data Director-Student Reports</p> <p>d) Placement Process: Articulate district protocols for transition from elementary to middle school/junior high, from middle school/junior high to high school, and high school to college or career/technical training programs</p>	<p>a) Teachers, AR Site Representative and/or administrator shares this information with parents / <i>Ongoing</i></p> <p>b) District TOSA organizes this conference held in February each year.</p> <p>c) Specific student reports generated from Data Director list all district and state level assessments. Assessment & Accountability Coordinator, LA/ELD Coordinator/<i>Ongoing</i></p> <p>d) Site Administration, Department Chairs, Guidance Counselors, ELs and District Leadership/<i>Ongoing</i></p>	<p>None</p> <p>Conference Costs</p> <p>None</p> <p>None</p>	<p>\$20,000</p>	<p>Title III Title I</p>
<p>7. Auxiliary services for students and parents (including transition from preschool, elementary, and middle school):</p> <p>a) Support for Incoming Kindergarteners: Deliver LA/ELD information to parents at the Kinder Round Up parent workshop</p> <p>b) Common Core Transition: Develop and deliver web-based information and support for parents and students to understand the changes associated with new standards' implementation.</p>	<p>a) District TOSAs, Site Administration / <i>Ongoing</i></p> <p>b) LA/ELD Coordinator, Math Coordinator and Assessment & Accountability Coordinator/<i>Ongoing</i></p>	<p>None</p> <p>None</p>		

<p>8. Monitoring program effectiveness:</p> <p>a) Data Director</p> <ul style="list-style-type: none"> i. Assemble development teams to rework existing yearly benchmarks to mirror Smarter Balanced Assessment Consortium's Common Core assessment structure and content ii. Monitor administration of assessments iii. Monitor scanning of benchmarks into Data Director iv. Provide reports to stakeholders <p>b) STAR Reading/Accelerated Reader</p> <p>c) District Leadership Summits</p>			<p>See 1(a)</p>		
			<p>a) Grade-level teacher leaders, Site Site Leadership, LA/ELD Coordinator, Assessment & Accountability Coordinator/ <i>2013-2014 school year</i></p> <p>b) Results from computerized assessments and updates on reading progress given to District Leadership, LA/ELD Coordinator oversees with site leads <i>Ongoing</i></p> <p>c) Principals provide updates of program effectiveness to district leadership/<i>yearly</i></p>	<p>Previous contract</p>	<p>None</p>

<p>9. Targeting services and programs to lowest-performing student groups:</p> <p>a) Systematic English Language Development</p> <p>b) Response to Instruction</p> <p>c) Renaissance Learning (Accelerated Reader)</p> <p>d) Data Teams</p>	<p>a) LA/ELD Coordinator, District TOSAs, grade-level teachers and site administrators/<i>Ongoing</i></p> <p>b) LA/ELD Coordinator, District TOSAs, ELSs, grade-level teachers and site administrators/<i>Ongoing</i></p> <p>c) LA/ELD Coordinator, District TOSAs, ELSs, district instructional technology staff, grade-level teachers and site administrators/<i>Ongoing</i></p> <p>d) LA/ELD Coordinator, District TOSAs, ELSs, grade-level teachers and site administrators/<i>Ongoing</i></p>	<p>Substitutes, materials</p> <p>Itemized in 1(b)</p> <p>Previous Contract</p> <p>None</p>	<p>\$20,000</p> <p>Title III</p>
<p>10. Any additional services tied to student academic needs:</p> <p>Supplemental small group instructional interventions offered to migrant students during the day.</p>	<p>11 Migrant Teachers</p>	<p>Salaries for teachers</p>	<p>\$1,098,000</p> <p>Title I Part C, Migrant Education</p>

Performance Goal 1: All students will reach high standards, at a minimum, attaining proficiency or better in reading and mathematics, by 2013-14.

Planned Improvement in Student Performance in Mathematics

(Summarize information from district-operated programs and approved school-level plans)

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
1. Alignment of instruction with content standards: <ul style="list-style-type: none"> a. Curriculum Mapping – Alignment of Power Standards, District Assessment and Pacing Guides to Common Core Standards in Grades K- Algebra II <ul style="list-style-type: none"> • Revise Power Standards • Revise District Assessment Guides • Revise Pacing Guides 	a. Grade-level teacher leaders, Math Coordinator, <i>2013-2014 School Year</i>	a. Substitute costs, supplies and materials	\$20,000	Title I
2. Use of standards-aligned instructional materials and strategies: <ul style="list-style-type: none"> a) Materials – Provide curricular resources to support instruction of Common Core Standards not aligned to particular grade levels in current adoption <ul style="list-style-type: none"> i. Review and purchase bridge materials ii. Identify curricular resources in open source repositories iii. Continue membership in the Silicon Valley Math Initiative (SVMi) to provide on-going access to performance tasks, instructional tools, and professional network meetings b) Strategies – Provide professional learning workshops for teachers and site's instructional leaders 	a) Grade-level teacher leaders, Math Coordinator, Site Administrators <i>2013-2014 School Year</i> b) Math Coordinator, Assessment, Accountability Coordinator, SVMi Mathematics Specialists, <i>2013-2014 school year</i>	None		

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<ul style="list-style-type: none"> i. Develop and deliver monthly curriculum and assessment trainings ii. Schedule SVMJ trainings at the district office iii. Create an online training center to house training content 				
3. Extended learning time:				
a) Computer-Based Instruction <ul style="list-style-type: none"> i. Continue the use of computer-based instruction as a prescriptive intervention and acceleration tool ii. Provide teacher and site academic leaders with support in program content, student achievement data interpretation, and implementation strategies 	a) Math Coordinator, district technology support staff, site's technology liaison and district instructional technology staff, 2013-14 school year	0.5 TOSA Salary Software license fees	\$ 75,000	Title I
4. Increased access to technology: <ul style="list-style-type: none"> a) Computer-based instruction <ul style="list-style-type: none"> i. Provide standards-based, economical, web-based, adaptive learning software to students throughout the district ii. Support district implementation using blended learning formats 	a) Math Coordinator, district technology support staff, site's technology liaison and district instructional technology staff, 2013-14 school year	See 3 (a)		

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
5. Staff development and professional collaboration aligned with standards-based instructional materials: a) Data Team support, Grades K- Algebra II b) Vertical and horizontal collaboration	a) Math Coordinator, grade-level teachers, and site administrators, <i>2013-14 school year</i> b) Math Coordinator, grade-level teachers, and site administrators, <i>2013-14 school year</i>	See 2 (a) & (b) None		
6. Involvement of staff, parents, and community (including notification procedures, parent outreach, and interpretation of student assessment results to parents): a) Placement Process: Articulate district protocols for transition from elementary to middle school/junior high, from middle school/junior high to high school, and high school to college or career/technical training programs	a) Site admin team, department chairs, guidance counselors, and district leadership, <i>2013-14 school year</i>	None		
7. Auxiliary services for students and parents (including transition from preschool, elementary, and middle school): a) Support for Incoming Kinders: Deliver math information to parents at the Kinder Round Up parent workshop b) Common Core Transition: Develop and deliver web-based information and support for parents and students to understand the changes associated with new standards' implementation	a) District TOSAs, <i>2013-14 school year</i> b) Math Coordinator, <i>2013-14 school year</i>	None None		

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>8. Monitoring program effectiveness:</p> <p>a) Benchmark Assessments: Grades 1 – Algebra II</p> <ul style="list-style-type: none"> i. Assemble development teams to rework existing quarterly benchmarks and practice exams to mirror Smarter Balanced Assessment Consortium's Common Core assessment structure and content ii. Monitor administration of assessments iii. Monitor scanning of benchmarks into Data Director <p>b) Computer-Based Instruction: Provide timely data analysis of student usage and achievement, showing progress toward meeting proficiency in grade-level standards. Analyze prescriptive learning progress and cumulative gains reports.</p>	<p>a) Grade-level teacher leaders, Math Coordinator, Assessment & Accountability Coordinator, <i>2013-14 school year</i></p> <p>b) Math Coordinator, site's technology liaison, and district instructional technology staff, <i>2013-14 school year</i></p>	<p>See 1 (a)</p> <p>See 3 (a)</p>		

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
9. Targeting services and programs to lowest-performing student groups: a) Data Team support, Grades K-HS Mathematics b) Vertical and horizontal collaboration c) Computer-based instruction <ol style="list-style-type: none"> Provide low-cost, web-based, adaptive learning software to students throughout the district Support district implementation using blended learning formats 	a) Math Coordinator, grade-level teachers, and site administrators, <i>2013-2014 school year</i> b) Math Coordinator, grade-level teachers, and site administrators, <i>2013-2014 school year</i> c) Math Coordinator, grade-level teachers, site administrators, site's technology liaison, and district instructional technology staff, <i>2013-2014 school year</i>	See 2 (a) & (b) None See 3 (a)		
10. Any additional services tied to student academic needs: Supplemental small group instructional interventions offered to migrant students during the school day.	11 Migrant Teachers	Salaries for teachers	\$1,098,000	Title 1 Part C, Migrant Education

Performance Goal 2: *All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.*

Planned Improvement in Programs for LEP Students and Immigrants (Title III)
(Summarize information from district-operated programs and approved school-level plans)

1. (Per Sec. 3116(b) of NCLB, this Plan must include the following:
 - a. Describe the programs and activities to be developed, implemented, and administered under the subgrant;

English Language Mainstream (ELM)

The English Language Mainstream classroom is designed for students who are either native English speakers, fluent English proficient, or have acquired reasonable fluency in English. K-12 English learner students who have been assessed on the CELDT and have found to be at “reasonable levels of fluency in English” receive daily instruction in ELD and grade-level instruction in the core content areas with ongoing attention paid to the language demands of the instruction. SDAIE strategies are used in the ELM program. Teachers who work with EL students in the ELM program possess appropriate state authorizations.

Structured English Immersion (SEI):

Instruction in the SEI program is overwhelmingly in English. This program allows the use of primary language and primary language materials (up to 30% of the time), as appropriate, to meet student needs. Core content instruction is based on state grade level standards, and teachers utilize appropriate strategies to ensure comprehensibility of instruction. Both ELD and SDAIE content courses are taught by teachers with the appropriate state authorizations. Parents are notified annually regarding student placement.

The Alternative Bilingual Education Program Options:

- **K-8 Dual Language Biliteracy Model**

Students receive instruction and support in both English and Spanish. Academic instruction provides access to the core curriculum in both languages and develops literacy in the native language while developing literacy in the second language. Students are expected to be at grade level in English by 3rd grade but no later than fifth grade.

- **Early Exit 50/50 Transitional Bilingual Model**

Students in grades K-3 receive support in both Spanish and English. Spanish reading/language arts instruction is provided in the early grades as a foundation for the development of English literacy which begins in Kindergarten. Some content instruction is provided in Spanish and transition to English is planned and purposeful. Students are expected to achieve reasonable fluency in English within 2 to 3 years.

- **Late Exit 70/30 Developmental Bilingual Model**

Students in grades K- 5 receive instruction and support in the targeted primary language and English. Academic instruction provides access to the core curriculum in both languages and develops literacy in the native language while developing literacy in the second language. Students are expected to be at grade level in English by their 3rd year and reclassify no later than fifth grade. Students are expected to meet all grade level standards and assessments.

• **Newcomer Bilingual Program Model**

Students receive instruction and support in both the primary language and English. Instruction begins at 50% in each language increasing in English during the year. Language Arts is provided in the primary language and skills are transferred to English. Some content instruction is provided in the primary language and transition to English is planned and purposeful so it occurs as rapidly as possible without sacrificing or delaying the learning of the academic core content. Students are expected to achieve reasonable fluency in English within 1 to 3 years depending on the amount of prior schooling in their native country/language.

b. Describe how the LEA will use the subgrant funds to meet all annual measurable achievement objectives described in Section 3122;

PVUSD will use Title III funds to provide the following support services to EL students:

- District Teachers on Special Assignment (TOSAs) will work with the Director of Educational and English Learner Services to identify/develop common formative assessments and benchmarks to guide ELD instruction district-wide. Support and training will be provided through the monthly English Learner Specialist and Site Academic Coordinator meetings and additional times as needed.
- Teachers on Special Assignment (TOSAs) will assist in the implementation and monitoring of the District's Master Plan for English Learners. TOSAs will provide demonstrations to schools on best instructional practices.
- With assistance from the Department of Educational and English Learner Services each site (including classroom teachers and administrators) will monitor program implementation, use data to inform program improvement decisions and improve program implementation.
- Professional development will be provided in the areas of Systematic English Language Development (elementary) and Inside/ Edge (secondary). TOSAs and administrators monitor the implementation of the skills learned during professional development to ensure the effects of the PD are systematic and consistent with the Title III Addendum and Action Plan remedies.

c. Description of how the LEA will hold elementary and secondary schools accountable.

PVUSD schools are expected to continue to meet the following State Board of Education approved AMAO's for annual ELL student growth. English Learners will meet or exceed the state Annual Measurable Academic Objectives (AMAOs) for English language acquisition, as measured by the California English Language Development Test (CELDT) and described in the Title III Addendum and Action Plan.

Year	AMAO 1 Percent Making Annual Gains on CELDT	AMAO 2 Percent at English Proficient level <i>Less than 5 years</i>	AMAO 2 Percent at English Proficient level <i>5 years or more</i>
2012-2013	57.5%	21.4%	22.8%
2013-2014	59%	47%	49%

All schools develop a School Plan that is updated annually and approved by the School Site Council and the Board of Education. The School Plans are aligned with the District's Comprehensive Accountability Framework (CAF) and contain student achievement goals and measurable benchmarks that are consistent with the CAF:

GOAL 1: Provide academic challenges for all students. Support and maintain programs that are successful and help build new opportunities so we keep all students engaged in their learning.

GOAL 2: PVUSD will provide a consistent and strategic program to achieve the goal of English acquisition.

District-Wide Performance Indicators	Data Source	Disaggregate by Subgroup	Data collected and included in improvement plan
Percentage of students scoring proficient or above in reading, writing, math, social studies, science	CST, STS, CMA, CAPA, District Benchmarks	Yes	
Percentage of students progressing one or more levels per year in reading, writing, math, social studies, science	CST, STS, CMA, CAPA	Yes	
Percentage of English learners progressing one or more levels per year	CELDT, CST (separately and together)	No	
Percentage of students attending schools 95% or more of the time	District Student Information System	Yes	
Percentage of eighth graders meeting promotion requirements	District Student Information System	Yes	
Percentage of high school students with credit on track to graduate in four years by grade level	District Student Information System	Yes	
Percentage of 10 th grade students passing CAHSEE	CAHSEE	Yes	
Percentage of students enrolled in AP classes	District Student Information System	Yes	
Percentage of students in AP classes who pass AP exams	District Student Information System	Yes	
Percentage of graduates who receive a high school diploma (Pass CAHSEE & meet grade requirements)	District Student Information System	Yes	
Percentage of graduating seniors who have been accepted to colleges and universities	CAL-PASS	Yes	
Percentage of 5 th , 7 th and 9 th graders who achieve Proficiency on the state Physical Fitness exam	BMI baseline readings (kindergarten), State test data	Yes	

All EL student information is recorded in a district database that is accessible to individual sites and teachers via the Internet. Site staff members input student information/ assessment data and download reports from this database. A thorough data analysis is completed on an annual basis when School Plans are updated. In addition, schools monitor and report on progress towards student achievement goals on a quarterly basis.

In PVUSD, the English Language Development growth of English learners is measured by annual growth on the CELDT. Academic growth in reading/language arts and math is measured on an annual basis by student performance on the California Standards Test. Curriculum embedded assessments are used to monitor student academic growth on a formative basis and to inform instruction. Use of Data Team process monitors students for modification of instruction, implementation of instructional strategies, or immediate intervention.

d. Description of how the LEA will promote parental and community participation in LEP programs.

PVUSD has a strong parent component that supports a full partnership between the home and the school. State and federal advisory committees exist at school site and the district levels. In addition, school sites, Migrant Education, Extended Learning, Adult Education, SELPA and the Categorical Programs department sponsor a variety of ongoing opportunities for parents to realize the goal of a full partnership. These opportunities include: an annual Parent conference, parent forums, Latino Family Literacy, Literatura Infantil, and specific topics on student achievement. The district employs a TOSA parent trainer to assist sites to implement the above mentioned initiatives.

Advisory Committees

All schools with at least 21 English Learners have elected English Learner Advisory Committees (ELAC). The school site ELAC selects a representative to the District English Learner Advisory Committee (DELAC). This person reports to the ELAC pertinent information disseminated at the DELAC meetings. Both ELAC and DELAC parent representatives receive materials and training appropriate to assist them in carrying out their responsibilities.

The Director of Educational Services and English Learner Services and District Teacher on Special Assignment (TOSA) oversee the functions of the DELAC to ensure that the following occur:

- That each school site is represented at monthly DELAC meetings;
- That officers are elected to serve on the DELAC: President, Vice-President, Secretary and Membership Chairperson, as detailed in the PVUSD DELAC By-laws;
- That parents receive timely information, training and guidance to adequately make decisions at the school sites concerning English Learners;
- Meetings are held seven times per year at the district office.

Parent Education Opportunities

The district and the school sites offer parent education opportunities based on identified needs. Suggested topics include the following:

- Leadership training for ELAC and DELAC committee members;
- Leadership training for School Site Council members;
- Programs available at different school sites;
- Successful instructional models and innovative programs;

- Information to all parents on district programs for ELL students; SEI, Mainstream Programs, and all alternative program models;
- Programs (i.e., GATE, Special Education) for English learners with special needs;
- Strategies for assisting children with literacy and with other homework;
- Graduation, college entrance information;
- Career awareness for students and parents;
- Understanding achievement test data for their children and their school;
- Understanding state standards and the standards-based report cards;
- Information about the educational system and advocacy for their children.

2. Description of how the LEA will provide high quality language instruction based on scientifically based research (per Sec. 3115(c).

The effectiveness of the EL programs will be determined by the increase in:

- English proficiency; and
- Academic achievement in the core academic subjects

PVUSD currently offers daily ELD, SDAIE, and/or primary language instruction in the core academic subjects in its SEI, ELM and alternative program models for the ELL students. Standards-aligned content curricula and instruction are implemented at all sites. The Data Team Process in place at all sites ensures that ongoing monitoring of student progress takes place. The Title III Addendum and Action Plan outline remedies for not meeting ELD and content accountability measures.

3. Description of the LEA will provide high quality professional development for classroom teachers, principals, administrators, and other school or community-based personnel.

In order for administrators, teachers, parents and the community to meet the needs of EL students at all proficiency levels, they must participate in a comprehensive standards-based professional development program. The District's Comprehensive Accountability Framework (CAF) sets forth both Site and District-Wide Performance Indicators regarding high quality professional development for teachers, administrators and other school or community-based personnel. The CAF requires that all professional development address the following:

- Theoretical Understanding
- Demonstrations
- Practice and Feedback
- On-the-Job Coaching

Title I and Title III funds will be used to design and implement a professional development plan that is aligned with and supporting the high quality instructional practices outlined in the CAF.

Allowable Activities	4. Upgrade program objectives and effective instruction strategies.	<u>Yes or No</u>	<p>If yes, describe: On a monthly basis, the Director of Educational and EL Services, along with department staff, meet with elementary Site Academic Coordinators and secondary English Learner Specialists. These meetings ensure district-wide articulation, consistent program implementation and coordination. These meetings focus on:</p> <ul style="list-style-type: none"> • Effective support strategies for EL students • The pedagogy of coaching and modeling lessons • Use of data to inform instruction
		Description of how the LEA is meeting or plans to meet this requirement.	
Allowable Activities	5. Provide – a. tutorials and academic or vocational education for LEP students; and b. intensified instruction.	<u>Yes or No</u>	<p>If yes, describe: All extended learning services are coordinated and focused to ensure maximum effectiveness. Extended learning opportunities are part of a school-wide strategy to increase the academic success of students who are at risk of failure. These interventions are designed to remedy and/or accelerate diagnosed areas of student need.</p> <p>The departments of Migrant Education and Extended Learning Programs also provide after school programs using a variety of state and federal funding.</p>
	6. Develop and implement programs that are coordinated with other relevant programs and services.	<u>Yes or No</u>	<p>If yes, describe: District-wide coordination of programs and services occurs through the following structures:</p> <ul style="list-style-type: none"> • Weekly Cabinet meetings • Monthly meetings for elementary principals, secondary principals and Leadership Team (includes all administrators) • Monthly meetings of ELSs, Site Academic Coordinators, and Department of Educational and English Learner Services

	<p>7. Improve the English proficiency and academic achievement of LEP children.</p>	<p><u>Yes or No</u></p>	<p>If yes, describe:</p> <p>In order to facilitate the timely, appropriate placement of English Learners, the district conducts centralized oversight of initial and annual CELDT testing.</p> <p>ELD programs have been purchased for middle, high schools, and elementary schools. Training and ongoing coaching is being provided at all three grade spans. Coaching is provided by the Department of Educational and English Learner Services to classroom teachers, ELS's, and administrators. All programs will continue to be monitored for consistent implementation across sites and grade levels.</p> <p>The District's Comprehensive Accountability Framework (CAF) outlines the implementation of the Data Team Process at all school sites to ensure a focus on student-centered learning and support for that learning. All PVUSD employees will be part of a Data Team. Data Teams are small grade-level or department teams that examine individual student work generated from common formative assessments. All Data Teams follow a collaborative, structured process that focuses on the effectiveness of teaching and learning for all students. Data Teams also plan how to deliver interventions and accelerate learning to meet the diverse needs of their students.</p>
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		Description of how the LEA is meeting or plans to meet this requirement.
Allowable Activities	<p>8. Provide community participation programs, family literacy services, and parent outreach and training activities to LEP children and their families –</p> <ul style="list-style-type: none"> ○ To improve English language skills of LEP children; and ○ To assist parents in helping their children to improve their academic achievement and becoming active participants in the education of their children. 	<p><u>Yes</u> or <u>No</u></p> <p>If yes, describe: The district has hired a Parent Education Trainer (TOSA) whose major responsibilities include the facilitation of the District English Learner Advisory Committee (DELAC), training of D/ELAC membership, and implementation of parent involvement projects at the district and school sites.</p> <p>District staff will continue to work with school sites to inform parents of their rights to participate in school governance organizations and to coordinate education offerings. Parents stated needs generated through ELAC and DELAC will be addressed in the parent education program.</p>
	<p>9. Improve the instruction of LEP children by providing for –</p> <ul style="list-style-type: none"> ○ The acquisition or development of educational technology or instructional materials ○ Access to, and participation in, electronic networks for materials, training, and communication; and ○ Incorporation of the above resources into curricula and programs. 	<p><u>Yes</u> or <u>No</u></p> <p>If yes, describe: The district maintains several databases to allow teachers and administrators access to information relative to the EL programs. Our Extended Learning program has provided most sites with hardware, software and training to implement computer-assisted instruction programs in reading, writing, mathematics and ELD. In addition, the <i>Rosetta Stone</i> and <i>Imagine Learning</i> software programs are being piloted at some district sites. <i>Successmaker</i> has been purchased and is in use at all elementary and middle school sites to support students struggling in mathematics.</p>
	<p>10. Other activities consistent with Title III.</p>	<p><u>Yes</u> or <u>No</u></p> <p>If yes, describe: The district has submitted and regularly monitors its Title III Addendum and Action Plan to Remedy.</p>

Plans to Notify and Involve Parents of Limited-English-Proficient Students

<p>Parents of Limited-English-Proficient students must be notified: The outreach efforts include holding and sending notice of opportunities for regular meetings for the purpose of formulating and responding to recommendations from parents.</p>	<p>Description of how the LEA is meeting or plans to meet this requirement.</p>
<p>1. LEA informs the parent/s of an LEP student of each of the following (per Sec. 3302 of NCLB):</p> <ol style="list-style-type: none"> a. the reasons for the identification of their child as LEP and in need of placement in a language instruction educational program; b. the child's level of English proficiency, how such level was assessed, and the status of the student's academic achievement; c. the method of instruction used in the program in which their child is or will be, participating, and the methods of instruction used in other available programs, including how such programs differ in content, instruction goals, and use of English and a native language in instruction; d. how the program in which their child is, or will be participating will meet the educational strengths and needs of the child; e. how such program will specifically help their child learn English, and meet age appropriate academic achievement standards for grade promotion and graduation; f. the specific exit requirements for such program, the expected rate of transition from such program into classrooms that are not tailored for limited English proficient children, and the expected rate of graduation from secondary school for such program if funds under this title are used for children in secondary schools; g. in the case of a child with a disability, how such program meets the objectives of the individualized education program of the child; 	<p>The process for enrollment and language proficiency assessment is described in the PVUSD master Plan for Services to English Learners.</p> <ul style="list-style-type: none"> • Parents take their child/ren to their neighborhood school in order to enroll. Parents fill out enrollment paperwork. • The student's English language proficiency will be assessed within a day or two of enrollment. An initial assessment of the EL's primary language is conducted as soon as possible after the completion of the English language assessment, as part of the enrollment process. Assessments are coordinated by the district's Language Assessment Resource Center (LARC). • Upon completion of testing, the parents are notified of the assessment results and are given a description of the default program placement. Parents are also provided an explanation of all available programs and alternative model options and discuss the benefits of each. Once the program and alternative model options have been explained, the parents of English Learners are informed of their right to apply for a parental exception waiver • A copy of all Parental Exception Waivers and requests, and requests to be placed in an English Language Mainstream program are kept on file at the school site. • The parent notification letter and annual Title III letter are sent home to the parents.

Required Activity

	Description of how the LEA is meeting or plans to meet this requirement.
<p>Required Activity</p>	<p>h. information pertaining to parental rights that includes written guidance detailing --</p> <ul style="list-style-type: none"> i. the right that parents have to have their child immediately removed from such program upon their request; and ii. the options that parents have to decline to enroll their child in such program or to choose another program or method of instruction, if available; iii. the LEA assists parents in selecting among various programs and methods of instruction, if more than one program or method is offered by the LEA.
<p>Note: Notifications must be provided to parents of students enrolled since the previous school year: not later than 30 days after the beginning of the schools year. If students enroll after the beginning of the school year, parents must be notified within two weeks of the child being placed in such a program.</p>	
<p>LEA Parent Notification Failure to Make Progress If the LEA fails to make progress on the annual measurable achievement objectives it will inform parents of a child identified for participation in such program, or participation in such program, of such failure not later than 30 days after such failure occurs.</p>	

Plans to Provide Services for Immigrants

IF the LEA is receiving or planning to receive Title III Immigrant funding, complete this table (per Sec. 3115(e)).		Description of how the LEA is meeting or plans to meet this requirement.	
Allowable Activities	1. Family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children:	Yes or No	If yes, describe: N/A
	2. Support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth:	Yes or No	If yes, describe: N/A
	3. Provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth;	Yes or No	If yes, describe: N/A
	4. Identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds:	Yes or No	If yes, describe: N/A
Allowable Activities			

IF the LEA is receiving or planning to receive Title III Immigrant funding, complete this table (per Sec. 3115(e)).		Description of how the LEA is meeting or plans to meet this requirement.	
Allowable Activities	5. Basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services:	Yes or No	If yes, describe: N/A
	6. Other instruction services designed to assist immigrant children and youth to achieve in elementary and secondary schools in the USA, such as programs of introduction to the educational system and civics education:	Yes or No	If yes, describe: N/A
	7. Activities coordinated with community-based organizations, institutions of higher education, private sector entities, or other entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services:	Yes or No	If yes, describe: N/A

Performance Goal 3: *By 2005-06, all students will be taught by highly qualified teachers.*

Summary of Needs and Strengths for Professional Development

Based on a needs assessment of teacher data for your district, include a narrative that describes areas of needed professional development and areas where adequate professional development opportunities exist.

[Description of activities under Title II, Part A, Subpart 1, Grants to LEA]

STRENGTHS	NEEDS
<p>The district has a culture that emphasizes the building of a learning community with paraprofessionals, certificated staff and administration. Rigorous standards for hiring and training support the increased performance of the district's students. Partnerships with local universities promote the building of the "grow your own" system. The district is also a partner with the nationally recognized UCSC New Teacher Project (SCNTP). All of the district's first and second year teachers participate in the program and receiving intensive coaching and professional development. New administrators to PVUSD receive coaching, support, and training from the New Administrator Project for their first two years as well. At this time 100% of all paraprofessionals in schools receiving Title I funds are NCLB compliant. The Human Resources Department is planning to implement a targeted, centralized recruitment plan to fill openings as early as possible once enrollment projections are established. The district goal is to ensure that its teachers are highly qualified and NCLB compliant. At the end of the 10'-11' year, it is a District goal. In addition, the district will maintain its commitment to 100% of its teachers having CLAD authorizations.</p>	<p>By November, 2012, less than 1% of the district's 1000 teachers did not meet the credentialing requirements of teachers with appropriate certification to work with ELL students; CLAD or BCLAD certification.</p> <p>The recruitment and retention of teachers continues to be a challenge in the following areas: math, science, special education, especially, speech & language, bilingual education.</p> <p>The district continues to struggle with teachers and administrators seeking employment in other districts due to the high cost of living in the immediate area. This becomes the biggest issue between the fifth and seventh years of teaching</p>

Performance Goal 3: By 2005-06, all students will be taught by highly qualified teachers.

Planned Improvements for Professional Development (Title II)
(Summarize information from district-operated programs and approved school-level plans)

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>1. How the professional development activities are aligned with the State's challenging academic content standards and student academic achievement standards, State assessments, and the curricula and programs tied to the standards:</p> <p>The SCNTP's professional development is content related, standards based and includes synthesizing student data, determining flexible groupings, lesson planning, analyzing student work, case studies, SCNTP seminar series focused on student content; i.e. how to teach ELL's and special populations effectively, formative assessment aligned with the new 2009 CSTP, work in setting standards for student behavior, how to communicate with students' families about individual progress and writing district goals/individual learning plans in specific content area. Programs to assist teachers with peer support in meeting the CSTP.</p> <p>The New Administrator Project work is aligned with the California Administrative Standards as is the administrative evaluation system developed jointly with WestEd. The district's state-wide recruitment process promotes a standardized approach to hiring and induction that aligns with state standards. Human Resources coordinator participates as a member of the SCNTP "Steering Committee" designed to ensure a match of services to teachers meet identified student needs.</p> <p>District Coordination of services and training related to recruitment, hiring, credentialing and evaluating, all within the realm of compliance under bargaining unit contract language. Activities and support of certificated staff related to the development, articulation and implementation of school community, culture, instructional programs and proper management of the organization and its resources to provide for a safe, efficient and effective learning environment for all stakeholders.</p>	<p>SCNTP</p> <p>New Administrator Project</p> <p>Teacher Assistance Program</p> <p>WestEd</p> <p>Director, Human Resources</p>	<p>\$2,500 per new teacher</p> <p>\$4,000 per new administrator</p> <p>PAR: mentoring and coaching teachers</p> <p>Training & Collaborative work w/ WestEd</p>	<p>\$157,500</p> <p>\$8,000</p> <p>\$37,000</p> <p>\$2,500</p> <p>\$85,000</p>	<p>Title II A State block funding for BTSA</p> <p>Title II A</p> <p>HR Budget</p> <p>Title II A</p> <p>Title II A</p>

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>2. How the activities will be based on a review of scientifically based research and an explanation of why the activities are expected to improve student academic achievement:</p> <p>Data is tracked to follow the number of fully credentialed teachers district-wide, including new hires, ongoing retention of teachers at Title I schools, number of teachers participating in BTSA aligned with student performance in English language arts and reading, number of new hired paraprofessionals that meet the NCLB standards. Data is collected around teachers who meet district evaluation standards which includes systematic goal setting aligned with student performance data. Data collected also includes an online survey regarding the effectiveness of the teacher evaluation system itself, as the newly adopted California Teaching Standards from 2009 are implemented.</p> <p>Data Teams are used to build collaborative environments at all sites for grade level and department analyzing of student achievement data and sharing of best practices and instructional strategies. Currently site focus with plans to collaborate at a District-wide level through staff development and training of Data Team leaders.</p>	Technology Department, Human Resources	Online evaluation survey		

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>3. How the activities will have a substantial, measurable, and positive impact on student academic achievement and how the activities will be used as part of a broader strategy to eliminate the achievement gap that separates low-income and minority students from other students:</p> <p>Beginning teachers meet weekly with New Teacher Advisors to determine areas of growth to improve practice. NTP Advisors support teachers with current resources and research regarding best practices to build a strong foundation. On-going student assessments are part of the on-going advisors focus.</p> <p>Trained administrators assisting teachers in meeting the academic needs, as identified by District and site goals derived from tracked student data as well as supporting teachers in meeting the CSTP as documented through a rigorous evaluation process.</p>	<p>NTP Advisors</p> <p>Assistant Principals</p>	<p>(listed above under new teacher support)</p>	<p>\$229,000</p>	<p>Title II A</p> <p>Title II A</p>
<p>4. How the LEA will coordinate professional development activities authorized under Title II, Part A, Subpart 2 with professional development activities provided through other Federal, State, and local programs:</p> <p>Collaborative meetings are regularly scheduled with all participating partners to coordinate services including: New Teacher Project, UCSC, EPC-Gear-Up, SCCOE, Assistant Superintendents, Human Resources, State & Federal Programs, and Curriculum and Instruction and Technology Services.</p> <p>Peer-Assistance opportunity for supporting teachers in meeting the CSTP.</p>	<p>SCNTP</p> <p>UCSC</p> <p>EPC-Gear-Up</p> <p>SCCOE</p> <p>District</p> <p>Personnel</p> <p>Teacher Assistance Program (PAR); mentioned above</p>		<p>\$37,000</p>	<p>Title IIA</p>
<p>5. The professional development activities that will be made available to teachers and principals and how the LEA will ensure that professional development (which may include teacher mentoring) needs of teachers and principals will be met:</p> <p>First and secondary year teachers participate in professional development seminars. Beginning teachers also meet with their advisors weekly.</p>	<p>SCNTP</p>			

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>New principals receive coaches through the New Administrator Project. In addition, they attend the “New Administrator Institute” as part of the project support.</p> <p>District Pre-Assistance Program available to all teachers not qualifying for new teacher support offers the support of a consulting teacher from the SCNTP.</p>	<p>SCNAP</p> <p>Human Resources</p>	<p>(listed above under new administrator support)</p>		

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>6. How the LEA will integrate funds under this subpart with funds received under part D that are used for professional development to train teachers to integrate technology into curricula and instruction to improve teaching, learning, and technology literacy:</p> <p>Beginning teachers will use technology resources both at the site and through the SB2042 approved on-line coursework. Beginning Teachers use computer programs and applications to analyze data and provide feedback to students and parents regarding student achievement. Additionally, a newly implemented student information system (SIS) has enabled daily reporting of student information, like attendance and instructional progress, so as to assist in the communication by teachers to parents/guardians. Additionally, the District supports several models of technology integration training for teachers and administrators. The "Liaison Network" is a train-the-trainer model with representation of all sites. Liaison responsibilities include offering afterschool staff development trainings so as to assist teachers in integration of both hardware and software into the instructional setting.</p> <p>Site administrators support and mentor teachers, especially new teachers to the site/District, on the hardware and software utilized so as to meet instructional goals as well as for collaboration and communication with colleagues, students, and parents.</p>	<p>Beginning teachers</p> <p>SCNTP</p> <p>Technology Department: Liaison Network</p> <p>Assistant Principals</p>		<p>\$21,600.00</p> <p>Title II D</p>	
<p>7. How students and teachers will have increased access to technology; and how ongoing sustained professional development for teachers, administrators, and school library media personnel will be provided in the effective use of technology. (Note: A minimum of 25 percent of the Title II, Part D Enhancing Education through Technology funding must be spent on professional development.):</p> <p>All district administration have received technology professional development through AB75 and the Administrator Training Program (ATP), formerly known as AB 430 training offered through the County Office of Education. Both teachers, administrators are offered on-going technology</p>	<p>Santa Cruz County Office of Education, District Technology Department &</p>	<p>ATP Training</p>	<p>\$21,600.00</p> <p>Title II D</p>	

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>professional development through courses made available through the district's technology department. In addition, each school site has a "technology liaison" to work with individual teachers. In addition, administrators and teachers have access to on-line formative and summative assessment data via "in house" developed systems.</p>	<p>Technology Liaisons</p>			
<p>8. How the LEA, teachers, paraprofessionals, principals, other relevant school personnel, and parents have collaborated in the planning of professional development activities and in the preparation of the LEA Plan:</p> <p>The SCTP is a collaborative consortium of 27 school districts, the SCCOE, UCSC, CSUMB, and SJSU. Together, beginning teacher's professional development is designed to meet BTSA and pre-intern standards. Ongoing surveys for induction solicit feedback from administrators, teachers and advisors. The development of the LEA plan has involved all groups writing and reviewing the plan as it is developed.</p>				

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>9. How the LEA will provide training to enable teachers to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Teach and address the needs of students with different learning styles, particularly students with disabilities, students with special learning needs (including students who are gifted and talented), and students with limited English proficiency; <input type="checkbox"/> Improve student behavior in the classroom and identify early and appropriate interventions to help all students learn; <input type="checkbox"/> Involve parents in their child's education; and <input type="checkbox"/> Understand and use data and assessments to improve classroom practice and student learning. <p>PVUSD is a strong and active partner in the SCNTP. We have also developed partnerships with SJSU, CSUMB and project IMPACT to build a special education intern program. Within SCNTP are courses designed to develop teaching strategies for differentiation of instruction, parent participation and systematic approaches to understanding and collection and use of data to drive instruction.</p>	<p>Project Impact Mentors</p> <p>English Language Learner Training</p>		<p>\$11,800.00</p> <p>\$15,400.00</p>	<p>Title II A</p> <p>Title II A</p>
<p>10. How the LEA will use funds under this subpart to meet the requirements of Section 1119:</p> <p>PVUSD has implemented rigorous academic assessments for paraprofessionals hired on or before Jan. *, 2002, who chose to meet the knowledge of an ability to assist in the instruction of reading, writing or math. Adult School provides additional preparatory classes. Cabrillo Junior College (Project TEACH) along with the Santa Cruz Office of Education is also an active partner in meeting the NCLB standards for paraprofessionals.</p>				

Performance Goal 4: *All students will be educated in learning environments that are safe, drug-free, and conducive to learning.*

Environments Conducive to Learning (Strengths and Needs):

Please provide a list of the LEA's strengths and needs regarding how students are supported physically, socially, emotionally, intellectually, and psychologically in environments that are conducive to learning, along with the LEA's strengths and needs regarding student barriers to learning (e.g., attendance, mobility, and behavior).

STRENGTHS	NEEDS
<p>A district wide (K-12) daily school attendance program is in place with a school attendance letter provided to each family upon enrollment into school.</p> <p>District policies are provided to each family in English and Spanish.</p> <p>Daily student attendance is supported by a comprehensive prevention and intervention system with family services for students and parents, an enforcement system using District and community agencies and an incentive program that frequently acknowledges and rewards outstanding student attendance.</p> <p>School site administrator and staff are kept informed of their students' attendance rate on a monthly basis and are provided with incentives to improve attendance each year.</p> <p>The District has developed a progressive student behavior model to preserve a positive learning environment at all schools.</p> <p>After school programs are established at the sites so that students receiving academic support while also participating in structured activities after the school day ends.</p> <p>The District's Coordinated School Health works in conjunction with a variety of community organizations to communicate regarding student health and safety.</p> <p>The District has developed a strong "0-5" Early Childhood Education (ECE), First 5, Head Start and Even Start programs.</p> <p>A District-wide student counseling program is provided at each school (K-12), facilitated by a joint-powers community agency, Pajaro Valley Prevention and Student Assistance (PVPSA).</p>	<p>On-going staff in-service at all school sites on the shared responsibility of enforcing daily student attendance for the students' stability and the fiscal stability of our schools.</p> <p>Consistency in implementing District-wide procedures regarding truancy and personnel to support the systems already in place.</p> <p>Develop support from law enforcement for District schools located in North Monterey County.</p> <p>Educate parents to understand the negative effect on their children's education when they withdraw their children from school for unsanctioned vacation time or take them to school late.</p> <p>Review combined data from surveys conducted by other departments within the District.</p> <p>Develop District support programs to assist children in their education during certain necessary interruptions in their school attendance.</p> <p>Better inform staff, parents and students of the student behavioral statistical information at a particular school site to better allocate resources to address specific problems.</p> <p>On-going parent education to support understanding gang behavior and how to prevent youth gang involvement.</p> <p>On-going campus security training. California Healthy Kids Survey (CHKS) demonstrate frequent physical intimidation of students by students.</p>

Established partnerships with County Mental Health, school psychologists, probation, law enforcement and PVPSA continue to meet to address the increased need for services.

Local law enforcement is on call to assist in providing intervention as needed at all school sites.

Annual statistical student behavior information is provided to each school's staff, and the progressive student discipline model can be continually evaluated and be redirected as needed. California Healthy Kids Survey information is disseminated to schools and community.

VALOR program implemented in partnership with PVPSA to provide support to suspended and/or expelled students and their families to achieve school re-entry.

Pilot counseling program established to target elementary students with extreme behavior issues.

District-wide parent support groups and classes sponsored by PVPSA.

Annual participation in Parent Conference by PVPSA to bring awareness and resources on attendance, discipline, gang prevention, and student health directly to families.

The Migrant Education Program will provide migrant students with supplemental academic guidance during the school day to address their special needs in a coordinated and efficient manner.

Environments Conducive to Learning (Activities):

Please list the activities or programs supported by all NCLB or state funded programs that the LEA will implement to support students physically, socially, emotionally, intellectually, and psychologically in environments that are conducive to learning. Include programs and strategies designed to address students' barriers to learning (e.g. attendance and behavior). Include a copy of the LEA's code of conduct or policy regarding student behavior expectations.

ACTIVITIES

The Student Services Department will continue to sponsor an attendance workshop for the PVUSD staff, law enforcement, probation, district attorney and judges.

The Student Services Department will continue to participate in BASTA, a multi-disciplinary meeting with Watsonville Police Department, probation, district attorney and Pajaro Valley Prevention and Student Assistance (PVPSA).

The Student Services Department will continue to sponsor School Attendance Review Board (SARB) meetings in conjunction with the Watsonville Police Department (WPD) and other community agencies.

PVPSA, in conjunction with the Student Services Department, will assist students who have been expelled from the District to comply with school requirements in order to return to a District school.

In-service will be provided to school site administrators on a regular basis so they are current on all State Education Code changes that affect student discipline and attendance.

The District Healthy Start Program, in conjunction with the school nurses and health clerks, will in-service staff as to its resources (Lice Buster Program, Health Insurance, Teen Mother Support, Students in Transition, Foster Youth, etc.).

The District Healthy Start Program, in conjunction with Pajaro Valley Prevention and Student Assistance will recruit and refer parents and families to PVPSA's parenting classes.

PVPSA will continue to provide parent training to deal with student issues of drug and alcohol use, anger management and gang prevention.

The student LINK Crew Program will continue to be provided to high school freshmen to better orient students to the high school program and resources.

Alcohol, tobacco, marijuana, and other drug curriculum is being delivered by PVPSA.

The Student Services Department will hold quarterly Law Enforcement meetings where administrators, school resource officers, and law enforcement agencies meet to discuss issues and concerns at school sites and in the community.

The District's Healthy Start Program operates three Resource Centers where children, youth and their families are able to receive a variety of support services, including medical, dental, vision, and mental health referrals. Support services for Students-in-Transition (homeless students) and Foster Youth are also provided.

School site safety assessments are conducted.

Performance Goal 4: *All students will be educated in learning environments that are safe, drug-free, and conducive to learning.*

Safe and Drug Free Schools and Communities (SDFSC) and Tobacco Use Prevention Education (TUPE)

Prevention Program Performance Indicators (4115(a)(1)(B)):

The LEA is required to establish a biennial goal for all of the performance indicators listed below. List specific performance indicators for each grade level served, and for each listed measure, as well as the date of, and results from, the baseline administration of the Healthy Kids Survey:

Alcohol, Tobacco, Other Drug Use, and Violence Prevention Performance Measures From the California Healthy Kids Survey	Most Recent Survey date: 3/20/09 Baseline Data	Biennial Goal (Performance Indicator)
The percentage of students that have ever used cigarettes will decrease biennially by:	7 th 17%	7 th 1%
The percentage of students that have used cigarettes within the past 30 days will decrease biennially by:	7 th 4% 9 th 5% 11 th 8%	7 th 1% 9 th 1% 11 th 1%
The percentage of students that have used marijuana will decrease biennially by:	7 th 18%	7 th 1%
The percentage of students that have used alcohol within the past 30 days will decrease biennially by:	7 th 18% 9 th 26% 11 th 38%	7 th 1% 9 th 2% 11 th 2%
The percentage of students that have used marijuana within the past 30 days will decrease biennially by:	7 th 13% 9 th 21% 11 th 27%	7 th 1% 9 th 2% 11 th 2%

Alcohol, Tobacco, Other Drug Use, and Violence Prevention Performance Measures From the California Healthy Kids Survey	Most Recent Survey date: 3/20/09 Baseline Data	Biennial Goal (Performance Indicator)
The percentage of students that feel very safe at school will increase biennially by:	<div>7th 16%</div> <div>9th 11%</div> <div>11th 12%</div>	<div>7th 3%</div> <div>9th 2%</div> <div>11th 1%</div>
The percentage of students that have been afraid of being beaten up during the past 12 months will decrease biennially by:	<div>7th 27%</div> <div>9th 21%</div> <div>11th 16%</div>	<div>7th 2%</div> <div>9th 2%</div> <div>11th 2%</div>
Truancy Performance Indicator		
The percentage of students who have been truant will...	1.75%	.75%

Protective Factors Performance Measures from the California Healthy Kids Survey	Most Recent Survey date: 3/1/08 Baseline Data	Biennial Goal (Performance Indicator)
The percentage of students that report high levels of caring relationships with a teacher or other adult at their school will increase biennially by:	7 th 18% 9 th 17% 11 th 26%	7 th 2% 9 th 2% 11 th 2%
The percentage of students that report high levels of high expectations from a teacher or other adult at their school will increase biennially by:	7 th 51% 9 th 37% 11 th 41%	7 th 2% 9 th 2% 11 th 2%
The percentage of students that report high levels of opportunities for meaningful participation at their school will increase biennially by:	7 th 27% 9 th 19% 11 th 22%	7 th 2% 9 th 2% 11 th 2%
The percentage of students that report high levels of connectedness at their school will increase biennially by:	7 th 62% 9 th 53% 11 th 48%	7 th 2% 9 th 2% 11 th 2%

Alcohol, Tobacco, Other Drug Use, and Violence Prevention Performance Measures From the California Healthy Kids Survey					
	Grade	3/20/2009	2010- 2011 Baseline Data	Target	Actual
The percentage of students that have ever used cigarettes will decrease biennially by:	5 th	7%	NA	NA	NA
	7 th	16%	17%	-2%	1%
The percentage of students that have used cigarettes within the past 30 days will decrease biennially by:	7 th	6%	4%	-1%	-2%
	9 th	11%	5%	-1%	-6%
	11 th	12%	8%	-1%	-4%
The percentage of students that have used marijuana will decrease biennially by:	5 th	2%	NA	NA	NA
	7 th	19%	18%	-1%	-1%
The percentage of students that have used alcohol within the past 30 days will decrease biennially by:	7 th	21%	18%	-1%	-3%
	9 th	33%	26%	-2%	-7%
	11 th	36%	38%	-2%	2%
The percentage of students that have used marijuana within the past 30 days will decrease biennially by:	7 th	11%	13%	-1%	2%
	9 th	24%	21%	-2%	-3%
	11 th	25%	27%	-2%	2%
The percentage of students that feel very safe at school will increase biennially by:	5 th	53%	NA	NA	NA
	7 th	15%	16%	2%	1%
	9 th	16%	11%	1%	-5%
	11 th	18%	12%	1%	-6%
The percentage of students that have been afraid of being beaten up during the past 12 months will decrease biennially by:	7 th	31%	27%	-2%	-4%
	9 th	21%	21%	-2%	2%
	11 th	18%	16%	-2%	-2%

Protective Factors Performance Measures from the California Healthy Kids Survey					
	Grade	3/1/2007	3/20/2009	Target	Actual
The percentage of students that report high levels of caring relationships with a teacher or other adult at their school will increase biennially by:	5 th	61%	NA	NA	NA
	7 th	32%	18%	3%	-14%
	9 th	28%	17%	3%	-11%
	11 th	33%	26%	2%	-7%
The percentage of students that report high levels of high expectations from a teacher or other adult at their school will increase biennially by:	5 th	65%	N/A	N/A	N/A
	7 th	52%	51%	3%	-1%
	9 th	42%	37%	3%	-5%
	11 th	45%	41%	2%	-4%
The percentage of students that report high levels of opportunities for meaningful participation at their school will increase biennially by:	5 th	20%	N/A	N/A	N/A
	7 th	12%	27%	2%	15%
	9 th	13%	19%	2%	6%
	11 th	17%	22%	2%	5%
The percentage of students that report high levels of connectedness at their school will increase biennially by:	5 th	63%	N/A	N/A	N/A
	7 th	46%	62%	2%	16%
	9 th	41%	53%	3%	12%
	11 th	43%	48%	2%	5%

Other Performance Measures

List below any other performance measures and performance indicators the LEA has adopted specific to its prevention programs (drug, violence, truancy, school safety, etc.). Specify the performance measure, the performance indicator goal, and baseline data for that indicator.

LEA Specified Performance Measures	Performance Indicator Goal	Baseline Data
(Process to Collect Data)		

Science Based Programs (4115 (a)(1)(C)):

The LEA must designate and list the science-based programs (programs proven by science to effectively prevent tobacco use, alcohol use, other drug use, and violence) selected from Appendix C. From Appendix C, list the scientifically based programs the LEA will adopt and implement to serve 50 percent or more of the students in the target grade levels. Indicate below your program selections, and provide all other requested information.

Science-Based Program Name	Program ATODV Focus	Target Grade Levels	Target Population Size	Purchase Date	Staff Training Date	Start Date
N/A						

Research-based Activities (4115 (a)(1)(C)):

Based on the research cited in Appendix D, check the box for each activity the LEA will implement as part of the comprehensive prevention program and provide all other requested information.

Check	Activities	Program ATODV Focus	Target Grade Levels
✓	After School Programs	ATODV	2-12
	Conflict Mediation/Resolution		
✓	Early Intervention and Counseling	ATODV	K-12
✓	Environmental Strategies	ATODV	K-12
✓	Family and Community Collaboration	ATODV	K-12
	Media Literacy and Advocacy	ATODV	
	Mentoring		
	Peer-Helping and Peer Leaders		
✓	Positive Alternatives	ATODV	6-12
✓	School Policies	ATODV	K-12
	Service-Learning/Community Service		
✓	Student Assistance Programs	ATODV	K-12
✓	Tobacco-Use Cessation	ATODV	9-12

Check	Activities	Program ATODV Focus	Target Grade Levels
✓	Youth Development Caring Schools Caring Classrooms	ATODV	Selected Students
✓	Parenting Wisely	ATODV	6-8
✓	Guiding Good Choice	ATODV	6-8
✓	Toward No Drug Use	ATODV	9-12
✓	Too Good For Drugs	ATODV	K-8
✓	Seven Challenges	ATODV	Selected Students
✓	Multi Systemic Therapy	ATODV	K-12

Promising or Favorable Programs (4115 (a)(3)):

The LEA may – but is not required to – designate and list the promising or favorable programs (programs whose effectiveness is not as strongly established though scientific evidence) selected from Appendix E. From Appendix E, list the promising or favorable programs the LEA will adopt and implement to serve 50 percent or more of the students in the target grade levels. Indicate below your program selections, and provide all other requested information.

Promising Program name	Program ATODV Focus	Target Grade Levels	Target Population Size	Purchase Date	Staff Training Date	Start Date
N/A						

Waiver to Adopt Promising or Favorable Programs not listed in Appendix E:

Check the box below if the LEA will submit an application for waiver in order to include other promising or favorable programs not found in Appendix E. Programs not listed in Appendix E will be considered on a case-by-case basis. The LEA must demonstrate that the program for which a waiver is requested is legitimately innovative or demonstrates substantial likelihood of success. The CDE will provide under separate cover additional information and the forms for submitting a waiver request.

☐

Analysis of Data for Selection of Programs and Activities (4115 (a)(1)(D)) :

For each selected Appendix C programs or Appendix D activities, provide a brief narrative rationale based on the LEA's analysis of CSS, CHKS, and CSSA data related to why the LEA selected these programs and activities for implementation.

Programs selected in sections C and D respond to the areas of need identified in the CHKS, local crime reports, and CWA data. The PVUSD has in place a K-12 Student Assistance Program (SAP) that maintains wide support from a variety of stakeholders. Student behavior infractions mandate student participation. Students and families are referred to a community-based agency for brief strategic family therapy and multi-systemic therapy.

The District's SDATE Advisory Board was involved in the selection of the new curriculum. "Too Good For Drugs" was selected for grades K-8. "Project Toward No Drug Use" was selected for grades 9-12. Activities that support curriculum for grades K-12 in two high schools include positive alternatives and youth development activities.

Parenting Wisely, the Seven Challenges and Guiding Good Choices were selected from the list of evidence based programs to meet the needs of students and families in the PVUSD.

Evaluation and Continuous Improvement (4115 (a)(2)(A)) :

Provide a description for how the LEA will conduct regular evaluations of the effectiveness of the LEA's alcohol, tobacco, other drug use and violence prevention program. Describe how the results of the evaluation will be used to refine, improve and strengthen the program.

The District in conjunction with PVPSA is in contract with a local evaluator, Andrew Davis, to evaluate all ATOD prevention and intervention programs provided in the District. All information is reported back to district staff, parents and community. A Prevention Board with community agency partners receives the evaluation.

Use of Results and Public Reporting (4115 (a)(2)(B)):

Describe the steps and timeline the LEA will use to publicly report progress toward attaining performance measures for the SDFSC and TUPE programs. Describe how the evaluation results will be made available to the public including how the public will be provided notice of the evaluation result's availability.

A press conference is held to release the results of the California Healthy Kids Survey (CHKS). Results are aired on local television and published in the newspaper. Presentations are made to the District's Board of Trustees, parent groups including the District parent meetings, parent site council meetings and migrant education meetings. Other community presentations are made at the Children's Network, Pajaro Valley Prevention and Student Assistance Board of Directors and the Juvenile Justice Task Force. District level presentations are made to principals and other school site staff. School site reports are presented at the high schools and middle school staff meetings.

Mandatory Safe and Drug Free Schools and Communities (4114(d)(2)(E)):

Briefly describe how SDFSC funded program services will be targeted to the LEA's schools and students with the greatest need. (Section 4114 [d][3])

Students who are caught using or under the influence of alcohol or other drugs are mandated to counseling sessions provided by the Student Assistance Program. Schools that report high number of alcohol or other drug and violence related incidents receive targeted services. The CHKS results are also used to target available resources.

Coordination of All Programs (4114 (d)(2)(A)):

Provide a detailed, but brief, explanation of how the LEA will coordinate SDFSC funded alcohol, tobacco, other drug and violence prevention programs with other federal state and local prevention programs.

Programs are coordinated through District-wide meetings of all program representatives; the County Children's Network, Healthy Start, PVPSA Board, BASTA Collaborative, County Health Services Agency meetings, Together for Youth collaborative and with the County Office Prevention Coordinator. Participants on these collaborative include parents, law enforcement, county government officials, health service workers, probation officers, school/community policing officers, city recreation staff, community based agency staff, Director of Student Services and PVPSA.

Parent Involvement (4115 (a)(1)(e)):

Provide a brief, but detailed, description of the parent involvement and describe the parent notification procedures used to meet requirements under NCLB Title IV, Part A – SDFSC program.

Parents are provided with back-to-school packets outlining the District's policies and procedures relating to drug use and violence. This packet also contains information about drug prevention and the student assistance program services. Parents are presented with the results of the CHKS at Back-To-School nights, District meetings, migrant parent meetings and School Site Council meetings. Parents are also involved in parent education programs and Safe Graduation nights at Watsonville and Aptos High Schools. Parents also participate in the District's annual Parent Conference.

TUPE Services for Pregnant Minors and Minor Parents (H&SC 104460):

Describe the TUPE services and referral procedures for pregnant minors and minor parents enrolled in the LEA and how they will be provided with tobacco-use prevention services. Include students participating in programs such as the California School Age Families Education (Cal-SAFE) program, the Adolescent Family Life Program (AFLP) administered through the Department of Health Services, and the Cal-Learn program administered by the Department of Social Services.

Tobacco Education services to pregnant minors and minor's parents, focus on special health risks and hazards of tobacco use and secondhand smoke. The Tobacco Prevention Specialist works closely with the Cal-SAFE (Teen Parenting Program) staff to train and implement the U.S. Public Health Services guidelines for tobacco screening and referral. The three step process – Ask, Advise, Refer – is incorporated in the intake screening and periodic follow up for all students in the program.

Classroom presentations to the pregnant minors and minor parents in the program include video clips, hands-on activities and focus groups. Materials are provided in English and Spanish.

TUPE Funded Positions (Health & Safety Code 104420(b)(3)):

Provide full time equivalent (FTE) staffing configuration for all TUPE funded positions. (Health and Safety Code section 104420 [b](3))

Position/Title	Full time equivalent
Program Director	.025%
Program Coordinator/Curriculum Specialist	.50%
Program Specialist	.60%
Administrative Assistant	.15%

Performance Goal 5: All students will graduate from high school.

Planned Improvements: High School Graduation Rates, Dropouts, and AP

This section of the plan is intended to reflect the LEA's efforts to reduce the percentage of students dropping out of school, and therefore, increase the percentage of students who graduate from high school. Also include a description below of the LEA's efforts to ensure that all students have equal access to advanced placement (AP) opportunities.

Performance Indicator	Activities/Actions	Students Served	Timeline/ Person(s) Involved	Benchmarks/ Evaluation	Funding Source
5.1 (High School Graduates)	<ul style="list-style-type: none"> Academic Counselors College Preparation Articulation 7-12 Alternative Programs <ul style="list-style-type: none"> AVCI Renaissance New School Pacific Coast Charter Use of Data Team process to inform instruction 	<u>AHS</u> Total students: 1390 Seniors graduated: 285 Enrolled: 303 <u>PVHS</u> Total students: 1478 Seniors graduated: 314 Enrolled: 338 <u>WHS</u> Total students: 1999 Seniors graduated: 337 Enrolled: 388	High School Administrators, Assistant Superintendent, Counselors, Staff	Increase in H.S. graduation completion, Increase in passage of CAHSEE	General Funds, Grants, Title I, Migrant
5.2 (Dropouts)	<ul style="list-style-type: none"> H.S. Goals Action Team to increase graduation rate Guest speakers Study skills training Link Crew Focus on entering Freshmen Counseling Dropout Prevention 	All students	High School Administrators, Assistant Superintendent, Counselors, Staff	Decrease in drop-out rate	General Funds, Grants, Title I, Migrant
5.3 (Advanced Placement)	<ul style="list-style-type: none"> K-12 Vertical Partnership with post secondary Field trips to colleges & universities Workshops for parents College prep Coordinator Gear-up support, CP math success 4-year plan for students 		High School Administrators, Assistant Superintendent, Counselors,	Increase completion of A-G requirements, Freshmen taking AP Honors English classes & Algebra, Geometry, Annual review of students academic status	Title I General Funds, Partnership with UCSC, EPC, SCCOE, Migrant

Additional Mandatory Title I Descriptions

Please include in the space below the following descriptions mandated by NCLB legislation. If the LEA has already included any of the descriptions, they do not need to be provided again here; please indicate the page number or section of the Plan where this information is included.

Describe the measure of poverty that will be used to determine which schools are eligible for Title I funding in accordance with Section 1113, "Eligible School Attendance Areas."	
Identify one of the following options as the low-income measure to identify schools eligible for Title I funding:	Description of how the LEA is meeting or plans to meet this requirement:
<ul style="list-style-type: none"> • Number of children in families receiving assistance under the CalWorks program; • Number of children eligible for Free/Reduced Price Lunch programs; • Number of children ages 5-17 in poverty counted by the most recent census data; • Number of children eligible to receive medical assistance under the Medicaid program; • Or a composite of the above. 	<p>The district uses the number of children eligible for Free/Reduced Price Lunch programs as the measure to identify schools eligible for Title I. The department of Food Services prepares the data report for the district.</p>
<p>Describe how the low-income measure described above is used to rank and select schools to receive Title I funds:</p> <ul style="list-style-type: none"> • All schools with a 75% or above poverty level are funded • All other schools are funded by poverty ranking district wide or by grade span. 	<p>All schools with a 75% or above poverty level are funded.</p>

Additional Mandatory Title I Descriptions (continued)

<p>Please provide a general description of the nature of the programs to be conducted by the LEA's schools under Sections 1114, "Schoolwide Programs," and/or Section 1115, "Targeted Assistance Schools." Direct-funded charters and single school districts, if conducting a schoolwide program authorized under Section 1114, may attach a copy of the Schoolwide Plan or Single Plan for Student Achievement in lieu of this description. All ten of the required components must be addressed. (For more information on Schoolwide, please go to http://www.cde.ca.gov/sp/sw/rt/; for Targeted Assistance go to http://www.cde.ca.gov/sp/sw/rt/tasinfo.asp).</p>	
<p>Description of how the LEA is meeting or plans to meet this requirement:</p> <p>The District has developed a Comprehensive Accountability Framework (CAF) to help focus schools based on district-wide goals set by the PVUSD Board of Trustees. The CAF contains the School Improvement Plan template for all schools to use. The template allows schools to use the Data Team process to identify smart goals, strategies, actions and measures. The School Improvement Plan includes the following components:</p> <ul style="list-style-type: none"> • Comprehensive Needs Assessment • Action and Monitoring Plan • Professional Development Plan • Ongoing Evaluation • Reflection and Next Steps <p>The School Improvement Plan template also describes appropriate funding is guided and monitored at various levels in the approval process.</p>	<p>For schoolwide programs (SWP), describe how the LEA will help schools to bring together all resources to upgrade the entire educational program at the school and include assistance in activities such as:</p> <ul style="list-style-type: none"> • A comprehensive needs assessment of the entire school in relation to state standards. Schoolwide reform strategies that provide opportunities for all children to meet state standards. • Effective methods and instructional strategies based on scientifically-based research. • Strategies that give primary consideration to extended learning time, extended school year, before and after school and summer programs. • Proven strategies that address the needs of historically under served students, low achieving students, and those at risk of not meeting state standards. • Instruction by highly qualified teachers and strategies to attract and keep such teachers. • High quality and ongoing professional development for teachers, principals, paraprofessionals, and if appropriate, pupil services personnel, parents and other staff. • Strategies to increase parental involvement. • Assistance to preschool children in transitioning from early

<p>childhood programs to elementary school programs.</p> <ul style="list-style-type: none"> • Timely and effective additional assistance to students who experience difficulty mastering state standards. 	<p>For targeted assistance programs (TAS), describe how the LEA will help schools to identify participating students most at risk of failing to meet state standards and help those students to meet the State's challenging academic standards. The description should include activities such as:</p> <ul style="list-style-type: none"> • Effective methods and instructional strategies based on scientifically-based research. • Strategies that give primary consideration to extended learning time, extended school year, before and after school and summer programs. • Strategies that minimize removing children from the regular classroom during regular school hours for instruction. • Instruction by highly qualified teachers. • Professional development opportunities for teachers, principals, and paraprofessionals, including if appropriate, pupil services personnel, parents, and other staff. • Strategies to increase parental involvement. <p>N/A</p>
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Additional Mandatory Title I Descriptions (continued)

<p>Please describe how teachers, in consultation with parents, administrators, and pupil services personnel in targeted assistance schools under Section 1115, "Targeted Assistance Schools," will identify the eligible children most in need of services under this part. Please note that multiple, educationally related criteria must be used to identify students eligible for services. Where applicable, provide a description of appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children in community day school programs, and homeless children.</p>	
<p>Describe who is involved and the criteria used to identify which students in a targeted assistance school will receive services. The criteria should:</p> <ul style="list-style-type: none"> • Identify children who are failing or most at risk of failing to meet the state academic content standards. • Use multiple measures that include objective criteria such as state assessments, and subjective criteria such as teacher judgment, parent interviews and classroom grades. • Include solely teacher judgment, parent interviews and developmentally appropriate measures, if the district operates a preschool through grade 2 program with Title I funds. <p>The description should include services to homeless children, such as the appointment of a district liaison, immediate enrollment, transportation, and remaining in school of origin.</p> <p>The description should include services to children in a local institution for neglected or delinquent children and youth or attending a community day program, if appropriate.</p>	<p>Description of how the LEA is meeting or plans to meet this requirement:</p> <p>N/A</p>

Additional Mandatory Title I Descriptions (continued)

Please describe the actions the LEA will take to assist in its low-achieving schools identified under Section 1116, "Academic Assessment and Local Educational Agency and School Improvement," as in need of improvement.

	Description of how the LEA is meeting or plans to meet this requirement:
<p>If the LEA has a PI school(s), describe technical assistance activities the LEA will provide to help the PI school, such as the following:</p> <ul style="list-style-type: none"> • Assistance in developing, revising, and implementing the school plan. • Analyzing data to identify and address problems in instruction, parental involvement, professional development and other areas. • Assistance in implementing proven and effective strategies that will address the problems that got the school identified as PI and will get the school out of PI. • Assistance in analyzing and revising the school budget so the school's resources are used effectively. 	<p>The District's CAF provides the template for all schools in the development of their School Improvement Plan. The Director of Educational and English Learner Services and the Assistant Superintendents provide technical assistance to sites in the development and implementation of the School Improvement Plans.</p>

Additional Mandatory Title I Descriptions (continued)

Please describe the actions the LEA will take to implement public school choice with paid transportation and Supplemental Educational Services, consistent with the requirements of Section 1116, "Academic Assessment and Local Educational Agency and School Improvement."	
	Description of how the LEA is meeting or plans to meet this requirement:
Describe the process for parent notification of the school's identification as PI, including notification of the right for students to transfer to another school that is not PI with paid transportation, and the right to receive supplemental services.	<p>District staff provides a letter for distribution to all parents of schools identified for Program Improvement at the end and the start of the school year. The letter is sent to parents in Program Improvement schools. It informs parents of the opportunity to choose another school for their child to attend which is not a Program Improvement School.</p> <p>The letter will contain, at a minimum, statement that the school is in Program Improvement, the definition of the term, and what the school is doing to improve achievement. A list of schools not in Program Improvement is included.</p>
Describe how the LEA will provide school choice and supplemental services to eligible children, including the selection of the children to receive services.	<p>District staff will provide a letter for distribution to all parents of schools identified for Program Improvement at the end of the school year and at start of the school year. The letter will be sent to all parents in Program Improvement schools.</p> <p>The letter contains information as to how and why they may transfer their child to a non-program improvement school. Parents are provided a choice of more than one school. Lack of capacity at a parent's first (or second) school of choice will not deny the child's transfer to a school in the district not in Program Improvement. The letter also includes information on how transportation is provided for transfers to other schools within the district.</p> <p>At the beginning of the school year, and immediately after publication of the state's list of approved providers of supplemental educational services, PVUSD will notify parents of eligible students in eligible schools of these</p>

	<p>opportunities. The letter includes a list of approved providers serving students within PVUSD, and an application form. The information will be in both English and in Spanish. Parents will be given application forms to complete and return. Services will commence no later than thirty days following receipt of their application.</p> <p>Providers selected by parents will use district generated student performance data and the Supplemental Education Services program pre-testing to place individual students into appropriate groupings or levels. The provider will develop goals for each student based upon this information and meet with parents. This process will be completed no later than the end of the first four weeks of services.</p>
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Additional Mandatory Title I Descriptions (continued)

<p>Please describe the strategy the LEA will use to coordinate programs under Title I with programs under Title II to provide professional development for teachers and principals, and, if appropriate, pupil services personnel, administrators, parents, and other staff, including LEA-level staff in accordance with Section 1118, "Parental Involvement," and Section 1119, "Qualifications for Teachers and Paraprofessionals."</p>	<p>Description of how the LEA is meeting or plans to meet this requirement:</p>
<p>Describe the LEA's strategies for coordinating resources and efforts to help schools retain, recruit and increase the number of highly qualified teachers, principals, and other staff.</p>	<p>The Comprehensive Accountability Framework (CAF) includes District-wide Performance Indicators for each of the six PVUSD goals. The following Performance Indicators are used to measure district wide alignment to PVUSD Goal 4: Attract, hire, develop, and retain and excellent professional staff throughout the district.</p> <ul style="list-style-type: none"> • Percentage of teachers meeting the highly qualified criteria • Percentage of highly qualified teachers who stay in the district more than five years • Percentage of district and site initiated professional development experiences that meet the School Improvement Plan components of professional development. (theoretical understanding, demonstrations, practice and feedback, and on the job coaching) • Percentage of teachers who participated in district and site initiated professional development experiences • Relative ranking of PVUSD in overall compensation with comparable districts
<p>Describe the LEA's strategies for coordinating resources and efforts to prepare parents to be involved in the schools and in their children's education.</p>	<p>PVUSD has a strong parent component that supports a full partnership between the home and the school. State and federal advisory committees exist at school site and the district levels. In addition, school sites, Migrant Education, Extended Learning, Adult Education, SELPA and the Categorical Programs department sponsor a variety of ongoing opportunities for parents to realize the goal of a full partnership. These opportunities include: an annual Parent conference, parent forums, Latino Literacy, Literatura Infantil, and specific topics on student achievement. The district employs a TOSA parent trainer to assist District and sites to implement the above mentioned initiatives.</p>

Additional Mandatory Title I Descriptions (continued)

<i>Coordination of Educational Services</i>	
<p>In the space below, please describe how the LEA will coordinate and integrate educational services at the LEA or individual school level in order to increase program effectiveness, eliminate duplication, and reduce fragmentation of the instructional program. Include programs such as: Even Start; Head Start; Reading First; Early Reading First and other preschool programs (including plans for the transition of participants in such programs to local elementary school programs; services for children with limited English proficiency; children with disabilities; migratory children; neglected or delinquent youth; Native American (Indian) students served under Part A of Title VII; homeless children; and immigrant children.</p>	
<p>Describe how the LEA will coordinate and integrate educational services at the LEA or individual school level in order to increase program effectiveness, eliminate duplication, and reduce fragmentation of the instructional program, including programs such as:</p> <ol style="list-style-type: none"> Even Start Head Start Reading First Early Reading First Other preschool programs Services for children that are migratory, neglected or delinquent, Native American (Title VII, Part A), homeless, immigrant, and limited-English proficient, and children with disabilities. <p>Compare to programs listed on Page 11 of the LEA Plan to determine if all active programs have been addressed.</p>	<p>Description of how the LEA is meeting or plans to meet this requirement:</p> <p>On a monthly basis the Superintendent convenes an Extended Cabinet that is composed of the following:</p> <ul style="list-style-type: none"> • Superintendent • Assistant Superintendents • Director, Human Resources • Director, Extended Learning • Director, SELPA • Director, Migrant Education • Director, Child Development Programs • Director, Technology • Director, Educational and English Learner Services • Director, Adult Education <p>The purpose of Extended Cabinet is to coordinate and integrate educational services at the district and site level, in order to increase program effectiveness.</p>

ASSURANCES

To assure the LEA's eligibility for funds included in this Plan, the Superintendent must provide an original signature below attesting to compliance with all of the following statements.

GENERAL ASSURANCES

1. Each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
2. The LEA will comply with all applicable supplement not supplant and maintenance of effort requirements.
3. (a) The control of funds provided under each program and title to property acquired with program funds will be in a public agency, a non-profit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; (b) the public agency, non-profit private agency, institution or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing law.
4. The LEA will adopt and use proper methods of administering each such program, including (a) the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and (b) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.
5. The LEA will cooperate in carrying out any evaluation of each such program conducted by, or for, the State educational agency, the Secretary, or other Federal officials.
6. The LEA will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, Federal funds paid to the applicant under each such program.
7. The LEA will: (a) submit such reports to the State educational agency (which shall make the reports available to the Governor) and the Secretary as the State educational agency and Secretary may require to enable the State educational agency and Secretary to perform their duties under each such program; and (b) maintain such records, provide such information, and afford such access to the records as the State educational agency (after consultation with the Governor) or the Secretary may reasonably require to carry out the State educational agency's or the Secretary's duties.
8. The LEA has consulted with teachers, school administrators, parents, and others in the development of the local consolidated application/LEA Plan to the extent required under Federal law governing each program included in the consolidated application/LEA Plan.
9. Before the application was submitted, the LEA afforded a reasonable opportunity for public comment on the application and considered such comment.
- 9a. The LEA will provide the certification on constitutionally protected prayer that is required by section 9524.
10. The LEA will comply with the armed forces recruiter access provisions required by section 9528.

TITLE I, PART A

The LEA, hereby, assures that it will:

11. Participate, if selected, in the State National Assessment of Educational Progress in 4th and 8th grade reading and mathematics carried out under section 411(b)(2) of the National Education Statistics Act of 1994.
12. If the LEA receives more than \$500,000 in Title I funds, it will allow 1 percent to carry out NCLB Section 1118, Parent Involvement, including promoting family literacy and parenting skills; 95 percent of the allocation will be distributed to schools.
13. Inform eligible schools and parents of schoolwide program authority and the ability of such schools to consolidate funds from Federal, State, and local sources.
14. Provide technical assistance and support to schoolwide programs.
15. Work in consultation with schools as the schools develop the schools' plans pursuant to section 1114 and assist schools as the schools implement such plans or undertake activities pursuant to section 1115 so that each school can make adequate yearly progress toward meeting the State student academic achievement standards.
16. Fulfill such agency's school improvement responsibilities under section 1116, including taking actions under paragraphs (7) and (8) of section 1116(b).
17. Provide services to eligible children attending private elementary schools and secondary schools in accordance with section 1120, and timely and meaningful consultation with private school officials regarding such services.
18. Take into account the experience of model programs for the educationally disadvantaged, and the findings of relevant scientifically based research indicating that services may be most effective if focused on students in the earliest grades at schools that receive funds under this part.
19. In the case of an LEA that chooses to use funds under this part to provide early childhood development services to low-income children below the age of compulsory school attendance, ensure that such services comply with the performance standards established under section 641A(a) of the Head Start Act.
20. Work in consultation with schools as the schools develop and implement their plans or activities under sections 1118 and 1119 and *California Education Code Section 64001*.
21. Comply with requirements regarding the qualifications of teachers and paraprofessionals and professional development.
22. Inform eligible schools of the local educational agency's authority to obtain waivers on the school's behalf under Title IX.
23. Coordinate and collaborate, to the extent feasible and necessary as determined by the local educational agency, with the State educational agency and other agencies providing services to children, youth, and families with respect to a school in school improvement, corrective action, or restructuring under section 1116 if such a school requests assistance from the local educational agency in addressing major factors that have significantly affected student achievement at the school.
24. Ensure, through incentives for voluntary transfers, the provision of professional development, recruitment programs, or other effective strategies, that low-income students and minority students

are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers.

25. Use the results of the student academic assessments required under section 1111(b)(3), and other measures or indicators available to the agency, to review annually the progress of each school served by the agency and receiving funds under this part to determine whether all of the schools are making the progress necessary to ensure that all students will meet the State's proficient level of achievement on the State academic assessments described in section 1111(b)(3) within 12 years from the baseline year described in section 1111(b)(2)(E)(ii).
26. Ensure that the results from the academic assessments required under section 1111(b)(3) will be provided to parents and teachers as soon as is practicably possible after the test is taken, in an understandable and uniform format and, to the extent practicable, provided in a language or other mode of communication that the parents can understand.
27. Assist each school served by the agency and assisted under this part in developing or identifying examples of high-quality, effective curricula consistent with section 1111(b)(8)(D) and *California Education Code Section 64001*.
28. Ensure that schools in school improvement status spend not less than ten percent of their Title I funds to provide professional development (in the area[s] of identification to teachers and principals) for each fiscal year.
29. Prepare and disseminate an annual LEA report card in accordance with section 1111(h)(2).
30. Where applicable, the applicant will comply with the comparability of services requirement under section 1120A(c). In the case of a local educational agency to which comparability applies, the applicant has established and implemented an agency-wide salary schedule; a policy to ensure equivalence among schools in teachers, administrators, and other staff; and a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies. Documentation will be on file to demonstrate that the salary schedule and local policies result in comparability and will be updated biennially.

TITLE I, PART D – SUBPART 2

31. Where feasible, ensure that educational programs in the correctional facility are coordinated with the student's home school, particularly with respect to a student with an individualized education program under Part B of the Individuals with Disabilities Education Act.
32. Work to ensure that the correctional facility is staffed with teachers and other qualified staffs that are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth.
33. Ensure that the educational programs in the correctional facility are related to assisting students to meet high academic achievement standards.

TITLE II, PART A

34. The LEA, hereby, assures that:

- The LEA will target funds to schools within the jurisdiction of the local educational agency that:

- (A) Have the lowest proportion of highly qualified teachers;
(B) Have the largest average class size; or
(C) Are identified for school improvement under section 1116(b).

- The LEA will comply with section 9501 (regarding participation by private school children and teachers).
- The LEA has performed the required assessment of local needs for professional development and hiring, taking into account the activities that need to be conducted in order to give teachers the means, including subject matter knowledge and pedagogy skills, and to give principals the instructional leadership skills to help teachers, to provide students with the opportunity to meet California's academic content standards. This needs assessment was conducted with the involvement of teachers, including teachers participating in programs under Part A of Title I.
- The LEA will assure compliance with the requirements of professional development as defined in section 9101 (34).

TITLE II, PART D

35. The LEA has an updated, local, long-range, strategic, educational technology plan in place that includes the following:

- Strategies for using technology to improve academic achievement and teacher effectiveness.
- Goals aligned with challenging state standards for using advanced technology to improve student academic achievement.
- Steps the applicant will take to ensure that all students and teachers have increased access to technology and to help ensure that teachers are prepared to integrate technology effectively into curricula and instruction.
- Promotion of curricula and teaching strategies that integrate technology, are based on a review of relevant research, and lead to improvements in student academic achievement.
- Ongoing, sustained professional development for teachers, principals, administrators, and school library media personnel to further the effective use of technology in the classroom or library media center.
- A description of the type and costs of technology to be acquired with Ed Tech funds, including provisions for interoperability of components.
- A description of how the applicant will coordinate activities funded through the Ed Tech program with technology-related activities supported with funds from other sources.
- A description of how the applicant will integrate technology into curricula and instruction, and a timeline for this integration.
- Innovative delivery strategies – a description of how the applicant will encourage the development and use of innovative strategies for the delivery of specialized or rigorous courses and curricula through the use of technology, including distance learning technologies, particularly in areas that would not otherwise have access to such courses or curricula due to geographical distances or insufficient resources.

- A description of how the applicant will use technology effectively to promote parental involvement and increase communication with parents.
 - Collaboration with adult literacy service providers.
 - Accountability measures – a description of the process and accountability measures that the applicant will use to evaluate the extent to which activities funded under the program are effective in integrating technology into curricula and instruction, increasing the ability of teachers to teach, and enabling student to reach challenging state academic standards.
 - Supporting resources – a description of the supporting resources, such as services, software, other electronically delivered learning materials, and print resources that will be acquired to ensure successful and effective uses of technology.
36. The LEA must use a minimum of 25 percent of their funds to provide ongoing, sustained, and intensive high quality professional development in the integration of advanced technology into curricula and instruction and in using those technologies to create new learning environments.
37. ***Any LEA that does not receive services at discount rates under section 254(h)(5) of the Communications Act of 1934 (47 U.S.C. 254(h)(5) hereby assures the SEA*** that the LEA will not use any Title II, Part D funds to purchase computers used to access the Internet, or to pay for direct costs associated with accessing the Internet, for such school unless the school, school board, local educational agency, or other authority with responsibility for administration of such school:
- Has in place a policy of Internet safety for minors that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are obscene, child pornography, or harmful to minors
 - Is enforcing the operation of such technology protection measure during any use of such computers by minors
 - Has in place a policy of Internet safety that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are obscene or child pornography, and is enforcing the operation of such technology protection measure during any use of such computers, and
 - Any LEA that *does* receive such discount rates hereby assures the SEA that it will have in place a policy of Internet safety for minors required by Federal or State law.

TITLE III

38. The LEA assures that it consulted with teachers, researchers, school administrators, parents, and, if appropriate, with education-related community groups, nonprofit organizations, and institutions of higher education in developing the LEA Plan.
39. The LEA will hold elementary and secondary schools accountable for increasing English language proficiency and for LEP subgroups making adequate yearly progress.

40. The LEA is complying with Section 3302 prior to, and throughout, each school year.
41. The LEA annually will assess the English proficiency of all students with limited English proficiency participating in programs funded under this part.
42. The LEA has based its proposed plan on scientifically based research on teaching limited-English-proficient students.
43. The LEA ensures that the programs will enable to speak, read, write, and comprehend the English language and meet challenging State academic content and student academic achievement standards.
44. The LEA is not in violation of any State law, including State constitutional law, regarding the education of limited-English-proficient students, consistent with Sections 3126 and 3127.

TITLE IV, PART A

45. The LEA assures that it has developed its application through timely and meaningful consultation with State and local government representatives, representatives of schools to be served (including private schools), teachers and other staff, parents, students, community-based organizations, and others with relevant and demonstrated expertise in drug and violence prevention activities (such as medical, mental health, and law enforcement professionals).
46. The activities or programs to be funded comply with the principles of effectiveness described in section 4115(a) and foster a safe and drug-free learning environment that supports academic achievement.
47. The LEA assures that funds under this subpart will be used to increase the level of State, local, and other non-Federal funds that would, in the absence of funds under this subpart, be made available for programs and activities authorized under this subpart, and in no case supplant such State, local, and other non-Federal funds.
48. Drug and violence prevention programs supported under this subpart convey a clear and consistent message that acts of violence and the illegal use of drugs are wrong and harmful.
49. The LEA has, or the schools to be served have, a plan for keeping schools safe and drug-free that includes:
 - Appropriate and effective school discipline policies that prohibit disorderly conduct, the illegal possession of weapons, and the illegal use, possession, distribution, and sale of tobacco, alcohol, and other drugs by students.
 - Security procedures at school and while students are on the way to and from school.
 - Prevention activities that are designed to create and maintain safe, disciplined, and drug-free environments.
 - A crisis management plan for responding to violent or traumatic incidents on school grounds.
 - A code of conduct policy for all students that clearly states the responsibilities of students, teachers, and administrators in maintaining a classroom environment that:
 - Allows a teacher to communicate effectively with all students in the class.

- Allows all students in the class to learn.
- Has consequences that are fair, and developmentally appropriate.
- Considers the student and the circumstances of the situation.
- Is enforced accordingly.

50. The application and any waiver request under section 4115(a)(3) (to allow innovative activities or programs that demonstrate substantial likelihood of success) will be available for public review after submission of the application.

TITLE IV, PART A, SUBPART 3

51. The LEA assures that it has, in effect, a written policy providing for the suspension from school for a period of not less than one year of any student who is determined to have brought a firearm to school or who possesses a firearm at school and the referral of a student who has brought a weapon or firearm to the criminal or juvenile justice system. Such a policy may allow the Superintendent to modify such suspension requirement for a student on a case-by-case basis.

TITLE V, PART A

52. The LEA has provided, in the allocation of funds for the assistance authorized by this part and in the planning, design, and implementation of such innovative assistance programs, for systematic consultation with parents of children attending elementary schools and secondary schools in the area served by the LEA, with teachers and administrative personnel in such schools, and with such other groups involved in the implementation of this part (such as librarians, school counselors, and other pupil services personnel) as may be considered appropriate by the LEA.

53. The LEA will comply with this Part, including the provisions of section 5142 concerning the participation of children enrolled in private nonprofit schools.

54. The LEA will keep such records, and provide such information to the SEA, as may be reasonably required for fiscal audit and program evaluation.

55. The LEA will annually evaluate the programs carried out under this Part, and that evaluation:

- Will be used to make decisions about appropriate changes in programs for the subsequent year;
- Will describe how assistance under this part affected student academic achievement and will include, at a minimum, information and data on the use of funds, the types of services furnished, and the students served under this part; and
- Will be submitted to the SEA at the time and in the manner requested by the SEA.

New LEAP Assurances

56. Uniform Management Information and Reporting System: the LEA assures that it will provide to the California Department of Education (CDE) information for the uniform management information and reporting system required by No Child Left Behind, Title IV in the format prescribed by CDE. That information will include:

- (i) Truancy rates;
- (ii) The frequency, seriousness, and incidence of violence and drug-related offenses resulting in suspensions and expulsions in elementary schools and secondary schools in the State;

(iii) The types of curricula, programs, and services provided by the chief executive officer, the State educational agency, local educational agencies, and other recipients of funds under this subpart; and

(iv) The incidence and prevalence, age of onset, perception of health risk, and perception of social disapproval of drug use and violence by youth in schools and communities. (Section 4112, General Provisions, Title IV, Part A, PL 107-110)

57. Unsafe School Choice Policy: the LEA assures that it will establish and implement a policy requiring that a student attending a persistently dangerous public elementary school or secondary school, as determined by the State, or who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary or secondary school within the local educational agency, including a public charter school. The LEA will submit on a format to be designated by CDE the information the state requires to complete annual federal reporting requirements on the number of schools that have been designated "persistently dangerous" in accordance with California State Board of Education policy. (Section 9532, General Provisions, Title IX, PL 107-110.)

Other

58. The LEA assures that a minimum of 95 percent of all students and a minimum number of students in each subgroup (at both the school and district levels) will participate in the state's assessments program.

SIGNATURE PAGE

(Signatures must be original. Please use blue ink.)

The superintendent and governing board of the LEA submitting this Plan must sign on behalf of all participants included in the preparation of the Plan. LEAs in Program Improvement Year 3 assigned or required to contract with a District Assistance and Intervention Team (DAIT) must also secure signatures from their DAIT leads.

Dorma Baker

Print Name of Superintendent

Signature of Superintendent

Date

Willie Yahiro

Print Name of Board President

Pending Board Approval on March 23

Signature of Board President

Date

Print Name of District Assistance and Intervention Team (DAIT)

Signature of DAIT Lead

Date

Print Name of Title III Regional County Office of Education Lead (if applicable)

Signature of Title III Regional
County Office of Education Lead (if applicable)

Date

Certification: I hereby certify that all of the applicable state and federal rules and regulations will be observed by this LEA and that, to the best of my knowledge, information contained in this Plan is correct and complete. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained onsite. I certify that we accept all general and program specific assurances for Titles I, II, and/or III as appropriate, except for those for which a waiver has been obtained. A copy of all waivers will remain on file. I certify that actual ink signatures for this LEA Plan/Plan Addendum/Action Plan are on file, including signatures of any required external providers, i.e., district assistance and intervention team and/or Title III regional lead.



PAJARO VALLEY UNIFIED SCHOOL DISTRICT



Board Agenda Backup

Item No: 9.10

Date: March 27, 2013

Item: Local Education Agency (LEA) Plan Update

Overview: Each year the PVUSD Local Education Agency (LEA) Plan is updated. The LEA Plan is organized around five Federal Performance Goals. Attached is the LEA Plan for the 2013-14 school year. It includes updated budget figures, demographics and alignment of our improvement efforts with the new Common Core State Standards.

Recommendation: It is recommended that the Board approve the updated LEA Plan.

Budget Considerations: N/A

Funding Source:

Budgeted: Yes: ☐ No: ☐

Amount:

Prepared By: Susan Pérez, Director, Educational and English Learner Services

Superintendent's Signature:

Dawn Bost

Elementary and Secondary Education Act/No Child Left Behind Act of 2001

LOCAL EDUCATIONAL AGENCY (LEA) PLAN

Please submit your completed revised LEA Plan by e-mail to LEAP@cde.ca.gov **no later than April 19, 2010**. Please indicate in the subject line of the e-mail: 1) the name of your LEA; 2) the Program Improvement Year; and 3) the name of the document attached (e.g., ZZZ Unified School District; PI Year 3; Revised LEA Plan).

LEA Plan Information:

Name of LEA: Pajaro Valley Unified School District

County/District Code: 44-69799

Dates of Plan Duration (should be up to three years): March 2013- March 2014

Date of Local Governing Board Approval: March 27, 2013

District Superintendent: Dorma Baker, Superintendent

Address: 294 Green Valley Road

City: Watsonville

State: CA

Zip: 95076

Phone: (831) 786-2100 Ext. 2135

Fax: (831) 761-6010

Certification: *I hereby certify that all of the applicable state and federal rules and regulations will be observed by this LEA and that, to the best of my knowledge, information contained in this Plan is correct and complete. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained onsite. I certify that we accept all general and program specific assurances for Titles I, II, and/or III as appropriate, except for those for which a waiver has been obtained. A copy of all waivers will remain on file. I certify that actual ink signatures for this LEA Plan/Plan Addendum/Action Plan are on file, including signatures of any required external providers, i.e., district assistance and intervention team and/or Title III regional lead.*

LEA Plan

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FEDERAL AND STATE PROGRAMS CHECKLIST

Check (√) all applicable programs operated by the LEA. In the “other” category, list any additional programs that are reflected in this Plan.

Federal Programs		State Programs	
√	Title I, Part A		EIA – State Compensatory Education
√	Title I, Part B, Even-Start SIG Grant	√	EIA – Limited English Proficient
√	Title I, Part C, Migrant Education		State Migrant Education
	Title I, Part D, Neglected/Delinquent	√	School Improvement
√	Title II, Part A, Subpart 2, Improving Teacher Quality	√	Child Development Programs
	Title II, Part D, Enhancing Education Through Technology		Educational Equity
√	Title III, Limited English Proficient		Gifted and Talented Education
	Title III, Immigrants SIG QEIA		Gifted and Talented Education
	Title IV, Part A, Safe and Drug-Free Schools and Communities	√	Tobacco Use Prevention Education (Prop 99)
	Title V, Part A, Innovative Programs – Parental Choice		Immediate Intervention/ Under performing Schools Program
√	Adult Education, WIA Title II		School Safety and Violence Prevention Act (AB1113, AB 658)
√	Career Technical Education		Healthy Start
	McKinney-Vento Homeless Education		Dropout Prevention and Recovery Act: School Based Pupil Motivation and Maintenance Program (SB 65)
√	IDEA, Special Education	√	Other: Quality Education Investment Act (QEIA)
√	21 st Century Community Learning Centers	√	Other: ASES (After School Program)
	Other:		Other:
√	Other: MAA Funding	√	Other: Lottery
√	Other: LEA Funding	√	Other: Adults In Correctional Facilities
√	Other: Child Development Programs	√	Other: Transportation

√	Other: Special Ed Dept. Of Rehab: Workability II, Transition Partnership	√	Other: Special Ed, Project Workability
	Other: Title I Program Improvement & School Choice	√	Other: Agricultural Vocational Education
	Other: ARRA Title I, Part A	√	Other: Echo Teachers Partnership
	Other: ARRA McKinney-Vento Homeless Children	√	Other: Engineering Partnership
	Other: ARRA State Fiscal Stabilization Funds	√	Other: Mosaic Arts Partnership
	Other: ARRA Child Nutrition Equipment Assistance	√	Other: Video Partnership
	Other: ARRA Childcare and Development Block Grant, Quality Repair and Renovation	√	Other: Business Partnership Academy
	Other: ARRA IDEA Part B, Sec 611 Preschool Local Entitlement	√	Other: Health Careers Academy
	Other: ARRA IDEA Part B, Sec 619 Preschool Grants	√	Other: Environmental Science & Natural Resources Partnership
	Other: ARRA IDEA Part B, Sec 611 Basic Local Assistance	√	Other: Special Ed, Infant Discretionary
	Other: ARRA Spec Ed Dept Of Rehab: Workability II, Transition Partnership	√	Other: Special Ed, Low Incidence Entitlement
√	Other: Head Start	√	Other: Special Ed, Staff Development Grant
	Other: TODOS Grant	√	Other: Special Ed Infant
	Other (describe):	√	Other: Special Ed Regular Entitlement
	Other (describe):		Other: CAL-Safe
	Other (describe):		Other: HPSG:
	Other (describe):		Other:
	Other (describe):		Other: Adult Education
	Other (describe):		Other (describe):
	Other (describe):		Other (describe):

DISTRICT BUDGET FOR FEDERAL PROGRAMS

Please complete the following table with information for your district.

Programs	Prior Year District Carryovers 11-12	Current Year District Entitlements	Current Year Direct Services to Students at School Sites (\$)	Current Year Direct Services to Students at School Sites (%)
Title I, Part A	600,139	5,031,509	4,926,810	87%
Title I, Part B, Even Start SIG Grant	1,402,893	4,893,554	6,024,384	96%
Title I, Part C, Migrant Education	650,637	4,302,254	4,521,591	91%
Title I, Part D, Neglected/Delinquent	0	0	0	0
Title II Part A, Subpart 2, Improving Teacher Quality	251,161	890,988	1,008,641	88%
Title II, Part D, Enhancing Education Through Technology	0	0	0	0%
Title III, Limited English Proficient	113,635	982,706	1,074,844	98%
Title III, Immigrants SIG QEIA	0	0	0	0%
Title IV, Part A, Safe and Drug-free Schools and Communities	0	0	0	0
Title V, Part A, Innovative Programs – Parental Choice	0	0	0	0
Adult Education WIA Funds	0	141,647	134,565	95%
Career Technical Education	0	173,163	168,824	97%
McKinney-Vento Homeless Education	0	0	0	0%
IDEA, Special Education	0	3,129,350	3,129,350	100%
21 st Century Community Learning Centers	599,356	3,034,375	3,088,672	85%
Other: MAA Funding	0	346,176	306,357	89%
Other:				

Other: LEA Funding	931,770	313,307	928,290	75%
Other: Child Development Programs	0	535,602	455,262	85%
Other: Special Ed, Dept Of Rehab: Workability II, Transition Partnership	0	230,203	212,520	92%
Other: Title I Program Improvement & School Choice	0	0	0	0%
Other: ARRA Title I, Part A	0	0	0	0%
Other: ARRA McKinney-Vento Homeless Children	0	0	0	0%
Other: ARRA State Fiscal Stabilization Funds	0	0	0	0%
Other: ARRA Child Nutrition Equipment Assistance	0	0	0	0%
Other: ARRA Childcare and Development Block Grant, Quality Repair and Renovation	0	0	0	0%
Other: ARRA IDEA Part B, Sec 611 Preschool Local Entitlement	0	0	0	0%
Other: ARRA IDEA Part B, Sec 619 Preschool Grant	0	0	0	0%
Other: ARRA IDEA Part B, Sec 611 Basic Local Assistance	0	0	0	0%
Other: Head Start	0	6,358,438	5,404,672	85%
Other: Safe Schools/Healthy Students	0	0	0	0%
Other: TODOS Grant	0	0	0	0%
TOTAL	4,549,591	30,333,272	31,384,782	90%

DISTRICT BUDGET FOR STATE PROGRAMS

Please complete the following table with information for your district.

Categories	Prior Year District Carryovers	Current Year District Entitlements	Current Year Direct Services to Students at School Sites (\$)	Current Year Direct Services to Students at School Sites (%)
EIA – State Compensatory Education	0	0	0	0
EIA – Limited English Proficient	3,651,095	4,874,138	7,246,448	85%
State Migrant Education	0	0	0	0%
School and Library Improvement Block Grant	0	0	0	0%
Child Development Programs	0	2,543,553	2,162,020	85%
Educational Equity	0	0	0	0%
Gifted and Talented Education	0	0	0	0%
Tobacco Use Prevention Education – (Prop. 99)	129,550	0	110,118	85%
High Priority Schools Grant Program (HPSGP)	0	0	0	0%
School Safety and Violence Prevention Act (AB 1113)	0	0	0	0%
Healthy Start	0	0	0	0%
Dropout Prevention and Recovery Act: School-based Pupil Motivation and Maintenance Program (SB 65)	0	0	0	0%
Other: Quality Education Investment Act (QEIA)	1,135,587	2,234,300	3,216,161	95%
Other: ASES (After School Program)	0	4,396,564	3,737,079	85%
Other: English Language Acquisition Program (ELAP)	0	0	0	0%
Other: Lottery	2,418,676	2,965,768	4,249,795	79%

Other: Adults in Correctional Facilities	0	51,109	49,828	97%
Other: Transportation	0	2,572,820	2,186,897	85%
Other: Special Ed, Project Workability	0	226,058	218,580	96%
Other: Agricultural Vocational Ed		7,482	7,295	97%
Other: Echo Teachers Partnership	15,777	58,725	72,635	97%
Other: Engineering Partnership	37,692	58,725	94,001	97%
Other: Mosaic Arts Partnership	17,603	58,725	74,416	97%
Other: Video Partnership	43,555	72,900	113,537	97%
Other: Business Partnership Academy	67,122	72,900	136,115	97%
Other: Health Careers Academy	29,539	72,900	99,872	97%
Other: Environmental Science & Natural Resources Partnership	29,539	58,725	86,052	97%
Other: Special Ed, Infant Discretionary	0	6,445	6,284	97%
Other: Special Ed, Low Incidence Entitlement	0	10,349	10,090	97%
Other: Special Ed, Staff Development Grant	4,324	11,958	15,874	97%
Other: Special Ed-Infant	0	526,002	476,705	91%
Other: Special Ed Regular Entitlement	0	10,329,467	8,780,047	85%
Other: CAL Safe	0	0	0	0%

Other: HPSG: SAIT Corrective Action	0	0	0	0
Other: California Peer Assistance & Review Program for Teachers	0	0	0	0
Other: Adult Education				
Other:				
Other:				
Other:				
Other:				
Other:				
Other:				
Other:				
Other:				
Other:				
Other:				
TOTAL	4,290,059	31,209,613	33,149,849	93%

District Profile

In the space below, please provide a brief narrative description of your district. Include your district's vision/mission statement and any additional information about the make-up of your district, including grade levels and demographics of students served, in order to provide background and a rationale for the descriptions included in the LEA Plan.

The Pajaro Unified School District (PVUSD) serves students living in an area from northern Monterey County to the town of Aptos in Santa Cruz County. The District serves a K-12 student population of almost 20,000 students. Presently the District operates 16 elementary schools, 5 middle schools, 1 junior high, 3 comprehensive high schools, 1 continuation school, 1 community day school, 5 charter schools and an adult education program.

The district has a total enrollment of 19,923 students based on the 2011-2012 CBEDS data. The district has a total enrollment of 19,923 students based on the 2011-2012 CBEDS data. The demographic data includes 17.1% White; .5% African-American; 79.8% Hispanic or Latino; .9% Filipino; .9% Asian; and .8% Other.

Based on the 2011-2012 demographic data approximately 71% of our students were classified as Economically Disadvantaged and 68.5% were classified as English Learners. The CELDT data from 2011-2012 shows that 8,316 students were tested and 5% scored at the Advanced Level, 28% at the Early Advanced level, 38% at the Intermediate level, 17% at the Early Intermediate level, and 11% at the Beginning level. The district did make the target for AMAO 1, but not for 2 or 3 in 2011-2012.

In 2011-2012 43% of the schools in PVUSD met or exceeded their API target, and 6.67% of the schools met their AYP targets. The district did not meet their AYP targets.

Table 1

Ethnic Distribution of students
Pajaro Valley Unified Compared to County and State
2011-2012 CBEDS

	Hispanic		White		Other	
PVUSD	15,908	79.8%	3,407	17.1%	608	3%
Santa Cruz Co.	21,356	54.2%	14,981	38%	2,997	7.6%
California	3,236,942	52%	1,626,507	26.1%	1,357,544	21.8%

Table 2

English Language Learners
Pajaro Valley Unified Compared to County and State
Language Group Data
2011-2012 CBEDS & Language Census Data

	Enrollment	English Language Learners*	
PVUSD	19,923	9,036	45.3%
Santa Cruz Co.	39,334	11,204	28.4%
California	6,220,993	1,387,665	22.3%

* English Language Learners numbers and percentages includes students who have been designated as fully English proficient and are not native English speakers.

PVUSD is governed by a 7-member Board of Trustees elected for 4-year terms. The Board encourages public participation in all aspects of the school systems operation. The district employs over 1,100 certificated instructional personnel, with over 900 classified support staff members and a management team of approximately 100 certificated and classified employees.

The District has comprehensive, coordinated programs, which offer a broad spectrum of academic and educational services, including bilingual education, special education, gifted and talented education, computer-assisted education and other specialized programs.

At the beginning of the 2008-2009 school year, the District superintendent assembled the Accountability Design Team (ADT). The ADT task was to develop the Comprehensive Accountability Framework (CAF) in the district in response to State mandates to improve student achievement. The ADT was comprised of 38 members representing an array of stakeholders from Pajaro Valley Unified School District (PVUSD) including parents, teachers, members of the Board of Trustees, site, and district office administrators.

PVUSD is committed to continuous improvement in student achievement. Therefore, the ADT developed the Comprehensive Accountability Framework (CAF) to define and ensure progress in meeting district and site-based goals. The foundation of this framework is the belief that accountability for student learning is the responsibility of all the stakeholders in the District and leadership is shared by students, parents, staff, the Board of Trustees, and the community. All stakeholders have a common interest in high student achievement and benefit from quality PVUSD schools and the services they provide to children of the community. The CAF encourages and provides opportunities for all stakeholders to be actively engaged in continuously improving student achievement.

The purpose of the CAF is to clarify and focus the district-wide work and resources that best benefit our students and their educational goals. The work of the ADT supports, reinforces and validates the district vision, and puts forth procedures to carry out the district's mission and goals:

PVUSD Mission Statement

Our mission is to educate and support learners in reaching their highest potential. We prepare students to pursue successful futures and to make positive contributions to the community and global society.

PVUSD Goals

The CAF provides a structure that will guide PVUSD in meeting the following PVUSD goals:

Following are the PVUSD goals:

1. *PVUSD will provide academic challenges for all students and will support and maintain programs that are successful and help build new opportunities so we keep all students engaged in their learning.*

2. *PVUSD will provide a consistent and strategic program to achieve the goal of English acquisition.*
3. *PVUSD will ensure that all schools provide a safe, healthy, and positive school environment for students and staff.*
4. *PVUSD will attract, hire, develop and retain an excellent professional staff throughout the district.*
5. *PVUSD will engage and sustain the trust, involvement, and responsibility of all parents and community to promote collaborative programs which result in high levels of success for all students.*
6. *PVUSD will maintain a balanced budget while effectively maximizing all resources to fulfill educational priorities.*

The CAF will assist in ensuring PVUSD's commitment to continuous improvement where outstanding teaching and learning are demonstrated, supported, and celebrated. This framework will serve as a constructive tool to focus policy, leadership initiatives, and specific strategies on continuous improvement. The CAF includes both the *District-Wide Performance Indicators* and the *School Site and District Department Performance Indicators* that put the District's goals into measurable terms. This framework provides a plan for analyzing relevant assessment data and other pertinent information with the ultimate goal of improving academic achievement for all students. Furthermore, this framework establishes the plan for communication among students, parents, staff, Board of Trustees, and the community. In addition, the CAF guides the development and implementation of research-based educational initiatives that are most effective in PVUSD schools. This information provides a foundation for individual school and district department improvement plans.

The CAF creates a transparent system for reciprocal accountability that is student-centered, educator-generated, and data-driven. The system goes beyond test scores as the sole measure of student achievement. Multiple indicators will be considered and analyzed when monitoring progress toward meeting district goals. The CAF provides three levels of indicators from which to gauge progress toward meeting the district-wide goals:

- **District-Wide Performance Indicators** provide evidence of progress toward achieving district-wide goals through a variety of quantitative performance data. This will provide the focus for writing school site and district department improvement plans
- **School Site and District Department Performance Indicators** measure performance and provide evidence of progress toward meeting school site and district department goals. These measurements come from a variety of quantitative sources
- **Reflections and Next Steps** provide a qualitative narrative focused on the impact of school site and district department efforts made toward continuous improvement. *Reflections and Next Steps* is included in improvement plans, providing a context for that improvement often not apparent in quantitative data. This narrative gives insights into the programs, projects, and strategies implemented toward meeting goals and objectives and provides next steps toward continuous improvement

PVUSD is mandated to perform as specified by federal, state and local guidelines, laws, policies, and procedures. Governing these are federal, state, local laws, and Board of Trustees' policies and procedures. The results of federal and state performance assessments such as, Annual Yearly Progress

(AYP) and Annual Performance Indicators (API) as well as profiles such as the School Accountability Report Card (SARC) serve as indicators for the progress of the District. The CAF is aligned to support these performance standards and focuses the District's efforts on continuous improvement and student achievement.

Local Measures of Student Performance

(other than State-level assessments)

Per NCLB Section 1112 regarding Local Educational Agency Plans, each LEA must provide the following descriptions in its Plan:

A description of high-quality student academic assessments, *if any*, that are in addition to the academic assessments described in the State Plan under section 1111(b) (3), that the local educational agency and schools served under this part will use to:

- a) Determine the success of students in meeting the State student academic achievement standards and provide information to teachers, parents, and students on the progress being made toward meeting student academic achievement standards;
- b) Assist in diagnosis, teaching, and learning in the classroom in ways that best enable low-achieving students to meet State student achievement academic standards and do well in the local curriculum;
- c) Determine what revisions are needed to projects under this part so that such children meet the State student academic achievement standards; and
- d) Identify effectively students who may be at risk for reading failure or who are having difficulty reading, through the use of screening, diagnostic, and classroom-based instructional reading assessments.

If the LEA uses such assessments in addition to State Academic assessments, please provide a succinct description below, and indicate grade levels and students served with such assessments.

Also, please describe any other indicators that will be used in addition to the academic indicators described in Section 1111 for the uses described in that Section.

The Pajaro Valley Unified School District (PVUSD) has developed an assessment program aligned to California State Content Standards in mathematics and English-language arts. The assessment program is designed to inform teachers about the instructional program and to inform students about their academic achievement.

PVUSD uses common benchmark assessments for two content areas: mathematics and English-language arts. The mathematics benchmarks are administered four times each year in grades 2-7, pre-Algebra, Algebra One, Geometry, and Algebra Two. In English-language arts, common benchmarks are administered in grades 1-12. The Educational and English Learner Services Department continues to work with teachers and site administrators in identifying power standards, and creating pacing guides and common benchmark assessments for social studies and science in grades 6-12.

State-level summative assessments, local benchmark and other formative assessment data is stored in DataDirector, the district's assessment database. The program provides access to pre-built and custom reports which be generated and used by teachers and administration to analyze results globally (by district or site) and individually (by teacher or student). Sites can disaggregate results by any number of demographic filters (e.g., grade level, gender, language fluency, and program participation).

Performance Goal 1: All students will reach high standards, at a minimum, attaining proficiency or better in reading and mathematics, by 2013-14.

Planned Improvement in Student Performance in Reading

(Summarize information from district-operated programs and approved school-level plans)

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
1. Alignment of instruction with content standards: a) Implement Common Core State Standards b) Revise and Implement District Benchmarks, District Assessment Guides, District Pacing Guides to align with CCSS c) Utilize District Content Coaches d) Create and Implement Writing Performance Tasks K - 12	a) District Curriculum Committee, Training presentations to district instructional leaders and teachers, SBC Professional Development, LA/ELD Coordinator / <i>Ongoing</i> b) Teachers, LA/ELD Coordinator, LA/ELD TOSA, Assessment & Accountability Coordinator/ c) Three TOSA's supporting site teachers in all subject areas, including ELD/ <i>Ongoing</i> d) Ongoing meetings with teachers, AC, ELS's, LA/ELD Coordinator / <i>4 – 5 times/year</i>	Supplemental pay Substitutes Salary Costs Translations Salary Costs Substitute Costs	\$ 20,000 \$175,000 \$270,000 \$ 20,000	Title I Title I Title III Title I Title III Title I
2. Use of standards-aligned instructional materials and strategies: a) Continue to implement Renaissance Learning (Accelerated Reader, STAR Early Literacy, STAR Reading, STAR Spanish) to support student independent reading	a) Students use on a daily basis/ <i>On-site support 3-4 times/year from Renaissance Learning</i> and ACs, ELSs, LMTs, LA/ELD Coordinator, Principals attend AR	Previous contract		

b) Support Response to Instruction (Targeted homogenous instruction during LA block across grade level) c) Provide Training and Support for Inside and Edge Secondary ELD Implementation d) Continued support for Systematic English Language Development for Elementary	Round Table/ <i>3x per year</i> b) 9 Elementary School sites with outside consultant/ <i>4/times year</i> c) District TOSA supports ELD teachers and ELSs in secondary schools/ <i>Ongoing</i> d) District TOSA supports teachers on site with implementation for continued support/ <i>Ongoing</i>	RTI Consultant None None	\$162,000	Title I
3. Extended learning time: a) Small group instruction b) Read 180 and System 44 instruction	a) Various sites offer a second block of ELA time devoted to small group instruction./ <i>Ongoing</i> . b) Special Education teachers are using Read 180 and/or System 44/ <i>Ongoing</i> .	Site supported Site License upgrades	\$50,000	Special Ed.

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>4. Increased access to technology:</p> <p>a) Continue to Support Renaissance Learning</p> <p>b) Support Read 180 and System 44</p> <p>c) Continue use of Lexia & Achieve 3000 (Kid Biz)</p> <p>d) Collaborative Planning with Technology Department</p>	<p>a) All elementary and middle and two high schools use Accelerated Reader on a daily basis/ <i>Ongoing</i></p> <p>b) Both programs have a strong technological component to the daily lessons/ <i>Ongoing</i></p> <p>c) Used at school sites to support reading instruction/ <i>Ongoing</i></p> <p>d) Monthly meeting to provide updates regarding technology directed by Director of Ed. and Educational Services/ <i>Ongoing</i></p>	Previously purchased licenses for all software listed in this section		
<p>5. Staff development and professional collaboration aligned with standards-based instructional materials:</p> <p>a) LA Curriculum Committee (CCSS, Benchmark/Writing Performance Task review and input</p> <p>b) Renaissance Learning</p>	<p>a) 4-5 full-day meetings held each school year with reps. from every school and grade level, including special ed., migrant ed., and adult ed., LA/ELD Coordinator /<i>Ongoing</i></p> <p>b) Trainer of Trainer training</p>	<p>See 1(a)</p> <p>See 2 (a)</p>		

	and coaching for ACs, ELSs and LMTs, LA/ELD Coordinator, / <i>Ongoing</i>			
c) Systematic English Language Development	c) Use of district and outside trainers / <i>Ongoing</i>	Training materials, trainers, substitutes	\$20,000	Title III
d) Site Academic Assessment and Accountability Coordinators	d) Monthly training directed by Director of Educational and English Language Services, Support from LA/ELD Coordinator/ <i>Ongoing</i>	None		
e) English Learner Specialists				
f) Data Director	e) Monthly training directed by Director of Ed. and EL Services, LA/ELD Coordinator, District Coaches/ <i>Ongoing</i>	None		
g) Data Teams	f) Site-based teacher training provided by site administrators. District training provided for site administrators, Assessment & Accountability Coordinator and LA/ELD Coordinator/ <i>Ongoing</i>	None		
	g) Ongoing support for data team leads, site and district administrators/ <i>Ongoing</i>	Outside consultants	\$20,000	Title 1

<p>6. Involvement of staff, parents, and community (including notification procedures, parent outreach, and interpretation of student assessment results to parents):</p> <p>a) Accelerated Reader Home Connect and STAR Reading Reports from Renaissance Learning</p> <p>b) Annual Parent Conference</p> <p>c) Data Director-Student Reports</p> <p>d) Placement Process: Articulate district protocols for transition from elementary to middle school/junior high, from middle school/junior high to high school, and high school to college or career/technical training programs</p>	<p>a) Teachers, AR Site Representative and/or administrator shares this information with parents / <i>Ongoing</i></p> <p>b) District TOSA organizes this conference held in February each year.</p> <p>c) Specific student reports generated from Data Director list all district and state level assessments. Assessment & Accountability Coordinator, LA/ELD Coordinator/<i>Ongoing</i></p> <p>d) Site Administration, Department Chairs, Guidance Counselors, ELSs and District Leadership/<i>Ongoing</i></p>	<p>None</p> <p>Conference Costs</p> <p>None</p> <p>None</p>	<p></p> <p>\$20,000</p> <p></p> <p></p>	<p></p> <p>Title III Title I</p> <p></p>
<p>7. Auxiliary services for students and parents (including transition from preschool, elementary, and middle school):</p> <p>a) Support for Incoming Kindergarteners: Deliver LA/ELD information to parents at the Kinder Round Up parent workshop</p> <p>b) Common Core Transition: Develop and deliver web-based information and support for parents and students to understand the changes associated with new standards' implementation.</p>	<p>a) District TOSAs, Site Administration / <i>Ongoing</i></p> <p>b) LA/ELD Coordinator, Math Coordinator and Assessment & Accountability Coordinator/<i>Ongoing</i></p>	<p>None</p> <p>None</p>	<p></p> <p></p>	<p></p> <p></p>

<p>8. Monitoring program effectiveness:</p> <p>a) Data Director</p> <ul style="list-style-type: none"> i. Assemble development teams to rework existing yearly benchmarks to mirror Smarter Balanced Assessment Consortia's Common Core assessment structure and content ii. Monitor administration of assessments iii. Monitor scanning of benchmarks into Data Director iv. Provide reports to stakeholders <p>b) STAR Reading/Accelerated Reader</p> <p>c) District Leadership Summits</p>	<p>a) Grade-level teacher leaders, Site Site Leadership, LA/ELD Coordinator, Assessment & Accountability Coordinator/<i>2013-2014 school year</i></p> <p>b) Results from computerized assessments and updates on reading progress given to District Leadership, LA/ELD Coordinator oversees with site leads <i>/Ongoing</i></p> <p>c) Principals provide updates of program effectiveness to district leadership/<i>yearly</i></p>	<p>See 1(a)</p> <p>Previous contract</p> <p>None</p>		
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9. Targeting services and programs to lowest-performing student groups:				
a) Systematic English Language Development	a) LA/ELD Coordinator, District TOSAs, grade-level teachers and site administrators/ <i>Ongoing</i>	Substitutes, materials	\$20,000	Title III
b) Response to Instruction				
c) Renaissance Learning (Accelerated Reader)	b) LA/ELD Coordinator, District TOSAs, ELSS, grade-level teachers and site administrators/ <i>Ongoing</i>	Itemized in 1(b)		
d) Data Teams	c) LA/ELD Coordinator, District TOSAs, ELSS, district instructional technology staff, grade-level teachers and site administrators/ <i>Ongoing</i>	Previous Contract		
	d) LA/ELD Coordinator, District TOSAs, ELSS, grade-level teachers and site administrators/ <i>Ongoing</i>	None		
10. Any additional services tied to student academic needs:				
Supplemental small group instructional interventions offered to migrant students during the day.	11 Migrant Teachers	Salaries for teachers	\$1,098,000	Title I Part C, Migrant Education

Performance Goal 1: All students will reach high standards, at a minimum, attaining proficiency or better in reading and mathematics, by 2013-14.

Planned Improvement in Student Performance in Mathematics

(Summarize information from district-operated programs and approved school-level plans)

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
1. Alignment of instruction with content standards: a. Curriculum Mapping – Alignment of Power Standards, District Assessment and Pacing Guides to Common Core Standards in Grades K- Algebra II <ul style="list-style-type: none"> • Revise Power Standards • Revise District Assessment Guides • Revise Pacing Guides 	a. Grade-level teacher leaders, Math Coordinator, <i>2013-2014 School Year</i>	a. Substitute costs, supplies and materials	\$20,000	Title 1
2. Use of standards-aligned instructional materials and strategies: a) Materials – Provide curricular resources to support instruction of Common Core Standards not aligned to particular grade levels in current adoption <ul style="list-style-type: none"> i. Review and purchase bridge materials ii. Identify curricular resources in open source repositories iii. Continue membership in the Silicon Valley Math Initiative (SVMI) to provide on-going access to performance tasks, instructional tools, and professional network meetings b) Strategies – Provide professional learning workshops for teachers and site's instructional leaders	a) Grade-level teacher leaders, Math Coordinator, Site Administrators <i>2013-2014 School Year</i> b) Math Coordinator, Assessment, Accountability Coordinator, SVMI Mathematics Specialists, <i>2013-2014 school year</i>	None		

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<ul style="list-style-type: none"> i. Develop and deliver monthly curriculum and assessment trainings ii. Schedule SVMI trainings at the district office iii. Create an online training center to house training content 				
<p>3. Extended learning time:</p> <p>a) Computer-Based Instruction</p> <ul style="list-style-type: none"> i. Continue the use of computer-based instruction as a prescriptive intervention and acceleration tool ii. Provide teacher and site academic leaders with support in program content, student achievement data interpretation, and implementation strategies 	<p>a) Math Coordinator, district technology support staff, site's technology liaison and district instructional technology staff, <i>2013-14 school year</i></p>	<p>0.5 TOSA Salary Software license fees</p>	<p>\$ 75,000</p>	<p>Title I</p>
<p>4. Increased access to technology:</p> <p>a) Computer-based instruction</p> <ul style="list-style-type: none"> i. Provide standards-based, economical, web-based, adaptive learning software to students throughout the district ii. Support district implementation using blended learning formats 	<p>a) Math Coordinator, district technology support staff, site's technology liaison and district instructional technology staff, <i>2013-14 school year</i></p>	<p>See 3 (a)</p>		

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>5. Staff development and professional collaboration aligned with standards-based instructional materials:</p> <p>a) Data Team support, Grades K- Algebra II</p> <p>b) Vertical and horizontal collaboration</p>	<p>a) Math Coordinator, grade-level teachers, and site administrators, <i>2013-14 school year</i></p> <p>b) Math Coordinator, grade-level teachers, and site administrators, <i>2013-14 school year</i></p>	<p>See 2 (a) & (b)</p> <p>None</p>		
<p>6. Involvement of staff, parents, and community (including notification procedures, parent outreach, and interpretation of student assessment results to parents):</p> <p>a) Placement Process: Articulate district protocols for transition from elementary to middle school/junior high, from middle school/junior high to high school, and high school to college or career/technical training programs</p>	<p>a) Site admin team, department chairs, guidance counselors, and district leadership, <i>2013-14 school year</i></p>	<p>None</p>		
<p>7. Auxiliary services for students and parents (including transition from preschool, elementary, and middle school):</p> <p>a) Support for Incoming Kinders: Deliver math information to parents at the Kinder Round Up parent workshop</p> <p>b) Common Core Transition: Develop and deliver web-based information and support for parents and students to understand the changes associated with new standards' implementation</p>	<p>a) District TOSAs, <i>2013-14 school year</i></p> <p>b) Math Coordinator, <i>2013-14 school year</i></p>	<p>None</p> <p>None</p>		

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>9. Targeting services and programs to lowest-performing student groups:</p> <p>a) Data Team support, Grades K-HS Mathematics</p> <p>b) Vertical and horizontal collaboration</p> <p>c) Computer-based instruction</p> <p>i. Provide low-cost, web-based, adaptive learning software to students throughout the district</p> <p>ii. Support district implementation using blended learning formats</p>	<p>a) Math Coordinator, grade-level teachers, and site administrators, <i>2013-2014 school year</i></p> <p>b) Math Coordinator, grade-level teachers, and site administrators, <i>2013-2014 school year</i></p> <p>c) Math Coordinator, grade-level teachers, site administrators, site's technology liaison, and district instructional technology staff, <i>2013-2014 school year</i></p>	<p>See 2 (a) & (b)</p> <p>None</p> <p>See 3 (a)</p>		
<p>10. Any additional services tied to student academic needs:</p> <p>Supplemental small group instructional interventions offered to migrant students during the school day.</p>	<p>11 Migrant Teachers</p>	<p>Salaries for teachers</p>	<p>\$1,098,000</p>	<p>Title 1 Part C, Migrant Education</p>

Performance Goal 2: *All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.*

Planned Improvement in Programs for LEP Students and Immigrants (Title III)

(Summarize information from district-operated programs and approved school-level plans)

1. (Per Sec. 3116(b) of NCLB, this Plan must include the following:
 - a. Describe the programs and activities to be developed, implemented, and administered under the subgrant;

English Language Mainstream (ELM)

The English Language Mainstream classroom is designed for students who are either native English speakers, fluent English proficient, or have acquired reasonable fluency in English. K-12 English learner students who have been assessed on the CELDT and have found to be at “reasonable levels of fluency in English” receive daily instruction in ELD and grade-level instruction in the core content areas with ongoing attention paid to the language demands of the instruction. SDAIE strategies are used in the ELM program. Teachers who work with EL students in the ELM program possess appropriate state authorizations.

Structured English Immersion (SEI):

Instruction in the SEI program is overwhelmingly in English. This program allows the use of primary language and primary language materials (up to 30% of the time), as appropriate, to meet student needs. Core content instruction is based on state grade level standards, and teachers utilize appropriate strategies to ensure comprehensibility of instruction. Both ELD and SDAIE content courses are taught by teachers with the appropriate state authorizations. Parents are notified annually regarding student placement.

The Alternative Bilingual Education Program Options:

- **K-8 Dual Language Biliteracy Model**
Students receive instruction and support in both English and Spanish. Academic instruction provides access to the core curriculum in both languages and develops literacy in the native language while developing literacy in the second language. Students are expected to be at grade level in English by 3rd grade but no later than fifth grade.
- **Early Exit 50/50 Transitional Bilingual Model**
Students in grades K-3 receive support in both Spanish and English. Spanish reading/language arts instruction is provided in the early grades as a foundation for the development of English literacy which begins in Kindergarten. Some content instruction is provided in Spanish and transition to English is planned and purposeful. Students are expected to achieve reasonable fluency in English within 2 to 3 years.
- **Late Exit 70/30 Developmental Bilingual Model**
Students in grades K- 5 receive instruction and support in the targeted primary language and English. Academic instruction provides access to the core curriculum in both languages and develops literacy in the native language while developing literacy in the second language. Students are expected to be at grade level in English by their 3rd year and reclassify no later than fifth grade. Students are expected to meet all grade level standards and assessments.

- **Newcomer Bilingual Program Model**

Students receive instruction and support in both the primary language and English. Instruction begins at 50% in each language increasing in English during the year. Language Arts is provided in the primary language and skills are transferred to English. Some content instruction is provided in the primary language and transition to English is planned and purposeful so it occurs as rapidly as possible without sacrificing or delaying the learning of the academic core content. Students are expected to achieve reasonable fluency in English within 1 to 3 years depending on the amount of prior schooling in their native country/language.

b. Describe how the LEA will use the subgrant funds to meet all annual measurable achievement objectives described in Section 3122;

PVUSD will use Title III funds to provide the following support services to EL students:

- District Teachers on Special Assignment (TOSAs) will work with the Director of Educational and English Learner Services to identify/develop common formative assessments and benchmarks to guide ELD instruction district-wide. Support and training will be provided through the monthly English Learner Specialist and Site Academic Coordinator meetings and additional times as needed.
- Teachers on Special Assignment (TOSAs) will assist in the implementation and monitoring of the District's Master Plan for English Learners. TOSAs will provide demonstrations to schools on best instructional practices.
- With assistance from the Department of Educational and English Learner Services each site (including classroom teachers and administrators) will monitor program implementation, use data to inform program improvement decisions and improve program implementation.
- Professional development will be provided in the areas of Systematic English Language Development (elementary) and Inside/ Edge (secondary). TOSAs and administrators monitor the implementation of the skills learned during professional development to ensure the effects of the PD are systematic and consistent with the Title III Addendum and Action Plan remedies.

c. Description of how the LEA will hold elementary and secondary schools accountable.

PVUSD schools are expected to continue to meet the following State Board of Education approved AMAO's for annual ELL student growth. English Learners will meet or exceed the state Annual Measurable Academic Objectives (AMAOs) for English language acquisition, as measured by the California English Language Development Test (CELDT) and described in the Title III Addendum and Action Plan.

Year	AMAO 1 Percent Making Annual Gains on CELDT	AMAO 2 Percent at English Proficient level <i>Less than 5 years</i>	AMAO 2 Percent at English Proficient level <i>5 years or more</i>
2012-2013	57.5%	21.4%	22.8%
2013-2014	59%	47%	49%

All schools develop a School Plan that is updated annually and approved by the School Site Council and the Board of Education. The School Plans are aligned with the District's Comprehensive Accountability Framework (CAF) and contain student achievement goals and measurable benchmarks that are consistent with the CAF:

GOAL 1: Provide academic challenges for all students. Support and maintain programs that are successful and help build new opportunities so we keep all students engaged in their learning.

GOAL 2: PVUSD will provide a consistent and strategic program to achieve the goal of English acquisition.

District-Wide Performance Indicators	Data Source	Disaggregate by Subgroup	Data collected and included in improvement plan
Percentage of students scoring proficient or above in reading, writing, math, social studies, science	CST, STS, CMA, CAPA, District Benchmarks	Yes	
Percentage of students progressing one or more levels per year in reading, writing, math, social studies, science	CST, STS, CMA, CAPA	Yes	
Percentage of English learners progressing one or more levels per year	CELDT, CST (separately and together)	No	
Percentage of students attending schools 95% or more of the time	District Student Information System	Yes	
Percentage of eighth graders meeting promotion requirements	District Student Information System	Yes	
Percentage of high school students with credit on track to graduate in four years by grade level	District Student Information System	Yes	
Percentage of 10 th grade students passing CAHSEE	CAHSEE	Yes	
Percentage of students enrolled in AP classes	District Student Information System	Yes	
Percentage of students in AP classes who pass AP exams	District Student Information System	Yes	
Percentage of graduates who receive a high school diploma (Pass CAHSEE & meet grade requirements)	District Student Information System	Yes	
Percentage of graduating seniors who have been accepted to colleges and universities	CAL-PASS	Yes	
Percentage of 5 th , 7 th and 9 th graders who achieve Proficiency on the state Physical Fitness exam	BMI baseline readings (kindergarten), State test data	Yes	

All EL student information is recorded in a district database that is accessible to individual sites and teachers via the Internet. Site staff members input student information/ assessment data and download reports from this database. A thorough data analysis is completed on an annual basis when School Plans are updated. In addition, schools monitor and report on progress towards student achievement goals on a quarterly basis.

In PVUSD, the English Language Development growth of English learners is measured by annual growth on the CELDT. Academic growth in reading/language arts and math is measured on an annual basis by student performance on the California Standards Test. Curriculum embedded assessments are used to monitor student academic growth on a formative basis and to inform instruction. Use of Data Team process monitors students for modification of instruction, implementation of instructional strategies, or immediate intervention.

d. Description of how the LEA will promote parental and community participation in LEP programs.

PVUSD has a strong parent component that supports a full partnership between the home and the school. State and federal advisory committees exist at school site and the district levels. In addition, school sites, Migrant Education, Extended Learning, Adult Education, SELPA and the Categorical Programs department sponsor a variety of ongoing opportunities for parents to realize the goal of a full partnership. These opportunities include: an annual Parent conference, parent forums, Latino Family Literacy, Literatura Infantil, and specific topics on student achievement. The district employs a TOSA parent trainer to assist sites to implement the above mentioned initiatives.

Advisory Committees

All schools with at least 21 English Learners have elected English Learner Advisory Committees (ELAC). The school site ELAC selects a representative to the District English Learner Advisory Committee (DELAC). This person reports to the ELAC pertinent information disseminated at the DELAC meetings. Both ELAC and DELAC parent representatives receive materials and training appropriate to assist them in carrying out their responsibilities.

The Director of Educational Services and English Learner Services and District Teacher on Special Assignment (TOSA) oversee the functions of the DELAC to ensure that the following occur:

- That each school site is represented at monthly DELAC meetings;
- That officers are elected to serve on the DELAC: President, Vice-President, Secretary and Membership Chairperson, as detailed in the PVUSD DELAC By-laws;
- That parents receive timely information, training and guidance to adequately make decisions at the school sites concerning English Learners;
- Meetings are held seven times per year at the district office.

Parent Education Opportunities

The district and the school sites offer parent education opportunities based on identified needs. Suggested topics include the following:

- Leadership training for ELAC and DELAC committee members;
- Leadership training for School Site Council members;
- Programs available at different school sites;
- Successful instructional models and innovative programs;

- Information to all parents on district programs for ELL students: SEI, Mainstream Programs, and all alternative program models;
- Programs (i.e., GATE, Special Education) for English learners with special needs;
- Strategies for assisting children with literacy and with other homework;
- Graduation, college entrance information;
- Career awareness for students and parents;
- Understanding achievement test data for their children and their school;
- Understanding state standards and the standards-based report cards;
- Information about the educational system and advocacy for their children.

2. Description of how the LEA will provide high quality language instruction based on scientifically based research (per Sec. 3115(c)).

The effectiveness of the EL programs will be determined by the increase in:

- English proficiency; and
- Academic achievement in the core academic subjects

PVUSD currently offers daily ELD, SDAIE, and/or primary language instruction in the core academic subjects in its SEI, ELM and alternative program models for the ELL students. Standards-aligned content curricula and instruction are implemented at all sites. The Data Team Process in place at all sites ensures that ongoing monitoring of student progress takes place. The Title III Addendum and Action Plan outline remedies for not meeting ELD and content accountability measures.

3. Description of the LEA will provide high quality professional development for classroom teachers, principals, administrators, and other school or community-based personnel.

In order for administrators, teachers, parents and the community to meet the needs of EL students at all proficiency levels, they must participate in a comprehensive standards-based professional development program. The District's Comprehensive Accountability Framework (CAF) sets forth both Site and District-Wide Performance Indicators regarding high quality professional development for teachers, administrators and other school or community-based personnel. The CAF requires that all professional development address the following:

- Theoretical Understanding
- Demonstrations
- Practice and Feedback
- On-the-Job Coaching

Title I and Title III funds will be used to design and implement a professional development plan that is aligned with and supporting the high quality instructional practices outlined in the CAF.

Allowable Activities	4. Upgrade program objectives and effective instruction strategies.	<u>Yes or No</u>	If yes, describe: On a monthly basis, the Director of Educational and EL Services, along with department staff, meet with elementary Site Academic Coordinators and secondary English Learner Specialists. These meetings ensure district-wide articulation, consistent program implementation and coordination. These meetings focus on: <ul style="list-style-type: none"> • Effective support strategies for EL students • The pedagogy of coaching and modeling lessons • Use of data to inform instruction
		Description of how the LEA is meeting or plans to meet this requirement.	
Allowable Activities	5. Provide – a. tutorials and academic or vocational education for LEP students; and b. intensified instruction.	<u>Yes or No</u>	If yes, describe: All extended learning services are coordinated and focused to ensure maximum effectiveness. Extended learning opportunities are part of a school-wide strategy to increase the academic success of students who are at risk of failure. These interventions are designed to remedy and/or accelerate diagnosed areas of student need. The departments of Migrant Education and Extended Learning Programs also provide after school programs using a variety of state and federal funding.
	6. Develop and implement programs that are coordinated with other relevant programs and services.	<u>Yes or No</u>	If yes, describe: District-wide coordination of programs and services occurs through the following structures: <ul style="list-style-type: none"> • Weekly Cabinet meetings • Monthly meetings for elementary principals, secondary principals and Leadership Team (includes all administrators) • Monthly meetings of ELSs, Site Academic Coordinators, and Department of Educational and English Learner Services

	<p>7. Improve the English proficiency and academic achievement of LEP children.</p>	<p><u>Yes or No</u></p>	<p>If yes, describe:</p> <p>In order to facilitate the timely, appropriate placement of English Learners, the district conducts centralized oversight of initial and annual CELDT testing.</p> <p>ELD programs have been purchased for middle, high schools, and elementary schools. Training and ongoing coaching is being provided at all three grade spans. Coaching is provided by the Department of Educational and English Learner Services to classroom teachers, ELS's, and administrators. All programs will continue to be monitored for consistent implementation across sites and grade levels.</p> <p>The District's Comprehensive Accountability Framework (CAF) outlines the implementation of the Data Team Process at all school sites to ensure a focus on student-centered learning and support for that learning. All PVUSD employees will be part of a Data Team. Data Teams are small grade-level or department teams that examine individual student work generated from common formative assessments. All Data Teams follow a collaborative, structured process that focuses on the effectiveness of teaching and learning for all students. Data Teams also plan how to deliver interventions and accelerate learning to meet the diverse needs of their students.</p>
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		Description of how the LEA is meeting or plans to meet this requirement.	
Allowable Activities	8. Provide community participation programs, family literacy services, and parent outreach and training activities to LEP children and their families – <ul style="list-style-type: none"> ○ To improve English language skills of LEP children; and ○ To assist parents in helping their children to improve their academic achievement and becoming active participants in the education of their children. 	<u>Yes or No</u>	<p>If yes, describe:</p> <p>The district has hired a Parent Education Trainer (TOSA) whose major responsibilities include the facilitation of the District English Learner Advisory Committee (DELAC), training of D/ELAC membership, and implementation of parent involvement projects at the district and school sites.</p> <p>District staff will continue to work with school sites to inform parents of their rights to participate in school governance organizations and to coordinate education offerings. Parents stated needs generated through ELAC and DELAC will be addressed in the parent education program.</p>
	9. Improve the instruction of LEP children by providing for – <ul style="list-style-type: none"> ○ The acquisition or development of educational technology or instructional materials ○ Access to, and participation in, electronic networks for materials, training, and communication; and ○ Incorporation of the above resources into curricula and programs. 	<u>Yes or No</u>	<p>If yes, describe: The district maintains several databases to allow teachers and administrators access to information relative to the EL programs. Our Extended Learning program has provided most sites with hardware, software and training to implement computer-assisted instruction programs in reading, writing, mathematics and ELD. In additions, the <i>Rosetta Stone</i> and <i>Imagine Learning</i> software programs are being piloted at some district sites. <i>Successmaker</i> has been purchased and is in use at all elementary and middle school sites to support students struggling in mathematics.</p>
	10. Other activities consistent with Title III.	<u>Yes or No</u>	<p>If yes, describe:</p> <p>The district has submitted and regularly monitors its Title III Addendum and Action Plan to Remedy.</p>

Plans to Notify and Involve Parents of Limited-English-Proficient Students

Parents of Limited-English-Proficient students must be notified: The outreach efforts include holding and sending notice of opportunities for regular meetings for the purpose of formulating and responding to recommendations from parents.	Description of how the LEA is meeting or plans to meet this requirement.
<div data-bbox="184 699 218 927" style="writing-mode: vertical-rl; transform: rotate(180deg);">Required Activity</div> <ol style="list-style-type: none"> 1. LEA informs the parent/s of an LEP student of each of the following (per Sec. 3302 of NCLB): <ol style="list-style-type: none"> a. the reasons for the identification of their child as LEP and in need of placement in a language instruction educational program; b. the child's level of English proficiency, how such level was assessed, and the status of the student's academic achievement; c. the method of instruction used in the program in which their child is or will be, participating, and the methods of instruction used in other available, programs, including how such programs differ in content, instruction goals, and use of English and a native language in instruction; d. how the program in which their child is, or will be participating will meet the educational strengths and needs of the child; e. how such program will specifically help their child learn English, and meet age appropriate academic achievement standards for grade promotion and graduation; f. the specific exit requirements for such program, the expected rate of transition from such program into classrooms that are not tailored for limited English proficient children, and the expected rate of graduation from secondary school for such program if funds under this title are used for children in secondary schools; g. in the case of a child with a disability, how such program meets the objectives of the individualized education program of the child; 	<p>The process for enrollment and language proficiency assessment is described in the PVUSD master Plan for Services to English Learners.</p> <ul style="list-style-type: none"> • Parents take their child/ren to their neighborhood school in order to enroll. Parents fill out enrollment paperwork. • The student's English language proficiency will be assessed within a day or two of enrollment. An initial assessment of the EL's primary language is conducted as soon as possible after the completion of the English language assessment, as part of the enrollment process. Assessments are coordinated by the district's Language Assessment Resource Center (LARC). • Upon completion of testing, the parents are notified of the assessment results and are given a description of the default program placement. Parents are also provided an explanation of all available programs and alternative model options and discuss the benefits of each. Once the program and alternative model options have been explained, the parents of English Learners are informed of their right to apply for a parental exception waiver • A copy of all Parental Exception Waivers and requests, and requests to be placed in an English Language Mainstream program are kept on file at the school site. * The parent notification letter and annual Title III letter are sent home to the parents.

		Description of how the LEA is meeting or plans to meet this requirement.
Required Activity	<p>h. information pertaining to parental rights that includes written guidance detailing –</p> <ul style="list-style-type: none"> i. the right that parents have to have their child immediately removed from such program upon their request; and ii. the options that parents have to decline to enroll their child in such program or to choose another program or method of instruction, if available; iii. the LEA assists parents in selecting among various programs and methods of instruction, if more than one program or method is offered by the LEA. 	
<p>Note: Notifications must be provided to parents of students enrolled since the previous school year: not later than 30 days after the beginning of the schools year. If students enroll after the beginning of the school year, parents must be notified within two weeks of the child being placed in such a program.</p>		
<p>LEA Parent Notification Failure to Make Progress If the LEA fails to make progress on the annual measurable achievement objectives it will inform parents of a child identified for participation in such program, or participation in such program, of such failure not later than 30 days after such failure occurs.</p>		

Plans to Provide Services for Immigrants

IF the LEA is receiving or planning to receive Title III Immigrant funding, complete this table (per Sec. 3115(e)).		Description of how the LEA is meeting or plans to meet this requirement.	
Allowable Activities	1. Family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children:	Yes or No	If yes, describe: N/A
	2. Support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth:	Yes or No	If yes, describe: N/A
	3. Provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth;	Yes or No	If yes, describe: N/A
Allowable Activities	4. Identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds:	Yes or No	If yes, describe: N/A

IF the LEA is receiving or planning to receive Title III Immigrant funding, complete this table (per Sec. 3115(e)).		Description of how the LEA is meeting or plans to meet this requirement.	
	5. Basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services:	Yes or No	If yes, describe: N/A
	6. Other instruction services designed to assist immigrant children and youth to achieve in elementary and secondary schools in the USA, such as programs of introduction to the educational system and civics education:	Yes or No	If yes, describe: N/A
Allowable Activities	7. Activities coordinated with community-based organizations, institutions of higher education, private sector entities, or other entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services:	Yes or No	If yes, describe: N/A

Performance Goal 3: *By 2005-06, all students will be taught by highly qualified teachers.*

Summary of Needs and Strengths for Professional Development

Based on a needs assessment of teacher data for your district, include a narrative that describes areas of needed professional development and areas where adequate professional development opportunities exist.

[Description of activities under Title II, Part A, Subpart 1, Grants to LEA]

STRENGTHS	NEEDS
<p>The district has a culture that emphasizes the building of a learning community with paraprofessionals, certificated staff and administration. Rigorous standards for hiring and training support the increased performance of the district's students. Partnerships with local universities promote the building of the "grow your own" system. The district is also a partner with the nationally recognized UCSC New Teacher Project (SCNTP). All of the district's first and second year teachers participate in the program and receiving intensive coaching and professional development. New administrators to PVUSD receive coaching, support, and training from the New Administrator Project for their first two years as well. At this time 100% of all paraprofessionals in schools receiving Title I funds are NCLB compliant. The Human Resources Department is planning to implement a targeted, centralized recruitment plan to fill openings as early as possible once enrollment projections are established. The district goal is to ensure that its teachers are highly qualified and NCLB compliant. At the end of the 10'-11' year, it is a District goal. In addition, the district will maintain its commitment to 100% of its teachers having CLAD authorizations.</p>	<p>By November, 2012, less than 1% of the district's 1000 teachers did not meet the credentialing requirements of teachers with appropriate certification to work with ELL students; CLAD or BCLAD certification.</p> <p>The recruitment and retention of teachers continues to be a challenge in the following areas: math, science, special education, especially, speech & language, bilingual education.</p> <p>The district continues to struggle with teachers and administrators seeking employment in other districts due to the high cost of living in the immediate area. This becomes the biggest issue between the fifth and seventh years of teaching</p>

Performance Goal 3: *By 2005-06, all students will be taught by highly qualified teachers.*

Planned Improvements for Professional Development (Title II)

(Summarize information from district-operated programs and approved school-level plans)

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>1. How the professional development activities are aligned with the State's challenging academic content standards and student academic achievement standards, State assessments, and the curricula and programs tied to the standards:</p> <p>The SCNTP's professional development is content related, standards based and includes synthesizing student data, determining flexible groupings, lesson planning, analyzing student work, case studies, SCNTP seminar series focused on student content; i.e. how to teach ELL's and special populations effectively, formative assessment aligned with the new 2009 CSTP, work in setting standards for student behavior, how to communicate with students' families about individual progress and writing district goals/individual learning plans in specific content area. Programs to assist teachers with peer support in meeting the CSTP.</p> <p>The New Administrator Project work is aligned with the California Administrative Standards as is the administrative evaluation system developed jointly with WestEd. The district's state-wide recruitment process promotes a standardized approach to hiring and induction that aligns with state standards. Human Resources coordinator participates as a member of the SCNTP "Steering Committee" designed to ensure a match of services to teachers meet identified student needs.</p> <p>District Coordination of services and training related to recruitment, hiring, credentialing and evaluating, all within the realm of compliance under bargaining unit contract language. Activities and support of certificated staff related to the development, articulation and implementation of school community, culture, instructional programs and proper management of the organization and its resources to provide for a safe, efficient and effective learning environment for all stakeholders.</p>	<p>SCNTP</p> <p>New Administrator Project</p> <p>Teacher Assistance Program</p> <p>WestEd</p> <p>Director, Human Resources</p>	<p>\$2,500 per new teacher</p> <p>\$4,000 per new administrator</p> <p>PAR: mentoring and coaching teachers</p> <p>Training & Collaborative work w/ WestEd</p> <p>.</p>	<p>\$157,500</p> <p>\$8,000</p> <p>\$37,000</p> <p>\$2,500</p> <p>\$85,000</p>	<p>Title II A State block funding for BTSA</p> <p>Title II A</p> <p>HR Budget</p> <p>Title II A</p> <p>Title II A</p>

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>2. How the activities will be based on a review of scientifically based research and an explanation of why the activities are expected to improve student academic achievement:</p> <p>Data is tracked to follow the number of fully credentialed teachers district-wide, including new hires, ongoing retention of teachers at Title I schools, number of teachers participating in BTSA aligned with student performance in English language arts and reading, number of new hired paraprofessionals that meet the NCLB standards. Data is collected around teachers who meet district evaluation standards which includes systematic goal setting aligned with student performance data. Data collected also includes an online survey regarding the effectiveness of the teacher evaluation system itself, as the newly adopted California Teaching Standards from 2009 are implemented.</p> <p>Data Teams are used to build collaborative environments at all sites for grade level and department analyzing of student achievement data and sharing of best practices and instructional strategies. Currently site focus with plans to collaborate at a District-wide level through staff development and training of Data Team leaders.</p>	Technology Department, Human Resources	Online evaluation survey		

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>3. How the activities will have a substantial, measurable, and positive impact on student academic achievement and how the activities will be used as part of a broader strategy to eliminate the achievement gap that separates low-income and minority students from other students:</p> <p>Beginning teachers meet weekly with New Teacher Advisors to determine areas of growth to improve practice. NTP Advisors support teachers with current resources and research regarding best practices to build a strong foundation. On-going student assessments are part of the on-going advisors focus.</p> <p>Trained administrators assisting teachers in meeting the academic needs, as identified by District and site goals derived from tracked student data as well as supporting teachers in meeting the CSTP as documented through a rigorous evaluation process.</p>	<p>NTP Advisors</p> <p>Assistant Principals</p>	<p>(listed above under new teacher support)</p>	<p>\$229,000</p>	<p>Title II A</p> <p>Title II A</p>
<p>4. How the LEA will coordinate professional development activities authorized under Title II, Part A, Subpart 2 with professional development activities provided through other Federal, State, and local programs:</p> <p>Collaborative meetings are regularly scheduled with all participating partners to coordinate services including: New Teacher Project, UCSC, EPC-Gear-Up, SCCOE, Assistant Superintendents, Human Resources, State & Federal Programs, and Curriculum and Instruction and Technology Services.</p> <p>Peer-Assistance opportunity for supporting teachers in meeting the CSTP.</p>	<p>SCNTP UCSC EPC-Gear-Up SCCOE District Personnel</p> <p>Teacher Assistance Program (PAR); mentioned above</p>		<p>\$37,000</p>	<p>Title IIA</p>
<p>5. The professional development activities that will be made available to teachers and principals and how the LEA will ensure that professional development (which may include teacher mentoring) needs of teachers and principals will be met:</p> <p>First and secondary year teachers participate in professional development seminars. Beginning teachers also meet with their advisors weekly.</p>	<p>SCNTP</p>			

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>New principals receive coaches through the New Administrator Project. In addition, they attend the “New Administrator Institute” as part of the project support.</p> <p>District Pre-Assistance Program available to all teachers not qualifying for new teacher support offers the support of a consulting teacher from the SCNTP.</p>	<p>SCNAP</p> <p>Human Resources</p>	<p>(listed above under new administrator support)</p>		

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>6. How the LEA will integrate funds under this subpart with funds received under part D that are used for professional development to train teachers to integrate technology into curricula and instruction to improve teaching, learning, and technology literacy:</p> <p>Beginning teachers will use technology resources both at the site and through the SB2042 approved on-line coursework. Beginning Teachers use computer programs and applications to analyze data and provide feedback to students and parents regarding student achievement. Additionally, a newly implemented student information system (SIS) has enabled daily reporting of student information, like attendance and instructional progress, so as to assist in the communication by teachers to parents/guardians. Additionally, the District supports several models of technology integration training for teachers and administrators. The "Liaison Network" is a train-the-trainer model with representation of all sites. Liaison responsibilities include offering afterschool staff development trainings so as to assist teachers in integration of both hardware and software into the instructional setting.</p> <p>Site administrators support and mentor teachers, especially new teachers to the site/District, on the hardware and software utilized so as to meet instructional goals as well as for collaboration and communication with colleagues, students, and parents.</p>	<p>Beginning teachers</p> <p>SCNTP</p> <p>Technology Department: Liaison Network</p> <p>Assistant Principals</p>		\$21,600.00	Title II D
<p>7. How students and teachers will have increased access to technology; and how ongoing sustained professional development for teachers, administrators, and school library media personnel will be provided in the effective use of technology. (Note: A minimum of 25 percent of the Title II, Part D Enhancing Education through Technology funding must be spent on professional development.):</p> <p>All district administration have received technology professional development through AB75 and the Administrator Training Program (ATP), formerly known as AB 430 training offered through the County Office of Education. Both teachers, administrators are offered on-going technology</p>	<p>Santa Cruz County Office of Education, District Technology Department &</p>	<p>ATP Training</p>	<p>\$21,600.00</p>	<p>Title II D</p>

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>professional development through courses made available through the district's technology department. In addition, each school site has a "technology liaison" to work with individual teachers. In addition, administrators and teachers have access to on-line formative and summative assessment data via "in house" developed systems.</p>	Technology Liaisons			
<p>8. How the LEA, teachers, paraprofessionals, principals, other relevant school personnel, and parents have collaborated in the planning of professional development activities and in the preparation of the LEA Plan:</p> <p>The SCTP is a collaborative consortium of 27 school districts, the SCCOE, UCSC, CSUMB, and SJSU. Together, beginning teacher's professional development is designed to meet BTSA and pre-intern standards. Ongoing surveys for induction solicit feedback from administrators, teachers and advisors. The development of the LEA plan has involved all groups writing and reviewing the plan as it is developed.</p>				

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>9. How the LEA will provide training to enable teachers to:</p> <ul style="list-style-type: none"> □ Teach and address the needs of students with different learning styles, particularly students with disabilities, students with special learning needs (including students who are gifted and talented), and students with limited English proficiency; □ Improve student behavior in the classroom and identify early and appropriate interventions to help all students learn; □ Involve parents in their child's education; and □ Understand and use data and assessments to improve classroom practice and student learning. <p>PVUSD is a strong and active partner in the SCNTP. We have also developed partnerships with SJSU, CSUMB and project IMPACT to build a special education intern program. Within SCNTP are courses designed to develop teaching strategies for differentiation of instruction, parent participation and systematic approaches to understanding and collection and use of data to drive instruction.</p>	<p>Project Impact Mentors</p> <p>English Language Learner Training</p>		<p>\$11,800.00</p> <p>\$15,400.00</p>	<p>Title II A</p> <p>Title II A</p>
<p>10. How the LEA will use funds under this subpart to meet the requirements of Section 1119:</p> <p>PVUSD has implemented rigorous academic assessments for paraprofessionals hired on or before Jan. *, 2002, who chose to meet the knowledge of an ability to assist in the instruction of reading, writing or math. Adult School provides additional preparatory classes. Cabrillo Junior College (Project TEACH) along with the Santa Cruz Office of Education is also an active partner in meeting the NCLB standards for paraprofessionals.</p>				

Performance Goal 4: *All students will be educated in learning environments that are safe, drug-free, and conducive to learning.*

Environments Conducive to Learning (Strengths and Needs):

Please provide a list of the LEA's strengths and needs regarding how students are supported physically, socially, emotionally, intellectually, and psychologically in environments that are conducive to learning, along with the LEA's strengths and needs regarding student barriers to learning (e.g., attendance, mobility, and behavior).

STRENGTHS	NEEDS
<p>A district wide (K-12) daily school attendance program is in place with a school attendance letter provided to each family upon enrollment into school.</p> <p>District policies are provided to each family in English and Spanish.</p> <p>Daily student attendance is supported by a comprehensive prevention and intervention system with family services for students and parents, an enforcement system using District and community agencies and an incentive program that frequently acknowledges and rewards outstanding student attendance.</p> <p>School site administrator and staff are kept informed of their students' attendance rate on a monthly basis and are provided with incentives to improve attendance each year.</p> <p>The District has developed a progressive student behavior model to preserve a positive learning environment at all schools.</p> <p>After school programs are established at the sites so that students receiving academic support while also participating in structured activities after the school day ends.</p> <p>The District's Coordinated School Health works in conjunction with a variety of community organizations to communicate regarding student health and safety.</p> <p>The District has developed a strong "0-5" Early Childhood Education (ECE), First 5, Head Start and Even Start programs.</p> <p>A District-wide student counseling program is provided at each school (K-12), facilitated by a joint-powers community agency, Pajaro Valley Prevention and Student Assistance (PVPSA).</p>	<p>On-going staff in-service at all school sites on the shared responsibility of enforcing daily student attendance for the students' stability and the fiscal stability of our schools.</p> <p>Consistency in implementing District-wide procedures regarding truancy and personnel to support the systems already in place.</p> <p>Develop support from law enforcement for District schools located in North Monterey County.</p> <p>Educate parents to understand the negative effect on their children's education when they withdraw their children from school for unsanctioned vacation time or take them to school late.</p> <p>Review combined data from surveys conducted by other departments within the District.</p> <p>Develop District support programs to assist children in their education during certain necessary interruptions in their school attendance.</p> <p>Better inform staff, parents and students of the student behavioral statistical information at a particular school site to better allocate resources to address specific problems.</p> <p>On-going parent education to support understanding gang behavior and how to prevent youth gang involvement.</p> <p>On-going campus security training. California Healthy Kids Survey (CHKS) demonstrate frequent physical intimidation of students by students.</p>

Established partnerships with County Mental Health, school psychologists, probation, law enforcement and PVPSA continue to meet to address the increased need for services.

Local law enforcement is on call to assist in providing intervention as needed at all school sites.

Annual statistical student behavior information is provided to each school's staff, and the progressive student discipline model can be continually evaluated and be redirected as needed. California Healthy Kids Survey information is disseminated to schools and community.

VALOR program implemented in partnership with PVPSA to provide support to suspended and/or expelled students and their families to achieve school re-entry.

Pilot counseling program established to target elementary students with extreme behavior issues.

District-wide parent support groups and classes sponsored by PVPSA.

Annual participation in Parent Conference by PVPSA to bring awareness and resources on attendance, discipline, gang prevention, and student health directly to families.

The Migrant Education Program will provide migrant students with supplemental academic guidance during the school day to address their special needs in a coordinated and efficient manner.

Environments Conducive to Learning (Activities):

Please list the activities or programs supported by all NCLB or state funded programs that the LEA will implement to support students physically, socially, emotionally, intellectually, and psychologically in environments that are conducive to learning. Include programs and strategies designed to address students' barriers to learning (e.g. attendance and behavior). Include a copy of the LEA's code of conduct or policy regarding student behavior expectations.

ACTIVITIES

The Student Services Department will continue to sponsor an attendance workshop for the PVUSD staff, law enforcement, probation, district attorney and judges.

The Student Services Department will continue to participate in BASTA, a multi-disciplinary meeting with Watsonville Police Department, probation, district attorney and Pajaro Valley Prevention and Student Assistance (PVPSA).

The Student Services Department will continue to sponsor School Attendance Review Board (SARB) meetings in conjunction with the Watsonville Police Department (WPD) and other community agencies.

PVPSA, in conjunction with the Student Services Department, will assist students who have been expelled from the District to comply with school requirements in order to return to a District school.

In-service will be provided to school site administrators on a regular basis so they are current on all State Education Code changes that affect student discipline and attendance.

The District Healthy Start Program, in conjunction with the school nurses and health clerks, will in-service staff as to its resources (Lice Buster Program, Health Insurance, Teen Mother Support, Students in Transition, Foster Youth, etc.).

The District Healthy Start Program, in conjunction with Pajaro Valley Prevention and Student Assistance will recruit and refer parents and families to PVPSA's parenting classes.

PVPSA will continue to provide parent training to deal with student issues of drug and alcohol use, anger management and gang prevention.

The student LINK Crew Program will continue to be provided to high school freshmen to better orient students to the high school program and resources.

Alcohol, tobacco, marijuana, and other drug curriculum is being delivered by PVPSA.

The Student Services Department will hold quarterly Law Enforcement meetings where administrators, school resource officers, and law enforcement agencies meet to discuss issues and concerns at school sites and in the community.

The District's Healthy Start Program operates three Resource Centers where children, youth and their families are able to receive a variety of support services, including medical, dental, vision, and mental health referrals. Support services for Students-in-Transition (homeless students) and Foster Youth are also provided.

School site safety assessments are conducted.

Performance Goal 4: *All students will be educated in learning environments that are safe, drug-free, and conducive to learning.*

Safe and Drug Free Schools and Communities (SDFSC) and Tobacco Use Prevention Education (TUPE)

Prevention Program Performance Indicators (4115(a)(1)(B)):

The LEA is required to establish a biennial goal for all of the performance indicators listed below. List specific performance indicators for each grade level served, and for each listed measure, as well as the date of, and results from, the baseline administration of the Healthy Kids Survey:

Alcohol, Tobacco, Other Drug Use, and Violence Prevention Performance Measures From the California Healthy Kids Survey	Most Recent Survey date: 3/20/09 Baseline Data	Biennial Goal (Performance Indicator)
The percentage of students that have ever used cigarettes will decrease biennially by:	7 th 17%	7 th 1%
The percentage of students that have used cigarettes within the past 30 days will decrease biennially by:	7 th 4% 9 th 5% 11 th 8%	7 th 1% 9 th 1% 11 th 1%
The percentage of students that have used marijuana will decrease biennially by:	7 th 18%	7 th 1%
The percentage of students that have used alcohol within the past 30 days will decrease biennially by:	7 th 18% 9 th 26% 11 th 38%	7 th 1% 9 th 2% 11 th 2%
The percentage of students that have used marijuana within the past 30 days will decrease biennially by:	7 th 13% 9 th 21% 11 th 27%	7 th 1% 9 th 2% 11 th 2%

Alcohol, Tobacco, Other Drug Use, and Violence Prevention Performance Measures From the California Healthy Kids Survey	Most Recent Survey date: 3/20/09 Baseline Data	Biennial Goal (Performance Indicator)
The percentage of students that feel very safe at school will increase biennially by:	<div>7th 16%</div> <div>9th 11%</div> <div>11th 12%</div>	<div>7th 3%</div> <div>9th 2%</div> <div>11th 1%</div>
The percentage of students that have been afraid of being beaten up during the past 12 months will decrease biennially by:	<div>7th 27%</div> <div>9th 21%</div> <div>11th 16%</div>	<div>7th 2%</div> <div>9th 2%</div> <div>11th 2%</div>
Truancy Performance Indicator		
The percentage of students who have been truant will...	1.75%	.75%

Protective Factors Performance Measures from the California Healthy Kids Survey	Most Recent Survey date: 3/1/08 Baseline Data	Biennial Goal (Performance Indicator)
The percentage of students that report high levels of caring relationships with a teacher or other adult at their school will increase biennially by:	7 th 18% 9 th 17% 11 th 26%	7 th 2% 9 th 2% 11 th 2%
The percentage of students that report high levels of high expectations from a teacher or other adult at their school will increase biennially by:	7 th 51% 9 th 37% 11 th 41%	7 th 2% 9 th 2% 11 th 2%
The percentage of students that report high levels of opportunities for meaningful participation at their school will increase biennially by:	7 th 27% 9 th 19% 11 th 22%	7 th 2% 9 th 2% 11 th 2%
The percentage of students that report high levels of connectedness at their school will increase biennially by:	7 th 62% 9 th 53% 11 th 48%	7 th 2% 9 th 2% 11 th 2%

Alcohol, Tobacco, Other Drug Use, and Violence Prevention Performance Measures From the California Healthy Kids Survey					
	Grade	3/20/2009	2010- 2011 Baseline Data	Target	Actual
The percentage of students that have ever used cigarettes will decrease biennially by:	5 th	7%	NA	NA	NA
	7 th	16%	17%	-2%	1%
The percentage of students that have used cigarettes within the past 30 days will decrease biennially by:	7 th	6%	4%	-1%	-2%
	9 th	11%	5%	-1%	-6%
	11 th	12%	8%	-1%	-4%
The percentage of students that have used marijuana will decrease biennially by:	5 th	2%	NA	NA	NA
	7 th	19%	18%	-1%	-1%
The percentage of students that have used alcohol within the past 30 days will decrease biennially by:	7 th	21%	18%	-1%	-3%
	9 th	33%	26%	-2%	-7%
	11 th	36%	38%	-2%	2%
The percentage of students that have used marijuana within the past 30 days will decrease biennially by:	7 th	11%	13%	-1%	2%
	9 th	24%	21%	-2%	-3%
	11 th	25%	27%	-2%	2%
The percentage of students that feel very safe at school will increase biennially by:	5 th	53%	NA	NA	NA
	7 th	15%	16%	2%	1%
	9 th	16%	11%	1%	-5%
	11 th	18%	12%	1%	-6%
The percentage of students that have been afraid of being beaten up during the past 12 months will decrease biennially by:	7 th	31%	27%	-2%	-4%
	9 th	21%	21%	-2%	2%
	11 th	18%	16%	-2%	-2%

Protective Factors Performance Measures from the California Healthy Kids Survey					
	Grade	3/1/2007	3/20/2009	Target	Actual
The percentage of students that report high levels of caring relationships with a teacher or other adult at their school will increase biennially by:	5 th	61%	NA	NA	NA
	7 th	32%	18%	3%	-14%
	9 th	28%	17%	3%	-11%
	11 th	33%	26%	2%	-7%
The percentage of students that report high levels of high expectations from a teacher or other adult at their school will increase biennially by:	5 th	65%	N/A	N/A	N/A
	7 th	52%	51%	3%	-1%
	9 th	42%	37%	3%	-5%
	11 th	45%	41%	2%	-4%
The percentage of students that report high levels of opportunities for meaningful participation at their school will increase biennially by:	5 th	20%	N/A	N/A	N/A
	7 th	12%	27%	2%	15%
	9 th	13%	19%	2%	6%
	11 th	17%	22%	2%	5%
The percentage of students that report high levels of connectedness at their school will increase biennially by:	5 th	63%	N/A	N/A	N/A
	7 th	46%	62%	2%	16%
	9 th	41%	53%	3%	12%
	11 th	43%	48%	2%	5%

Other Performance Measures

List below any other performance measures and performance indicators the LEA has adopted specific to its prevention programs (drug, violence, truancy, school safety, etc.). Specify the performance measure, the performance indicator goal, and baseline data for that indicator.

LEA Specified Performance Measures	Performance Indicator Goal	Baseline Data
(Process to Collect Data)		

Science Based Programs (4115 (a)(1)(C)):

The LEA must designate and list the science-based programs (programs proven by science to effectively prevent tobacco use, alcohol use, other drug use, and violence) selected from Appendix C. From Appendix C, list the scientifically based programs the LEA will adopt and implement to serve 50 percent or more of the students in the target grade levels. Indicate below your program selections, and provide all other requested information.

Science-Based Program Name	Program ATODV Focus	Target Grade Levels	Target Population Size	Purchase Date	Staff Training Date	Start Date
N/A						

Research-based Activities (4115 (a)(1)(C)):

Based on the research cited in Appendix D, check the box for each activity the LEA will implement as part of the comprehensive prevention program and provide all other requested information.

Check	Activities	Program ATODV Focus	Target Grade Levels
✓	After School Programs	ATODV	2-12
	Conflict Mediation/Resolution		
✓	Early Intervention and Counseling	ATODV	K-12
✓	Environmental Strategies	ATODV	K-12
✓	Family and Community Collaboration	ATODV	K-12
	Media Literacy and Advocacy	ATODV	
	Mentoring		
	Peer-Helping and Peer Leaders		
✓	Positive Alternatives	ATODV	6-12
✓	School Policies	ATODV	K-12
	Service-Learning/Community Service		
✓	Student Assistance Programs	ATODV	K-12
✓	Tobacco-Use Cessation	ATODV	9-12

Check	Activities	Program ATODV Focus	Target Grade Levels
✓	Youth Development Caring Schools Caring Classrooms	ATODV	Selected Students
✓	Parenting Wisely	ATODV	6-8
✓	Guiding Good Choice	ATODV	6-8
✓	Toward No Drug Use	ATODV	9-12
✓	Too Good For Drugs	ATODV	K-8
✓	Seven Challenges	ATODV	Selected Students
✓	Multi Systemic Therapy	ATODV	K-12

Promising or Favorable Programs (4115 (a)(3)):

The LEA may – but is not required to – designate and list the promising or favorable programs (programs whose effectiveness is not as strongly established though scientific evidence) selected from Appendix E. From Appendix E, list the promising or favorable programs the LEA will adopt and implement to serve 50 percent or more of the students in the target grade levels. Indicate below your program selections, and provide all other requested information.

Promising Program name	Program ATODV Focus	Target Grade Levels	Target Population Size	Purchase Date	Staff Training Date	Start Date
N/A						

Waiver to Adopt Promising or Favorable Programs not listed in Appendix E:

Check the box below if the LEA will submit an application for waiver in order to include other promising or favorable programs not found in Appendix E. Programs not listed in Appendix E will be considered on a case-by-case basis. The LEA must demonstrate that the program for which a waiver is requested is legitimately innovative or demonstrates substantial likelihood of success. The CDE will provide under separate cover additional information and the forms for submitting a waiver request.

☐

Analysis of Data for Selection of Programs and Activities (4115 (a)(1)(D)):

For each selected Appendix C programs or Appendix D activities, provide a brief narrative rationale based on the LEA's analysis of CSS, CHKS, and CSSA data related to why the LEA selected these programs and activities for implementation.

Programs selected in sections C and D respond to the areas of need identified in the CHKS, local crime reports, and CWA data. The PVUSD has in place a K-12 Student Assistance Program (SAP) that maintains wide support from a variety of stakeholders. Student behavior infractions mandate student participation. Students and families are referred to a community-based agency for brief strategic family therapy and multi-systemic therapy.

The District's SDATE Advisory Board was involved in the selection of the new curriculum. "Too Good For Drugs" was selected for grades K-8. "Project Toward No Drug Use" was selected for grades 9-12. Activities that support curriculum for grades K-12 in two high schools include positive alternatives and youth development activities.

Parenting Wisely, the Seven Challenges and Guiding Good Choices were selected from the list of evidence based programs to meet the needs of students and families in the PVUSD.

Evaluation and Continuous Improvement (4115 (a)(2)(A)):

Provide a description for how the LEA will conduct regular evaluations of the effectiveness of the LEA's alcohol, tobacco, other drug use and violence prevention program. Describe how the results of the evaluation will be used to refine, improve and strengthen the program.

The District in conjunction with PVPSA is in contract with a local evaluator, Andrew Davis, to evaluate all ATOD prevention and intervention programs provided in the District. All information is reported back to district staff, parents and community. A Prevention Board with community agency partners receives the evaluation.

Use of Results and Public Reporting (4115 (a)(2)(B)):

Describe the steps and timeline the LEA will use to publicly report progress toward attaining performance measures for the SDFSC and TUPE programs. Describe how the evaluation results will be made available to the public including how the public will be provided notice of the evaluation result's availability.

A press conference is held to release the results of the California Healthy Kids Survey (CHKS). Results are aired on local television and published in the newspaper. Presentations are made to the District's Board of Trustees, parent groups including the District parent meetings, parent site council meetings and migrant education meetings. Other community presentations are made at the Children's Network, Pajaro Valley Prevention and Student Assistance Board of Directors and the Juvenile Justice Task Force. District level presentations are made to principals and other school site staff. School site reports are presented at the high schools and middle school staff meetings.

Mandatory Safe and Drug Free Schools and Communities (4114(d)(2)(E)):

Briefly describe how SDFSC funded program services will be targeted to the LEA's schools and students with the greatest need. (Section 4114 [d][3])

Students who are caught using or under the influence of alcohol or other drugs are mandated to counseling sessions provided by the Student Assistance Program. Schools that report high number of alcohol or other drug and violence related incidents receive targeted services. The CHKS results are also used to target available resources.

Coordination of All Programs (4114 (d)(2)(A)):

Provide a detailed, but brief, explanation of how the LEA will coordinate SDFSC funded alcohol, tobacco, other drug and violence prevention programs with other federal state and local prevention programs.

Programs are coordinated through District-wide meetings of all program representatives; the County Children's Network, Healthy Start, PVPSA Board, BASTA Collaborative, County Health Services Agency meetings, Together for Youth collaborative and with the County Office Prevention Coordinator. Participants on these collaborative include parents, law enforcement, county government officials, health service workers, probation officers, school/community policing officers, city recreation staff, community based agency staff, Director of Student Services and PVPSA.

Parent Involvement (4115 (a)(1)(e)):

Provide a brief, but detailed, description of the parent involvement and describe the parent notification procedures used to meet requirements under NCLB Title IV, Part A – SDFSC program.

Parents are provided with back-to-school packets outlining the District's policies and procedures relating to drug use and violence. This packet also contains information about drug prevention and the student assistance program services. Parents are presented with the results of the CHKS at Back-To-School nights, District meetings, migrant parent meetings and School Site Council meetings. Parents are also involved in parent education programs and Safe Graduation nights at Watsonville and Aptos High Schools. Parents also participate in the District's annual Parent Conference.

TUPE Services for Pregnant Minors and Minor Parents (H&SC 104460):

Describe the TUPE services and referral procedures for pregnant minors and minor parents enrolled in the LEA and how they will be provided with tobacco-use prevention services. Include students participating in programs such as the California School Age Families Education (Cal-SAFE) program, the Adolescent Family Life Program (AFLP) administered through the Department of Health Services, and the Cal-Learn program administered by the Department of Social Services.

Tobacco Education services to pregnant minors and minor's parents, focus on special health risks and hazards of tobacco use and secondhand smoke. The Tobacco Prevention Specialist works closely with the Cal-SAFE (Teen Parenting Program) staff to train and implement the U.S. Public Health Services guidelines for tobacco screening and referral. The three step process – Ask, Advise, Refer – is incorporated in the intake screening and periodic follow up for all students in the program.

Classroom presentations to the pregnant minors and minor parents in the program include video clips, hands-on activities and focus groups. Materials are provided in English and Spanish.

TUPE Funded Positions (Health & Safety Code 104420(b)(3)):

Provide full time equivalent (FTE) staffing configuration for all TUPE funded positions. (Health and Safety Code section 104420 [b](3))

Position/Title	Full time equivalent
Program Director	.025%
Program Coordinator/Curriculum Specialist	.50%
Program Specialist	.60%
Administrative Assistant	.15%

Performance Goal 5: All students will graduate from high school.

Planned Improvements: High School Graduation Rates, Dropouts, and AP

This section of the plan is intended to reflect the LEA's efforts to reduce the percentage of students dropping out of school, and therefore, increase the percentage of students who graduate from high school. Also include a description below of the LEA's efforts to ensure that all students have equal access to advanced placement (AP) opportunities.

Performance Indicator	Activities/Actions	Students Served	Timeline/ Person(s) Involved	Benchmarks/ Evaluation	Funding Source
5.1 (High School Graduates)	<ul style="list-style-type: none"> Academic Counselors College Preparation Articulation 7-12 Alternative Programs <ul style="list-style-type: none"> AVCI Renaissance New School Pacific Coast Charter Use of Data Team process to inform instruction 	<u>AHS</u> Total students: 1390 Seniors graduated: 285 Enrolled: 303 <u>PVHS</u> Total students: 1478 Seniors graduated: 314 Enrolled: 338 <u>WHS</u> Total students: 1999 Seniors graduated: 337 Enrolled: 388	High School Administrators, Assistant Superintendent, Counselors, Staff	Increase in H.S. graduation completion, Increase in passage of CAHSEE	General Funds, Grants, Title I, Migrant
5.2 (Dropouts)	<ul style="list-style-type: none"> H.S. Goals Action Team to increase graduation rate Guest speakers Study skills training Link Crew Focus on entering Freshmen Counseling Dropout Prevention 	All students	High School Administrators, Assistant Superintendent, Counselors, Staff	Decrease in drop-out rate	General Funds, Grants, Title I, Migrant
5.3 (Advanced Placement)	<ul style="list-style-type: none"> K-12 Vertical Partnership with post secondary Field trips to colleges & universities Workshops for parents College prep Coordinator Gear-up support, CP math success 4-year plan for students 		High School Administrators, Assistant Superintendent, Counselors,	Increase completion of A-G requirements, Freshmen taking AP Honors English classes & Algebra, Geometry, Annual review of students academic status	Title I General Funds, Partnership with UCSC, EPC, SCCOE, Migrant

Additional Mandatory Title I Descriptions

Please include in the space below the following descriptions mandated by NCLB legislation. If the LEA has already included any of the descriptions, they do not need to be provided again here; please indicate the page number or section of the Plan where this information is included.

Describe the measure of poverty that will be used to determine which schools are eligible for Title I funding in accordance with Section 1113, "Eligible School Attendance Areas."	
<p>Identify one of the following options as the low-income measure to identify schools eligible for Title I funding:</p> <ul style="list-style-type: none"> • Number of children in families receiving assistance under the CalWorks program; • Number of children eligible for Free/Reduced Price Lunch programs; • Number of children ages 5-17 in poverty counted by the most recent census data; • Number of children eligible to receive medical assistance under the Medicaid program; • Or a composite of the above. 	<p>Description of how the LEA is meeting or plans to meet this requirement:</p> <p>The district uses the number of children eligible for Free/Reduced Price Lunch programs as the measure to identify schools eligible for Title I. The department of Food Services prepares the data report for the district.</p>
<p>Describe how the low-income measure described above is used to rank and select schools to receive Title I funds:</p> <ul style="list-style-type: none"> • All schools with a 75% or above poverty level are funded • All other schools are funded by poverty ranking district wide or by grade span. 	<p>All schools with a 75% or above poverty level are funded.</p>

Additional Mandatory Title I Descriptions (continued)

Please provide a general description of the nature of the programs to be conducted by the LEA's schools under Sections 1114, "Schoolwide Programs," and/or Section 1115, "Targeted Assistance Schools." Direct-funded charters and single school districts, if conducting a schoolwide program authorized under Section 1114, may attach a copy of the Schoolwide Plan or Single Plan for Student Achievement in lieu of this description. All ten of the required components must be addressed. (For more information on Schoolwide, please go to <http://www.cde.ca.gov/sp/sw/rt/>; for Targeted Assistance go to <http://www.cde.ca.gov/sp/sw/rt/tasinfo.asp>).

	Description of how the LEA is meeting or plans to meet this requirement:
<p>For schoolwide programs (SWP), describe how the LEA will help schools to bring together all resources to upgrade the entire educational program at the school and include assistance in activities such as:</p> <ul style="list-style-type: none"> • A comprehensive needs assessment of the entire school in relation to state standards. Schoolwide reform strategies that provide opportunities for all children to meet state standards. • Effective methods and instructional strategies based on scientifically-based research. • Strategies that give primary consideration to extended learning time, extended school year, before and after school and summer programs. • Proven strategies that address the needs of historically underserved students, low achieving students, and those at risk of not meeting state standards. • Instruction by highly qualified teachers and strategies to attract and keep such teachers. • High quality and ongoing professional development for teachers, principals, paraprofessionals, and if appropriate, pupil services personnel, parents and other staff. • Strategies to increase parental involvement. • Assistance to preschool children in transitioning from early 	<p>The District has developed a Comprehensive Accountability Framework (CAF) to help focus schools based on district-wide goals set by the PVUSD Board of Trustees. The CAF contains the School Improvement Plan template for all schools to use. The template allows schools to use the Data Team process to identify smart goals, strategies, actions and measures. The School Improvement Plan includes the following components:</p> <ul style="list-style-type: none"> • Comprehensive Needs Assessment • Action and Monitoring Plan • Professional Development Plan • Ongoing Evaluation • Reflection and Next Steps <p>The School Improvement Plan template also describes appropriate funding is guided and monitored at various levels in the approval process.</p>

<p>childhood programs to elementary school programs.</p> <ul style="list-style-type: none"> • Timely and effective additional assistance to students who experience difficulty mastering state standards. 	
<p>For targeted assistance programs (TAS), describe how the LEA will help schools to identify participating students most at risk of failing to meet state standards and help those students to meet the State's challenging academic standards. The description should include activities such as:</p> <ul style="list-style-type: none"> • Effective methods and instructional strategies based on scientifically-based research. • Strategies that give primary consideration to extended learning time, extended school year, before and after school and summer programs. • Strategies that minimize removing children from the regular classroom during regular school hours for instruction. • Instruction by highly qualified teachers. • Professional development opportunities for teachers, principals, and paraprofessionals, including if appropriate, pupil services personnel, parents, and other staff. • Strategies to increase parental involvement. 	<p>N/A</p>

Additional Mandatory Title I Descriptions

(continued)

Please describe how teachers, in consultation with parents, administrators, and pupil services personnel in targeted assistance schools under Section 1115, "Targeted Assistance Schools," will identify the eligible children most in need of services under this part. **Please note that multiple, educationally related criteria must be used to identify students eligible for services.** Where applicable, provide a description of appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children in community day school programs, and homeless children.

	Description of how the LEA is meeting or plans to meet this requirement:
Describe who is involved and the criteria used to identify which students in a targeted assistance school will receive services. The criteria should: <ul style="list-style-type: none"> Identify children who are failing or most at risk of failing to meet the state academic content standards. Use multiple measures that include objective criteria such as state assessments, and subjective criteria such as teacher judgment, parent interviews and classroom grades. Include solely teacher judgment, parent interviews and developmentally appropriate measures, if the district operates a preschool through grade 2 program with Title I funds. 	N/A
The description should include services to homeless children, such as the appointment of a district liaison, immediate enrollment, transportation, and remaining in school of origin.	
The description should include services to children in a local institution for neglected or delinquent children and youth or attending a community day program, if appropriate.	

Additional Mandatory Title I Descriptions

(continued)

Please describe the actions the LEA will take to assist in its low-achieving schools identified under Section 1116, "Academic Assessment and Local Educational Agency and School Improvement," as in need of improvement.	
	Description of how the LEA is meeting or plans to meet this requirement:
<p>If the LEA has a PI school(s), describe technical assistance activities the LEA will provide to help the PI school, such as the following:</p> <ul style="list-style-type: none"> • Assistance in developing, revising, and implementing the school plan. • Analyzing data to identify and address problems in instruction, parental involvement, professional development and other areas. • Assistance in implementing proven and effective strategies that will address the problems that got the school identified as PI and will get the school out of PI. • Assistance in analyzing and revising the school budget so the school's resources are used effectively. 	<p>The District's CAF provides the template for all schools in the development of their School Improvement Plan. The Director of Educational and English Learner Services and the Assistant Superintendents provide technical assistant to sites in the development and implementation of the School Improvement Plans.</p>

Additional Mandatory Title I Descriptions

(continued)

Please describe the actions the LEA will take to implement public school choice with paid transportation and Supplemental Educational Services, consistent with the requirements of Section 1116, "Academic Assessment and Local Educational Agency and School Improvement."	
	Description of how the LEA is meeting or plans to meet this requirement:
Describe the process for parent notification of the school's identification as PI, including notification of the right for students to transfer to another school that is not PI with paid transportation, and the right to receive supplemental services.	<p>District staff provides a letter for distribution to all parents of schools identified for Program Improvement at the end and the start of the school year. The letter is sent to parents in Program Improvement schools. It informs parents of the opportunity to choose another school for their child to attend which is not a Program Improvement School.</p> <p>The letter will contain, at a minimum, statement that the school is in Program Improvement, the definition of the term, and what the school is doing to improve achievement. A list of schools not in Program Improvement is included.</p>
Describe how the LEA will provide school choice and supplemental services to eligible children, including the selection of the children to receive services.	<p>District staff will provide a letter for distribution to all parents of schools identified for Program Improvement at the end of the school year and at start of the school year. The letter will be sent to all parents in Program Improvement schools.</p> <p>The letter contains information as to how and why they may transfer their child to a non-program improvement school. Parents are provided a choice of more than one school. Lack of capacity at a parent's first (or second) school of choice will not deny the child's transfer to a school in the district not in Program Improvement. The letter also includes information on how transportation is provided for transfers to other schools within the district.</p> <p>At the beginning of the school year, and immediately after publication of the state's list of approved providers of supplemental educational services, PVUSD will notify parents of eligible students in eligible schools of these</p>

	<p>opportunities. The letter includes a list of approved providers serving students within PVUSD, and an application form. The information will be in both English and in Spanish. Parents will be given application forms to complete and return. Services will commence no later than thirty days following receipt of their application.</p> <p>Providers selected by parents will use district generated student performance data and the Supplemental Education Services program pre-testing to place individual students into appropriate groupings or levels. The provider will develop goals for each student based upon this information and meet with parents. This process will be completed no later than the end of the first four weeks of services.</p>
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Additional Mandatory Title I Descriptions

(continued)

Please describe the strategy the LEA will use to coordinate programs under Title I with programs under Title II to provide professional development for teachers and principals, and, if appropriate, pupil services personnel, administrators, parents, and other staff, including LEA-level staff in accordance with Section 1118, "Parental Involvement," and Section 1119, "Qualifications for Teachers and Paraprofessionals."	
	Description of how the LEA is meeting or plans to meet this requirement:
Describe the LEA's strategies for coordinating resources and efforts to help schools retain, recruit and increase the number of highly qualified teachers, principals, and other staff.	<p>The Comprehensive Accountability Framework (CAF) includes District-wide Performance Indicators for each of the six PVUSD goals. The following Performance Indicators are used to measure district wide alignment to PVUSD Goal 4: Attract, hire, develop, and retain and excellent professional staff throughout the district.</p> <ul style="list-style-type: none"> • Percentage of teachers meeting the highly qualified criteria • Percentage of highly qualified teachers who stay in the district more than five years • Percentage of district and site initiated professional development experiences that meet the School Improvement Plan components of professional development. (theoretical understanding, demonstrations, practice and feedback, and on the job coaching) • Percentage of teachers who participated in district and site initiated professional development experiences • Relative ranking of PVUSD in overall compensation with comparable districts
Describe the LEA's strategies for coordinating resources and efforts to prepare parents to be involved in the schools and in their children's education.	<p>PVUSD has a strong parent component that supports a full partnership between the home and the school. State and federal advisory committees exist at school site and the district levels. In addition, school sites, Migrant Education, Extended Learning, Adult Education, SELPA and the Categorical Programs department sponsor a variety of ongoing opportunities for parents to realize the goal of a full partnership. These opportunities include: an annual Parent conference, parent forums, Latino Literacy, Literatura Infantil, and specific topics on student achievement. The district employs a TOSA parent trainer to assist District and sites to implement the above mentioned initiatives.</p>

Additional Mandatory Title I Descriptions

(continued)

Coordination of Educational Services

In the space below, please describe how the LEA will coordinate and integrate educational services at the LEA or individual school level in order to increase program effectiveness, eliminate duplication, and reduce fragmentation of the instructional program. Include programs such as: Even Start; Head Start; Reading First; Early Reading First and other preschool programs (including plans for the transition of participants in such programs to local elementary school programs; services for children with limited English proficiency; children with disabilities; migratory children; neglected or delinquent youth; Native American (Indian) students served under Part A of Title VII; homeless children; and immigrant children.

	Description of how the LEA is meeting or plans to meet this requirement:
<p>Describe how the LEA will coordinate and integrate educational services at the LEA or individual school level in order to increase program effectiveness, eliminate duplication, and reduce fragmentation of the instructional program, including programs such as:</p> <ol style="list-style-type: none"> Even Start Head Start Reading First Early Reading First Other preschool programs Services for children that are migratory, neglected or delinquent, Native American (Title VII, Part A), homeless, immigrant, and limited-English proficient, and children with disabilities. <p>Compare to programs listed on Page 11 of the LEA Plan to determine if all active programs have been addressed.</p>	<p>On monthly basis the Superintendent convenes an Extended Cabinet that is composed of the following:</p> <ul style="list-style-type: none"> • Superintendent • Assistant Superintendents • Director, Human Resources • Director, Extended Learning • Director, SELPA • Director, Migrant Education • Director, Child Development Programs • Director, Technology • Director, Educational and English Learner Services • Director, Adult Education <p>The purpose of Extended Cabinet is to coordinate and integrate educational services at the district and site level, in order to increase program effectiveness.</p>

ASSURANCES

To assure the LEA's eligibility for funds included in this Plan, the Superintendent must provide an original signature below attesting to compliance with all of the following statements.

GENERAL ASSURANCES

1. Each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
2. The LEA will comply with all applicable supplement not supplant and maintenance of effort requirements.
3. (a) The control of funds provided under each program and title to property acquired with program funds will be in a public agency, a non-profit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; (b) the public agency, non-profit private agency, institution or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing law.
4. The LEA will adopt and use proper methods of administering each such program, including (a) the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and (b) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.
5. The LEA will cooperate in carrying out any evaluation of each such program conducted by, or for, the State educational agency, the Secretary, or other Federal officials.
6. The LEA will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, Federal funds paid to the applicant under each such program.
7. The LEA will: (a) submit such reports to the State educational agency (which shall make the reports available to the Governor) and the Secretary as the State educational agency and Secretary may require to enable the State educational agency and Secretary to perform their duties under each such program; and (b) maintain such records, provide such information, and afford such access to the records as the State educational agency (after consultation with the Governor) or the Secretary may reasonably require to carry out the State educational agency's or the Secretary's duties.
8. The LEA has consulted with teachers, school administrators, parents, and others in the development of the local consolidated application/LEA Plan to the extent required under Federal law governing each program included in the consolidated application/LEA Plan.
9. Before the application was submitted, the LEA afforded a reasonable opportunity for public comment on the application and considered such comment.
- 9a. The LEA will provide the certification on constitutionally protected prayer that is required by section 9524.
10. The LEA will comply with the armed forces recruiter access provisions required by section 9528.

TITLE I, PART A

The LEA, hereby, assures that it will:

11. Participate, if selected, in the State National Assessment of Educational Progress in 4th and 8th grade reading and mathematics carried out under section 411(b)(2) of the National Education Statistics Act of 1994.
12. If the LEA receives more than \$500,000 in Title I funds, it will allow 1 percent to carry out NCLB Section 1118, Parent Involvement, including promoting family literacy and parenting skills; 95 percent of the allocation will be distributed to schools.
13. Inform eligible schools and parents of schoolwide program authority and the ability of such schools to consolidate funds from Federal, State, and local sources.
14. Provide technical assistance and support to schoolwide programs.
15. Work in consultation with schools as the schools develop the schools' plans pursuant to section 1114 and assist schools as the schools implement such plans or undertake activities pursuant to section 1115 so that each school can make adequate yearly progress toward meeting the State student academic achievement standards.
16. Fulfill such agency's school improvement responsibilities under section 1116, including taking actions under paragraphs (7) and (8) of section 1116(b).
17. Provide services to eligible children attending private elementary schools and secondary schools in accordance with section 1120, and timely and meaningful consultation with private school officials regarding such services.
18. Take into account the experience of model programs for the educationally disadvantaged, and the findings of relevant scientifically based research indicating that services may be most effective if focused on students in the earliest grades at schools that receive funds under this part.
19. In the case of an LEA that chooses to use funds under this part to provide early childhood development services to low-income children below the age of compulsory school attendance, ensure that such services comply with the performance standards established under section 641A(a) of the Head Start Act.
20. Work in consultation with schools as the schools develop and implement their plans or activities under sections 1118 and 1119 and *California Education Code Section 64001*.
21. Comply with requirements regarding the qualifications of teachers and paraprofessionals and professional development.
22. Inform eligible schools of the local educational agency's authority to obtain waivers on the school's behalf under Title IX.
23. Coordinate and collaborate, to the extent feasible and necessary as determined by the local educational agency, with the State educational agency and other agencies providing services to children, youth, and families with respect to a school in school improvement, corrective action, or restructuring under section 1116 if such a school requests assistance from the local educational agency in addressing major factors that have significantly affected student achievement at the school.
24. Ensure, through incentives for voluntary transfers, the provision of professional development, recruitment programs, or other effective strategies, that low-income students and minority students

are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers.

25. Use the results of the student academic assessments required under section 1111(b)(3), and other measures or indicators available to the agency, to review annually the progress of each school served by the agency and receiving funds under this part to determine whether all of the schools are making the progress necessary to ensure that all students will meet the State's proficient level of achievement on the State academic assessments described in section 1111(b)(3) within 12 years from the baseline year described in section 1111(b)(2)(E)(ii).
26. Ensure that the results from the academic assessments required under section 1111(b)(3) will be provided to parents and teachers as soon as is practicably possible after the test is taken, in an understandable and uniform format and, to the extent practicable, provided in a language or other mode of communication that the parents can understand.
27. Assist each school served by the agency and assisted under this part in developing or identifying examples of high-quality, effective curricula consistent with section 1111(b)(8)(D) and *California Education Code Section 64001*.
28. Ensure that schools in school improvement status spend not less than ten percent of their Title I funds to provide professional development (in the area[s] of identification to teachers and principals) for each fiscal year.
29. Prepare and disseminate an annual LEA report card in accordance with section 1111(h)(2).
30. Where applicable, the applicant will comply with the comparability of services requirement under section 1120A(c). In the case of a local educational agency to which comparability applies, the applicant has established and implemented an agency-wide salary schedule; a policy to ensure equivalence among schools in teachers, administrators, and other staff; and a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies. Documentation will be on file to demonstrate that the salary schedule and local policies result in comparability and will be updated biennially.

TITLE I, PART D – SUBPART 2

31. Where feasible, ensure that educational programs in the correctional facility are coordinated with the student's home school, particularly with respect to a student with an individualized education program under Part B of the Individuals with Disabilities Education Act.
32. Work to ensure that the correctional facility is staffed with teachers and other qualified staffs that are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth.
33. Ensure that the educational programs in the correctional facility are related to assisting students to meet high academic achievement standards.

TITLE II, PART A

34. The LEA, hereby, assures that:

- The LEA will target funds to schools within the jurisdiction of the local educational agency that:

- (A) Have the lowest proportion of highly qualified teachers;**
- (B) Have the largest average class size; or**
- (C) Are identified for school improvement under section 1116(b).**

- The LEA will comply with section 9501 (regarding participation by private school children and teachers).
- The LEA has performed the required assessment of local needs for professional development and hiring, taking into account the activities that need to be conducted in order to give teachers the means, including subject matter knowledge and pedagogy skills, and to give principals the instructional leadership skills to help teachers, to provide students with the opportunity to meet California's academic content standards. This needs assessment was conducted with the involvement of teachers, including teachers participating in programs under Part A of Title I.
- The LEA will assure compliance with the requirements of professional development as defined in section 9101 (34).

TITLE II, PART D

35. The LEA has an updated, local, long-range, strategic, educational technology plan in place that includes the following:

- Strategies for using technology to improve academic achievement and teacher effectiveness.
- Goals aligned with challenging state standards for using advanced technology to improve student academic achievement.
- Steps the applicant will take to ensure that all students and teachers have increased access to technology and to help ensure that teachers are prepared to integrate technology effectively into curricula and instruction.
- Promotion of curricula and teaching strategies that integrate technology, are based on a review of relevant research, and lead to improvements in student academic achievement.
- Ongoing, sustained professional development for teachers, principals, administrators, and school library media personnel to further the effective use of technology in the classroom or library media center.
- A description of the type and costs of technology to be acquired with Ed Tech funds, including provisions for interoperability of components.
- A description of how the applicant will coordinate activities funded through the Ed Tech program with technology-related activities supported with funds from other sources.
- A description of how the applicant will integrate technology into curricula and instruction, and a timeline for this integration.
- Innovative delivery strategies – a description of how the applicant will encourage the development and use of innovative strategies for the delivery of specialized or rigorous courses and curricula through the use of technology, including distance learning technologies, particularly in areas that would not otherwise have access to such courses or curricula due to geographical distances or insufficient resources.

- A description of how the applicant will use technology effectively to promote parental involvement and increase communication with parents.
 - Collaboration with adult literacy service providers.
 - Accountability measures – a description of the process and accountability measures that the applicant will use to evaluate the extent to which activities funded under the program are effective in integrating technology into curricula and instruction, increasing the ability of teachers to teach, and enabling student to reach challenging state academic standards.
 - Supporting resources – a description of the supporting resources, such as services, software, other electronically delivered learning materials, and print resources that will be acquired to ensure successful and effective uses of technology.
36. The LEA must use a minimum of 25 percent of their funds to provide ongoing, sustained, and intensive high quality professional development in the integration of advanced technology into curricula and instruction and in using those technologies to create new learning environments.
37. ***Any LEA that does not receive services at discount rates under section 254(h)(5) of the Communications Act of 1934 (47 U.S.C. 254(h)(5) hereby assures the SEA*** that the LEA will not use any Title II, Part D funds to purchase computers used to access the Internet, or to pay for direct costs associated with accessing the Internet, for such school unless the school, school board, local educational agency, or other authority with responsibility for administration of such school:
- Has in place a policy of Internet safety for minors that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are obscene, child pornography, or harmful to minors
 - Is enforcing the operation of such technology protection measure during any use of such computers by minors
 - Has in place a policy of Internet safety that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are obscene or child pornography, and is enforcing the operation of such technology protection measure during any use of such computers, and
 - Any LEA that *does* receive such discount rates hereby assures the SEA that it will have in place a policy of Internet safety for minors required by Federal or State law.

TITLE III

38. The LEA assures that it consulted with teachers, researchers, school administrators, parents, and, if appropriate, with education-related community groups, nonprofit organizations, and institutions of higher education in developing the LEA Plan.
39. The LEA will hold elementary and secondary schools accountable for increasing English language proficiency and for LEP subgroups making adequate yearly progress.

40. The LEA is complying with Section 3302 prior to, and throughout, each school year.
41. The LEA annually will assess the English proficiency of all students with limited English proficiency participating in programs funded under this part.
42. The LEA has based its proposed plan on scientifically based research on teaching limited-English-proficient students.
43. The LEA ensures that the programs will enable to speak, read, write, and comprehend the English language and meet challenging State academic content and student academic achievement standards.
44. The LEA is not in violation of any State law, including State constitutional law, regarding the education of limited-English-proficient students, consistent with Sections 3126 and 3127.

TITLE IV, PART A

45. The LEA assures that it has developed its application through timely and meaningful consultation with State and local government representatives, representatives of schools to be served (including private schools), teachers and other staff, parents, students, community-based organizations, and others with relevant and demonstrated expertise in drug and violence prevention activities (such as medical, mental health, and law enforcement professionals).
46. The activities or programs to be funded comply with the principles of effectiveness described in section 4115(a) and foster a safe and drug-free learning environment that supports academic achievement.
47. The LEA assures that funds under this subpart will be used to increase the level of State, local, and other non-Federal funds that would, in the absence of funds under this subpart, be made available for programs and activities authorized under this subpart, and in no case supplant such State, local, and other non-Federal funds.
48. Drug and violence prevention programs supported under this subpart convey a clear and consistent message that acts of violence and the illegal use of drugs are wrong and harmful.
49. The LEA has, or the schools to be served have, a plan for keeping schools safe and drug-free that includes:
 - Appropriate and effective school discipline policies that prohibit disorderly conduct, the illegal possession of weapons, and the illegal use, possession, distribution, and sale of tobacco, alcohol, and other drugs by students.
 - Security procedures at school and while students are on the way to and from school.
 - Prevention activities that are designed to create and maintain safe, disciplined, and drug-free environments.
 - A crisis management plan for responding to violent or traumatic incidents on school grounds.
 - A code of conduct policy for all students that clearly states the responsibilities of students, teachers, and administrators in maintaining a classroom environment that:
 - Allows a teacher to communicate effectively with all students in the class.

- Allows all students in the class to learn.
- Has consequences that are fair, and developmentally appropriate.
- Considers the student and the circumstances of the situation.
- Is enforced accordingly.

50. The application and any waiver request under section 4115(a)(3) (to allow innovative activities or programs that demonstrate substantial likelihood of success) will be available for public review after submission of the application.

TITLE IV, PART A, SUBPART 3

51. The LEA assures that it has, in effect, a written policy providing for the suspension from school for a period of not less than one year of any student who is determined to have brought a firearm to school or who possesses a firearm at school and the referral of a student who has brought a weapon or firearm to the criminal or juvenile justice system. Such a policy may allow the Superintendent to modify such suspension requirement for a student on a case-by-case basis.

TITLE V, PART A

52. The LEA has provided, in the allocation of funds for the assistance authorized by this part and in the planning, design, and implementation of such innovative assistance programs, for systematic consultation with parents of children attending elementary schools and secondary schools in the area served by the LEA, with teachers and administrative personnel in such schools, and with such other groups involved in the implementation of this part (such as librarians, school counselors, and other pupil services personnel) as may be considered appropriate by the LEA.

53. The LEA will comply with this Part, including the provisions of section 5142 concerning the participation of children enrolled in private nonprofit schools.

54. The LEA will keep such records, and provide such information to the SEA, as may be reasonably required for fiscal audit and program evaluation.

55. The LEA will annually evaluate the programs carried out under this Part, and that evaluation:

- Will be used to make decisions about appropriate changes in programs for the subsequent year;
- Will describe how assistance under this part affected student academic achievement and will include, at a minimum, information and data on the use of funds, the types of services furnished, and the students served under this part; and
- Will be submitted to the SEA at the time and in the manner requested by the SEA.

New LEAP Assurances

56. Uniform Management Information and Reporting System: the LEA assures that it will provide to the California Department of Education (CDE) information for the uniform management information and reporting system required by No Child Left Behind, Title IV in the format prescribed by CDE. That information will include:

- (i) Truancy rates;
- (ii) The frequency, seriousness, and incidence of violence and drug-related offenses resulting in suspensions and expulsions in elementary schools and secondary schools in the State;

(iii) The types of curricula, programs, and services provided by the chief executive officer, the State educational agency, local educational agencies, and other recipients of funds under this subpart; and

(iv) The incidence and prevalence, age of onset, perception of health risk, and perception of social disapproval of drug use and violence by youth in schools and communities. (Section 4112, General Provisions, Title IV, Part A, PL 107-110)

57. Unsafe School Choice Policy: the LEA assures that it will establish and implement a policy requiring that a student attending a persistently dangerous public elementary school or secondary school, as determined by the State, or who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary or secondary school within the local educational agency, including a public charter school. The LEA will submit on a format to be designated by CDE the information the state requires to complete annual federal reporting requirements on the number of schools that have been designated "persistently dangerous" in accordance with California State Board of Education policy. (Section 9532, General Provisions, Title IX, PL 107-110.)

Other

58. The LEA assures that a minimum of 95 percent of all students and a minimum number of students in each subgroup (at both the school and district levels) will participate in the state's assessments program.

SIGNATURE PAGE

(Signatures must be original. Please use blue ink.)

The superintendent and governing board of the LEA submitting this Plan must sign on behalf of all participants included in the preparation of the Plan. LEAs in Program Improvement Year 3 assigned or required to contract with a District Assistance and Intervention Team (DAIT) must also secure signatures from their DAIT leads.

Dorma Baker

Print Name of Superintendent

Signature of Superintendent

Date

Willie Yahiro

Print Name of Board President

Pending Board Approval on March 23

Signature of Board President

Date

Print Name of District Assistance and Intervention Team (DAIT)

Signature of DAIT Lead

Date

Print Name of Title III Regional County Office of Education Lead (if applicable)

Signature of Title III Regional
County Office of Education Lead (if applicable)

Date

Certification: I hereby certify that all of the applicable state and federal rules and regulations will be observed by this LEA and that, to the best of my knowledge, information contained in this Plan is correct and complete. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained onsite. I certify that we accept all general and program specific assurances for Titles I, II, and/or III as appropriate, except for those for which a waiver has been obtained. A copy of all waivers will remain on file. I certify that actual ink signatures for this LEA Plan/Plan Addendum/Action Plan are on file, including signatures of any required external providers, i.e., district assistance and intervention team and/or Title III regional lead.



Board Agenda Backup

Item No: 9.11

Date: March 27, 2013

Item: Approval of Consulting Services firm to provide design services for renewable energy systems for projects outlined in the 2012-2022 Facilities Master Plan.

Overview: In December, 2012 the Maintenance, Operations and Facilities staff started the process to solicit Request for Qualifications (RFQ) for Consulting Services for renewable energy design services. On January 16, 2013 the RFQ was distributed. The District received 5 replies. The submitted replies were reviewed by Richard Mullikin, Gregory Giuffre, Dennis Dunston, Steve Okamura and Paul Anderson.

After careful review of the 5 submitted replies to the RFQ, the group selected the top firm. The top firm was NAM (Newcomb, Anderson, McCormick) Energy Engineering and Consulting, from San Francisco. NAM was interviewed by Staff and Dennis Dunston on 03-19-13.

Recommendation: It is recommended that the Board approve the Consulting Services firm of NAM (Newcomb, Anderson, McCormick) from San Francisco, and authorize the Director of Maintenance, Operations and Facilities to solicit a Request for Proposal from the firm.

Budget Considerations:

Funding Source: Measure L Bond Funds

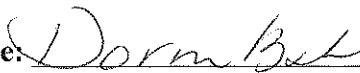
Budgeted: Yes: ☒ No: ☐

Amount: None at this time

Prepared By:


Richard Mullikin, Director of Maintenance, Operations & Facilities

Superintendent's Signature:


Dorma Baker



Board Agenda Backup

Item No: 9.12

Date: March 27, 2013

Item: Approval of Architectural Contracts to provide Architectural services on upcoming projects.

Overview: In July, 2012 the Maintenance, Operations and Facilities staff started the process to solicit Request for Qualifications (RFQ) for Architectural Services. On August 1, 2012 the RFQ was distributed. The District received 21 replies. The submitted replies were reviewed by Richard Mullikin, Gregory Giuffre, Rich Buse, Mitch Novak, Harendra Goonetilleke, Nicole Meshi, Mark Edwards, Dennis Dunston and Steve Okamura. After careful review of the 21 submitted replies to the RFQ, the group selected the top 10 firms and interviews were set-up. The interview panel was Steve Okamura, Gregory Giuffre, Richard Mullikin, Nicole Meschi, Dennis Dunston, Paul Anderson and Harendra Goonetilleke. The group completed the interviews on October 19, 2012. The top three architectural firms were Kasavan Architects from Salinas, NTD Architecture from Salinas and HMC Architects from San Jose. Staff has worked with all three Architect firms and legal counsel to finalize the Architects contract. All three Architectural firms will be signing the same contract.

Recommendation: It is recommended that the Board approve the Architectural Contracts of Kasavan Architects, NTD Architecture and HMC Architects and authorize the Director of Maintenance, Operations and Facilities to execute the three contracts.

Budget Considerations:

Funding Source: Measure L Bond Funds

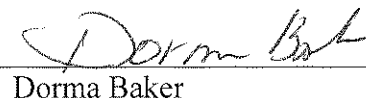
Budgeted: Yes: ☒ No: ☐

Amount: None at this time

Prepared By:


Richard Mullikin, Director of Maintenance, Operations & Facilities

Superintendent's Signature:


Dorma Baker

**MASTER
AGREEMENT
FOR
ARCHITECTURAL SERVICES**

March 27, 2013

Pajaro Valley Unified School District
294 Green Valley Road
Watsonville, CA 95076

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MASTER AGREEMENT
FOR
ARCHITECTURAL SERVICES

NOTE:
Contract for
HMC Architects.
(1st + signature
pages for the two
other firms attached;
contract language is
the same.

This Agreement for Architectural Services ("Agreement") is made and entered into by and between Pajaro Valley Unified School District, a school district duly organized and existing under the laws of the State of California (the "District"), and HMC Architects (the "Architect"), with respect to the following recitals:

A. District proposes to undertake the construction the Project identified herein, and requires the services of a duly qualified and licensed architect.

B. Architect represents that Architect is licensed to provide architectural/engineering services in the State of California and is specially qualified to provide the services required by the District, specifically the design and construction oversight of public school(s).

C. The parties have negotiated the terms pursuant to which Architect will provide such services and reduce such terms to writing by this Agreement.

In consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

ARTICLE 1

DEFINITIONS

1.1 **Additional Services.** "Additional Services" shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the District, and as further defined in Article 6 herein.

1.2 **Agreement.** "Agreement" shall mean this Agreement for Architectural Services.

1.3 **Architect.** "Architect" shall mean HMC Architects and its officers, shareholders, owners, partners, employees, agents and authorized representatives.

1.4 **Basic Services.** Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, electrical engineering and kitchen design services, normally required to complete the Project, as further defined in Article 5.

1.5 **Contract Documents.** "Contract Documents" shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between Owner and Contractor, Lease-Leaseback Agreement and associated documents, complete working drawings and specifications setting forth in detail sufficient for construction the work to be

done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.

1.6 **Contractor.** "Contractor" shall mean one or more ultimately selected to perform work on the Project or any replacement.

1.7 **District.** "District" shall mean Pajaro Valley Unified School District, and its governing board members, employees, agents and authorized representatives.

1.8 **Project.** "Project" shall mean the work of improvement described in Article 3 and the construction thereof, including the Architect's services thereon, as described in this Agreement.

1.9 **Project Estimate.** "Project Estimate" shall mean the estimate of total construction costs to the District for the Project as initially agreed upon in writing by the District and the Architect and as subsequently revised, pursuant to section 5.1.2 hereof, by the estimator engaged by the District. The Project Estimate shall not be revised at the time the District enters a construction contract, even if the value of the construction contract exceeds the Project Estimate, but shall be increased by the dollar amounts of all approved additive contract change order items, with the exception of (i) items resulting from wrongful acts or omissions on the part of the Architect, including but not limited to those items covered by Section 5.7.19.2, below, (ii) payments to Architect or consultants for costs of inspections, surveys, tests and landscaping not included in the Project, and (iii) items where Architect and District agreed to compensate the Architect for its services on an hourly basis, pursuant to Section 5.7.19.1, below.

ARTICLE 2

RETENTION OF ARCHITECT: STANDARD OF CARE

District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Agreement and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Architect under and required by this Agreement shall be performed (a) in compliance with this Agreement and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). The Architect shall exercise usual and customary care to interpret applicable ADA requirements and California law and to inform the District of any known inconsistencies between Federal and State accessibility regulations and of requirements which are subject to conflicting interpretations of law. The Architect, however, cannot and does not warrant or guarantee that the District's facilities will fully comply with the interpretations of the ADA requirements by regulatory bodies or court decisions. Architect shall be responsible for the completeness and accuracy of the plans and specifications.

ARTICLE 3

DESCRIPTION OF PROJECT

The Project concerning which such architectural services shall be provided is described in Appendix C and duly approved addenda to this Agreement.

ARTICLE 4

COMPENSATION

4.1 **Basic Services.** For all "Basic Services" as defined in Articles 1 and 5 of this Agreement, the total compensation paid to the Architect for the Project shall not exceed [for new construction: 9% of the Project Estimate] [for modernization: 12% of the Project Estimate]. This compensation shall be paid pursuant to the following schedule:

Initial Payment	None
Upon Completion of:	
Schematic Design	15%
Design Development Phase	20%
Contract Documents Phase	35%
DSA Back Check	5%
Bidding Phase	5%
Construction Phase	18%
DSA Closeout	2%
TOTAL BASIC COMPENSATION	100%

Upon any adjustment (increase or decrease) to the Project Estimate as contemplated by section 1.9, the Architect's total compensation for Basic Services for the Project shall also be increased or decreased. Such adjustments may be effected by the District by either (a) adjusting any future payment due under the payment schedule immediately above, or (b) issuing a revision notice to Architect that either tenders any additional payment owed or demands reimbursement from the Architect of any overpayment to date.

4.2 **Additional Services.**

4.2.1 For all "Additional Services," as defined in Articles 1 and 6 of this Agreement, compensation shall be a fee to be agreed upon by the parties in writing prior to performance of such services by Architect. Unless expressly stated in the written authorization to proceed with the additional services, the fee for such additional services shall be an amount computed by multiplying the hours to be worked by Architect's staff or Architect's consultants by their standard billing rates as attached in Exhibit A, or as otherwise specifically approved in writing in advance by District.

4.2.2 Architect shall keep complete records showing all hours worked and all costs and charges applicable to work not covered by the basic fee. Architect will be responsible for

Architect's consultants keeping similar records. District shall be given reasonable access to those records for audit purposes.

4.3 **Reimbursable Expenses:** It is the intent of this agreement that all expenses except unusual expenses approved in writing by the District in advance will be included in the base fee for the project. It is anticipated that progress submittals made to the District and governing agencies will be electronically communicated.

4.4 Each payment to Architect for Basic and Additional Services satisfactorily performed shall be made in the usual course of District business after presentation by Architect of a properly documented and submitted monthly invoice approved by District's authorized representative designating the services performed, the method of computation of the amount payable, and the amount payable. District shall pay approved invoices within sixty (60) days after proper submission by Architect. To be properly submitted, an invoice shall be timely, be accompanied by all necessary documentation and a list all activities performed. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. If District disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's written request, arrange for a meeting to confer about, and potentially resolve the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Architect cannot resolve all such disputes. In such cases the District will only withhold payment on the disputed amounts.

4.5 The Architect's compensation shall be paid at the time and in the amount noted, where the amount due to the Architect is not disputed, notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Architect to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, and (ii) the Architect's negligence, recklessness or willful misconduct caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20. Two percent (2%) of the Architect's fee will be withheld until District receives certification of Field Act approval.

4.6 Should District cancel the Project pursuant to section 12.1 of this Agreement at any time during the performance of this Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed as set forth in Section 12.1.

4.7 Architect shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

ARTICLE 5

BASIC SERVICES TO BE RENDERED BY ARCHITECT

5.1 General

5.1.1 Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, electrical engineering and kitchen design services, normally required to complete the Project. The Basic Services also include the services described in this Article 5, below, including but not limited to construction document preparation, bid processing, preparation and processing of change orders, requests for information, and other contract administration duties. The District shall have the right to add or delete from the Architect's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Architect shall expeditiously and diligently perform all of its work and obligations under this Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Architect acknowledges that its priority is to complete the Project and the Architect's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.

5.1.2 The District shall engage an estimator to prepare, and subsequently revise as indicated herein, the Project Estimate. The Architect shall review the Project Estimate at each phase of Architect's services. If at any time the Project Estimate is in excess of the project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit. The estimator shall provide a final Project Estimate following approval by the Division of the State Architect ("DSA") of the plans and specifications for the Project.

5.1.3 The Project Estimate shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders. However, any such contingency for change orders shall not affect Architect's compensation.

5.1.4 At its discretion, the District may direct its estimator to include in the Project Estimate an adjustment factor for anticipated market conditions at the time a contract for construction of the Project will be executed by the District. Architect shall notify the District if there are any indicated adjustments in a previously provided Project Estimate arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index.

5.1.5 The District may engage a contractor or consultant(s) to perform a constructability review or suggest value engineering measures for the Project. At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's contractor or consultants in such constructability review and in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents, and shall incorporate such value engineering measures as District directs and Architect, in its professional judgment, reasonably deems achievable. If there are project meetings during the design and construction phases, including such meetings as may be required during a constructability review conducted by a contractor or consultant, Architect shall attend those meetings.

5.1.6 The Architect shall review visually observable existing conditions of facilities and thoroughly account for and list in the construction documents any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance

required by this Agreement. Architect's review required by this provision shall be limited to non-destructive evaluation.

5.1.7 Architect shall provide qualified personnel as required for the phase of construction and for the specific needs of each specific project, to perform its duties and responsibilities under this Agreement. All personnel provided by Architect shall be qualified to perform the services for which they are provided. Architect shall obtain District's approval of each employee of Architect who provides services under this Agreement, and approval of each change of employees who are providing such services. District may, upon thirty (30) days written notice, cause Architect to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Agreement and/or to avoid delay, Architect shall provide them immediately.

5.1.8 Architect is an agent of District and shall reasonably represent the District at all times in relation to the Project.

5.1.9 Architect shall be fully licensed as required by law at all times when providing services under this Agreement.

5.2 Consultants

5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performance of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be employed to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's consultants shall also conduct periodic observations of the site to determine conformance with the Project design and specifications and shall participate in the final observations and development of any "punch list" items. Prior to engaging any consultant, Architect will submit such consultant's name and qualifications to the District for approval, which shall not be unreasonably withheld.

5.2.2 District's Consultants. Architect shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a construction manager and a program manager to assist District in performance of District's duties for the Project.

5.2.3 The Architect shall coordinate with the District to procure a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall

have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

5.2.4 Architect shall coordinate with the District to procure chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.2.5 Architect shall assist the District and its consultants in applying for funding for the Project from outside agencies including the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by DSA, OPSC and California Department of Education in connection therewith.

5.3 **Schematic Design Phase**

5.3.1 The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

5.3.2 The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.

5.3.3 The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.4 Based on a mutual understanding of the District's budget and scope of work requirements, the Architect shall prepare for the District's governing board's written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, and a written time schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The written schedule shall conform to District's milestone and completion deadline requirements. Upon completion of the schematic design documents, the District's estimator shall prepare a Project Estimate based on current area, volume and other unit costs, and including reasonable contingencies for all construction and construction management work. The schematic design shall conform to District's total construction cost budget. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by increasing the District's total construction cost budget, or by altering the District's completion deadlines. If District incorporates any recommended changes, then Architect shall revise the schematic design documents, including but not limited to the written schedule for the performance of work, as necessary until District's governing board approves them in writing. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's approval of the schematic design documents. In the District's discretion, the Project Estimate shall be revised by the District's estimator at the same time as the schematic design documents are revised for board approval.

5.4 Design Development Phase

5.4.1 Following District's governing board's written approval of the schematic design documents, Architect shall provide all necessary architectural and engineering services as listed in Section 5.1.1 to prepare design development documents for the District's governing board's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the District. The design development documents shall represent a 50% complete design. The design development documents shall include a revised construction schedule. Upon completion of the design development documents, the District's estimator shall prepare a revised Project Estimate based on current area, volume and other unit costs. The design development documents shall conform to District's total construction cost budget and shall include reasonable contingencies for all construction and construction management work, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by altering the District's total construction cost budget or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written schedule for the performance of work, as necessary until District's governing board approves them in writing. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's approval of the design development documents. In the District's discretion, the Project Estimate shall be revised by the District's estimator at the same time as the design development documents are revised for board approval.

5.4.2 The Architect shall assist the District and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan and Air Quality Plan if any such plan is required for this Project.

5.4.3 Architect shall prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the OPSC (if applicable), the Department of Education, the State Fire Marshall and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by law. Architect shall provide a copy of all such documents to the District.

5.4.4 Architect shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.

5.4.5 Architect shall provide at no expense to the District one complete set of preliminary plans for the review and written approval of the District and all sets as required for each public agency having approval authority over such plans for their review and approval at no expense to the District.

5.5 Contract Documents Phase

5.5.1 Following the District's governing board's written approval of the design development documents, including the Project Estimate and construction schedule, the Architect shall prepare Contract Documents for the written approval of District's governing board consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical, kitchen systems and utility-service-connected equipment and site work. Architect shall provide that the drawings and specifications are, among other things, complete, accurate, and coordinated so as to eliminate errors, omissions and conflicts, within the established standard of care, especially between the work of a subconsultant and other subconsultants or the Architect; and Architect may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Architect shall also update the construction schedule for written approval of District's governing board. The Contract Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the Contract Documents, Architect shall prepare, based on information provided by the surveyor, an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. If the Project is intended to be split into multiple contracts, then the Contract Documents shall be structured in order to maximize the ability to create multiple contract packages for the Project, and shall identify the contract packages to be created. Upon completion of the Contract Documents, the District's estimator shall prepare a revised Project Estimate based on current area, volume and other unit costs.

5.5.2 Architect shall consult with and involve the District in development of the Contract Documents, and shall forward them to the District for written approval prior to their use.

5.5.3 Prior to submission of the Contract Documents to DSA for plan check, the Architect shall submit the Contract Documents to the District for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by District is not required.

5.5.4 After approval by the District's governing board and any constructability review, the Architect shall submit the Contract Documents to the DSA for plan check, and make the necessary corrections to secure the DSA approval.

5.5.5 At the time of DSA approval of the final form of the Contract Documents, the District's estimator shall prepare a final Project Estimate and Architect shall prepare a final construction schedule, which shall be given final written approval by the District's governing board

along with the Contract Documents. The revised Project Estimate shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the final Contract Documents, including the contract schedule, the Architect shall consult with and involve the District in the process to maximize accuracy and completeness. The revised Project Estimate shall conform to District's total Project budget, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's written approval of the Contract Documents.

5.6 Contracting Phase

5.6.1 Following DSA's and District's governing board's written approval of Contract Documents and District's governing board's written acceptance of the final Project Estimate and construction schedule, Architect shall continue to work with the District in finalizing the Contract Documents and, if desired by District, the bid documents and bid package. If requested by the District, Architect shall reproduce the Contract Documents, if desired by District, the bid package, in the number requested by the District and distribute them among interested contractors. If the District elects to seek competitive bids for the Project, or any portion thereof, Architect shall also assist the District in obtaining of bids, and shall assist the District in evaluating bids and substitutions proposed by contractors, and in awarding the bids. If the District elects to negotiate a contract for the Project, or any portion thereof, Architect shall assist the District as needed in reviewing contractor proposals and selecting an appropriate Contractor. All sets of Contract Documents, which does not include those for the use of the Architect or its consultant, requested by the District in excess of 3 sets shall be reproduced at District's expense.

5.6.2 The Project Estimate at the time of DSA approval of the Contract Documents shall be current as of that date. Should a construction contract for the Project be entered into more than ninety (90) days after the date of that Project Estimate, the District may, in its discretion, request that its estimator revise the Project Estimate.

5.6.3 If the District elects to receive public bids for the Project, and should the lowest responsible and responsive bid received on a bid package exceed the final Project Estimate as accepted by District by more than ten percent (10%), Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such Project Estimate. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's Project Estimate. To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, as an alternative, include in the Contract Documents one or more alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Project Estimate.

5.6.4 If the District elects to receive public bids for the Project, the Architect shall review the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum requirements.

5.6.5 The Architect shall, in addition to the above, assist the Construction Manager in publishing the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises to assist the District in achieving the District wide goal for DVBE participation in contracts. The Architect shall also assist the Construction Manager in the preparation and submittal of the appropriate documentation to the OPSC.

5.7 **Construction Phase**

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon District's written approval of Architect's final certificate for payment to Contractor, provided that such certification and payment shall not constitute an admission by Architect or District that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.

5.7.2 All instructions to the Contractor shall be forwarded through the Architect unless otherwise directed by the District. The Architect shall advise and consult with the District in the general administration of the Project. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents, unless the District grants additional authority in writing.

5.7.3 The Architect shall timely provide District with copies of all of its correspondence with the Contractors.

5.7.4 The Architect shall provide prompt and timely direction to the District's Project inspectors and/or contractors as to the interpretation of Contract Documents. Architect shall respond to all requests for information ("RFIs") from a Contractor within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the project and is causing, or may cause, delay, in which case the Architect shall respond as soon as reasonably possible, if not immediately. If the Architect is not able to take action within the time required due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Based on information provided by the Contractor, changes indicated in clarifications, architectural supplemental information (ASI) change orders, construction change

directives (CCD) and Architect's own knowledge of the Project (including documents in Architect's possession or reasonably available to it), Architect shall prepare an accurate set of conforming as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon completion of the Project. While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Architect shall have no responsibility for their conformity to field conditions. Except that in the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty immediately to notify the District in writing. Architect shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractors.

5.7.6 The Architect shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations pursuant to Government Code section 4216, *et seq.* The Architect may delegate this responsibility to a Contractor if such power to delegate was included in the Contract Documents and bid package, but Architect shall remain responsible for requiring such Contractor to ensure performance of this task. Architect shall provide a copy of all such notifications to the District.

5.7.7 The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the District shall provide such access so that the Architect may perform its functions under the Agreement and Contract Documents.

5.7.8 In the discharge of its duties of observation and interpretation, the Architect shall require Contractors to comply with the Contract Documents, and shall endeavor to guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District and inspectors concerning the Contractor's compliance with the Contract Documents and shall assist the District and inspectors in securing the Contractor's compliance.

5.7.9 The Architect shall visit the site, (both as the Architect deems necessary and as requested by the District, but under no circumstances less than weekly), to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector unless Architect has agreed in writing to serve as the District's Project Inspector.

5.7.10 The Architect shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to identify significant defects and faults.

5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority to reject work and materials which do not conform to the Contract Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Architect shall assist the District in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

5.7.13 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to the Architect's wrongful acts or omissions.

5.7.14 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project. Following completion of the Project and as part of Architect's responsibilities for closeout of the Project, Architect shall prepare conformed architectural drawings as indicated in section 5.7.5 showing the Project as finally constructed by the Contractor. These documents shall include information contained in the as-built documents prepared by the Contractor, any architectural supplemental information (ASI), change orders, submittals and other documents modifying the approved Construction Documents.

5.7.15 The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous substances from new construction. Hazardous Substances shall include all materials banned from inclusion in new public school construction by California State law. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site, or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

With respect to asbestos and asbestos containing materials and lead based paint, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith.

When construction is properly completed, Architect shall provide such certification as to Hazardous Substances as is required of architects for such projects by the OPSC.

5.7.16 Based on the Architect's observations, and an evaluation of each Project Application for Payment, the Architect will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Project Certificates for Payment incorporating such amount, all in accordance with the Contract Documents. The Architect's estimation of the amount of work completed by Contractor shall constitute representations by the Architect to the District that the quality of the completed work is in accordance with the Contract Documents based upon Architect's observations of the completed work and that the Contractor is entitled to payment for the completed work.

5.7.17 Notwithstanding anything else in this Agreement, as a part of its Basic Services, the Architect shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed wrongful acts or omissions by the Architect, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District

5.7.18 The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and during the contract warranty period of the Project.

5.7.19 The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows:

5.7.19.1 District-initiated change orders. If a change order is initiated by the District, the Architect's fee for the Project shall be adjusted by adding the value of additive change orders to the final Project Estimate and calculating a revised fee pursuant to section 4.1 hereof. If a change order is solicited by the District but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order as an Additional Service.

5.7.19.2 Change orders due to Architect. When a change order is necessitated as a result of wrongful acts or omissions by the Architect, the Architect's fees shall not be calculated by reference to the cost of any change order work which would not have been necessary in the absence of such wrongful Acts or omissions.

5.7.19.3 Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.

5.7.20 Notwithstanding any other provision of this Agreement, in the event a change order is caused by, or necessitated as a result of negligence, recklessness or willful misconduct by the Architect, or the District otherwise incurs costs or damages as a result of the Architect's negligence, recklessness or willful misconduct the Architect shall be responsible for the cost of the following:

5.7.20.1 In the event of such a change order, Architect shall be responsible for the difference between (a) what the contractor would have added to its original bid, or its contract price, for the Project if the Architect's negligence, recklessness or willful misconduct had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Architect's negligence, recklessness or willful misconduct and the change order work necessitated by the negligence, recklessness or willful misconduct. It is the parties' intent that the District should pay no more than what the District would have paid if the negligence, recklessness or willful misconduct had not occurred.

5.7.20.2 In addition, Architect shall be responsible for any other costs or damages which the District incurs as a result of the Architect's negligence, recklessness or willful misconduct including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party.

It is not the intent of this section to hold the Architect to a standard in excess of that indicated in Article 2.

The District may backcharge, and withhold payment from, the Architect for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so backcharges and withholds, upon Architect's

request District and Architect shall meet and confer in good faith in an effort to reach agreement on (a) whether negligence, recklessness or willful misconduct occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Architect as described above. If District and Architect do not reach agreement on all four of these items when meeting and conferring, then District and Architect shall use mediation in good faith to resolve the dispute. If mediation fails, then either District or Architect can initiate a court action to resolve the dispute.

5.7.21 The Architect shall provide a color schedule of all finish materials in the Project for the District's review and approval.

5.7.22 The Architect shall assist the District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. Architect shall also perform a warranty review with District 30-60 days before expiration of the specified warranty on the Project.

5.7.23 The Architect shall assist the District in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Contract Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.

5.7.24 Architect shall make reasonable professional efforts so that the finished project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Architect has violated any of the above-referenced laws, or District, because of any wrongful acts or omissions, has violated any of the above-referenced laws, Architect shall remedy the violation at its own cost. **Architect shall indemnify, defend and hold the District harmless pursuant to Article 18.1 of this Agreement for any breach of this paragraph due to Architect's negligence, recklessness or willful misconduct.** The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible non-compliance.

5.8 Project Close-Out

The Architect shall coordinate the efforts of the Contractor, the Project Inspector, the Testing Lab, the Architect's consultants and all other entities required to obtain final certification of the project with the DSA. The Architect, throughout the progress of the Project, shall collect and prepare

documentation necessary for the certification and shall submit the documentation to the DSA upon the completion of the Project. The Architect shall work with the DSA to ensure that all necessary documentation has been submitted and that certification has been awarded.

5.9 Use of Previously Prepared Materials

In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect, whether supplied by District or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Architect pursuant to this Agreement.

ARTICLE 6

ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

6.1 "Additional Services" shall be provided by Architect if authorized in writing by District. No additional compensation shall be paid to Architect for performing these Additional Services unless the District and the Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such compensation shall be computed as set forth in Article 4.2.1 and as otherwise set forth in this Agreement. Any work performed by Architect without written authorization or without written agreement on compensation shall be presumed to be Basic Services.

6.2 The following list of services are not included in the Basic Services to be provided under this Agreement, and they will be performed only in accordance with Article 6.1, above:

6.2.1 providing financial feasibility or other special studies;

6.2.2 providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;

6.2.3 providing coordination of Project performed by separate contractors or by the District's own forces;

6.2.4 providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;

6.2.5 making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Architect;

6.2.6 providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;

6.2.7 providing services made necessary by the default of the Contractor;

6.2.8 preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Architect's or its consultants' alleged wrongful acts or omissions;

6.2.9 providing services of consultants for other than the normal architectural, civil, structural, mechanical and electrical engineering, and kitchen design services for the Project;

6.2.10 at the District's request, selecting moveable furniture, equipment or articles which are not included in the Contract Documents;

6.2.11 providing services related to change orders requested by the District but which are not subsequently authorized (see the second sentence of Section 5.7.19.1, above);

6.2.12 if the project is placed on hold by the District for more than 90 days due to circumstances beyond the control of the Architect, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services; and

6.2.12 providing any other services not otherwise included in the Agreement and not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 7

RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

7.1 pay all fees required by any reviewing or licensing agency;

7.2 designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Agreement and the Contract Documents;

7.3 furnish, at the District's expense, the services of a Project Inspector;

7.4 review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;

7.5 issue appropriate orders to Contractors through the Architect;

7.6 furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect;

7.7 furnish the services of a hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the Project and are requested by the Architect;

7.8 provide hazardous material review and abatement, identifying materials which may qualify for same;

7.9 furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect. The District will also provide information regarding programmatic needs and specific equipment selection data;

7.10 furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect; and

7.11 furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware (however, the District's failure to do so shall not relieve the Architect of Architect's responsibilities under Title 21, Title 24, and the Field Act for this Project and under this agreement).

ARTICLE 8

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

8.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District a certificate of insurance, Additional Insured Endorsement and Declarations Page for the period covered by this Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Architect and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Agreement. The District shall be named as an additional insured on all such policies.

8.2 The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be

written on an "occurrence" basis: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than two million Dollars (\$2,000,000) general aggregate, one million Dollars (\$1,000,000) personal and advertising injury aggregate, with a per occurrence limit of one million Dollars (\$1,000,000); Automobile liability insurance covering motor vehicles shall be in an amount not less than one million Dollars (\$1,000,000) combined single limit.

8.3 The Architect's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage. The Architect shall name, on any policy of insurance required, the District as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Architect shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Architect shall produce a certified copy of any insurance policy required under this section upon written request of the District.

8.4 At the time of making application for any extension of time, Architect shall submit evidence that insurance policies will be in effect during the requested additional period of time.

8.5 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable due to the Architect's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.

8.6 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.

8.7 Each of Architect's consultants shall comply with this Article, and Architect shall include such provisions in its contracts with them.

ARTICLE 9

WORKER'S COMPENSATION INSURANCE

Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. If the Architect employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out employer's liability insurance with an insurance carrier satisfactory to the District. During the course of Architect's services, if Architect ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Architect shall furnish such satisfactory proof of insurance to the District. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

ARTICLE 10

ERRORS AND OMISSIONS INSURANCE

10.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect has, for the period covered by this Agreement, errors and omissions insurance on an occurrence basis with limits of at least one million (\$1,000,000). In addition, Architect shall continue to purchase, and be continuously covered by, claims-made policies with the same terms for at the next least ten (10) years after the period covered by this Agreement. Proof of insurance shall be submitted to the District on a yearly basis.

10.2 Each of Architect's professional sub-consultants (including consultants of Architect's) shall comply with this Article, and Architect shall include such provisions in its contracts with them.

ARTICLE 11

COMPLIANCE WITH LAWS

Architect shall be familiar with, and Architect and Architect's design shall comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA").

ARTICLE 12

TERMINATION OF AGREEMENT

12.1 **Termination by District.** This Agreement may be terminated or the Project may be canceled by the District for the District's convenience and without cause at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for (a) all Basic and Additional services completed, and Reimbursable Expenses incurred, pursuant to this Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District, and (c) any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Architect, the District may also terminate the Agreement for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notice shall include the following: (1) A description of such material breach, and (2) a date not less than seven (7) days after delivery of the notice by which the Architect must commence to cure such breach. In response to such Notice, if the Architect fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Agreement by written notice delivered to the Architect, which shall be effective upon such delivery. In such event, the Architect shall be compensated for all services completed pursuant to this Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the District, but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's request and authorization, Architect shall perform any and all services necessary to complete the work in progress as of the date of the termination.

12.2 **Termination by Architect.** For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Agreement, the Architect may terminate the Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the

date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Architect may terminate the Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Architect, Architect shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, pursuant to this Agreement through the date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District. Upon the District's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

12.3 Miscellaneous Provisions

12.3.1 Following the termination of this Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Architect, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2 In the event of the termination of this Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents pursuant to this Agreement shall immediately upon request by the District be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

ARTICLE 13

ARCHITECT AN INDEPENDENT CONTRACTOR

It is specifically agreed that in the making and performance of this Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

ARTICLE 14

STANDARDIZED MANUFACTURED ITEMS

The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

ARTICLE 15

OWNERSHIP OF DOCUMENTS

All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316.

The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to District any original documents it has retained pursuant to this Agreement upon request by the District.

ARTICLE 16

LICENSING OF INTELLECTUAL PROPERTY

This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property

embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement, not only as they relate or may relate to this Project (including any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to the project for which the Architect was retained under Education Code Section 17316. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District re-uses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be prepared pursuant to this Agreement. **Architect shall indemnify, defend and hold the District harmless pursuant to Article 18.1 of this Agreement for any breach of Article 16 due to Architect's negligence, recklessness or willful misconduct.** The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District.

ARTICLE 17

ACCOUNTING RECORDS OF ARCHITECT

Architect's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles and shall be available to the District or its authorized representative at mutually convenient times.

ARTICLE 18

INDEMNITY

18.1 Architect Indemnification

The Architect shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees against claims arising out of, pertaining to or related to negligence, recklessness or willful misconduct of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement. For purposes of this Article 18.1 only, "claims" means any and all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations, including but not limited to the District's attorneys' fees, experts' fees, and litigation costs incurred in defense of a claim.

However, the Architect's duty to defend shall be limited, as follows: (1) It shall only apply to defense of the portion of the claims against the District that arise out of, pertain to, or relate to negligence, recklessness or willful misconduct of the Architect, the Architect's officers, employees, or consultants; and (2) Architect shall be entitled to reimbursement of reasonable defense costs if a judgment is entered on the claims which specifically finds no negligence, recklessness, or willful misconduct by Architect, the Architect's officers, employees, or consultants. In addition, nothing in this Article 18.1 shall constitute a duty on the part of the Architect to defend and indemnify the District beyond the limits of California Civil Code section 2782.8.

18.2 District Indemnification for Use of Third Party Materials

The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually re-draws or completes such other designs or contract documents; (b) Architect complies with the provisions of Article 5.9 regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or contract documents in question. By providing this or any other indemnification in this Agreement, District does not waive any immunities.

ARTICLE 19

TIME SCHEDULE

19.1 Time for Completion

Time is of the essence of this Agreement. The Architect shall timely complete its Basic and Additional Services as expeditiously as possible and according to the schedule attached as Exhibit B to this Agreement.

19.2 Delays

The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any wrongful acts or omissions by the Architect, shall be added to the time for completion and the fee shall be equitably adjusted for any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

ARTICLE 20

MISCELLANEOUS PROVISIONS

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Santa Cruz County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

20.2 The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

District:

Pajaro Valley Unified School District
294 Green Valley Road
Watsonville, CA 95076

Attention: Richard Mullikin, Director of Maintenance, Operations and Facilities

Architect:

HMC Architects
1570 The Alameda
Studio 330
San Jose, CA 95126

Attention: Lee Salin

20.4 This Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.

20.5 If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

20.6 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

20.7 Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.

20.8 This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. The Architect, by the execution of this Agreement, acknowledges that the Architect has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

20.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this day of March 27, 2013.

ARCHITECT:

By: 

Lee Salin
HMC Architects

3.20.13

DISTRICT:

By: _____

Richard Mullikin, Director of Maintenance,
Operations and Facilities
Pajaro Valley Unified School District

EXHIBIT A
RATE SCHEDULE

EXHIBIT B

PROJECT SCHEDULE

EXHIBIT C

PROJECT SCOPE, BUDGET AND COMPENSATION

EXHIBIT "A"

HMC Rate Schedule
Standard Hourly Rate by Professional Category
 (Not all categories need apply to this contract)

Description	Rates
Principal in Charge	\$ 195
Project Director	\$ 190
Project Leader/Technical Leader	\$ 135
Sr Project Manager/Sr Project Architect/Sr Technical Manager	\$ 185
Project Manager/Project Architect/Technical Manager	\$ 160
Project Coordinator	\$ 115
Intermediate Drafter	\$ 105
Sr Construction Administrator	\$ 190
Construction Administrator	\$ 140
Construction Administration Support	\$ 80
Design Director	\$ 195
Design Leader	\$ 120
Project Designer	\$ 150
Senior Project Designer	\$ 175
Designer II	\$ 110
Designer	\$ 85
Senior Interior Project Designer	\$ 165
Senior Interior Designer	\$ 170
Interior Design Coordinator	\$ 90
Interior Design Leader	\$ 115
Interior Designer	\$ 125
Sustainable Design	\$ 135
Cost Estimating	\$ 185
Specifications	\$ 165
Agency Compliance	\$ 90
Education Facilities Planner	\$ 160
Senior Education Facilities Planner II	\$ 175
Senior Education Facilities Planner I	\$ 195

These are the current hourly rates effective June 1, 2012 through June 30, 2013 and are subject to change one time annually effective June 1st

**MASTER AGREEMENT
FOR
ARCHITECTURAL SERVICES**

*1st + Signature
page for
Kasavan
Architects*

This Agreement for Architectural Services ("Agreement") is made and entered into by and between Pajaro Valley Unified School District, a school district duly organized and existing under the laws of the State of California (the "District"), and Kasavan Architects (the "Architect"), with respect to the following recitals:

- A. District proposes to undertake the construction the Project identified herein, and requires the services of a duly qualified and licensed architect.
- B. Architect represents that Architect is licensed to provide architectural/engineering services in the State of California and is specially qualified to provide the services required by the District, specifically the design and construction oversight of public school(s).
- C. The parties have negotiated the terms pursuant to which Architect will provide such services and reduce such terms to writing by this Agreement.

In consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

ARTICLE 1

DEFINITIONS

1.1 **Additional Services.** "Additional Services" shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the District, and as further defined in Article 6 herein.

1.2 **Agreement.** "Agreement" shall mean this Agreement for Architectural Services.

1.3 **Architect.** "Architect" shall mean Kasavan Architects and its officers, shareholders, owners, partners, employees, agents and authorized representatives.

1.4 **Basic Services.** Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, electrical engineering and kitchen design services, normally required to complete the Project, as further defined in Article 5.

1.5 **Contract Documents.** "Contract Documents" shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between Owner and Contractor, Lease-Leaseback Agreement and associated documents, complete working drawings and specifications setting forth in detail sufficient for construction the work to be

20.4 This Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.

20.5 If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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IN WITNESS WHEREOF, the parties have caused this instrument to be executed this day of March 27, 2013.

ARCHITECT:

By: _____

Peter Kasavan
Kasavan Architects

DISTRICT:

By: _____

Richard Mullikin, Director of Maintenance,
Operations and Facilities
Pajaro Valley Unified School District

1st + Signature
Page for
NTD Architects

MASTER AGREEMENT
FOR
ARCHITECTURAL SERVICES

This Agreement for Architectural Services ("Agreement") is made and entered into by and between Pajaro Valley Unified School District, a school district duly organized and existing under the laws of the State of California (the "District"), and NTD Architects (the "Architect"), with respect to the following recitals:

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IN WITNESS WHEREOF, the parties have caused this instrument to be executed this day of March 27, 2013.

ARCHITECT:

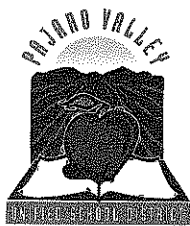
By: 
Godwin Osifeso, Partner
C-22239
NTD Architects

DISTRICT:

By: _____
Richard Mullikin, Director of Maintenance,
Operations and Facilities
Pajaro Valley Unified School District



PAJARO VALLEY UNIFIED SCHOOL DISTRICT



Board Agenda Backup

Item No: 9.13

Date: March 27, 2013

Item: 2012-2013 School Accountability Report Card (SARC)

Overview: Education Code Section 35256 states that governing boards are required to approve the publication of the School Accountability Report Card (SARC). At this time, we are sharing with you a sample high school SARC report. Each SARC report is an overview of the school site. Every report contains the following sections:

- Data and Access
- About This School
- School Climate
- School Facilities
- Teachers
- Support Staff
- Curriculum and Instructional Materials
- School Finances
- Student Performance
- Accountability
- School Completion and Post Secondary Preparation (High Schools only)
- Instructional Planning and Scheduling

The School Accountability Report Cards are posted to each site's webpage. Hard copies of the SARC Reports are kept in the Research, Evaluation, and Assessment office and are made available upon request per Education Code 35258.

Budget Considerations: N/A

Funding Source:

Budgeted: Yes: ☐ No: ☐

Amount: \$

Prepared By: Susan Pérez, Director, Educational and English Learner Services

Superintendent's Signature:

Dorm Bok

Freedom Elementary School

School Accountability Report Card

Reported Using Data from the 2011-12 School Year

Published During 2012-13

Every school in California is required by state law to publish a School Accountability Report Card (SARC), by February 1 of each year. The SARC contains information about the condition and performance of each California public school.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC webpage at <http://www.cde.ca.gov/ta/ac/sa/>.
- For additional information about the school, parents and community members should contact the school principal or the district office.

I. Data and Access

EdData Partnership Web Site

EdData is a partnership of the CDE, EdSource, and the Fiscal Crisis Management and Assistance Team (FCMAT) that provides extensive financial, demographic, and performance information about California's public kindergarten through grade twelve school districts and schools.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest webpage at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district, the county, and the state. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., state Academic Performance Index [API], federal Adequate Yearly Progress [AYP]), test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible. Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

II. About This School

Contact Information (School Year 2012-13)

School Contact Information	
School Name	Freedom Elementary School
Street	25 Holly Drive
City, State, Zip	Freedom, CA 95019
Phone Number	(831) 728-6260
Principal	Gloria E. Puga
E-mail Address	gloria_puga@pvusd.net
CDS Code	44-69799-6049696

District Contact Information	
District Name	Pajaro Valley Unified School District
Phone Number	(831) 786-2100
Web Site	www.pvUSD.net
Superintendent	Dorma Baker
E-mail Address	dorma_baker@pvUSD.net

School Description and Mission Statement (School Year 2011-12)

This section provides information about the school, its programs and its goals.

The professional, caring staff at Freedom Elementary School is dedicated to our students' success. We continue to work with staff, students, families, our district, and our community to increase student learning and to beautify our campus. We are proud of our strong bilingual/biliteracy program, which emphasizes early literacy skills and oral language development in English and Spanish. Our curriculum is based on the California Content Standards, and we use textbooks approved by the state. We have a beautiful garden where students learn about science and nutrition. Approximately 200 students attend daily afterschool tutoring and enrichment programs.

The staff, parents, and community of Freedom School are committed to continually working to improve the academic achievement, self-esteem, and ability of students, so they can become contributing members of our society. Our staff includes 31 teachers and 30 support personnel.

Parents and community members are an integral part of our academic program. We welcome your participation and encourage you to join our School Site Council (SSC), English Learners' Advisory Council (ELAC), Migrant Parents Association, and Home and School Club.

Opportunities for Parental Involvement (School Year 2011-12)

This section provides information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parent involvement.

Although Freedom School is fortunate to have widespread support from parents, we always welcome new volunteers. Opportunities for direct parent involvement include the SSC, the ELAC, the Home and School Club, and the School Safety and Beautification Committee. We welcome parent volunteers in classrooms and at special events, including field trips, Dia del Niño/Day of the Child and Fall Carnival. We encourage all parents to call Marcos Ramirez (831) 728-6260 / marcos.ramirez7@gmail.com and/or Maria Luisa Rios (831) 728-6260 / maria_rios@pvUSD.net for more information about becoming involved.

Student Enrollment by Grade Level (School Year 2011-12)

Grade Level	Number of Students
Kindergarten	110
Grade 1	97
Grade 2	116
Grade 3	96
Grade 4	100
Grade 5	104
Total Enrollment	623

Student Enrollment by Group (School Year 2011-12)

Group	Percent of Total Enrollment	Group	Percent of Total Enrollment
Black or African American	0.2	White	1.4
American Indian or Alaska Native	0	Two or More Races	0
Asian	0	Socioeconomically Disadvantaged	90.5
Filipino	2.1	English Learners	84.6
Hispanic or Latino	96.1	Students with Disabilities	7.2
Native Hawaiian/Pacific Islander	0.2		

Average Class Size and Class Size Distribution (Elementary)

Grade Level	2009-10				2010-11				2011-12			
	Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms		
		1-20	21-32	33+		1-20	21-32	33+		1-20	21-32	33+
K					18	5	0	0	16.9	7	0	0
1					20.4	5	0	0	20.3	4	0	0
2					21	4	0	0	19.2	6	0	0
3					20.2	5	0	0	17.6	5	0	0
4					25.5	0	4	0	27.3	0	3	0
5					25	0	3	0	23.8	1	4	0
Other												

* Number of classes indicates how many classes fall into each size category (a range of total students per class).

III. School Climate

School Safety Plan (School Year 2011-12)

This section provides information about the school's comprehensive safety plan, including the dates on which the safety plan was last reviewed, updated, and discussed with faculty; as well as a brief description of the key elements of the plan.

Our Safe School Plan has two components: people and programs, and the physical environment. The administration, the SSC, and the district assistant superintendent review the plan annually.

We nurture and direct students' values through student assemblies and recognition programs. Our closed campus is clean and safe, reflecting our pride in our community and ourselves. Staff supervise our campus before and after school. We conduct fire, earthquake, intruder/lockdown, and shelter-in-place drills. This year school we have formed a School Safety Committee to review and update our school's safety procedures.

Suspensions and Expulsions

Rate*	School			District		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
Suspensions	14.6	8.67	5.30	25	20.1	12.44
Expulsions	0	0.16	0.00	0.78	0.65	0.45

* The rate of suspensions and expulsions is calculated by dividing the total number of incidents by the total enrollment (and multiplying by 100).

IV. School Facilities

School Facility Conditions and Planned Improvements (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- The year and month in which the data were collected
- Description of any needed maintenance to ensure good repair

Year and month in which data were collected: 2012-06

Buildings

The oldest buildings in the Pajaro Valley Unified School District were built in the early 1900s. Our district has recently built two more schools, which brings the total number of schools in our district to 34. We have fully or partially upgraded or modernized 80 percent of all schools in the district over the past ten years. The district has replaced 90 percent of our relocatable classrooms, also known as "portables," with new, state-approved portables. We added several portables to various school sites. Please contact our school office for more information about the buildings and facilities on our campus.

More facts about the condition of our school buildings are available in an online supplement to this report called for by the Williams legislation of 2004. What you will find is an assessment of more than a dozen aspects of our buildings: their structural integrity, electrical systems, heating and ventilation systems, and more. The important purpose of this assessment is to determine if our buildings and grounds are safe and in good repair. If anything needs to be repaired, this assessment identifies it and targets a date by which we commit to make those repairs. The guidelines for this assessment were written by the Office of Public School Construction (OPSC) and were brought about by the Williams legislation. You can look at the six-page Facilities Inspection Tool used for the assessment on the Web site of the OPSC.

Library

Staffed by a library/media technician, our library/media program ensures that students have free and equal access to information and ideas via the Internet; nonfiction print materials; and current, interesting, high-quality literature. Students can visit the library daily during school hours.

School Facility Good Repair Status (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The Overall Rating (bottom row)

System Inspected	Repair Status				Repair Needed and Action Taken or Planned
	Exemplary	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	[]	[X]	[]	[]	
Interior: Interior Surfaces	[]	[X]	[]	[]	
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	[]	[X]	[]	[]	
Electrical: Electrical	[]	[X]	[]	[]	
Restrooms/Fountains: Restrooms, Sinks/ Fountains	[]	[X]	[]	[]	
Safety: Fire Safety, Hazardous Materials	[]	[X]	[]	[]	

System Inspected	Repair Status				Repair Needed and Action Taken or Planned
	Exemplary	Good	Fair	Poor	
Structural: Structural Damage, Roofs	[]	[X]	[]	[]	
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	[]	[X]	[]	[]	
Overall Rating	[]	[X]	[]	[]	The District will continue to monitor the facilities to insure they stay in good condition

V. Teachers

Teacher Credentials

Teachers	School			District
	2009-10	2010-11	2011-12	2011-12
With Full Credential				934
Without Full Credential				36
Teaching Outside Subject Area of Competence				

Teacher Misassignments and Vacant Teacher Positions

Indicator	2010-11	2011-12	2012-13
Misassignments of Teachers of English Learners	0	0	
Total Teacher Misassignments	0	0	
Vacant Teacher Positions	1	1	

* "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

Core Academic Classes Taught by Highly Qualified Teachers (School Year 2011-12)

The Federal Elementary and Secondary Education Act (ESEA), also known as No Child Left Behind (NCLB), requires that core academic subjects be taught by Highly Qualified Teachers, defined as having at least a bachelor's degree, an appropriate California teaching credential, and demonstrated core academic subject area competence. For more information, see the CDE *Improving Teacher and Principal Quality* webpage at: <http://www.cde.ca.gov/nclb/sr/tq/>

Location of Classes	Percent of Classes in Core Academic Subjects	
	Taught by Highly Qualified Teachers	Not Taught by Highly Qualified Teachers
This School	86.67	13.33
All Schools in District	64.95	35.05
High-Poverty Schools in District	0	0
Low-Poverty Schools in District	65.06	34.94

* High-poverty schools are defined as those schools with student eligibility of approximately 40 percent or more in the free and reduced price meals program. Low-poverty schools are those with student eligibility of approximately 25 percent or less in the free and reduced price meals program.

VI. Support Staff

Academic Counselors and Other Support Staff (School Year 2011-12)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	0	
Counselor (Social/Behavioral or Career Development)	0	---
Library Media Teacher (Librarian)	0	---
Library Media Services Staff (Paraprofessional)	1	---
Psychologist	0	---
Social Worker	0	---
Nurse	0	---
Speech/Language/Hearing Specialist	0	---
Resource Specialist	1	---
Other		---

* One Full-Time Equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

VII. Curriculum and Instructional Materials

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2012-13)

This section describes whether the textbooks and instructional materials used at the school are from the most recent adoption; whether there are sufficient textbooks and instruction materials for each student; and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

Year and month in which data were collected: 2012-2013

Computers

Freedom School has two fully equipped computer labs for student use. Students also use computers and educational software in their classrooms and in our afterschool program to improve their writing. All classrooms have at least three networked computers and a printer, and all staff members have access to email and the Internet.

Textbooks

We choose our textbooks from lists that have been approved by state education officials. For a list of some of the textbooks we use at our school, see the Data Almanac that accompanies this report. We have also reported additional facts about our textbooks called for by the Williams legislation of 2004. This online report shows whether we had a textbook for each student in each core course during the 2010-2011 school year and whether those textbooks covered the California Content Standards.

Curriculum

For more than six years, panels of scholars have decided what California students should learn and be able to do. Their decisions are known as the California Content Standards, and they apply to all public schools in the state. The textbooks we use and the tests we give are based on these content standards, and we expect our teachers to be firmly focused on them. Policy experts, researchers, and educators consider our state's standards to be among the most rigorous and challenging in the nation. You can find the content standards for each subject at each grade level on the Web site of the California Department of Education (CDE).

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	A Legacy of Literature, Houghton Mifflin; Systematic ELD, EL Achieve; Language! 3rd Edition, Sopris West; Carousel, Core & Enhanced, Ballard Tighe	Yes	0%
Mathematics	California Math (Eng. & Span.), Houghton Mifflin	Yes	0%
Science	Science, English & Spanish, Harcourt Achieve	Yes	0%
History-Social Science	Reflections: A Child's View, Harcourt Achieve; Reflections: People We Know, Harcourt Achieve; Reflections: Our Communities, Harcourt Achieve; Reflections: Making A Nation, Harcourt Achieve	Yes	0%

VIII. School Finances

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2010-11)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$7,425	\$4,048	\$3,377	\$55,099
District	---	---	\$3,364	\$53,849
Percent Difference: School Site and District	---	---	0.4%	2.3%
State	---	---	\$5,455	\$68,488
Percent Difference: School Site and State	---	---	-38.1%	-20.6%

* **Supplemental/Restricted** expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

** **Basic/Unrestricted expenditures** are from money whose use, except for general guidelines, is not controlled by law or by a donor.

For detailed information on school expenditures for all districts in California, see the CDE Current Expense of Education & Per-pupil Spending webpage at <http://www.cde.ca.gov/ds/fd/ec/>. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>. To look up expenditures and salaries for a specific school district, see the Ed-Data Web site at: <http://www.ed-data.org>.

Types of Services Funded (Fiscal Year 2011-12)

This section provides specific information about the types of programs and services available at the school that support and assist students. For example, this narrative may include information about supplemental educational services related to the school's federal Program Improvement (PI) status.

The federal and state government provide funds that benefit certain categories of students, including those who qualify for free and reduced lunch (low-income students), English Learners, and students who are struggling with reading. At Freedom School these funds pay for instructional assistants who work with individual and small groups of students in the classroom. This funding also pays for teachers to work with their students before and after school, and it pays for substitutes so teachers can analyze student data, plan together, and share their best strategies for helping students succeed.

Teacher and Administrative Salaries (Fiscal Year 2010-11)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$30,837	\$40,932
Mid-Range Teacher Salary	\$52,928	\$65,424
Highest Teacher Salary	\$72,667	\$84,596
Average Principal Salary (Elementary)	\$92,045	\$106,806
Average Principal Salary (Middle)	\$96,273	\$111,776
Average Principal Salary (High)	\$103,349	\$120,858
Superintendent Salary	\$175,135	\$204,089
Percent of Budget for Teacher Salaries	32%	39%
Percent of Budget for Administrative Salaries	6%	5%

* For detailed information on salaries, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>.

IX. Student Performance

The Standardized Testing and Reporting (STAR) Program consists of several key components, including:

- **California Standards Tests (CSTs)**, which include English-language arts (ELA) and mathematics in grades two through eleven; science in grades five, eight, and nine through eleven; and history-social science in grades eight, and nine through eleven.
- **California Modified Assessment (CMA)**, an alternate assessment that is based on modified achievement standards in ELA for grades three through eleven; mathematics for grades three through seven, Algebra I, and Geometry; and science in grades five and eight, and Life Science in grade ten. The CMA is designed to assess those students whose disabilities preclude them from achieving grade-level proficiency on an assessment of the California content standards with or without accommodations.
- **California Alternate Performance Assessment (CAPA)**, includes ELA and mathematics in grades two through eleven, and science for grades five, eight, and ten. The CAPA is given to those students with significant cognitive disabilities whose disabilities prevent them from taking either the CSTs with accommodations or modifications or the CMA with accommodations.

The assessments under the STAR Program show how well students are doing in relation to the state content standards. On each of these assessments, student scores are reported as performance levels.

For detailed information regarding the STAR Program results for each grade and performance level, including the percent of students not tested, see the CDE STAR Results Web site at <http://star.cde.ca.gov>.

Standardized Testing and Reporting Results for All Students - Three-Year Comparison

Subject	Percent of Students Scoring at Proficient or Advanced								
	School			District			State		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
English-Language Arts	29	34	43	38	39	42	52	54	56
Mathematics	53	59	62	39	39	38	48	50	51
Science	23	14	21	44	47	50	54	57	60
History-Social Science				34	35	37	44	48	49

* Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Standardized Testing and Reporting Results by Student Group - Most Recent Year

Group	Percent of Students Scoring at Proficient or Advanced			
	English-Language Arts	Mathematics	Science	History-Social Science
All Students in the LEA	42	38	50	37
All Student at the School	43	62	21	
Male	35	60	29	
Female	51	64	16	
Black or African American				
American Indian or Alaska Native				
Asian				
Filipino				
Hispanic or Latino	41	62	19	
Native Hawaiian/Pacific Islander				
White				
Two or More Races				
Socioeconomically Disadvantaged	42	61	20	
English Learners	26	56		
Students with Disabilities	24	39		
Students Receiving Migrant Education Services	31	44		

* Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

California Physical Fitness Test Results (School Year 2011-12)

The California Physical Fitness Test (PFT) is administered to students in grades five, seven, and nine only. This table displays by grade level the percent of students meeting the fitness standards for the most recent testing period. For detailed information regarding this test, and comparisons of a school's test results to the district and state, see the CDE PFT webpage at <http://www.cde.ca.gov/ta/tg/pf/>.

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
5	17.3	17.3	15.3

* Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

X. Accountability

Academic Performance Index

The Academic Performance Index (API) is an annual measure of state academic performance and progress of schools in California. API scores range from 200 to 1,000, with a statewide target of 800. For detailed information about the API, see the CDE API webpage at <http://www.cde.ca.gov/ta/ac/ap/>.

Academic Performance Index Ranks - Three-Year Comparison

This table displays the school's statewide and similar schools' API ranks. The **statewide API rank** ranges from 1 to 10. A statewide rank of 1 means that the school has an API score in the lowest ten percent of all schools in the state, while a statewide rank of 10 means that the school has an API score in the highest ten percent of all schools in the state.

The **similar schools API rank** reflects how a school compares to 100 statistically matched "similar schools." A similar schools rank of 1 means that the school's academic performance is comparable to the lowest performing ten schools of the 100 similar schools, while a similar schools rank of 10 means that the school's academic performance is better than at least 90 of the 100 similar schools.

API Rank	2009	2010	2011
Statewide	2	2	2
Similar Schools	7	5	5

Academic Performance Index Growth by Student Group – Three-Year Comparison

Group	Actual API Change		
	2009-10	2010-11	2011-12
All Students at the School	9	18	18
Black or African American			
American Indian or Alaska Native			
Asian			
Filipino			
Hispanic or Latino	10	15	18
Native Hawaiian/Pacific Islander			
White			
Two or More Races			
Socioeconomically Disadvantaged	9	17	17
English Learners	11	22	14
Students with Disabilities			

* "N/D" means that no data were available to the CDE or LEA to report. "B" means the school did not have a valid API Base and there is no Growth or target information. "C" means the school had significant demographic changes and there is no Growth or target information.

Academic Performance Index Growth by Student Group - 2012 Growth API Comparison

This table displays, by student group, the number of students included in the API and the 2012 Growth API at the school, district, and state level.

Group	2012 Growth API					
	School		District		State	
	# of Students	Growth API	# of Students	Growth API	# of Students	Growth API
All Students at the School	384	761	13,955	723	4,664,264	788
Black or African American	1		69	790	313,201	710
American Indian or Alaska Native	0		24	744	31,606	742
Asian	0		150	864	404,670	905
Filipino	7		149	774	124,824	869
Hispanic or Latino	371	757	11,014	688	2,425,230	740
Native Hawaiian/Pacific Islander	1		14	832	26,563	775
White	4		2,521	862	1,221,860	853
Two or More Races	0		1		88,428	849
Socioeconomically Disadvantaged	364	756	10,278	684	2,779,680	737
English Learners	308	749	7,937	653	1,530,297	716
Students with Disabilities	50	616	1,803	577	530,935	607

Adequate Yearly Progress

The federal ESEA requires that all schools and districts meet the following Adequate Yearly Progress (AYP) criteria:

- Participation rate on the state's standards-based assessments in ELA and mathematics
- Percent proficient on the state's standards-based assessments in ELA and mathematics
- API as an additional indicator
- Graduation rate (for secondary schools)

Detailed information about AYP, including participation rates and percent proficient results by student group, can be found at the CDE Adequate Yearly Progress (AYP) webpage at <http://www.cde.ca.gov/ta/ac/ay/>.

Adequate Yearly Progress Overall and by Criteria (School Year 2011-12)

AYP Criteria	School	District
Made AYP Overall	No	No
Met Participation Rate: English-Language Arts	Yes	Yes
Met Participation Rate: Mathematics	Yes	Yes
Met Percent Proficient: English-Language Arts	Yes	No
Met Percent Proficient: Mathematics	No	No
Met API Criteria	Yes	Yes
Met Graduation Rate (if applicable)	N/A	No

Federal Intervention Program (School Year 2012-13)

Schools and districts receiving federal Title I funding enter Program Improvement (PI) if they do not make AYP for two consecutive years in the same content area (ELA or mathematics) or on the same indicator (API or graduation rate). After entering PI, schools and districts advance to the next level of intervention with each additional year that they do not make AYP. For detailed information about PI identification, see the CDE PI Status Determinations webpage: <http://www.cde.ca.gov/ta/ac/ay/tidetermine.asp>.

Indicator	School	District
Program Improvement Status	In PI	In PI
First Year of Program Improvement	1997-1998	2004-2005
Year in Program Improvement	Year 5	Year 3
Number of Schools Currently in Program Improvement	---	22
Percent of Schools Currently in Program Improvement	---	66.7

XI. Instructional Planning and Scheduling

Professional Development

This section provides information on the number of days provided for professional development and continuous professional growth in the most recent three year period. Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance, and data reporting, etc.)?

Our school and the district offer numerous training opportunities throughout the year. Staff members have regular opportunities for both training and collaboration. All teachers attend one day of staff training before school begins in the fall and two days of staff training during the school year. Students in grades 1-5 are dismissed at 12:45 p.m. on most Wednesdays to allow time for teachers to work together, both within and across grade levels. We have one staff meeting per month, from 3:15 p.m. to 5:15 p.m. We use this time for collaboration that will directly and positively affect student achievement. All teachers new to the district receive additional support and training.

We provide training according to what teachers believe they need to better serve their students. This year, our emphasis is on English Language Development (ELD), since more than 76 percent of our students are learning English as a second language.

Rolling Hills Middle School
School Accountability Report Card
Reported Using Data from the 2011-12 School Year
Published During 2012-13

Every school in California is required by state law to publish a School Accountability Report Card (SARC), by February 1 of each year. The SARC contains information about the condition and performance of each California public school.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC webpage at <http://www.cde.ca.gov/ta/ac/sa/>.
- For additional information about the school, parents and community members should contact the school principal or the district office.

I. Data and Access

EdData Partnership Web Site

EdData is a partnership of the CDE, EdSource, and the Fiscal Crisis Management and Assistance Team (FCMAT) that provides extensive financial, demographic, and performance information about California's public kindergarten through grade twelve school districts and schools.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest webpage at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district, the county, and the state. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., state Academic Performance Index [API], federal Adequate Yearly Progress [AYP]), test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible. Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

II. About This School

Contact Information (School Year 2012-13)

School Contact Information	
School Name	Rolling Hills Middle School
Street	130 Herman Ave.
City, State, Zip	Watsonville, CA 95076
Phone Number	(831) 728-6341
Principal	Rick Ito
E-mail Address	rick_ito@pvusd.net
CDS Code	44-69799-6049787

District Contact Information	
District Name	Pajaro Valley Unified School District
Phone Number	(831) 786-2100
Web Site	www.pvUSD.net
Superintendent	Dorma Baker
E-mail Address	dorma_baker@pvUSD.net

School Description and Mission Statement (School Year 2011-12)

This section provides information about the school, its programs and its goals.

At Rolling Hills Middle School, we have a traditional six period master schedule. Every student attends all subject areas daily. Students who are at grade level will be enrolled in an art or leadership class, and students needing extra assistance have an intervention class to support their needs. In addition to the core curriculum, all students have physical education, science, and social studies. Rolling Hills Middle School is committed to maintaining a safe and attractive facility. Our number one priority is creating a positive learning environment where students feel safe and are able to flourish academically and socially.

Parent participation is always important to our school community. We are pleased with the parent participation at our Back-to-School Night, parent meetings, and Open House. During School Site Council (SSC) meetings, we discuss school policies, curriculum, college awareness, and family and social issues. Rolling Hills also works closely with our business community. Graniterock has adopted us and we have created a partnership that is dedicated to raising student achievement.

Opportunities for Parental Involvement (School Year 2011-12)

This section provides information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parent involvement.

Our school is dedicated to involving parents in their students' educational experience. At SSC meetings, we develop the agenda collaboratively with parents to cover awareness of school issues, college preparation, and social and family topics. We value parents' involvement in the daily life of our school. At our parent meetings, the English Language Advisory Committee and migrant parents work together for the success of all students. Our Back-to-School Night and Open House are well attended by our community.

The contact person for parent involvement is Principal Rick Ito, and he can be reached at (831) 728-6341.

Student Enrollment by Grade Level (School Year 2011-12)

Grade Level	Number of Students
Grade 6	182
Grade 7	180
Grade 8	209
Total Enrollment	578

Student Enrollment by Group (School Year 2011-12)

Group	Percent of Total Enrollment	Group	Percent of Total Enrollment
Black or African American	0.5	White	3.1
American Indian or Alaska Native	0.2	Two or More Races	0
Asian	0.2	Socioeconomically Disadvantaged	86.9
Filipino	0.9	English Learners	69.2
Hispanic or Latino	95	Students with Disabilities	12.3
Native Hawaiian/Pacific Islander	0		

Average Class Size and Class Size Distribution (Secondary)

Subject	2009-10				2010-11				2011-12			
	Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms		
		1-22	23-32	33+		1-22	23-32	33+		1-22	23-32	33+
English					23.9	3	14	0	18.8	7	9	0
Mathematics					20.1	6	4	0	20.9	8	9	0
Science					23.4	4	5	0	23	4	12	0
Social Science					23.7	3	12	0	22.9	4	12	0

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

III. School Climate

School Safety Plan (School Year 2011-12)

This section provides information about the school's comprehensive safety plan, including the dates on which the safety plan was last reviewed, updated, and discussed with faculty; as well as a brief description of the key elements of the plan.

Our Safe School Plan has two components: people and programs, and the physical environment. Together the administration, the School Site Council (SSC), and the district assistant superintendent review the plan annually.

The Rolling Hills' staff constantly works to improve the school culture and climate. Last year, student suspensions and expulsions were at an all-time low. To achieve this level of safety, we have student safety assemblies every year to outline behavioral expectations and emergency procedures. Our closed campus is clean and safe, reflecting our pride in our community and ourselves. All visitors must check in with the main office before entering campus. Staff provides supervision before school and after school. We conduct fire, earthquake, intruder/lockdown, and shelter-in-place drills.

Suspensions and Expulsions

Rate*	School			District		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
Suspensions	81.97	96.7	47.06	25	20.1	12.44
Expulsions	2.72	3.65	1.73	0.78	0.65	0.45

* The rate of suspensions and expulsions is calculated by dividing the total number of incidents by the total enrollment (and multiplying by 100).

IV. School Facilities

School Facility Conditions and Planned Improvements (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- The year and month in which the data were collected
- Description of any needed maintenance to ensure good repair

Year and month in which data were collected: 2012-06

Rolling Hills Middle School was built in the mid-1960s. The school is in good condition, with well-maintained grounds, classrooms, and rest rooms that are cleaned nightly. We have an art center that allows students to enhance their creative skills in drawing, painting, and ceramics. A new wooden floor was recently installed in the gym, providing excellent basketball and volleyball courts for the student use.

More facts about the condition of our school buildings are available in an online supplement to this report called for by the Williams legislation of 2004. What you will find is an assessment of more than a dozen aspects of our buildings: their structural integrity, electrical systems, heating and ventilation systems, and more. The important purpose of this assessment is to determine if our buildings and grounds are safe and in good repair. If anything needs to be repaired, this assessment identifies it and targets a date by which we commit to make those repairs. The guidelines for this assessment were written by the Office of Public School Construction (OPSC) and were brought about by the Williams legislation. You can look at the six-page Facilities Inspection Tool used for the assessment on the Web site of the OPSC.

Library

Each of the schools in our district has a library/media program. Staffed by a library/media technician, our program ensures equity and freedom of access to information and ideas via the Internet; nonfiction print materials; and current, interesting, high-quality literature. Students may visit the library daily during school hours.

School Facility Good Repair Status (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The Overall Rating (bottom row)

System Inspected	Repair Status				Repair Needed and Action Taken or Planned
	Exemplary	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	[]	[X]	[]	[]	
Interior: Interior Surfaces	[]	[X]	[]	[]	
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	[]	[X]	[]	[]	
Electrical: Electrical	[]	[X]	[]	[]	
Restrooms/Fountains: Restrooms, Sinks/ Fountains	[]	[X]	[]	[]	
Safety: Fire Safety, Hazardous Materials	[]	[X]	[]	[]	
Structural: Structural Damage, Roofs	[]	[X]	[]	[]	

System Inspected	Repair Status				Repair Needed and Action Taken or Planned
	Exemplary	Good	Fair	Poor	
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	[]	[X]	[]	[]	
Overall Rating	[]	[X]	[]	[]	The District will continue to monitor the facilities to insure they stay in good condition

V. Teachers

Teacher Credentials

Teachers	School			District
	2009-10	2010-11	2011-12	2011-12
With Full Credential				934
Without Full Credential				34
Teaching Outside Subject Area of Competence				

Teacher Misassignments and Vacant Teacher Positions

Indicator	2010-11	2011-12	2012-13
Misassignments of Teachers of English Learners	2	0	
Total Teacher Misassignments	2	0	
Vacant Teacher Positions	0	1	

* "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

Core Academic Classes Taught by Highly Qualified Teachers (School Year 2011-12)

The Federal Elementary and Secondary Education Act (ESEA), also known as No Child Left Behind (NCLB), requires that core academic subjects be taught by Highly Qualified Teachers, defined as having at least a bachelor's degree, an appropriate California teaching credential, and demonstrated core academic subject area competence. For more information, see the CDE *Improving Teacher and Principal Quality* webpage at: <http://www.cde.ca.gov/nclb/sr/tq/>

Location of Classes	Percent of Classes in Core Academic Subjects	
	Taught by Highly Qualified Teachers	Not Taught by Highly Qualified Teachers
This School	29.03	70.97
All Schools in District	64.95	35.05
High-Poverty Schools in District	0	0
Low-Poverty Schools in District	65.06	34.94

* High-poverty schools are defined as those schools with student eligibility of approximately 40 percent or more in the free and reduced price meals program. Low-poverty schools are those with student eligibility of approximately 25 percent or less in the free and reduced price meals program.

VI. Support Staff

Academic Counselors and Other Support Staff (School Year 2011-12)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor		
Counselor (Social/Behavioral or Career Development)	.5	---
Library Media Teacher (Librarian)	1.0	---
Library Media Services Staff (Paraprofessional)		---
Psychologist	.5	---
Social Worker		---
Nurse	.25	---
Speech/Language/Hearing Specialist		---
Resource Specialist		---
Other		---

* One Full-Time Equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

VII. Curriculum and Instructional Materials

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2012-13)

This section describes whether the textbooks and instructional materials used at the school are from the most recent adoption; whether there are sufficient textbooks and instruction materials for each student; and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

Year and month in which data were collected: 2012-2013

Computers

We are fortunate to have two computer labs, seven computer lab carts, and four students computers in every classroom, where students can complete class assignments and learn computer skills. Students in tutorial classes use the labs weekly. They enhance their education by using software specifically designed to meet their individual needs. The entire campus at Rolling Hills has wireless Internet access. The lab is also open after school. All classrooms are connected to the internet and include computers for student use. We use a variety of software programs on our campus, including Microsoft Word and Excel.

Textbooks

We choose our textbooks from lists that have been approved by state education officials. For a list of some of the textbooks we use at our school, see the Data Almanac that accompanies this report. We have also reported additional facts about our textbooks called for by the Williams legislation of 2004. This online report shows whether we had a textbook for each student in each core course during the 2011-2010 school year and whether those textbooks covered the California Content Standards.

Curriculum

For more than six years, panels of scholars have decided what California students should learn and be able to do. Their decisions are known as the California Content Standards, and they apply to all public schools in the state. The textbooks we use and the tests we give are based on these content standards, and we expect our teachers to be firmly focused on them. Policy experts, researchers, and educators consider our state's standards to be among the most rigorous and challenging in the nation.

You can find the content standards for each subject at each grade level on the Web site of the California Department of Education (CDE).

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	A Legacy of Literature, Houghton Mifflin; National Geographic - "Inside the USA" (Newcomers), Hampton Brown; National Geographic - "Inside" A,B,C,D,E, Hampton Brown; Language! 4th Edition, Sopris West; Carousel , Core & Enhanced, Ballard Tighe; Side by si	Yes	0%
Mathematics	Course 1, Curriculum Guided Programs (CGP); Course 2, Curriculum Guided Programs (CGP); Algebra 1, Curriculum Guided Programs (CGP); Math 8, UCLA Algebra Readiness	Yes	0%
Science	Earth Science, Holt; Physical Science, Holt; Life Science, Holt	Yes	0%
History-Social Science	Ancient Civilizations, Prentice Hall; Medieval Times & Early Modern Times, Prentice Hall; America History of Our Nation, Prentice Hall	Yes	0%

VIII. School Finances

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2010-11)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$8,074	\$4,429	\$3,646	\$47,563
District	---	---	\$3,364	\$53,849
Percent Difference: School Site and District	---	---	8.4%	-11.7%
State	---	---	\$5,455	\$68,488
Percent Difference: School Site and State	---	---	-33.2%	-31.5%

* **Supplemental/Restricted** expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

** **Basic/Unrestricted expenditures** are from money whose use, except for general guidelines, is not controlled by law or by a donor.

For detailed information on school expenditures for all districts in California, see the CDE Current Expense of Education & Per-pupil Spending webpage at <http://www.cde.ca.gov/ds/fd/ec/>. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>. To look up expenditures and salaries for a specific school district, see the Ed-Data Web site at: <http://www.ed-data.org>.

Types of Services Funded (Fiscal Year 2011-12)

This section provides specific information about the types of programs and services available at the school that support and assists students. For example, this narrative may include information about supplemental educational services related to the school's federal Program Improvement (PI) status.

We have enjoyed five years of a federal grant focused on English Language Development and staff training. We are in year six of the Quality Education Investment Act (QEIA). This money has allowed Rolling Hills to lower class size to twenty-five students per teacher in core academic classes.

Teacher and Administrative Salaries (Fiscal Year 2010-11)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$30,837	\$40,932
Mid-Range Teacher Salary	\$52,928	\$65,424
Highest Teacher Salary	\$72,667	\$84,596
Average Principal Salary (Elementary)	\$92,045	\$106,806
Average Principal Salary (Middle)	\$96,273	\$111,776
Average Principal Salary (High)	\$103,349	\$120,858
Superintendent Salary	\$175,135	\$204,089
Percent of Budget for Teacher Salaries	32%	39%
Percent of Budget for Administrative Salaries	6%	5%

* For detailed information on salaries, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>.

IX. Student Performance

The Standardized Testing and Reporting (STAR) Program consists of several key components, including:

- **California Standards Tests (CSTs)**, which include English-language arts (ELA) and mathematics in grades two through eleven; science in grades five, eight, and nine through eleven; and history-social science in grades eight, and nine through eleven.
- **California Modified Assessment (CMA)**, an alternate assessment that is based on modified achievement standards in ELA for grades three through eleven; mathematics for grades three through seven, Algebra I, and Geometry; and science in grades five and eight, and Life Science in grade ten. The CMA is designed to assess those students whose disabilities preclude them from achieving grade-level proficiency on an assessment of the California content standards with or without accommodations.
- **California Alternate Performance Assessment (CAPA)**, includes ELA and mathematics in grades two through eleven, and science for grades five, eight, and ten. The CAPA is given to those students with significant cognitive disabilities whose disabilities prevent them from taking either the CSTs with accommodations or modifications or the CMA with accommodations.

The assessments under the STAR Program show how well students are doing in relation to the state content standards. On each of these assessments, student scores are reported as performance levels.

For detailed information regarding the STAR Program results for each grade and performance level, including the percent of students not tested, see the CDE STAR Results Web site at <http://star.cde.ca.gov>.

Standardized Testing and Reporting Results for All Students - Three-Year Comparison

Subject	Percent of Students Scoring at Proficient or Advanced								
	School			District			State		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
English-Language Arts	32	35	36	38	39	42	52	54	56
Mathematics	32	32	23	39	39	38	48	50	51
Science	34	41	43	44	47	50	54	57	60
History-Social Science	20	27	26	34	35	37	44	48	49

* Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Standardized Testing and Reporting Results by Student Group - Most Recent Year

Group	Percent of Students Scoring at Proficient or Advanced			
	English-Language Arts	Mathematics	Science	History-Social Science
All Students in the LEA	42	38	50	37
All Student at the School	36	23	43	26
Male	33	24	45	27
Female	41	22	42	26
Black or African American				
American Indian or Alaska Native				
Asian				
Filipino				
Hispanic or Latino	36	23	42	26
Native Hawaiian/Pacific Islander				
White	38	27		
Two or More Races				
Socioeconomically Disadvantaged	35	23	42	24
English Learners	9	10	9	4
Students with Disabilities	47	35		4
Students Receiving Migrant Education Services	26	16	36	17

* Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

California Physical Fitness Test Results (School Year 2011-12)

The California Physical Fitness Test (PFT) is administered to students in grades five, seven, and nine only. This table displays by grade level the percent of students meeting the fitness standards for the most recent testing period. For detailed information regarding this test, and comparisons of a school's test results to the district and state, see the CDE PFT webpage at <http://www.cde.ca.gov/ta/tg/pf/>.

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
7	19.5	22.6	16.4

* Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

X. Accountability

Academic Performance Index

The Academic Performance Index (API) is an annual measure of state academic performance and progress of schools in California. API scores range from 200 to 1,000, with a statewide target of 800. For detailed information about the API, see the CDE API webpage at <http://www.cde.ca.gov/ta/ac/ap/>.

Academic Performance Index Ranks - Three-Year Comparison

This table displays the school's statewide and similar schools' API ranks. The **statewide API rank** ranges from 1 to 10. A statewide rank of 1 means that the school has an API score in the lowest ten percent of all schools in the state, while a statewide rank of 10 means that the school has an API score in the highest ten percent of all schools in the state.

The **similar schools API rank** reflects how a school compares to 100 statistically matched "similar schools." A similar schools rank of 1 means that the school's academic performance is comparable to the lowest performing ten schools of the 100 similar schools, while a similar schools rank of 10 means that the school's academic performance is better than at least 90 of the 100 similar schools.

API Rank	2009	2010	2011
Statewide	2	2	2
Similar Schools	3	4	6

Academic Performance Index Growth by Student Group – Three-Year Comparison

Group	Actual API Change		
	2009-10	2010-11	2011-12
All Students at the School	14	29	-9
Black or African American			
American Indian or Alaska Native			
Asian			
Filipino			
Hispanic or Latino	21	29	-5
Native Hawaiian/Pacific Islander			
White			
Two or More Races			
Socioeconomically Disadvantaged	22	40	-12
English Learners	51	26	0
Students with Disabilities			

* "N/D" means that no data were available to the CDE or LEA to report. "B" means the school did not have a valid API Base and there is no Growth or target information. "C" means the school had significant demographic changes and there is no Growth or target information.

Academic Performance Index Growth by Student Group - 2012 Growth API Comparison

This table displays, by student group, the number of students included in the API and the 2012 Growth API at the school, district, and state level.

Group	2012 Growth API					
	School		District		State	
	# of Students	Growth API	# of Students	Growth API	# of Students	Growth API
All Students at the School	530	692	13,955	723	4,664,264	788
Black or African American	3		69	790	313,201	710
American Indian or Alaska Native	1		24	744	31,606	742
Asian	2		150	864	404,670	905
Filipino	4		149	774	124,824	869
Hispanic or Latino	507	693	11,014	688	2,425,230	740
Native Hawaiian/Pacific Islander	0		14	832	26,563	775
White	13	655	2,521	862	1,221,860	853
Two or More Races	0		1		88,428	849
Socioeconomically Disadvantaged	487	684	10,278	684	2,779,680	737
English Learners	383	655	7,937	653	1,530,297	716
Students with Disabilities	74	615	1,803	577	530,935	607

Adequate Yearly Progress

The federal ESEA requires that all schools and districts meet the following Adequate Yearly Progress (AYP) criteria:

- Participation rate on the state's standards-based assessments in ELA and mathematics
- Percent proficient on the state's standards-based assessments in ELA and mathematics
- API as an additional indicator
- Graduation rate (for secondary schools)

Detailed information about AYP, including participation rates and percent proficient results by student group, can be found at the CDE Adequate Yearly Progress (AYP) webpage at <http://www.cde.ca.gov/ta/ac/ay/>.

Adequate Yearly Progress Overall and by Criteria (School Year 2011-12)

AYP Criteria	School	District
Made AYP Overall	No	No
Met Participation Rate: English-Language Arts	Yes	Yes
Met Participation Rate: Mathematics	Yes	Yes
Met Percent Proficient: English-Language Arts	No	No
Met Percent Proficient: Mathematics	No	No
Met API Criteria	No	Yes
Met Graduation Rate (if applicable)	N/A	No

Federal Intervention Program (School Year 2012-13)

Schools and districts receiving federal Title I funding enter Program Improvement (PI) if they do not make AYP for two consecutive years in the same content area (ELA or mathematics) or on the same indicator (API or graduation rate). After entering PI, schools and districts advance to the next level of intervention with each additional year that they do not make AYP. For detailed information about PI identification, see the CDE PI Status Determinations webpage: <http://www.cde.ca.gov/ta/ac/ay/tidetermine.asp>.

Indicator	School	District
Program Improvement Status	In PI	In PI
First Year of Program Improvement	1999-2000	2004-2005
Year in Program Improvement	Year 5	Year 3
Number of Schools Currently in Program Improvement	---	22
Percent of Schools Currently in Program Improvement	---	66.7

XI. Instructional Planning and Scheduling

Professional Development

This section provides information on the number of days provided for professional development and continuous professional growth in the most recent three year period. Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance, and data reporting, etc.)?

Our school and the district offer numerous training opportunities throughout the year to support our goals for increased student achievement. Annually, a team of administrators and teachers attend the California League of Schools (CLS) conference. Every Wednesday, staff members have regular opportunities for both training and collaboration. All teachers new to the district receive additional support and training through the New Teacher Project.



PAJARO VALLEY UNIFIED SCHOOL DISTRICT

Board Agenda Backup

Item No: 11.1

Date: March 27, 2013

Item: Introduction to the Common Core State Standards

Overview: The Common Core State Standards (CCSS) are expectations designed to ensure all students achieve college and career readiness. These standards are a result of a state-led effort coordinated by the National Governors Association Center for Best Practices (NGA Center) and the Council of Chief State School Officers (CCSSO). California, along with 45 other states, has adopted the new Common Core State Standards. The goal of these new standards is to ensure that all students graduating from our public school system will have the skills and knowledge necessary to be successful in the 21st century global economy.

This presentation will provide an introduction to the Common Core State Standards, as well as an update on the timeline for implementation and our progress as a district in transitioning to the new standards.

Recommendation: This is a report and discussion item only.

Budget Considerations: N/A

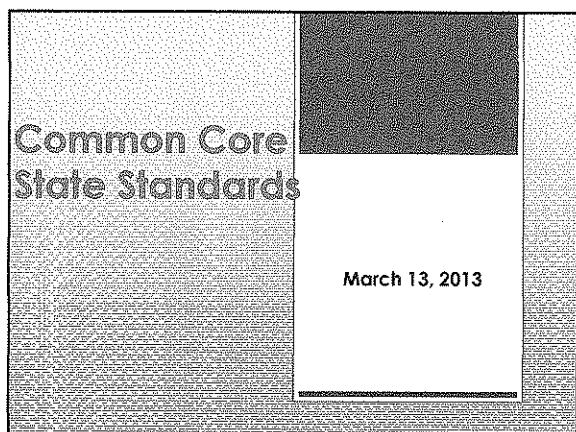
Funding Source:

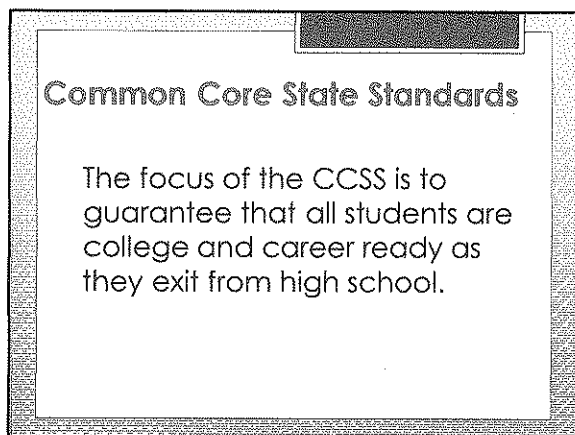
Budgeted: Yes: ☐ No: ☐

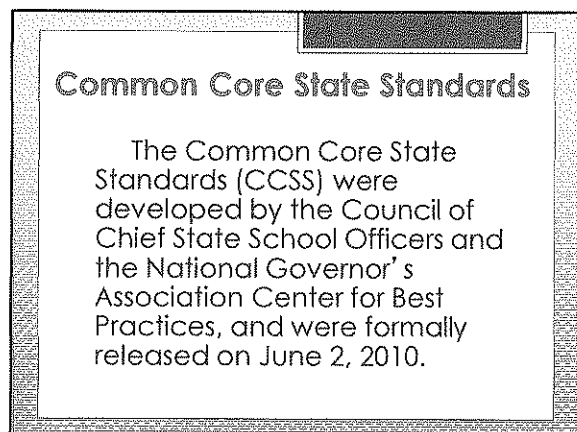
Amount:

Prepared By: Susan Pérez, Director of Educational and English Learner Services

Superintendent's Signature: Dorm B...







Overarching Goals for K-12 CCS

Ensure that our students are:

- > Meeting college and work expectations
- > Prepared to succeed in our global economy and society, and
- > Provided with rigorous content and applications of higher knowledge through higher order thinking skills.

Common Core State Standards

Currently Adopted:

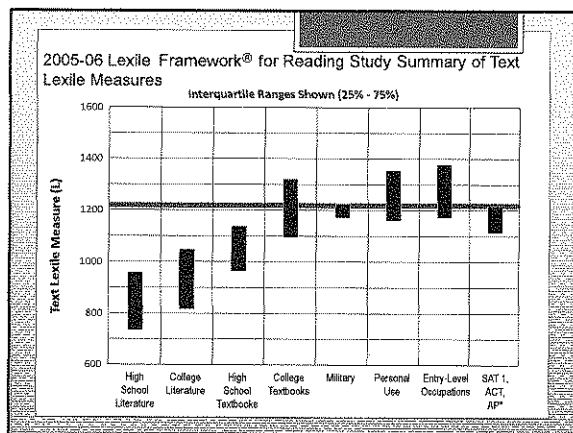
- English Language Arts/Literacy
- Mathematics

Currently Being Revised:

- Next Generation Science Standards

ELA/Literacy: BIG IDEAS

- Focus on Text Complexity
- Emphasis on Reading & Writing Across the Curriculum
- Emphasis on Informational Text
- Emphasis on Collaborative Conversations
- Emphasis on Writing Arguments & Drawing Evidence from Source
- Emphasis on Integrating Media Sources



Text Complexity in Terms of Lexile Ranges

Text Complexity Grade Bands	Old Lexile Ranges	Lexile Ranges Aligned to CCR Expectations
K-1	N/A	N/A
2-3	450-725	450-790
4-5	645-845	770-980
6-8	860-1010	955-1155
9-10	960-1115	1080-1305
11-CCR	1070-1220	1215-1355

Balance Between Informational and Literary Text

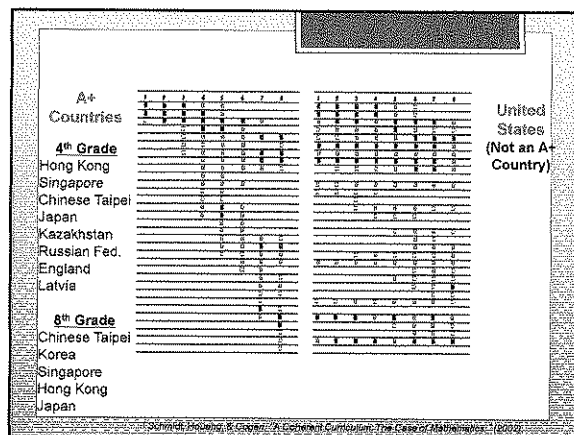
2009 NAEP Reading Assessment:
Distribution of literary and informational passages

Grade	Literary	Informational
4	50%	50%
8	45%	55%
12	30%	70%

Source: National Assessment Governing Board. (2008). *Reading framework for the 2009 National Assessment of Educational Progress*.
<http://www.nagb.org/publications/frameworks/reading-2009.doc>

Mathematics: BIG IDEAS

- Aim for clarity & specificity
- Stress conceptual understanding of key ideas
- Balance mathematical understanding and procedural skill
- Organized around mathematical principles
- Designed around research-based learning progressions whenever possible.
- Internationally benchmarked



Assessments

- Smarter Balanced Assessment Consortium (SBAC) ←
- Partnership for Readiness for College and Careers (PARCC)

Current vs. CCSS	
Current STAR Assessments	Proposed CCSS Assessments
<ul style="list-style-type: none"> ➤ Grades 2-11 ➤ Only paper & pencil option ➤ Taken after 85% of instructional days covered ➤ Only multiple choice ➤ Part of the state and federal accountability system 	<ul style="list-style-type: none"> ➤ Grades 3-8 and 11 ➤ Delivered via computer and are adaptive ➤ Taken in a window spanning the final 12 weeks of school ➤ Performance tasks and comprehensive end-of-year computer adaptive assessment, with some selected response items ➤ Accountability system has not been established yet

Transition Timeline
2011-2012 <ul style="list-style-type: none"> ● CCSS Overviews for All Principals ● Building Awareness for Teachers ● CaMSP Grant ● Project ALLIES ● CCSS Steering Committee Formed ● CCSS Resources on Ed Services Website

Transition Timeline
2012-2013 <ul style="list-style-type: none"> ● CCSS Website ● Regular Communicator Updates ● Overview Series at Leadership Meetings ● Professional Development at All Sites ● CCSS Steering Committee Meeting ● January 10th SBC Day ● Focus on Text Complexity ● Kinder Institute ● Participating in Assessment Pilots

Transition Timeline

2013-2014

- Kinder Implementation
- Continued Professional Development
- Possible implementation at other grade levels (2nd Semester)
- Align benchmarks to CCSS
- CCSS Website
- Regular *Communicator* Updates
- CCSS Steering Committee Meeting
- Build Awareness with Parents

Transition Timeline

2014-2015

- Full Implementation of CCSS
- Continued Professional Development and Support
- SBAC Assessments

"Implementation of the Common Core is not about thinking outside the box. It's about transforming the box itself."



PAJARO VALLEY UNIFIED SCHOOL DISTRICT



Board Agenda Backup

Item No: 11.2

Date: March 27, 2013

Item: Pajaro Valley Prevention and Student Assistance Programs.

Overview: Presentation of PVPSA's School-Based Programs: Kids Korner and Student Assistance Programs.

Recommendation: Report item only.

Budget Considerations:

Funding Source:

Budgeted: Yes: ☐ No: ☐

Amount: \$

Prepared By: Jenny T. Sarmiento

Superintendent's Signature:

Dorm B. L.



PAJARO VALLEY UNIFIED SCHOOL DISTRICT



Board Agenda Backup

Item No: 12.1

Date: March 27, 2013

Item: Linscott Charter School – Renewal of Charter 2013-2018

Overview: Every five years the Board of Trustees reviews the Charter School agreements. It is now time for Linscott Charter School to renew its charter with the PVUSD. Principal Robin Higbee and some Linscott staff and parents will present this request to renew the Linscott Charter.

Recommendation: Approval Request to Renew Linscott Charter School

Budget Considerations: None

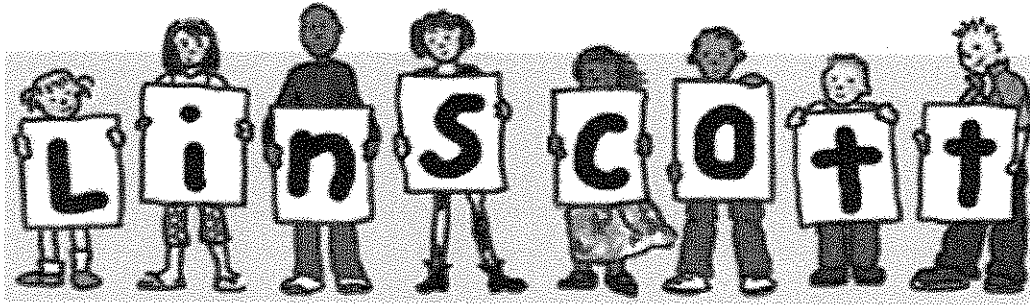
Funding Source:

Budgeted: Yes: ☐ No: ☐

Amount: \$

Prepared By: Murry Schekman

Superintendent's Signature: Dorm Bat



Linscott Charter School

Charter Renewal Petition

2013 - 2018

Submitted January 25, 2013

Linscott Charter School

Charter Renewal Petition 2013

Introduction

This year Linscott Charter School celebrates the 20th Anniversary of its original charter. The document, conceptualized and written by a group of founding parents, provides the backbone of the Linscott Philosophy, which is parent involvement and experiential learning provide well-rounded, successful students. Linscott Charter School opened in 1994 and continues to successfully educate students through continuing the vision set forth in the original charter. The strength of the vision was reaffirmed this year as the Site Management Team (SMT) led the school community through a process of reviewing the Mission Statement and charter. At a town hall meeting in November 2012, the school community engaged in a review of the Mission Statement as well as other important charter components. The consensus of the community is that our mission continues to be an accurate articulation of our school's purpose. Using input generated by the community meeting, a Charter Renewal Committee, composed of parents and teachers, met to make adjustments to the Charter document and to focus our vision for the future. Their work, along with the continued relevance of the vision of our founders, is reflected in this revised charter.

Mission Statement

Linscott Charter School is a K-8 parent participation school, collaboratively governed by parents and staff. Dedicated teachers and supportive families provide individualized, active, hands-on learning that fosters each child's academic success, encouraging excellence. Students become self-motivated, critical thinkers, demonstrating creativity, confidence and the tools to live a healthy, physically active lifestyle. Our focus on community, in and out of the classroom, allows students to gain social and environmental awareness.

Required Charter Elements

A. Description of the educational program, identifying those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. Goals of the program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.

1. Description of the educational program

Rationale:

Linscott Charter School is a small, personalized learning community where teachers and students know each other well in a climate of trust and high expectations for all. Modeling democratic practices with a strong commitment to equity, Linscott Charter School works to create academic success for every student by sharing decision-making with all those in the school community and deliberately and explicitly confronting all forms of inequity. Linscott Charter School focuses on helping *all* students use their minds and talents well through standards-aligned interdisciplinary studies, community-based "real-world" learning, project-based education and assessment based on performance. Linscott regards school reform as an essentially local phenomenon, the outcome of groups of people working together, building a shared vision, and drawing on the community's strengths, history and values. Linscott Charter School has a commitment to the vision presented by the Coalition for Essential Schools:

- "We envision an educational system that equips all students with the intellectual, emotional, and social habits and skills to become powerful and informed citizens who contribute actively toward a democratic and equitable society. Acknowledging that no two schools are or should be alike, we envision schools that necessarily differ from each other in size, scope, and programmatic emphasis while that sharing common principles, practices, and the hallmarks of powerful learning communities within and among each other. Finally, we envision that these schools positively influence the conditions in which all schools operate, serving as examples of and advocates for education policy that supports meaningful teaching and learning that allows all students to use their minds well in school and throughout their lives." Coalition of Essential Schools

This vision guides us to examine our priorities and design structures and instructional practices that support:

- Culturally responsive pedagogy
- Essential questions
- Habits of mind
- Interdisciplinary/differentiated curriculum
- Performance-based assessment
- Student-centered teaching and learning
- Family engagement and community partnerships
- Continuous school improvement
- Culture of fairness and trust
- Maximizing resources for equitable outcomes
- Professional learning community

Public Charter School

Linscott Charter School is a K-8 public charter school with approximately 300 students. As a charter school, an application-based lottery system ensures equal opportunity for all District families to place their children in open positions. Though demand has far exceeded available space, we continue to seek publicity and exposure that will make all families in our region aware of our school as an option available to all who share our ideals. Ninety eight percent (98%) of Linscott's student population is drawn from within the boundaries of PVUSD and is ethnically diverse. Our student body consists primarily of students from Latino (65%) and White (31%) ethnic backgrounds. Thirty two percent are from homes where the primary language is other than English (17% English Learners (EL) and 15% Fluent English Proficient (FEP) or Redesignated Fluent English Proficient (RFEP)). Linscott participates in the National School Lunch Program providing 35% of students with Free or Reduced Fee lunches. The educational program consists of single grade level classrooms K-6, and a multi-age 1-3 classroom and a recently added "looping" classroom that loops students through grades K-3 with the same teacher. A grade 4-6 loop will for when these students complete third grade. The middle school, grades 7 and 8 are taught in blocks of core

subjects. Exploratory classes and community service events integrate students from 6th grade.

Program Components

The Linscott educational program is holistic, providing students at all grade levels a curriculum that includes, in addition to the standards-based core academic subjects, a comprehensive physical education program, music instruction (K-6), and performing/visual arts. The educational program is aligned with student outcomes and assessments. Students requiring specialized academic support, participate in applicable programs and activities. Linscott Charter School curriculum is integrated with environmental education and students at all grade levels take part in active, ongoing outdoor education activities. Because we believe in educating the whole child, our final program component addresses personal and character development.

Parent Involvement

Linscott's ability to offer a rich curriculum is due to parent involvement. Parents participate in every aspect of the school's operations. They provide daily classroom support for teachers, assist staff with extra-curricular events and activities, serve on school committees and comprise half of the Site Management Team's voting members. Parent education provided by our staff uniquely enriches Linscott's parents and students, in school and at home.

Academic Program

The core academic program includes language arts, math, science and history/social studies. The curriculum is standards-based and integrated

wherever possible. With the exception of the multi-aged class, curriculum is structured in a grade-by-grade sequence. Students in the multi-aged class follow a self-paced, open-ended curriculum. The learning materials for all grades are aligned to student goals and range from school wide adoptions, such as our math materials, to teacher created materials that are often used in literacy, social studies and science. Linscott is currently aligning student outcomes, curriculum, and assessments to the Common Core Standards (CCS). The CCS emphasizes an interdisciplinary approach already in place at Linscott and our mission to create self-motivated, critical thinkers through the use of active, hands-on learning is in sync with the values expressed by the CCS.

Our annual API score exemplifies the success of our program. Linscott has never received an API score below 800. In 2012 Linscott was recognized as a California Distinguished School based on the progress made toward closing the achievement gap for our student subgroups.

Supports for Targeted Students

Linscott has committed to the following structures that enhance the school's ability to support all students at their unique individual levels, including targeted populations:

- Small class sizes ranging from 20 in the lowest grades to 30 in the highest
- A part-time school counselor providing social skills and conflict resolution training to grades 4-8
- Classroom volunteers to supervise learning stations
- Intervention strategies for individualized assessment and instruction
- Teacher availability to families for parent/student conferencing as well as through our Student Support Team meetings
- Teacher planning and collaboration time that allows development of differentiated instruction and individualized intervention strategies

Students Achieving Above Grade Level

All Linscott second grade students take the Raven's Progressive Matrices Assessment to provide all students a non-verbal opportunity to display their reasoning and problem solving skills. Students performing in the top 5% are further evaluated through the use of parent/teacher screenings and academic performance records. While performance on standardized assessments is considered in identifying students achieving above grade level, it is only one piece of the picture. The Challenge Committee, made up of parents and teachers, has a goal of insuring that all students are properly identified and challenged. Linscott teachers employ instructional strategies and structures that promote high engagement and challenging learning opportunities for all students. Linscott's learning model emphasizes the importance of providing a broad range of experiences to all students so that the opportunity to engage in investigations grounded in student talent, interest, and ability is enjoyed by all. Students are required to demonstrate mastery of skills and concepts in all subjects. Because learning is integrated, students are expected to make connections and use skills and concepts acquired in all subjects to the best of their ability at all times.

Linscott students participate in individual and small-group projects at all levels. Teachers assess students and expect all students to work to their highest level of ability. They work to differentiate instruction to meet advanced students where they start, and to push them further in their level of inquiry, understanding, and application.

In some cases, where appropriate, teachers group students by ability for small group projects to provide challenge and motivation from similar peers, and then provide differentiated enrichment and support to each group.

Students Achieving Below Grade Level

Student Support Teams (SST): Students not working to academic standard in any of the core subject areas are referred. Teachers track the performance of each student's academics and behavior throughout the school year. When a

teacher, in any class, notices that a student is not working to academic standard, struggling, or missing assignments, the teacher will first address the concern with the student. The teacher will then work with and assist that student to provide an opportunity for the student to bring assignments current by providing directed instruction in targeted skills or concepts, and strategies for organization and study skills. Teachers also seek information from prior-year teachers and teachers of other subjects who may be familiar with the student's academic performance. The teacher contacts the student's parents/guardians describing the nature of their child's academic struggles and the intervention strategies that have been employed. The teacher provides the parents/guardians with strategies that they can employ to help their child work to academic standard. The teacher maintains records that describe the student's level of participation and progress during the intervention. If, after a minimum of four weeks, a student continues to not work to academic standard, parents/guardians are contacted and informed that their child continues to have academic difficulty with the subject (or subjects, if more than one). A formal Student Support Team (SST) meeting is convened. Members of the Student Support Team include the student's teachers parents/guardians, the school administrator, the Resource teacher, and, if age-appropriate, the student. Data is collected and presented in the form of work samples, benchmark scores, and written observations. Individualized assessments may be performed to determine the student's academic performance level. The Student Support Team develops an Action Plan for the student. The plan outlines specific interventions, modifications, or accommodations that will be put in place to help the student meet grade-level appropriate standards. The Action Plan also establishes how progress will be assessed and a timeline for assessment. Following the Student Support Team meeting teachers remain in contact with parents/guardians regularly so that they are aware of ongoing issues and missing assignments and can provide a support system at home until the student's performance level is brought up to acceptable grade level. All teachers involved with a student who is falling behind academically continue to dialogue regularly with the student's parents/guardians.

The SST process lasts from 6 to 8 weeks. Material is collected for further evaluations during the SST process. The SST process can be repeated (extended) to implement additional modifications. If the SST process is proving unsuccessful, Linscott refers the student's case to the school psychologist for review and consideration of assessment.

Serving Students with Disabilities

Linscott shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA) and the Individuals with Disabilities in Education Improvement Act (IDEIA). Linscott shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all students with disabilities.

Section 504 of the Rehabilitation Act

Linscott recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any Linscott program. Any student who has an objectively identified disability, which substantially limits a major life activity, including but not limited to learning, is eligible for accommodation by Linscott. A 504 team will be assembled and shall include the parent/guardian, the student (where appropriate), the administrator and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social, and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services are appropriate. The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards

available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education, a referral for assessment will be made. If the student is found by the 504 team to have a disability under Section 504, the team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education (FAPE). In developing the 504 Plan, the 504 team shall consider all relevant information presented, drawing upon a variety of sources, including, but not limited to, assessments conducted by specialized staff. The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications, or services that may be necessary. All 504 team participants, parents, guardians, teachers, and any other participants in the student's education, including substitutes and tutors, will have a copy of their student's 504 Plan. The Administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that they review the 504 Plan with long-term substitutes. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Services for Students Qualifying for Special Education Services

Linscott complies with all applicable state and federal laws for special education. As a charter school authorized by the Pajaro Valley Unified School District, for special education purposes Linscott may operate as a public school of the District as a member of the PVUSD SELPA in accordance with Education Code Section 47641(b), or Linscott may become a local educational agency (LEA) for special education purposes by providing legal verification of participation in another state-approved SELPA in accordance with Ed Code Section 47641(b).

Given these choices, while reserving the right to exercise either option in the future, Linscott has elected to enter into an Memorandum Of Understanding (MOU) with the District to operate as a public school of the District for special

education purposes through the end of the 2012-2013 school year. If at any time this relationship changes the MOU will be modified accordingly. Currently students eligible for special education who are enrolled in Linscott receive special education services in accordance with their IEPs and in the same manner as any other student enrolled in the District. The District, as the local education agency for special education purposes, offers a full continuum of special education instruction and related services to ensure that all special education students receive a free appropriate public education. Not every service on the continuum of options is offered at the ISM school site. Accordingly, a Linscott student requiring special education services may receive such services from the District at another site in the District or as otherwise arranged by the District in accordance with the student's IEP and the policies of the District and special education local plan area (SELPA).

Special education placements and related services available on site at Linscott may include but are not limited to general education inclusion; a resource specialist program, speech and language therapy, and other designated instructional and support services. Other special education placements and services are available off-site in the District as called for in a student's IEP. Both Linscott, via the Student Support Team process, and parents may request consideration of assessment by Special Education. The District maintains responsibility for setting all processes and timelines for determination, initiation, and provision of services once a request for assessment has been made.

Linscott provides physical space at the school for special education purposes, identifies students who may qualify for special education services, makes referrals for evaluation in accordance with District and SELPA policy, holds Individualized Education Program (IEP) meetings at the school, and ensures that the general education teachers carry out their responsibilities as assigned in an IEP.

English Learners

A home language survey is completed upon a student's initial enrollment into Linscott Charter School. All students who indicate that their home language is other than English will be CELDT tested within 30 days of initial enrollment and at least annually thereafter between July 1 and October 31 until redesignated as Fluent English Proficient. The Charter School works with the PVUSD LARC program to assure that all testing and monitoring requirements are met. Linscott follows practices to ensure proper placement, evaluation, and communication regarding ELs and the rights of students and parents. All teachers are CLAD certified.

Students who score levels 1, 2, or 3 overall on the CELDT are placed in an ELD program. This instruction is specially designed to help the student increase English proficiency and access grade level standards. Students receive daily ELD lessons. Students who score level 4 or 5 overall on the CELDT will be monitored and supported as needed to insure access to the core curriculum and are eventually designated Fluent English Proficient using criteria provided through LARC.

Environmental Education

Linscott students and classrooms have a very strong connection with the environment. Over the years Linscott has developed an integrated, interdisciplinary approach to environmental education that involves gardening, fieldtrips, exploratory classes, school/community projects and a school-wide zero-waste program. Linscott students participate in the National River of Words Art and Poetry program to enhance their understanding and appreciation for the local watershed through the visual and literary arts. Environmental awareness and action are important for citizens of the 21st Century. Developing a love of the outdoors and an awareness of the interconnectedness of the natural environment results in individuals able to properly respond to the world's environmental needs.

In addition to the explicit, academic curriculum, Linscott has what we refer to as the “implicit curriculum”—or our Linscott Community Curriculum (LCC). Students learn not just from what they are explicitly taught, but from the attitudes and

Linscott Charter School community believes...

- 1. *We are all born with a desire to learn***
 - 1a. When we are free to be creative and make choices we learn and grow
 - 1b. When we are afraid it is hard to learn and grow
- 2. *We like to make decisions and choices and when we are allowed to choose for ourselves we feel important and trusted.***
 - 2a. When we make our own choices we learn and grow—even when we make mistakes
 - 2b. Grown-ups decide what kinds of choices are appropriate for children
 - 2c. We make better decisions and choices when we have enough information and are given time to think
- 3. *We are happy and do our best when we feel like an important part of our family, class or community.***
 - 3a. We feel like an important part of our family, class or community when:
 - we listen to each other
 - our community cares about what we say
 - our community values our help and cooperation

actions they witness and experience from the adults around them. The LCC is modeled by adults in the school environment to support and motivate student learning and personal development and is based on assumptions about humans and how we learn:

Base on these assumptions, members of the school community, staff and students strive to model the following traits:

- Respectfulness: Treating others as you would like to be treated
- Responsibility: Being accountable for your actions and choices
- Responsiveness: Reacting positively to help others
- Resourcefulness: Finding solutions for self and community

2. What it means to be an educated person in the 21st century; program goals.

Learning occurs throughout a person's life. The ability to adapt to the 21st Century's rapidly changing environment is paramount. As educators in the 21st century, we are charged with educating students to be successful in a complex, interconnected world. This responsibility requires schools to prepare students for technological, cultural, economic, informational, and demographic changes. Linscott emphasizes teaching, learning, and leadership that adequately prepare students for the 21st century so they:

- Acquire and apply core knowledge and critical-thinking skill sets that are essential in an information age
- Demonstrate creativity, innovation, and flexibility when partnering with business and community members to advance common goals
- Make decisions and solve problems ethically and collaboratively
- Use technology to gather, analyze, and synthesize information for application in a global economy
- Exhibit positive interpersonal relationships that value multiple languages, cultures, and all persons
- Display leadership skills that inspire others to achieve, serve, and work together

Linscott creates an exceptional learning community that fosters an individual's utmost potential for development of these skills and traits. We begin by creating a community that values continuing self-education. Parents participate actively as learners, modeling this value for their children. Teachers learn from children and parents, modeling the same value for continuing and well-rounded education. We *all* view ourselves as a community of learners.

Five-year-olds of today face unique challenges as adults. They will work with new tools, form human relationships in ways that we can only imagine, and solve problems we cannot foresee. Therefore, the most important lessons our students learn in school are about how learning occurs. When they recognize their own individual learning preferences, they will have prepared themselves to work with flexibility and to collaborate with others in problem solving. Given the necessity to

keep pace with constant change, we consider lifelong self-education to be the most essential element of an educated person in the 21st century.

In order that they may successfully face their challenging future, we expect our graduates to use their hearts and minds well. We work together in supporting the development of:

Habits of Mind:

Linscott students...

- Persist
- Think interdependently
- Apply past knowledge to new situations
- Think flexibly to deal with change
- Strive for accuracy
- Create and innovate

Knowledge/Critical Thinking Skills:

Linscott students develop thinking skills by...

- Questioning and posing problems
- Communicating effectively, both verbally and in writing with people of all ages
- Gathering data through all senses
- Thinking about thinking
- Analyzing, evaluating, and organizing ideas
- Possessing scientific and mathematical understanding and skill
- Setting goals

Personal Attitude:

Linscott students...

- Respond with wonderment and awe
- Take responsible risks

- Find humor
- Manage impulses
- Continue to pursue learning
- Self-motivate
- Behave ethically

Global Awareness:

Linscott students demonstrate global awareness by...

- Working cooperatively with others
- Understanding the human and natural world, and possessing a sense of power to effect change
- Demonstrating strong leadership skills
- Appreciating cultural heritage
- Utilizing current technology proficiently
- Exhibiting information and media literacy

3. How learning best occurs: The Linscott Philosophy

For many years researchers have been demonstrating the importance of developmentally based, experiential learning to produce well rounded, capable, critically thinking citizens, who are lifelong learners. At Linscott we believe that children learn by doing. Rather than absorbing knowledge that has been predigested by others, we strive to implement a curriculum in which each child has the opportunity to recreate his or her world in a resource-rich environment.

We further believe that children bring their whole selves to the learning process, including intellectual, physical, social, emotional and creative needs, skills and possibilities. Therefore an integrated curriculum best provides opportunities for students to approach learning with all that they possess in skills, interests, talents and capabilities, resulting in individually creative work products or powerful cooperative group products.

Emphasis on test scores and standards have pushed teachers to focus increasingly on direct instruction to meet the demands, at the expense of valuable integrated experiences that allow students to apply knowledge to real situations. Direct instruction does have its place, and the Common Core Standards do form the underlying structure for our Linscott Student Outcomes. However, at Linscott we are committed to implementing those standards as tempered by our understanding of child development and the ways in which learning best occurs. Our philosophy holds that the eight key elements for optimum learning are: the learning environment, support for creativity, subject matter integration, experiential activities, teacher quality, addressing developmental needs, rigorous and relevant curriculum, and parent support.

Environment: *Learning occurs best when ...*

- Personalized instruction addresses individual learning needs, styles and interests
- School culture is supportive and nurturing
- An atmosphere of trust and high expectations exists
- School is welcoming and relevant

Creativity: *Learning to be creative requires...*

- Opportunity
- Encouragement
- Training
- Motivation
- Practice

Integration: *Learning is enhanced by ...*

- Providing context and meaning
- Increasing academic vocabulary
- Raising interest level
- Providing opportunity for application of knowledge

Experiential activities: *Learning is boosted when students...*

- Construct their own meaning
- Acquire background knowledge
- Develop a positive attitude about school

Teachers: *Learning occurs when teachers...*

- Develop rapport and trust with students
- Hold high expectations for all
- Are committed to meeting the needs of all
- Coach students to demonstrate mastery of subject matter
- Teach rigorously and vibrantly
- Model life-long learning

Developmental Needs: *Learning occurs best when the following developmental needs are considered:*

- Cognitive
- Physical
- Social/Emotional
- Nutritional
- Creative

Curriculum: *Learning occurs best when curriculum...*

- Is meaningful and relevant
- Is interdisciplinary
- Is project oriented
- Supports students in developing habits of mind
- Considers the need for novelty

Parental support: *Learning occurs best when parents...*

- Form a home/school connection
- Facilitate positive relationships
- Set example for life-long learning
- Show value for education by participating in the classroom and school

Linscott parents also provide a strong voice in the affairs of the school. All parents participate in school-wide events, committees and fundraisers. Parent advisory groups work with the staff and administration to plan the program, to improve the school site and reach out to the community at large. Linscott parents join together to support one another in the challenging and rewarding work of raising and educating their children.

B. Measurable pupil outcomes identified for use by the charter school, and the extent to which pupils demonstrate that they have attained the skills, knowledge and attitudes specified as goals in the school's educational program.

The Linscott Student Outcomes are aligned with Common Core Standards in the academic core subject areas. In addition, Linscott develops standards and expectations for areas deemed to be of importance to the philosophy of Linscott, which may not be covered by state or federal standards, such as parent education and environmental education. Linscott seeks to challenge both its

students and itself through outcomes that raise the bar for performance. To that end, the school will pursue the following school-wide outcomes:

- ✓ At least 70 percent of students will meet or exceed Common Core content and performance standards as measured by California STAR testing;
- ✓ Master age appropriate principles of mathematics and logical reasoning and apply them to real life situations as measured by teacher administered assessments, rubrics and student reflection and standardized test scores
- ✓ Demonstrate the ability to use appropriate technology for the purpose of research, analysis, communication, organization, and self-expression as measured by student work product, student reflection, rubrics
- ✓ Effectively use life-long learning and organizational skills including goal setting, planning, reflection and evaluation of their own learning as measured by teacher observation and anecdotal records, student work product, student reflections
- ✓ Work cooperatively and collaboratively in a variety of situations as measured by teacher observation and anecdotal records, student work product, student reflections
- ✓ Demonstrate their physical skills by participating in individual and team activities as measured by ongoing Physical Education evaluations and the annual Physical Fitness testing for grades 5 and 7
- ✓ Demonstrate, through projects, portfolios, rubrics and reflections, cognitive processing abilities utilizing complex and critical thinking skills by identifying, accessing and integrating available resources and information to: reason, make decisions, solve problems, and articulate their thought process
- ✓ Utilize scientific research and inquiry methods to understand and apply concepts of science as measured by standardized assessment and teacher created assessment
- ✓ Exhibit effective communication skills through speaking, reading and writing in a critical, reflective, and responsible manner using a variety of media as measured by standardized assessments, teacher created assessments, portfolios and projects
- ✓ Have a proficient knowledge of civics, history and geography as measured by standardized tests, teacher created assessment, student work samples, and portfolios
- ✓ Linscott will maintain a minimum score of 800 on the California Academic Performance Index (API)
- ✓ Linscott will close the achievement gap on the API by narrowing the margin between each measurable subgroup and the top scoring group by 5% each year
- ✓ Linscott will achieve its API growth targets*

**Linscott has attained at least an annual API of 800 and met all API growth targets set by the California Department of Education*

C. Method by which pupil progress is to be measured.

On-going assessment of Linscott student work will take place in a variety of ways including, but not limited to:

- The statewide assessment program, STAR (or what ever counterpart replaces STAR), CELDT, Physical Fitness testing
- Computer based, individualized assessment
- Assessments correlated to textbook adoptions
- Teacher-developed assessments correlated to specific units or curricular areas
- Rubrics
- Student portfolios including examples of the child's best work, both self-selected and teacher selected to demonstrate growth and competence in all curricular areas
- School-wide writing days
- Performance-based assessment of real-life situations and project-oriented activities in which skills and knowledge are displayed
- Self-assessment; students participate in individual goal setting followed by self-assessment as a regular part of their classroom work.
- Eighth-grade exit projects
- Adult observations and anecdotal records

Assessment of student progress is communicated to parents through formal teacher/parent conferences, written report cards and student-lead portfolio conferences. In addition, communication with parents occurs throughout the year during parent/ teacher seminars, student support teams, and informal consultations regarding student progress.

D. Governance structure of the school, including process to be followed by the school to ensure parental involvement.***1. Governance Structure***

Linscott Charter School departs from the traditional school governance model in several ways. The Site Management Team (SMT) is made up of an equal number of parents and staff, as well as the Administrative Director, who is a non-voting member. Parents elect parent representatives and staff elects staff

representatives. The primary goal of the SMT is to ensure a quality education for all students attending Linscott Charter School. SMT responsibilities include governance, executive and judicial functions, and are detailed in the SMT By-laws (Policies #9000-9500). The By-laws are reviewed annually and new SMT members are oriented to their role on the governance team.

The Administrative Director and all employees serve at the discretion of the SMT, are provided with a detailed job description, and participate in an annual evaluation process.

2. Parent Participation

Section A. 3. , above, fully discusses the vital role of parent involvement at Linscott Charter School. Parent participation is governed by policies #8001 through #8005, which are included in the SMT policy binder as well as in the parent handbook provided to all parents. Through these policies, Linscott strives to ensure that parents can participate in ways reflecting their own skills, interests and talents, as well as taking into consideration the constraints of family, work and other commitments outside of Linscott.

In addition, Linscott is committed to supporting parents in their participation by providing parent education through teacher-led meetings, speakers meetings and a parent education library available to all parents.

E. Qualifications to be met by individuals to be employed by the school.

In order to maintain the integrity and coherence of the Linscott Charter School program, we expect that applicants for positions at Linscott will measure up to the highest professional standards. Linscott Charter School employees will meet similar qualifications required for equivalent positions in the district.

1. Teachers

Teachers at Linscott Charter School are required to hold a valid California Teaching Credential, to document a history of effective service to children and families and to demonstrate exceptional skill from which the school community may benefit. All teachers must be CLAD certified.

Qualifications are outlined in the Teacher Job Description adopted by the SMT, and maintained in the SMT Policy Binder, Section 4: Personnel.

Beginning teachers are mentored as outlined in Section M, "Other Rights of Employees at Linscott Charter School." Those who are eligible will participate in the New Teacher Project.

Teachers at Linscott Charter School will demonstrate:

- Good communication skills with students, parents and colleagues;
- Enthusiasm for the philosophy of the school
- A commitment to on-going professional development in curricular areas, effective teaching strategies, child development, and recent changes in educational theory and practice
- A willingness to commit to developing and implementing a parent education component in their instructional plan and to using parents effectively in the classroom

2. Other staff

Classified and other support personnel will meet the qualifications outlined in job descriptions. All personnel are provided with a job description adopted by the SMT and maintained in Section 4: Personnel, of the SMT Policy Binder.

3. Volunteers

Parent volunteers share the commitment to the philosophy of Linscott Charter School and agree to actively participate in the school program as outlined in Parent Participation Policies #8001- 8005.

F. Procedures to follow to ensure the health and safety of pupils and staff, including the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237.

Linscott Charter School will comply with the provisions of Education Code 44237

Private School Instruction Employee: Fingerprints and Criminal Records

Summary Requirements: Definitions "Each employee having contact with minor pupils and not possessing a valid California State teaching credential must submit two sets of fingerprints to the Department of Justice for the purpose of obtaining a criminal record summary. This requirement is a condition of employment. " Fingerprinting services are provided through PVUSD Human Resources. Fees for this service are outlined in the Memorandum of Understanding between the Charter School and the District.

Students are not permitted to leave campus during the school day without the supervision of a certificated teacher. Written parent permission is required for all off-campus trips during the school day, in accordance with PVUSD and Linscott Charter School field trip policies. Parents who drive students are required to provide a valid California Driver's License and proof of insurance in accordance with district requirements.

Employees and parents are required to show evidence of TB screening, and teachers are required to regularly update CPR and First Aid certification.

Linscott Charter School arranges for maintenance of the facility in safe condition and complies with statutes governing health and safety, including current seismic safety criteria and CALOSHA requirements. Linscott Charter School provides custodial services and contracts with the district for other maintenance as outlined in the Memorandum of Understanding. Linscott has established and follows a Safe School and Emergency Plan. The Administrative Director and Facilities Manager, plan, execute, develop and communicate procedures for all earthquake, fire, and lock-down drills for students. All classrooms display emergency information.

G. The means by which the school will achieve a racial and ethnic balance among its pupils reflective of the general population of district.

Linscott Charter School values diversity as an important component of a quality-learning environment. Through active and organized recruitment and admission practices, the racial and ethnic balance of Linscott Charter School will strive to reflect the general population of the Pajaro Valley Unified School District attendance area. Families will be considered for admission without regard to ethnicity, national origin, gender, disability or achievement level of students. In recent years the policies governing parent participation have been adjusted to provide access to a wide demographic of families. Residence in the PVUSD is a priority for enrollment.

H. Admission requirements, if applicable.

As per California Charter School Law, admission to Linscott Charter School is restricted to residents of Santa Cruz County, and residents of counties adjacent to Santa Cruz County. Preference will be given to pupils residing within the attendance area of the PVUSD.

In addition, the following criteria will also be considered in the admission of families:

- Prospective parents will demonstrate a clear understanding of and commitment to parent participation as outlined in the Linscott Parent Participation Policies;
- Prospective parents will articulate an understanding of and commitment to the educational philosophy of the school as outlined in the School Charter and other written documents as provided by the Enrollment Coordinator;
- Prospective parents will participate in all enrollment procedures;
- Priority will be given to families with siblings already enrolled in Linscott Charter School;

- Admission will be determined by a lottery when there are more interested families than available placements.

Linscott Charter School adheres to its Admissions Policy #3000 in all matters concerning student admissions. This policy is reviewed annually and is based on the requirements set forth in the Charter School Act of 1992, California Education Code #47600-47604.5.

I. Manner in which annual, independent, financial audits shall be conducted.

Linscott Charter School is locally funded. The Pajaro Unified School District receives the funding for the school and provides fiscal, accounting and purchasing services to Linscott as outlined in the Memorandum of Understanding. Any services for which Linscott Charter School contracts with the PVUSD are on a fee basis, with charges not to exceed the actual cost to PVUSD. Any such services and their costs are outlined in a Memorandum of Understanding. Employee benefits/retirement plan and liability insurance are contracted with the PVUSD at cost and reflects those benefits negotiated by the PVUSD employees, both certificated and classified.

An annual fiscal audit of Linscott Charter School finances is conducted as part of the PVUSD annual audit.

J. The procedures by which pupils can be suspended or expelled.

The procedures for suspension and expulsion of Linscott Charter School students are identified in a comprehensive Linscott Charter School Discipline Policy. The emphasis of Linscott's policy will be on conflict resolution and preventive measures, that would avoid the necessity of suspensions or expulsions. Any final decisions regarding the disposition of such student matters

will be at the discretion of the Administrator/Student Discipline Panel. An appeal process is available through the Linscott Charter School Site Management Team.

K. The manner by which staff members of the school will be covered by STRS, PERS or AC.

- All certificated employees of Linscott Charter School participate in STRS and contribute at the rate established by STRS;
- All classified employees of Linscott Charter School participate in PERS and contribute at the rate established by PERS;
- All employees who are not members of STRS or PERS participate in Apple Care

Linscott Charter School makes all employer contributions as required by STRS, PERS and Apple Care. Linscott Charter School also makes contributions for workers compensation insurance, unemployment insurance and any other payroll obligations of an employer.

L. Public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.

Since Linscott Charter School does not have a neighborhood attendance area, all students not wishing to attend the charter school may enroll in their school of residence. Pupils leaving Linscott Charter School have no right of admission at a particular school of the PVUSD except to the extent that such a right is extended by the District (Education Code #47605 (b)(5)(L)).

When parents fail to adhere to the provisions of the Linscott Charter School Parent Participation Policies they will lose priority admission for the following school year. However, the SMT is committed to offering alternative methods of participation to meet diverse parent needs, and maintains policies that offer every opportunity for improvement, negotiation, and leaves of absence to support parents in their efforts to be involved in their students' education.

M. Rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.

The Linscott Charter School staff and Site Management Team are committed to preserving the hard-won gains of the PVUSD collective bargaining units for both Certificated and Classified employees. Even when budget reductions complicate negotiations, service at Linscott must always be at least as remunerative and secure as work at any other school site. Acknowledging that exemplary service in teaching requires substantially more than a forty-hour workweek, and that significant professional growth requires extensive out-of-work commitments, we will strive to achieve parity of compensation and benefits with other professions. In recognition of the parent education duties above and beyond what PVUSD employees are required to perform, the SMT commits to a minimum of 2% above the PVUSD in its compensation for full-time classroom teachers. All teachers will be provided with a job description and salary schedule approved by the SMT.

The District and the Pajaro Valley Federation of Teachers have agreed that tenured teachers who are hired by the Linscott Charter School SMT are required to take a Leave of Separation from the PVUSD for a period of up to 39 months. If they wish to return to the District, they must file a formal request to return by March 1 of the third year of the Leave of Separation. Should they return to the PVUSD within the 39-month period, they retain their original hire date for seniority purposes, but will not be guaranteed their original school or assignment. They will not advance in step and column for the time they were at Linscott. They will remain where they were on the salary schedule or will be given up to 10 years earned service credit as per District practices. Their rights to a position within the District will be immediately below that of YRE opt-outs. While tenured District teachers are on a Leave of Separation at Linscott, they will not be PVUSD employees nor will they be represented by PVFT.

If Linscott ceases to be a charter school, teachers who were tenured with the PVUSD prior to working at Linscott and who are within the 39 months Leave of Separation, will once again become District employees and will retain their original hire date for seniority purposes. Teachers hired by Linscott who are not tenured PVUSD employees will have no District or Union rights.

The District and CSEA have agreed that classified employees who choose to remain with Linscott will no longer be District employees or bargaining unit members.

Other Rights of Employees at Linscott Charter School

Linscott staff members shall serve at Linscott under terms and conditions of yearly renewable assignments, as determined by the Linscott Charter School Site Management Team, upon recommendation of the administration. These terms and conditions will be specified in Personnel Policies and will include, but may not be limited to:

- Willingness to work effectively as a member of a developmental learning team, and a willingness to go beyond traditional job roles;
- Commitment to professional growth and lifelong learning;
- Participation in a professional evaluation process.

For teachers new to Linscott, development in the above areas is facilitated by the administration. They participate in relevant training or workshops, receive extra planning time and visit exemplary programs. Collaborating in the probationary teacher's best interest, the school administrator meets regularly with the employee to monitor his or her assimilation into the life and work of the Linscott community. Satisfactory completion of the probationary year shall automatically qualify the new teacher for renewal of an annual teaching assignment if one is available.

Certificated employees participate annually in a professional evaluation process, outlined in Linscott Charter School Evaluation Policy #4162. If any certificated employee is in need of professional assistance and/or remediation, the

Administrative Director will form an intervention team in accordance with Linscott Charter School Evaluation Policy and will keep the SMT informed according to the same policy. The purpose of remediation is to support the employee in bringing about change and improvement. If satisfactory progress is not made, Linscott Charter School will not renew that staff member's work assignment.

The Administrative Director will conduct yearly evaluations of classified employees. All classified staff determined to need improvement will be supported in bringing about change. If satisfactory progress is not made in the identified areas, the school will not renew that staff member's work assignment.

The Linscott Charter School SMT, using an evaluation instrument developed by the SMT, which is detailed in Linscott Charter School Policy #2003, will evaluate the Administrative Director annually. The Administrative Director will receive regular direction and support from the SMT through meetings of the SMT as well as from formal, written policies and goals. Every effort will be made to assist the Administrative Director in improving performance. The Administrative Director contract may or may not be renewed annually at the discretion of the SMT.

N. Procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.

1. Material revisions of the Linscott School Charter must be approved by majority vote of the Linscott Charter School SMT and the PVUSD Board of Trustees. This charter is a broad framework and is amplified and supported through specific SMT policies and administrative procedures.
2. The Linscott Charter School SMT will seek to resolve any possible differences with the District prior to seeking approval of renewal from the Board of Trustees through consultation with District personnel, primarily the Assistant Superintendent with Charter School oversight responsibilities. Any possible disputes relating to implementation of provisions of the charter will be similarly resolved.

3. Any charter provision that, through legislation or legal ruling, is deemed to be outside the intent of California Education Code Section 47605-47608 will be removed from the charter. Such a situation will not result in the revocation of the charter.
 4. The charter may be revoked by the PVUSD Board of Trustees if Linscott Charter School:
 - Commits a material violation of any of the conditions, standards or procedures set forth in the charter;
 - Fails to pursue any of the student outcomes identified in the charter;
 - Fails to meet generally accepted standards of fiscal management;
 - Violates any provision of the law.
 5. In the event that the charter should be revoked, Linscott Charter School will again be subject to all policies, regulations, processes, and controls of the district and will continue as a parent participation magnet school.
-

O. A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act.

Linscott Charter School shall be deemed the exclusive public school employer of all employees of the charter school for the purposes of the Educational Employment Relations Act.

P. A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the school including disposing of net assets and for the maintenance and transfer of pupil records.

Should the Linscott School charter be revoked for any of the reasons detailed below, ("Other Charter Provisions"), Linscott School will again be subject to all

regulations, processes and controls of the Pajaro Valley Unified School District, and will continue as a parent participation magnet school. All assets and liabilities will fall under control of the PVUSD.

Should the school close altogether, PVUSD policies and procedures will apply for the disposition of all assets and liabilities of the school, including the final audit, disposing of net assets, and the maintenance and transfer of pupil records.

Other Charter Provisions

1. Material revisions of this charter must be approved by majority vote of the Linscott Site Management Team and the Pajaro Valley Unified School District Board of Trustees. This charter is intended to be a broad framework; specific policies and procedures will be developed as needed.
2. Any charter provision that, through legislation or legal ruling, is deemed to be outside the intent of any laws governing charter schools will be removed from the charter. Such a situation would not result in the revocation of the charter.
3. The charter may be revoked by the Pajaro Valley Unified School District Board of Trustees if:
 - Linscott Charter School commits a material violation of any of the conditions, standards or procedures set forth in the charter;
 - Linscott Charter School fails to meet or pursue any of the student outcomes identified in the charter;
 - Linscott Charter School fails to meet generally accepted standards of fiscal management;
 - Linscott Charter School violates any provision of the law.
4. Linscott Charter School will be nonsectarian in its programs, admission policies, employment practices and all other operations, and will not discriminate against any student or employee on the basis of ethnicity, national origin, gender or disability.

5. Linscott Charter School will not charge tuition for its regular educational program. However, optional fee-based, after school or summer programs may be offered on site.
6. Linscott Charter School may apply directly for outside grants and other funding and pursue a variety of fundraising avenues, without restriction.



PAJARO VALLEY UNIFIED SCHOOL DISTRICT

Board Agenda Backup

Item No: 12.2

Date: March 27, 2013

Item: Canine Detection Program – Follow Up with Some Information

Overview: On January 16, 2013, the Board of Trustees had a demonstration of the canine detection process. The board asked for some data to be provided. One district sent us their data from 2009-10 and 10-11. The names of the district and schools are not included but the information provided will let you know the outcomes in that district. The district is nearby geographically and has a similar size and demographics with our district. The additional data provided in this report shows the specific number of suspensions and days of suspensions related to the possession, sales and/or use of alcohol or drugs. These are the specific violations that we hope to address in the use of the safety dogs as a deterrent. The proposal is to pilot the process at three schools for the month of May.

The attached information is as follows:

Page 1 – Blank Form Used by Another District

Pages 3, 4, 5 Statistics from that district for 2008-09 and 09-10

Recommendation: Approve funding for pilot at three schools in the month of May, 2013

Budget Considerations:

Funding Source: To Be Determined

Budgeted: Yes: ☐ No: ☒

Amount: \$ 2450

Prepared By: Murry Schekman

Superintendent's Signature:

Dorm Bpk

PROACTIVE K9 DETECTION SERVICES REPORT

Fax this report to XXXXX within 24 hours of service

DATE OF SEARCH: ____/____/____

Name of School: (Check box indicating school submitting this report)

☐ Middle School

☐ High School

Areas Searched:

TABLE A

Areas searched	Number searched	Number of alerts*	Number of alerts confirmed*	Residual odor*
Classrooms				
Bathrooms				
Parking lots				
Lockers				
Other (please specify):				

*Alerts= Dog indicates an odor

*Confirmation=Residue (marijuana flakes, white powdered substance, lighter with residue, etc.) possession of items listed in Table B

*Residual odor= No evidence found but student may have been in possession or in contact with items that would cause an alert. If student admits to contact with illegal substance staff must report.

How Many Documented Possessions Were The Result Of This Search?:

TABLE B

Type of Possession	Confiscated YES/NO	Number to report to board
Alcohol		
Drugs		
Possession for sale		
Destructive/explosive devices (gunpowder)		
Tobacco		
Prescription drug/medication		
Paraphernalia (define)		
Other (list)		

Signature of school official submitting report

____/____/____
Date

Canine Search Report SY2009

7/2008	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor	8/2008	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor	9/2008	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor
Sch 1	2	0	0	0		1	0				1	0		
Sch 2	1	1	0			1	0							
Sch 3	1	0									1	0		
Sch 4														
Sch 5											2	2	0	2
Sch 6														
Sch 7	1	2	8	6										
Sch 8	1	3	0	0		1	3	0	3					
Sch 9											1	5	2	3
Total	6	6	8	6	Total	3	3	0	3	Total	5	7	2	5
10/2008	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor	11/2008	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor	12/2008	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor
Sch 1	2	2	0			1	1	1	1		1	0		
Sch 2	2	1	0	1		1	0							
Sch 3	2	1	0	0		1	1	1			1	0		
Sch 4	1	0	0											
Sch 5	3	5	2			2	6	1	3		2	6	0	3
Sch 6	2	10	6	3		1	3	1	2					
Sch 7						1	5	2	3		1	4	4	1
Sch 8						1	5	0	3		1	3	1	2
Sch 9	1	2	0			2	6	2	3		2	2	0	2
Total	13	21	8	4	Total	10	27	8	15	Total	8	15	5	8
1/2009	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor	2/2009	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor	3/2009	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor
Sch 1	1	0				2	0				2	2	1	2
Sch 2	2	3	0	3		2	2	1			3	2	0	2
Sch 3						1	2	1			1	0	0	
Sch 4	1	2	2	2										
Sch 5	2	4	1			1	3	1	1		2	5	0	
Sch 6	1	5	2	1		2	3	3	3		1	4	1	3
Sch 7											1	7	2	
Sch 8	2	9	6	3		1	2	0	2		1	3	2	2
Sch 9	2	2	1	2		2	6	3	2		1	0		
Total	11	25	12	11	Total	11	18	9	8	Total	12	23	6	9
4/2009	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor	5/2009	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor	6/2009	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor
Sch 1	2	3	0			1	1	0						
Sch 2	2	2	0	0										
Sch 3														
Sch 4														
Sch 5	2	2				1	3	0	0					
Sch 6	1	2	2	1										
Sch 7						1	2	2	1					
Sch 8						1	0	0	2		1	2	0	4
Sch 9	2	3	1	1		1	0	0	0					
Total	9	12	3	2	Total	5	6	2	3	Total	1	2	0	4

Canine Search Report SY2010

7/2009	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor	8/2009	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor	9/2009	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor
Sch 1	2	2				1	1	1			1	0		
Sch 2	1	0									2	1		
Sch 3														
Sch 4														
Sch 5	2	9	0	1										
Sch 6											2	5	1	3
Sch 7											1	4	0	4
Sch 8														
Sch 9						2	7	3	4		1	4	1	3
Total	5	11	0	1	Total 1	3	8	4	4	Total	7	14	2	10
10/2009	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor	11/2009	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor	12/2009	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor
Sch 1	1	0				2	1	0	1		1			
Sch 2						2	0				1	1	1	1
Sch 3														
Sch 4														
Sch 5	1	4	1	1		1	3	1	2		1	2	0	
Sch 6	1	3	1	1		2	2	1	2		1	4	0	4
Sch 7	1	5		5							1	7	5	5
Sch 8	1	1	1	1		1	3	0	1					
Sch 9	1	1	0	1							1	5	0	3
Total	6	14	3	9	Total 1	8	9	2	6	Total	6	19	6	13
1/2010	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor	2/2010	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor	3/2010	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor
Sch 1	1	0				1	0				1	0		
Sch 2	1	0				1	3	1	1		2	0	0	
Sch 3	1	0									2	0		
Sch 4	1	0				1	0				4	3	2	2
Sch 5	2	4	1			2	9	2	4		1	4		
Sch 6						1	3	2	1					
Sch 7						2	5	3	2		2	6	0	3
Sch 8	1	2		2		2	3	0	2		2	4	2	2
Sch 9	1	0												
Total	8	6	1	2	Total 1	10	23	8	10	Total	14	17	4	7
4/2010	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor	5/2010	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor	6/2010	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor
Sch 1	2	0				1					1	0		
Sch 2	2	2	0	1		2	1	1						
Sch 3														
Sch 4						1	1	1	1					
Sch 5	3	6	1			1	1				1	0		
Sch 6	1	5	1	4		1	0	0	2					
Sch 7														
Sch 8	3	8	7	1		1	3	3	2		1	0		
Sch 9														
Total	11	21	9	6	Total 1	7	6	6	6	Total	3	1		

Article Confiscated as a Result of Canine Searches SY 2009 & SY2010

	Drugs	Bullets	Gunpowder	Lighter	Marijuana	Knife	Bandana	Pipe	Tobacco	Alcohol	Paraphernalia ^a	Gang images
	2											
	2							1				
	1			1	1	1						2
	6			1	3						1	
	14		1	9	3	2	3 (red)	6			1	
	1			5					1		2	
	6			5	4	1		1	5	3		
	3	2		2	1	3			1			
Total	35	2	1	23	12	7	3	8	7	3	4	2

Analysis of Suspension Data – The chart below shows a total of the 2011-12 suspension totals for possession, use of or sales of drugs and/or alcohol in the PVUSD. These are the suspendable offenses that our use of a safety dog would hopefully address as a deterrent.

	Poss/UTI Drugs/Alcohol	Drug Sell	Alcohol Sell	Firearms
Incidents	233	3	1	0
Suspension Days	849	12	5	0

There are a total of 849 days. The amount that we receive in ADA has fluctuated between \$28 and \$35 per student, based on our district's revenue limit. If we use a \$30 per day formula we have a total loss of revenue to the district of \$25,470 (\$30 X 849 Days of Suspension). Obviously, this also negatively impacts our students' learning when they are not in school. If we just reduce the suspensions due to possession and use by 20 % (170 days), we would save \$4200.

The proposed cost from Pro Active, the firm that presented in January was for a total of 13 visits between January and June, each visit costing \$350.00.

This proposal calls for 7 visits in the month of May, 2013, a total cost of \$2450.00. The visits would be to two of our smaller alternative schools and one of our comprehensive high schools.

PAJARO VALLEY UNIFIED SCHOOL DISTRICT



Board Agenda Backup

Item No: 12.3

Date: March 27, 2013

Item: Resolution #12-13-16, Supporting Measures for Continued School Safety

Overview: The recent violent incidents have prompted a heightened alertness around safety on our schools. The resolution before the Board is an effort to encourage continued support for safety measures from the various stakeholders.

Recommendation: It is recommended that the Board approve Resolution #12-13-16.

Prepared By: Dorma Baker, Superintendent

Superintendent's Signature:

Dorma Baker



PAJARO VALLEY UNIFIED SCHOOL DISTRICT

RESOLUTION # 12-13-16 SUPPORTING MEASURES FOR CONTINUED SCHOOL SAFETY

WHEREAS, Pajaro Valley Unified School District (PVUSD) supports the right of students and staff to attend schools that are safe and free from violence and harassment, and that offer a safe environment that ensures both the physical and emotional safety of students and staff; and

WHEREAS, safe schools provide an environment where teaching and learning are not distracted; disruptions are minimized; drugs, violence, bullying and fear are not present; students and staff are not discriminated against; expectations for behavior are clearly communicated and standards of behavior are maintained; and consequences for infractions are consistently and fairly applied; and

WHEREAS, the loss of life is unacceptable and school shootings are a tragedy that affect the whole society, and the recent violent events affecting our youth and staff, reminds us our children and those who care for them are the most precious and vulnerable members of our society; and

WHEREAS, the state of California has in recent years dramatically decreased funding for mental health services, leaving too many people with serious mental health disorders, unable to access and afford diagnostic and treatment services; and

WHEREAS, the Board of Trustees of the PVUSD calls upon the California State Legislature to reinstate adequate funding to support mental health services in schools and the general community to aid in the identification and treatment of youth and adults at high risk for committing violent acts; and

WHEREAS, PVUSD regularly completes and holds drills and rehearses evacuation procedures as prescribed in both school site and district emergency plans that involve all school district personnel, law enforcement, fire and medical rescue personnel, emergency management personnel and others essential to resolving any potential crisis that might occur; and

WHEREAS, PVUSD reviews school site discipline rules and procedures to ensure they are appropriately enforced and address student behavior and parent behavior and other school safety issues. Student handbooks that explain codes of conduct, unacceptable behavior, disciplinary consequences and legal consequences are given to all students and parents; and

WHEREAS, recently a series of wide-ranging federal efforts intended to curb gun violence have been launched, including a series of executive branch and Congressional initiatives which will enhance school safety and improve access to mental health services,

THEREFORE, BE IT RESOLVED, that the Board of Trustees of PVUSD calls upon the California State Legislature to reinstate adequate funding to support counseling and mental health services in schools to aid in the identification and treatment of individuals that may commit violent acts; and

NOW, THEREFORE, BE IT FINALLY RESOLVED, that the Board of Trustees of PVUSD will continue to work with a broad spectrum of local community stakeholders, local law enforcement, mental health professionals, parents, students, teachers and staff to develop, implement and monitor policies and programs that foster and support a positive school climate, free from harassment and violence.

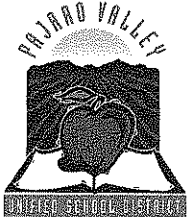
PASSED AND ADOPTED ON WEDNESDAY, MARCH 27, 2013 BY THE FOLLOWING VOTE:

AYES: ____; NAYS: ____; ABSTENTIONS: ____; ABSENT: ____

Willie Yahiro, President of the Board



PAJARO VALLEY UNIFIED SCHOOL DISTRICT



Board Agenda Backup

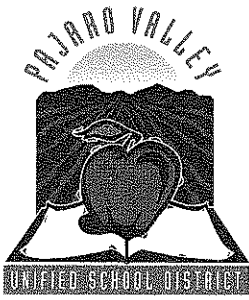
Item No: 12.4

Date:	March 27, 2013
Item:	Approve Changes to the Board Meeting Schedule: Addition of Governance Training on Saturday, April 13, 2013, and the Cancellation of April 27, 2013 Meeting.
Overview:	<p>The Board has the opportunity to have Board Governance training facilitated by the California School Boards Association on Saturday, April 13, 2013.</p> <p>At the meeting of March 13, 2013, it was proposed that this training take the place of the regular meeting of April 27th.</p>
Recommendation:	Approve changes to Board Meeting Schedule.

Prepared By: Dorma Baker, Superintendent

Superintendent's Signature:

Dorma Baker



Pajaro Valley Unified School District

Board of Trustees

Meeting Schedule

2013

		Comment
January	<ul style="list-style-type: none"> 16 (changed from 23rd on 12/11) 23 	
February	<ul style="list-style-type: none"> 13 27 	
March	<ul style="list-style-type: none"> 13 27 	<ul style="list-style-type: none"> Approve 2nd Interim Report
April	<ul style="list-style-type: none"> 10 13 24 	<ul style="list-style-type: none"> Board Governance
May	<ul style="list-style-type: none"> 8 22 	<ul style="list-style-type: none"> Approve 3rd Interim Report
June	<ul style="list-style-type: none"> 12 26 	<ul style="list-style-type: none"> 13-14 Budget Adoption
July		<ul style="list-style-type: none"> No Meetings Scheduled
August	<ul style="list-style-type: none"> 14 28 	
September	<ul style="list-style-type: none"> 11 25 	<ul style="list-style-type: none"> Unaudited Actuals
October	<ul style="list-style-type: none"> 9 23 	
November	<ul style="list-style-type: none"> 13 	
December	<ul style="list-style-type: none"> 11 Annual Organization Mtg. 	<ul style="list-style-type: none"> Approve 1st Interim Report