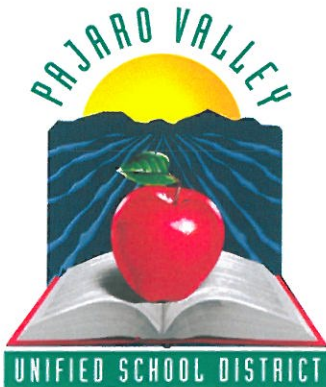


## PAJARO VALLEY UNIFIED SCHOOL DISTRICT MISSION STATEMENT

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.



### April 9, 2014 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 (4<sup>th</sup> Floor)
- On our Webpage: [www.pvUSD.net](http://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
  - a. Action on 1 Classified Employee
- 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
- 2.9 Superintendent's Evaluation

**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 Leslie DeRose, Maria Orozco, Karen Osmundson, Lupe Rivas, Jeff Ursino, Willie Yahiro and President Kim De Serpa
- 3.3 Superintendent Comments
- 3.4 Governing Board Comments/Reports Standing Committees Meetings (1 min per trustee)
- 3.5 Jacob Young Financial – Classified Employee of the Month Award
  - Gaye Muir, Office Manager, Pacific Coast Charter School - February 2014
  - Anita Bistrin, Librarian, Radcliff Elementary School – March 2014
- 3.6 Jacob Young Financial - Teacher of the Month Award
  - Susan Gallagher, EA Hall Middle School - February 2014
  - Grade-Level Leadership Team, MacQuiddy Elementary School – March 2014

**4.0 APPROVAL OF THE AGENDA**

**5.0 APPROVAL OF MINUTES**

- a) Minutes for March 26, 2014

**6.0 HIGH SCHOOL STUDENTS BOARD REPRESENTATIVES REPORT (5 min. per school)**

**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. Trustees may ask questions for clarity but cannot take action on these matters. (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 20 – April 2, 2014  
The PO's will be available in the Superintendent's Office.
- 9.2 Warrants March 20 – April 2, 2014  
The warrants will be available in the Superintendent's Office.
- 9.3 Approve Williams Quarterly Report for Quarter Covering January, February, March, 2014. Number of Complaints: Zero.
- 9.4 Approve Bid #JL030314 – Laundry Services.
- 9.5 Approve Aptos High School – Freedom Field Modular Bathroom.
- 9.6 Approve Architectural Amendments.

The administration recommends approval of the Consent Agenda.

**10.0 DEFERRED CONSENT ITEMS**

**11.0 REPORT, DISCUSSION AND POSSIBLE ACTION ITEMS**

- 11.1 Report, discussion and possible action to approve One New Contract for Assistant Superintendent, Three Renewal of Contracts for Assistant Superintendents, and Renewal of Contract for Chief Business Officer (CBO) Through June 30, 2016.  
*Report by Dorma Baker, Superintendent. 2 min. report; 10 min. discussion*
- 11.2 Report, discussion and possible action to approve PVFT Sunshine Proposal.  
*Report by Sharon Roddick, Assistant Superintendent, HR. 5 min. report; 10 min. discussion*
- 11.3 Report, discussion and possible action to approve the following Updated Board Bylaws: 9100, Annual Organizational Meeting; 9121, President; 9123, Vice President/Clerk; and 9322, Agenda/Meeting Materials.  
*Report by Dorma Baker, Superintendent. 2 min. report; 10 min. discussion*

**12.0 REPORT AND DISCUSSION ITEMS**

- 12.1 Report and discussion on Implementing Positive Discipline.  
*Report by Ylda Nogueda, Assistant Superintendent. 15 min. report; 10 min. discussion*

- 12.2 Report and discussion on Common Core State Standards on Mathematics.  
*Report by Susan Pérez, Director, Educational and English Learners.*  
15 min. report; 10 min. discussion
- 12.3 Report and discussion on Quarterly Update on Measure L Program.  
*Report by Brett McFadden, CBO.*  
15 min. report; 10 min. discussion

### 13.0 ACTION ON CLOSED SESSION

### 14.0 UPCOMING BOARD MEETINGS/REMAINING BOARD MEETINGS FOR 2014

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	▪ 23	
May	▪ 14	
	▪ 28	▪ Approve 3 <sup>rd</sup> Interim Report
June	▪ 11	
	▪ 25	▪ 2014-2015 Budget Adoption
July	No Meetings	
August	▪ 13	
	▪ 27	
September	▪ 10	▪ Unaudited Actuals
	▪ 24	
October	▪ 8	
	▪ 22	
November	▪ 12	▪
December	▪ 10 Annual Org. Mtg.	▪ Approve 1 <sup>st</sup> Interim Report

### 15.0 ADJOURNMENT

PAJARO VALLEY UNIFIED SCHOOL DISTRICT  
CLOSED SESSION AGENDA  
April 9, 2014

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

<b>New Hires – Probationary</b>	
	None
<b>Promotions</b>	
	None
<b>New Hires</b>	
2	Teacher
<b>New Substitutes</b>	
	None
<b>Administrative Appointments</b>	
	None
<b>Transfers</b>	
	None
<b>Other</b>	
	None
<b>Extra Pay Assignments</b>	
7	Coach
<b>Extra Period Assignments</b>	
	None
<b>Leaves of Absence</b>	
2	Bus Driver
1	Counselor
4	Teacher
1	Psychologist
<b>Retirements</b>	
	None
<b>Resignations/Terminations</b>	
	None
<b>Supplemental Service Agreements</b>	
30	Teacher



<b>Miscellaneous Actions</b>	
	None
<b>Separations From Service</b>	
1	Instructional Assistant –Moderate/Severe
2	Teacher
<b>Limited Term – Projects</b>	
3	Enrichment Specialists
1	Office Assistant I
2	Office Assistant III
<b>Exempt</b>	
	None
<b>Provisional</b>	
	None
<b>Limited Term - Substitute</b>	
	None

**March 26, 2014  
REGULAR BOARD MEETING  
UNADOPTED MINUTES**

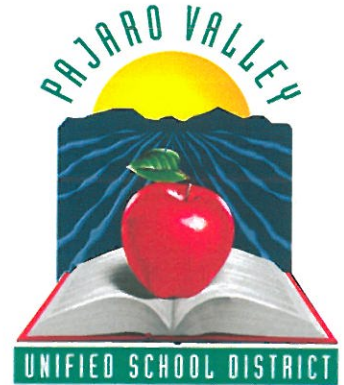
***CLOSED SESSION – 6:00 p.m. – 7:00 p.m.***

***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**

Vice President Rivas called the meeting of the board in order at 6:04 PM 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**

<b>New Hires – Probationary</b>	
1	Health Care Assistant
1	Student Information System Specialist
1	Translator
<b>Promotions</b>	
1	Office Manger
1	Senior Applications Analyst
1	<i>HR Analyst</i>
<b>New Hires</b>	
4	Teachers
<b>New Substitutes</b>	
	None
<b>Administrative Appointments</b>	
	None
<b>Transfers</b>	
	None
<b>Other</b>	
1	Academic Coordinator

<b>Extra Pay Assignments</b>	
6	Coaches
<b>Extra Period Assignments</b>	
	None
<b>Leaves of Absence</b>	
2	Coordinators
11	<i>Teacher</i>
1	<i>HR Analyst</i>
<b>Retirements</b>	
	None
<b>Resignations/Terminations</b>	
	None
<b>Supplemental Service Agreements</b>	
47	Teachers
<b>Miscellaneous Actions</b>	
1	Behavior Technician
1	Instructional Assistant - Mild/Severe
1	Office Manager
1	Theater Technician
<b>Separations From Service</b>	
2	Teacher
1	Health Care Assistant
1	Instructional Assistant – Mild/Severe
1	Office Assistant III
1	Instructional Assistant – Mild/Moderate
<b>Limited Term – Projects</b>	
14	Behavior Technicians
1	Cafeteria Manager III
10	Cafeteria Assistant
1	Campus Safety & Security Officer
1	Custodian I
1	Data Entry Specialist
4	Enrichment Specialist
3	Instructional Assistant – General Education
2	Instructional Assistant – Mild/Severe
4	Instructional Assistant – Child Development



1	Lead Custodian II
8	Office Assistant I
3	Office Assistant II
2	Office Assistant III
9	Parent Education Specialist
1	Registration Specialist
<b>Exempt</b>	
9	Childcare
2	Outside Work Experience
1	School Crossing Guard
6	Student Helper
10	Workability
7	Yard Duty
<b>Provisional</b>	
1	Registration Specialist
1	Student Information System Specialist
<b>Limited Term - Substitute</b>	
1	Attendance Specialist
9	Cafeteria Assistant
1	Office Assistant III
3	Warehouse Delivery Worker

**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 4 Expulsions**

**2.9 Superintendent's Evaluation**

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

President De Serpa called the meeting of the Board in public to order at 7:03 PM.

#### **3.1 Pledge of Allegiance**

Trustee Ursino led the Board in the Pledge of Allegiance.

#### **3.2 Welcome by Board President**

Trustees Leslie DeRose, Maria Orozco, Karen Osmundson, Lupe Rivas, Jeff Ursino, and President Kim De Serpa were present. Trustee Willie Yahiro arrived the meeting at 7:46 PM.

#### **3.3 Superintendent Comments**

Dorma Baker noted that the district is moving along with the Local Control Accountability Plan (LCAP) process. The last town hall meeting at Watsonville High was very well attended with close to 150 people; the district appreciates all the input. We will begin to write this plan tomorrow.

Ms. Baker added that about 700 students from three middle schools visited UCSC this week; this is about one-half of 7<sup>th</sup> graders in our district. Students visited some classrooms and toured the campus. Students heard from students at UCSC about their journey to get there. She noted that the second half of 7<sup>th</sup> graders will visit CSUMB in the near future. 4<sup>th</sup> graders will visit Cabrillo College on May 9<sup>th</sup>.

#### **3.4 Governing Board Comments/Reports Standing Committees Meetings**

Trustee Rivas noted that she had attended different activities, including the Film Festival, which was inspiring. She also attended the DELAC meeting and Ruby Vasquez gave a powerful presentation to parents on testing.

Trustee Osmundson attended the DELAC meeting as well; she added that Ruby Vasquez handed out laptops to the parents so that they could learn about the testing program. She also attended the Cesar Chavez Community Awards Ceremony at the City.

Trustee Ursino attended the Aptos High Booster Club's fundraising event. The last fundraiser of the month is coming up on Saturday for Aptos High varsity baseball.

Trustee Orozco attended a fundraiser at Cassidy's Pizza. She also attended the Cesar Chavez Community Awards Ceremony where six of our students were recognized. She also attended the LCAP meeting at WHS and heard great feedback from parents. Attended the first Migrant Head Start meeting and was impressed with their parent leadership. Regarding students visiting colleges and universities, she noted that it was satisfying to double the number of students who attended the UCSC Summit this year from last year. The overall goal is to get them to higher education. She added that she will visit Calabasas School at the end of the week; she was pleased to have been invited by their principal.

Trustee DeRose attended the LCAP meeting and was impressed with the turnout. She was impressed with the facilitators.

President De Serpa thanked the district administration for all the great work in organizing LCAP meetings.

#### **3.5 Student Recognition**

Administration, staff, families and friends honored the following students:

- *Celeste Carranza-Zamora, Amesti Elementary School*
- *Jazmin Maldonado, MacQuiddy Elementary School*
- *Jasper Gonzalez, Ohlone Elementary School*
- *Ashley Rubio Lopez, Starlight Elementary School*
- *Patricia Romero, Adult Education*

#### **4.0 APPROVAL OF THE AGENDA**

Trustee DeRose moved to approve the agenda, pulling item 11.4 due to lack of backup and bring it back to a future meeting. Trustee Orozco seconded the motion. The motion passed 6/0/1 (Yahiro absent).

Trustee Yahiro arrived at 7:46 PM.

#### **5.0 APPROVAL OF MINUTES**

##### **a) Minutes for March 12, 2014**

Trustee Rivas moved to approve the minutes for March 12, 2014. Trustee Yahiro seconded the motion. The motion passed unanimously.

##### **b) Minutes for March 19, 2014, Study Session, Migrant and Seasonal Head Start**

Trustee Rivas moved to approve the minutes for the study session of March 19, 2014. Trustee Orozco seconded the motion. The motion passed unanimously.

#### **6.0 HIGH SCHOOL STUDENTS BOARD REPRESENTATIVES REPORT**

Maya Gross and Alondra Garcia of Aptos High School spoke of the recent loss of student at the school, Kevin Ortiz-Avalos. The school has had events to keep unity. Staff received a suicide prevention training and a town hall meeting about school climate and psychological awareness was held.

Trustee DeRose stated she was proud of the way students at Aptos High have handled the recent tragic events.

President De Serpa noted that she had attended the town hall meeting and that the district is doing what they can to help minimize risk.

Trustee Rivas expressed her appreciation for the difficult experiences students have had.

#### **7.0 VISITOR NON-AGENDA ITEMS**

Bill Beecher, community member, regarding the second interim report and Jack Carroll's comparisons to the June 13 budget, he noted that June numbers are not real numbers as the district cannot make their budget until the state gives their numbers. Regarding budget issues, it is important to work together as a team rather than attack each other.

Dan Hernandez, community member, expressed his disagreement with the decision to go into business with Community TV.

Lucia Villarreal, president of Pajaro Valley CABE, gave staff a copy of suggestions for the LCAP. She thanked superintendent Baker and president De Serpa for their support. The focus on LCAP is to get students ready for college, adding that bilingual programs should be incorporated into the LCAP as well.

#### **8.0 EMPLOYEE ORGANIZATIONS COMMENTS – PVFT, CSEA, PVAM, CWA**

Francisco Rodriguez, PVFT president, stated that the union has held a few meetings to obtain and provide feedback on LCAP. Once the initial data was gathered, members were asked to rank the various input for 7 of the 8 priority areas. Teachers appreciate the opportunity and see it as a first step in an ongoing process. Regarding the two job descriptions, items 12.2 and 12.3, revisions should include support activities necessary for LCAP; the reinstatement of the curriculum council should be considered as well.

Leticia Oropeza, CSEA president, the classification study is still out there and staff continues to feel the impact of the layoffs; when considering reinstatements, please consider classified positions.

Esther Murillo, office manager and officer of CSEA, noted that she's been getting phone calls about being short in staff or having part-time employees where there should be full time, including office assistants and custodians. Those positions should be reinstated.



## **9.0 CONSENT AGENDA**

Trustee Ursino moved to approve the consent agenda. Trustee Orozco seconded the agenda.

Trustee DeRose thanked Granite Construction for their generous donation to Pajaro Middle School.

Trustee Yahiro commended staff on all the ongoing construction projects; he asked Rick Mullkikin, Director of Construction, Facilities, Maintenance and Operations, to take a bow for all the work.

The motion passed unanimously.

- 9.1 Purchase Orders March 6 - 19, 2014**
- 9.2 Warrants September March 6 - 19, 2014**
- 9.3 Approve with Gratitude Donation from Granite Construction of Funds Equaling \$4,230 to Pajaro Middle School.**
- 9.4 Approve Trip to Kawakami for 15 Students through the Sister City Program, May 6 – 14. 2014.**
- 9.5 Approve CAHSEE Passage Waiver for Student #13-14-26, English Language Arts, Pajaro Valley High School.**
- 9.6 Approve CASHEE Passage Waiver for Student #13-14-27, English Language Arts, Pajaro Valley High School.**
- 9.7 Approve CAHSEE Passage Waiver for Student #13-14-28, Mathematics, Pajaro Valley High School.**
- 9.8 Approve CASHEE Passage Waiver for Student #13-14-29, English Language Arts, Pajaro Valley High School.**
- 9.9 Approve CASHEE Passage Waiver for Student #13-14-30, English Language Arts, Pajaro Valley High School.**
- 9.10 Approve Construction Project Management Services Amendment and Revised Construction Management Services Contracts.**
- 9.11 Approve Architectural Services and Construction Management Amendments.**
- 9.12 Approve Re- Carpet and Flooring Project – Project Closeout and Project Notice of Completion.**
- 9.13 Approve Aptos High School Freedom Field Grading Project Phase 1.**
- 9.14 Approve HA Hyde Elementary School Staff Restroom and Roof Repairs.**
- 9.15 Approve Ohlone Elementary School Kinder Play Area Renovation Project.**
- 9.16 Approve Rio Del Mar elementary school Additional Modular Classroom Project.**
- 9.17 Approve High School Scholarship Committee 2013-14.**

**9.18 Approve Charter Schools Common Core State Standards (CCSS) Implementation Funds Plans.**

**10.0 DEFERRED CONSENT ITEMS**

None.

**11.0 REPORT AND DISCUSSION ITEMS**

**11.1 Report and discussion on Pajaro Valley Prevention and Student Assistance's Kids Korner Report.**

*Report by Jenny Sarmiento, PVPSA Director.*

Jenny Sarmiento presented on this program, which is managed by PVPSA. The organization's mission statement focuses on bringing together various community stakeholders for the benefit of students' wellbeing. Kids Korner is a collaboration with academic counselors, nurses and other school administrators to provide mental health services. A comparison of crisis calls in 2012-13, with 128 calls, and 2013-14 with 105 calls to date, was presented. The first year had 21 interns but the current year has only 11 interns assisting with all calls, which reflects 208 hours of service. The annual budget of the program for 2013-14 is of \$92,518, which includes about \$73,000 from PVUSD. The program lost significant funding from the County Office of Education. Due to the loss of funds, there have been some service reduction to sites but they continue to cover as much need as possible.

In reference to the new Local Control Funding Formula, Ms. Sarmiento noted that there are the following funding opportunities to further improve parent involvement, pupil achievement, pupil engagement as well as school climate through PVPSA services: 1. Maintain current KK/SAP funding of \$122,518; 2. Maintain current Student Services funding of \$100,000; 3. Fund a PVPSA proposed mental health program to assist in eight schools identified with highest level of need.

Ms. Sarmiento continued presenting on PVPSA's proposed counseling model, which is the evidence-based Trauma-focused Cognitive Behavioral Therapy (TFCBT). The model provides intensive individual, family and group counseling, along with social service advocacy and case management. She commented on the specific goals of the program as well as on probable outcomes.

The Board participated with comments and questions and thanked Ms. Sarmiento for the presentation.

**11.2 Report and discussion on Santa Cruz County College Commitment (S4C).**

*Report by Murry Schekman, Assistant Superintendent.*

Mr. Schekman introduced Mr. Ray Kaupp, S4C Executive Director, who was present to speak about the program.

Mr. Kaupp stated that the intent of the program is to ensure students are properly prepared for college. It is a collaborative approach to educational improvement. The program operates with three strategies: 1. Get students onto pathway to college and career; pathways are designed with multiple off ramps and does not have to be a direct route. 2. Align efforts to improve student outcome; this calls for collaboration with all educational agencies. And 3. Measure what is done to improve. The program offers grade appropriate activities and events: for high school students, there is college and career night; for middle school students, there is the 7<sup>th</sup> grade summit at the universities; and for elementary students, there is the 4<sup>th</sup> grade, college experience as well as a summer program.

Mr. Kaupp reported on CollegeSpring, a 5-week pilot program to prepare students for their SAT. Results for the last two cohorts, one at Aptos campus and one in the Watsonville campus showed significant improvement in student performance. He is excited to expand the program this summer, focusing on high-need and high-potential students.

Public Comment:

Rocco Cappalla, community member, commented on the importance of ensuring that students are ready to be in college. Algebra 1 is a major stumbling block for many students and Algebra 2 is a graduation

requirement. There are ways to measure early assessment program for juniors and to track where students are placing at different levels.

Board participated with comments and thanked Mr. Kaupp for his presentation.

### **11.3 Report and discussion on Update on Transition to Common Core Standards.**

#### ***Report by Susan Pérez, Director of Educational and English Learner Services.***

Susan Pérez began by noting that 2013-14 is the final year of transition for CCSS. In 2014-15, it should be fully implemented and along with SBAC (Smarter Balance Assessment Consortia) assessments. She commented on English Language Arts and Mathematics big ideas, including focus on text complexity, emphasis on reading and writing across the curriculum, aiming for clarity and specificity and balance mathematical understanding and procedural skills, among other ideas. In terms of professional development (PD), CCSS brings a fundamental change to the way teachers are trained. Now, planning is based on core concepts and materials are pulled from various resources. There is much PD for teachers, including grade level institutes, release times, kinder seminars, monthly middle school training, and site level collaborations. The institutes offer visual representations of what is learned and helps teacher do their lesson planning. A document of best practices for self-reflection is being created. Site administrators are also receiving training, focusing on helping them recognize the shifts in instruction so that they can support their teachers. For parents, there is a brochure with helpful information in addition to parent training, which includes parent math nights to better help parents learn how to support their student at home. Ms. Pérez noted that there is a significant amount of resources on the district's website dedicated to CCSS. In addition, there are grade level binders being created for all teachers, along with pacing guides and lesson plan books. Technology is incorporated into all PD.

In reference to assessments, it was noted that all schools will participate in SBAC pilot; there will be ChromeBook carts for all schools. The task of testing all students with chromebooks is monumental and staff is working diligently to ensure that all schools have the necessary tools to complete testing. The district has also held trainings on SBAC.

Next steps is to fully implement the plan: allowing three days release time to teachers for planning, develop and purchase instructional resources, focus on secondary PD, provide on-site coaching and expand parent training.

The board participated with comments and questions and thanked Ms. Pérez for her presentation.

### **11.4 Report and discussion on Pajaro Valley Federation of Teachers' Opener Language Sunshine Proposal.**

#### ***Report by Sharon Roddick, Assistant Superintendent, HR.***

This item was pulled.

## **12.0 REPORT, DISCUSSION AND POSSIBLE ACTION ITEMS**

### **12.1 Report, discussion and possible action to Approve Board Bylaw # 9323, Meeting Conduct.**

#### ***Report by Dorma Baker, Superintendent.***

Dorma Baker reported that the California School Boards Association provides policy updates and this is an opportunity to update this particular bylaw regarding meeting conduct, specifically after the approval of broadcasting board meetings.

Board participated with comments.

Public comment:

Bill Beecher, community member, commented on the requirement of Brown Act, pg. 63 on standing committees.



Trustee Yahiro moved to approve this board bylaw on a first reading, clarifying that the meetings of the board are held in public but are not meetings of the public. Trustee DeRose seconded the motion. The motion passed 6/1/0 (Rivas dissented).

**12.2 Report, discussion and possible action to Approve Reinstatement and Revision of the Director, Equity, State and Federal Program & Accountability Job Description.**

***Report by Dorma Baker, Superintendent.***

Dorma Baker spoke about this item as well as item 12.3, noting that there have been many reductions and the district is looking at reinstating positions that are critical. We have had a lot of conversations about getting the right people in the right positions and these two positions are critical for a positive administrative team. PVUSD is facing the challenge of many new requirements, including equity and accountability. These positions will also bring alignment in educational services, necessary to see the improved student achievement that is so critical for the district's success. She noted that that is the only district in this county that does not have an assistant superintendent for education.

Board participated with comments and questions.

At 10:24 PM, trustee Ursino moved to continue the board meeting until 11:00 PM. Trustee DeRose seconded the motion. The motion passed unanimously.

The board continued with questions and comments.

Trustee Yahiro moved to approve this item. Trustee DeRose seconded the motion. The motion passed 5/2/0 (Osmundson, Rivas dissented).

**12.3 Report, discussion and possible action to Approve Revised Job Description for Assistant Superintendent of Curriculum, Instruction and Accountability.**

***Report Dorma Baker, Superintendent.***

Public comment:

Bill Beecher, community member, not surprised about this position coming forward given that the number one concern in the district is academic achievement. This is a core piece that needs to be brought up to the cabinet level.

Board participated with questions.

Trustee Osmundson moved to approve this item. Trustee Yahiro seconded the motion. The motion passed unanimously.

**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 employee report with the following additions: 2 Teachers under Leaves of Absence. Trustee Orozco seconded the motion. The motion passed 6/0/1 (Yahiro abstained).

**b. Classified Employees**

Trustee DeRose moved to approve the classified employee report with the following additions: 1 HR Analyst under Promotions and 1 HR Analyst under Leaves of Absence. Trustee Orozco seconded the motion. The motion passed 6/0/1 (Yahiro abstained).

**2.8 4 Expulsions**

***Actions on Expulsions:***

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

**13-14-035**

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

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

**13-14-039**

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

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

**13-14-040**

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

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

**13-14-041**

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

#### **14.0 UPCOMING BOARD MEETINGS/REMAINING BOARD MEETINGS FOR 2014**

**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 at 7:00 pm.**

		Comment
<b>April</b>	▪ 9 ▪ 23	
<b>May</b>	▪ 14 ▪ 28	▪ Approve 3 <sup>rd</sup> Interim Report
<b>June</b>	▪ 11 ▪ 25	▪ 2014-2015 Budget Adoption
<b>July</b>	No Meetings	
<b>August</b>	▪ 13 ▪ 27	
<b>September</b>	▪ 10 ▪ 24	▪ Unaudited Actuals
<b>October</b>	▪ 8 ▪ 22	
<b>November</b>	▪ 12	▪
<b>December</b>	▪ 10 Annual Org. Mtg.	▪ Approve 1 <sup>st</sup> Interim Report

#### **15.0 ADJOURNMENT**

There being no further business to address, the meeting of the Board was adjourned at 10:36 PM.

---

Dorma Baker, Superintendent



## ***PAJARO VALLEY UNIFIED SCHOOL DISTRICT***

### ***Board Agenda Backup***

Item No: 9.3

**Date:** April 9, 2014

**Item:** **Williams Uniform Complaint Quarterly Report  
(January, February, March 2014)**

**Overview and Rationale:** All school districts have been required to adopt a complaint system as a part of the Williams Settlement.

On a quarterly basis, Williams' complaints must be reported to the board and the county superintendent. The report must include the number and types of complaints received and how they were corrected.

During this quarter there were zero complaints submitted.

**Recommendation:** Approve Williams Quarterly Report as Submitted.

**Prepared By:** Sharon Roddick, Assistant Superintendent, HR

**Superintendent's Signature:**

*Dorma Baker* (A) )

**QUARTERLY DISTRICT STATUS REPORT OF UNIFORM COMPLAINTS  
TO THE COUNTY SUPERINTENDENT OF SCHOOLS  
QUARTER ENDED MARCH 2014**

DISTRICT: Pajaro Valley Unified School District Date Reported to District Governing Board: April 9, 2014

**I. INSTRUCTIONAL MATERIALS**

**A) Insufficient text books or instructional materials in classroom:**

# of Complaints	# of Complaints Resolved	# of Complaints Unresolved*
0		

- Explanation: \_\_\_\_\_

**B) Insufficient textbooks or instructional materials to take home:**

# of Complaints	# of Complaints Resolved	# of Complaints Unresolved*
0		

- Explanation: \_\_\_\_\_

**C) Textbooks or instructional materials in poor or unusable condition:**

# of Complaints	# of Complaints Resolved	# of Complaints Unresolved*
0		

- Explanation: \_\_\_\_\_

**II. TEACHER VACANCY OR MISASSIGNMENT**

**A) No assigned certified teacher at beginning of semester:**

# of Complaints	# of Complaints Resolved	# of Complaints Unresolved*
0		

- Explanation: \_\_\_\_\_

**B) Teacher lacking credentials or training to teach English Language Learners (ELL) with  
More than 20% Ell in class:**

# of Complaints	# of Complaints Resolved	# of Complaints Unresolved*
0		

- Explanation: \_\_\_\_\_

**D) Teacher instructing class lacking subject matter competency:**

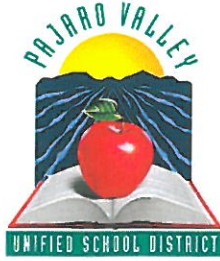
# of Complaints	# of Complaints Resolved	# of Complaints Unresolved*
0		

- Explanation: \_\_\_\_\_

**III. FACILITIES**

**A) Conditions pose an emergency or urgent threat to the health or safety of students/staff:**

# of Complaints	# of Complaints Resolved	# of Complaints Unresolved*
0		



## PAJARO VALLEY UNIFIED SCHOOL DISTRICT

### Board Agenda Backup

Item No: 9.4

**Date:** April 9, 2014

**Item:** Approval of Bid # JL030314 /LAUNDRY SERVICES

**Overview:** This bid establishes laundry and textile rental service to be provided to Pajaro Valley Unified School District departments of Maintenance, Transportation, Print Shop, Food Services and various school sites, for uniforms, shop towels, seat covers, dish towels, Turkish towels, grill pads, mats, and dust mops.

Awards are recommended to the lowest responsible bidder meeting terms, conditions, and specifications on each item. Prices shall be firm for 23 months; the contract term is five (5) years. Awards are based on previous year's usage and projected usage for 2014-2019. Actual expenditures will vary as supplies will be ordered as needed.

Three bids were received and opened at 3:00 PM, Wednesday, March 26, 2014.  
Aramark Uniform Services  
Mission Uniform and Linen Services  
Cintas Corporation

**Recommendation:** Administration recommends approval in accordance with Invitation to Bid, resulting in awards to the following Vendor:

Aramark Uniform Services  
The expenditures are dependent upon the needs of the district.

#### Budget Considerations:

**Funding Source:** General Fund: Purchasing, Transportation, Custodial and Food Service Services

**Budgeted:** Yes: ☐ No: ☒

**Amount:** Total estimated annual cost decrease of 13%.

**Prepared By:** Janet Linney, Senior Purchaser  
Rich Buse, Purchasing Director

**Superintendent's Signature:**

*Dorma Baker* (Signature)





## Board Agenda Backup

Item No: 9.5

**Date:** April 09, 2014

**Item:** Aptos High School – Freedom Field Modular Bathroom

**Overview:** The District is improving the Freedom Field at the Aptos High School Campus in two Phases. Phase I grading contract was approved at the March 26, 2014 Board Meeting. Phase II consists of landscaping, irrigation, site improvements such as lighting and installation of a portable restroom. The Restroom will have boys and girls and staff restrooms as well as a janitor's closet. Staff solicited bids from four manufactures who had State Approved Piggy Back Contracts and received 4 proposals.

On April 02, 2014 Staff reviewed all four proposals and selected American Modular Systems modular bathrooms as the unit which best fit the District's needs. This unit is \$4,476.00 higher in cost than the lowest unit, however the AMS unit has a separate Janitors closet and a better roofing system. The lower cost unit had the staff bathroom share the janitor's closet which leads to sanitary and security issues.

The attached document shows the proposal results.

**Recommendation:** It is recommended that the Board approve the purchase of the restroom from American Modular Systems in the amount of \$84,864.57. In addition it is recommended that the Board approve the Director of Maintenance, Operations and Facilities to sign the contract for the purchase of the modular.

**Budget Considerations:**

**Funding Source:** Measure L Bond Funds

**Budgeted:** Yes: ☒ No: ☐

**Amount:** \$84,864.57

**Prepared By:** Richard Mullikin *by Paul Johnson*  
Richard Mullikin, Director of Maintenance, Operations & Facilities (PJA)

**Superintendent's Signature:**

Dorma Baker (AA)  
Dorma Baker







# CONTRACT

FOR

## LABOR & MATERIALS AND PUBLIC WORKS PROJECTS

THIS CONTRACT made and entered into this **2nd** day of **April** by and between American Modular Systems hereinafter called the "CONTRACTOR" and the **PAJARO VALLEY UNIFIED SCHOOL DISTRICT**, hereinafter called the "DISTRICT". **WITNESSETH:** The parties do hereby contract and agree as follows:

In consideration of payment not to exceed the sum of **\$84,864.57** to be paid to Contractor by District, Contractor shall perform and complete the following work: **Purchase and installation of a new 12' X 40 Modular Restroom on Aptos High School Freedom Field site.**

**This is part of a Piggy back bid from Biggs Unified School District for the High Performance Facilities Contract**

1. Location of the work to be done at: **Proximate to 100 Mariner Way at Freedom Field, Aptos, CA 95003**
2. The term of this contract shall begin **4/10/14** and be completed by **8/31/14**.
3. This contract includes the terms and conditions attached as numbers 1 thru 27. The Contractor, by executing this contract agrees to accept and comply with such terms and conditions
4. District representative shall perform inspection and acceptance of work.

5. SITE/DEPARTMENT ACCEPTANCE:

Site/Department: **Maintenance, Operations & Facilities Department**

Site/Department Contact: **Richard Mullikin, Director of Planning** Phone: **(831) 786-2100 x 2555**

Principal/Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*This Agreement is not an authorization to proceed. The original signed Agreement must be received in Purchasing prior to issuing a Purchase Order.

6. All applicable laws and regulations of the Public Contract Code, Civil Code and Labor Code govern this Contract. For further information see the PVUSD Formal Contract Document.

**IN WITNESS WHEREOF**, the parties hereunto have subscribed to this Agreement, including all Contract documents as indicated below, which must be on file with the District prior to the commencement of work.

Received by the Contractor:

N/A Drawings  
N/A Specifications  
P.O. # \_\_\_\_\_

Submitted by the Contractor:

X Liability Insurance Certificate  
X Worker's Compensation Form Verification  
X Affidavit of Compliance with Ed Code 45125.1  
X Other Documentation (Tax Payer I.D # or W9)  
X PC Drawings

\* **CONTRACTOR:**

ACCEPTED BY:  Date: 4-2-14 Title: President

Proper Name of Contractor: American Modular Systems

License Number: ICC# 6661154 Expiration Date: 12-31-14

Address: 787 Spreckels Avenue, Manteca, CA 95336

Phone: (209) 825-1921 Fax: (209) 825-7018 E-Mail: Ericka.S@americanmodular.com

**DISTRICT:**

ACCEPTED BY: \_\_\_\_\_ Date: \_\_\_\_\_

Rich Buse, Director of Purchasing

**\*\*\*THIS AGREEMENT REQUIRES AN APPROVED PURCHASE ORDER PRIOR TO COMMENCEMENT OF SERVICES\*\*\***



**PAJARO VALLEY UNIFIED SCHOOL DISTRICT**  
294 Green Valley Rd, Watsonville, CA 95076 Ph: (831) 786-2380, Fax: (831) 728-6922  
**TERMS AND CONDITIONS**

1. **LABOR AND MATERIALS:** The Contractor shall furnish all labor, materials mechanical workmanship, transportation, equipment and services necessary for the completion of work described in this Contract and in accordance with the plan (if any) and other contract documents.
2. **SUB-CONTRACTORS:** Sub-contractors, if any, engaged by the Contractor for the service shall be subject to the approval of the District. Contractor shall be held responsible for all operations of subcontractors and shall require them to maintain adequate worker's compensation, and public liability insurance, and comply with Labor Code, Division 2, Part 7, and all other applicable laws pertaining to prevailing wages.
3. **SAFETY AND SECURITY:** It shall be the responsibility of the Contractor to ascertain from, and comply with, the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.
4. **DEFAULT BY CONTRACTOR:** Failure to comply with any of the terms and/or conditions of the Contract shall constitute default by the Contractor.
5. **GUARANTEES:** The Contractor shall guarantee all labor and materials used in the performance of this Contract for a period of one (1) year from the date of acceptance by the District. Date of acceptance shall be considered date of final payment.
6. **CONTRACT CHANGES:** No changes or alterations to this Contract shall be made without specific written prior approval by the District, and in no event shall the change or alteration exceed ten percent (10%) of Contract and/or Purchase Order.
7. **DOCUMENT CONFLICT:** In case of conflict between specifications and drawings and/or actual site conditions such conflict shall be immediately called to the attention of the designated District representative. Resolution of conflict shall be in writing as approved by the District representative.
8. **WORKERS:**
  - a. Contractor shall at all times enforce strict discipline and good order among employees and shall not employ on work any unfit person or anyone not skilled in work assigned.
  - b. Any person in the employ of the contractor as an employee or sub-contractor whom the District may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the District.
9. **SUBSTITUTION:** No substitutions for materials specified shall be made without the prior approval of the District.
10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job and correct use of all equipment employed to do the work. Supervisor shall be on the site at all times.
11. **PROTECTION OF WORK & PROPERTY:** The Contractor shall erect and properly maintain at all times, as required by conditions and progress or work, all necessary safeguards, signs, barriers, lights and watchers for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency, which is threatening to life or the safety of life, to progress of work, or endangers adjoining property, Contractor, with special instruction or authorization from District, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury. District representative shall be advised immediately if such action has been necessary.
12. **ACCESS TO WORK:** District representatives shall at all times have access to work, wherever and whenever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
13. **OCCUPANCY:** District reserves the right to occupy buildings and/or use facilities at any time before Contract completion and such occupancy shall not constitute final acceptance of any part of work covered by this contract, nor shall such occupancy extend the date for completion of the work.
14. **ASSIGNMENT OF CONTRACT AND/OR PURCHASE ORDER:** The Contractor shall not assign or transfer by operations of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.
15. **FORCE MAJEURE CLAUSE:** The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the non-performance is not due to the fault or neglect of the party performing.
16. **HOLD HARMLESS CLAUSE:** The Contractor shall hold harmless and indemnify the District, its officers and employees from:
  - a. Any injury to person or property sustained by any person, firm or corporation, employed directly or indirectly by Contractor upon or in connection with performance under this Contract or Purchase Order, however caused;
  - b. Any injury to person or property sustained by any person, firm or corporation, arising by any means whatsoever from the act, default, or omission of any sub-contractor, person, firm or corporation, directly or indirectly employed by the Contractor in connection with performance under the contract and/or Purchase Order.
17. **INSURANCE:** The supplier shall maintain at all times adequate insurance to protect the District from claims under Worker's Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the Contract. The Contractor is required to file with the District certificates of insurance naming the Pajaro Valley Unified School District, its Board, officers, employees, and agents as additional insured parties to the coverage, prior to the start of work for:
  - a. Worker's Compensation and Employer's Liability Insurance.
  - b. Broad form Comprehensive General Liability Insurance, occurrence coverage, with a combined single limit of liability not less than \$1,000,000.
18. **PAYMENTS:** The District shall pay for services performed or materials delivered under this Contract upon completion of said work and upon presentation of invoice in triplicate by the Contractor. District representative will provide written approval and acceptance, and payment shall be made within a reasonable and proper time, normally within thirty (30) days.
19. **RELEASE AGAINST LIENS OR CLAIMS:** Contractor shall promptly pay all claims of persons or firms furnishing labor, equipment, or materials used in performing the work hereunder. The District may require Contractor to submit satisfactory evidence of payment and releases of all such claims. If there is any evidence of any unpaid claim, the District may withhold any payment until contractor has furnished such evidence of payment and release, and shall indemnify and defend the District against any liability or loss arising from any such claim.
20. **PERMITS AND LICENSES:** The Contractor and all employees or agents shall secure and maintain in force such certificates, licenses and permits as are required for the work and by law, in connection with the furnishing of materials, supplies or services herein listed.
21. **ANTI-DISCRIMINATION:** It is the Policy of the Pajaro Valley Unified School District Board of Education, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including but not limited to the California Fair Employment Practices Act.
22. **LABOR CODE:** Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, Ch. 1, Article 1-5, including the payment of the general prevailing rate of per diem wages. Approved wage scales are on file in the District's Purchasing Office.
23. **CLEAN-UP:** Debris shall be removed from the premises. Job-site shall be free of debris at all times when work is not actually being performed.
24. **NO SMOKING:** Pajaro Valley Unified School District has a NO SMOKING policy at all sites. Contractors are responsible to make sure that no one smokes on school property.
25. **CONTRACTOR'S SAFETY PROGRAM:** Each Contractor who will perform work at the site be responsible for the job safety program. The safety program, in addition to normal legislative requirements of a safe program, will address the additional requirements to provide for the safety of anyone using the school site, to separate the construction area from the remaining school property, and to prohibit the use of school facilities by Contractor's employees unless specifically permitted otherwise.
26. **SUBMITTALS:** Staff Names: Within seven (7) days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the job superintendent. Identify individuals and their duties and responsibilities. List their addresses and telephone number.
27. **FINGERPRINTS:** The contractor certifies that he or she is aware of the provisions of Education Code section 45122.1 and will comply with such provisions before commencing performance of the work of this contract.



## AFFIDAVIT OF COMPLIANCE WITH ED CODE 45125.1



Education Code Section 45125.1 in relevant part provides:

- A. If the employees of an entity which has a contract with the school district have more than limited contact with students as defined by the district, those employees must have their fingerprints submitted to the Department of Justice;
- B. The department of Justice shall determine whether the individuals have been arrested or convicted of a crime and notify the employer of criminal history;
- C. An entity with a school district contract shall not permit an employee to come in contact with pupils until the Department of Justice ascertains that the employee has not been convicted of a felony as defined in Education Code Section 45122.1.
- D. The entity must certify that none of its employees who may come in contact with pupils have been convicted of a felony as defined in Education Code Sect 4512231.
- E. The entity must provide a list of names of employees who may come in contact with pupils.

### More than limited contact as defined by PVUSD:

In determining that a contract employee has more than limited contact with pupils, the PVUSD considers the following circumstances:

- A. The contractor will be on school grounds for more than a limited length of time, or on numerous occasions.
- B. Pupils will be in proximity to the site where the contractor will be working.
- C. The contractor will be working by himself or herself, without other school employee's supervision.

Please check one:

- ☒ **m** I certify that my employees or I will not have more than limited contact with pupils during terms of the agreement.
- ☐ **m** I certify that my employees or I will have more than limited contact with pupils during terms of the agreement and that:
  - A. Each employee who may have contact with pupils has been fingerprinted;
  - B. The Department of Justice has provided a report on the criminal background of each employee;
  - C. No employee who may come in contact with pupils has been convicted of a crime as defined in Education Code section 45122.2; and
  - D. Attached is a list of the names of each employee who may come in contact with pupils

Any changes to the above information will be forwarded to the District immediately.

ACCEPTED BY: [Signature] Date: 4-2-14 Title: President

## INSURANCE CERTIFICATE REGARDING WORKER'S COMPENSATION

Labor Code Section 3700 in relevant part provides:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly upthrust to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

- ☒ **m** I am aware of the provisions of Section 3700, of the Labor Code, which requires every employer to be insured against liability for worker's compensation, or to undertake self-insurance, in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ACCEPTED BY: [Signature] Date: 4-2-14 Title: President

Proper Name of Contractor: American Modular Systems



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>American Modular Systems, Inc.</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) <b>787 Spreckels Ave</b> City, state, and ZIP code <b>Manteca, CA 95336</b>	Requester's name and address (optional) <b>Pajaro Valley USD</b> <b>294 Green Valley Rd</b> <b>Watsonville, CA 95076</b>
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
Employer identification number								
8	8	-	0	2	3	1	9	4

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ <b>4-2-14</b>
-----------	--	----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



## Board Agenda Backup

Item No: 9.6

**Date:** April 09, 2014

**Item:** Approval of Architectural Amendments

**Overview:** On March 27, 2012 the Board approved the Architectural Master Agreement Contracts of Kasavan Architects from Salinas, NTD Architecture from Salinas and HMC Architects from San Jose. These firms will be working on various capital projects funded by Measure L bond funds as well as other funding sources. The teams have been assigned to geographic areas of the district.

Aptos High Area Team- Kasavan Architects and Kitchell Construction Management. Pajaro Valley High Area Team- NTD Architecture and Cummings Corporation. Watsonville High Area Team- HMC Architects and Blach Construction Management.

Staff are assigning projects to the teams by amendments to their master agreements.

The attached two amendments shows the Projects to be approved. The CM Amendments related to these projects will be presented for approval at the next Board meeting.

**Recommendation:** It is recommended that the Board approve the Amendments to the Architectural Contracts related to these projects as indicated on the attached documents.

### Budget Considerations:

**Funding Source:** Measure L Bond Funds

**Budgeted:** Yes: ☒ No: ☐

**Amount:** \$231,030.00

**Prepared By:**

Richard Mullikin, Director of Maintenance, Operations & Facilities (PJA)

**Superintendent's Signature:**

Dorma Baker



**Architect's Master Agreement Amendment  
Measure L Bond Construction Program**

Project Location/School: Alianza Charter School  
Project Name: Water Service Upgrade Project  
Project Number (District's 4 digit code): 8411

**Exhibit B to Master Agreement for Architectural Services**

Project Schedule Milestones

Start of Design: January 1, 2014  
DSA Submittal: May 01, 2014  
Project Bid Date: June 01, 2014

**Exhibit C to Master Agreement for Architectural Services**

Project Scope, Budget, and Compensation

Project Scope Narrative: The Architect shall be responsible for site verification of existing conditions of the project site including meeting with the Site Staff to fully understand the nature of the work being contemplated, the physical conditions of the area of the work, and the nature of adjacent surroundings. The scope of this project will include: Provision of a new 250,000 gallon water storage tank; provision of a new fire loop with minimum 6" water lines around the Alianza site; provision of new fire hydrants on the property, either 4 or 5 hydrants pending confirmation with the local Fire Marshal; a new pump to pressurize the new fire loop line; connect existing water well to new storage tank; connect existing domestic water system to new storage tank. System is to be designed to provide 1500 gals/min. flow for a minimum of three hours.

Project Budget: \$924,000.00

Pending site verification of scope and existing conditions by the Design Team, project budgets are to be defined as Bid Day Total Construction Costs, escalated to the mid-point of the anticipated construction duration.

Project Compensation: \$83,160.00

Based on the project budgets, compensation for Basic Services, as defined by Articles 1 and 5 of the Master Agreement shall not exceed 9% of the Project Budget for New Construction, nor 12% of the Project Budget for Modernization and other projects.

**Architect's Master Agreement Amendment  
Measure L Bond Construction Program**

Project Location/School: Alianza Charter School  
Project Name: Water Service Upgrade Project  
Project Number (District's 4 digit code): 8411

**SIGNED:**

**ARCHITECT:**

Print: CHRIS VICENCIO  
PRINCIPAL

Sign: 

Date: 3.27.2014

NTD Architects  
380 Main Street, 2nd Floor  
Salinas, CA 93901  
(831) 422-8000  
[cvicencio@ntd.com](mailto:cvicencio@ntd.com)

**DISTRICT:**

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

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

Pajaro Valley USD  
294 Green Valley Road  
Watsonville, CA 95076  
(831)786 - 2190



**Architect's Master Agreement Amendment  
Measure L Bond Construction Program**

Project Location/School: Hall Elementary School  
Project Name: Modernization Project  
Project Number (District's 4 digit code): 8350

**Exhibit B to Master Agreement for Architectural Services**

Project Schedule Milestones

Start of Design: December 1, 2013  
DSA Submittal: December 1, 2014  
Project Bid Date: May 1, 2015

**Exhibit C to Master Agreement for Architectural Services**

Project Scope, Budget, and Compensation

Project Scope Narrative: The Architect shall be responsible for site verification of existing conditions of the project site including meeting with the Site Staff to fully understand the nature of the work being contemplated, the physical conditions of the area of the work, and the nature of adjacent surroundings.

The scope of this project will include: Identifying the requirements for D Wing water intrusion repairs this will include interior and exterior repairs to Rooms 12, 13, 14, 15 as well as the exterior site work adjacent to these rooms. The scope includes destructive testing which will be under HMC's contract, covered ADA parking, new Gutters where needed and paint of the trim for the entire site.

Project Budget: \$700,000.00

Pending site verification of scope and existing conditions by the Design Team, project budgets are to be defined as Bid Day Total Construction Costs, escalated to the mid-point of the anticipated construction duration.

Project Compensation: \$92,870.00 Ninety Two Eight Hundred Seventy Thousand Dollars

Based on the project budgets, compensation for Basic Services, as defined by Articles 1 and 5 of the Master Agreement shall not exceed 9% of the Project Budget for New Construction, nor 12% of the Project Budget for Modernization and other projects.

**Architect's Master Agreement Amendment  
Measure L Bond Construction Program**

Project Location/School: Hall Elementary School  
Project Name: Modernization Project  
Project Number (District's 4 digit code): 8350

**SIGNED:**

**ARCHITECT:**

Print: DALE A KRAHN

Sign: 

Date: 4.1.14

HMC Architects  
1570 The Alameda Ste. 330  
San Jose, CA 95126  
408.977.9160  
[lee.salin@hmcarchitects.com](mailto:lee.salin@hmcarchitects.com)

**DISTRICT:**

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

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

Pajaro Valley USD  
294 Green Valley Road  
Watsonville, CA 95076  
(831)786 - 2190

**Architect's Master Agreement Amendment  
Measure L Bond Construction Program**

Project Location/School: Aptos High School  
Project Name: Freedom Field Phase II Project  
Project Number (District's 4 digit code): 8100

**Exhibit B to Master Agreement for Architectural Services**

Project Schedule Milestones

Start of Design: April 10, 2014  
DSA Submittal: June 10, 2014  
Project Bid Date: July 10, 2014

**Exhibit C to Master Agreement for Architectural Services**

Project Scope, Budget, and Compensation

Project Scope Narrative: The Architect shall be responsible for site verification of existing conditions of the project site including meeting with the Site Staff to fully understand the nature of the work being contemplated, the physical conditions of the area of the work, and the nature of adjacent surroundings. The scope of this project includes coordinate implementation temp modular bathroom into design, coordinate temp metal storage building into design, coordinate parking lot and building pad for restroom and storage into design, , site lighting for parking lot and walking path, landscape and irrigation, irrigation for restoration at water tank, removal of no-native species at water tank site, fencing and netting around the play field, power water and sewer connections from portable to civil design connection points. It is anticipated that this project will be an Access Only review process with DSA which means that the project will not receive DSA certification.

Project Budget: \$455,000.00

Pending site verification of scope by the Design Team, project budgets are to be defined as Bid Day Total Construction Costs, escalated to the mid-point of the anticipated construction duration.

Project Compensation: \$55,000.00 Fifty Five Thousand Dollars

Based on the project budgets, shall not exceed 9% of the Project Budget for New Construction, nor 12% of the Project Budget for Modernization and other projects.

**Architect's Master Agreement Amendment**

## Measure L Bond Construction Program

Project Location/School: Aptos High School  
Project Name: Freedom Filed Phase II Project  
Project Number (District's 4 digit code): 8100

**SIGNED:**

**ARCHITECT:**

Date:

4/3/14

Kasavan Architects  
60 W. Market Street, Ste. 300  
Salinas, CA 93901-2655  
(831) 424-2232  
[pkasavan@kasavanarch.com](mailto:pkasavan@kasavanarch.com)

**DISTRICT:**

Date:

Pajaro Valley USD  
294 Green Valley Road  
Watsonville, CA 95076  
(831)786 - 2190





# PAJARO VALLEY UNIFIED SCHOOL DISTRICT



## Board Agenda Backup

Item No: 11.1

**Date:** April 9, 2014

**Item:** Action on One New Contract for Assistant Superintendent, Three Renewal of Contracts for Assistant Superintendents, and Renewal of Contract for Chief Business Officer (CBO) Through June 30, 2016.

**Overview:** One new, three renewal of contracts of the Assistant Superintendents, and the renewal of the Chief Business Officer contract is being presented. The contracts reflect date changes as well as updated language on buy-out and other provisions due to newer legislation. The changes are clearly annotated on the contracts to facilitate revision by the Board.

**Recommendation:** It is recommended that the Board approve the revised contracts.

**Budget Considerations:** N/A

**Funding Source:** General Fund, Charter & Categorical Funds

**Budgeted:** Yes: ☐ No: ☐

**Amount:** \$102,454 – \$122,335

**Prepared By:** Dorma Baker, Superintendent

**Superintendent's Signature:**

*Dorma Baker* (AA)

**PAJARO VALLEY UNIFIED SCHOOL DISTRICT  
OF SANTA CRUZ COUNTY, CALIFORNIA**

**CONTRACT OF EMPLOYMENT  
Assistant Superintendent's Contract**

THIS AGREEMENT is made this 9<sup>th</sup> day of April, 2014, by and between the Governing Board of the Pajaro Valley Unified School District and Ylda Nogueda.

1. Term. District hereby employs Assistant Superintendent for a period beginning the 1st day of July, 2014 and terminating on the June 30, 2016, subject to the terms and conditions set forth below.

2. Salary. The Assistant Superintendent's annual salary shall be based on the salary schedule, Range 48. In addition, the employee qualifies to receive a stipend for his/her earned Master's Degree and/or Doctoral Degree. Payment will be in twelve (12) equal payments.

The Board reserves the right to change the Assistant Superintendent's salary for any year of this contract with the mutual written consent of the Assistant Superintendent and the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

The Parties recognize that the Assistant Superintendent is paying for coverage under that District's health insurance plans. Therefore, if the District increases its contribution for health premiums for non-contracted management/supervisory employees, the District shall increase the salary of the Assistant Superintendent in the same dollar amount. For example, if the District's current contribution for health benefits is \$6,000 per year for management/supervisory employees and the District increases its contribution to \$6,200 in the following year, the District shall increase the salary of the Assistant Superintendent by \$200 in the following year.

3. Credentials. Assistant Superintendent represents that he/she possesses current credentials authorizing service in the California Public Schools and that such credentials are registered with the County Superintendent of Schools.

4. Health Benefits. The Assistant Superintendent may purchase at his/her own expense the health benefits coverage offered by the District to other management employees. The Assistant Superintendent may elect to waive health benefits coverage through the District by providing verification of coverage under an outside health insurance carrier. If coverage is continued under PVUSD Health Plan, the total cost of that coverage will be deducted from the Assistant Superintendent's salary, divided equally over twelve months.

5. Sick Leave. Assistant Superintendent shall, during the term of this Agreement, earn and accrue one day of sick leave with pay for each full month of service rendered. Assistant Superintendent shall not be entitled to utilization of sick leave in advance of accrual or in excess of the number of days actually earned or accrued.

6. Management Hours. It is understood that the demands of the office will require Assistant Superintendent to average more than a forty (40) hour work week. It is also understood that there will be times when the demands of the office does not require the presence or services of Assistant Superintendent during the normal work week. Therefore, Assistant Superintendent shall maintain a work schedule, which is sufficient to adequately, efficiently, and effectively perform the duties of his office. When the Superintendent grants permission, he/she may be absent from duty during normal working hours and shall not be required to adhere to those office hours prescribed for other personnel.

7. Positive Work Year/Earned Vacation. Assistant Superintendent shall be required to render two hundred twenty-two (222) days of service to the District during each fiscal year. Assistant Superintendent shall submit a proposed work year calendar indicating days of service to the Superintendent prior to the beginning of each year. Approval of the proposed calendar shall be within the sole and absolute discretion of the Superintendent. In the event an acceptable calendar is not submitted, the Superintendent shall establish the work year for the Assistant Superintendent. Because of the positive work year of 222 days, Assistant Superintendent shall not earn or accrue vacation days.

8. Evaluation and Supervision. The Assistant Superintendent shall be evaluated and supervised by the Superintendent.

9. Professional Meetings. The Assistant Superintendent is expected to attend appropriate professional meetings at local, state, and national levels. State association fees will be paid by the District. Prior notice shall be given to the Superintendent when the Assistant Superintendent attends a function outside of the District in accordance with District policy.

10. Outside Professional Activities. By prior approval of the Superintendent, the Assistant Superintendent may undertake for consideration outside professional activities, including consulting, speaking and writing. The Assistant Superintendent's outside professional activities shall not occur during regular work hours. In no event will the Board be responsible for any expenses attendant to the performance of such outside activities.

11. Termination of Contract.

- a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Assistant Superintendent. ~~The Assistant Superintendent shall notify the Superintendent and the Board in the event that he becomes a finalist for another position and prior to interviewing as a finalist.~~ [text moved to #13 below]
- b. Non-renewal of Agreement by the District. The Board may elect not to renew this Agreement for any reason by providing written notice to the Assistant Superintendent in accordance with Education Code Section 35031.
- c. Termination of Status as Certificated Employee. The Assistant Superintendent shall not achieve status as a permanent certificated employee of the District, and may be terminated as a probationary in accordance with the applicable provisions of law.



d. Termination as Assistant Superintendent for Cause. The Assistant Superintendent's status as Assistant Superintendent and all of the Assistant Superintendent's rights under this Agreement may be terminated by the Board at any time for, but not limited to, breach of contract, any ground enumerated in the Education Code, or the Assistant Superintendent's failure to perform his responsibilities as set forth in this Agreement, as defined by law, or as specified in the Assistant Superintendent's job description, if any. The Board shall not terminate this Agreement pursuant to this paragraph 11.d until a written statement of the grounds for termination has first been served upon the Assistant Superintendent. The Assistant Superintendent shall then be entitled to a conference with the Board at which time the Assistant Superintendent shall be given a reasonable opportunity to address the Board's concerns. The conference with the Board shall be the Assistant Superintendent's exclusive right to any hearing otherwise required by law.

e. Early Termination. The Board may unilaterally and without cause, terminate this Agreement and the Assistant Superintendent's status as Assistant Superintendent. In consideration for exercise of this right of the Board to terminate, the District shall pay to Assistant Superintendent for the remainder of the un-expired term of this contract not to exceed eighteen (18) months a monthly sum equal to the difference between Assistant Superintendent's gross monthly salary at the salary rate in effect during his last month of service and the amount which Assistant Superintendent earns subsequent to the effective date of termination. As a condition of payment hereunder, Assistant Superintendent shall file with the District not later than the last day of each month, a written statement listing the amount of Assistant Superintendent's earnings for that month. Failure to file such a statement by the time required for any month shall constitute a waiver of and release of the District from any obligation of payment for that month. The parties agree that damages to the Assistant Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the damage payment made pursuant to this early termination clause constitutes reasonable liquidated damages for the Assistant Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Assistant Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

f. Termination for Inappropriate Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Assistant Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Assistant Superintendent and the Assistant Superintendent shall not be entitled to any cash, salary payments, health benefits or other non-cash settlement (e.g. health benefits) as set forth above. If the Assistant Superintendent elects to contest



the Board's determination in this regard, the Assistant Superintendent may request a hearing before an administrative law judge who shall determine the amount of the cash settlement in accordance with the requirements of Government Code section 53260(b).

12. Abuse of Office Provisions. In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if the Assistant Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the Assistant Superintendent if the Assistant Superintendent is convicted of a crime involving an abuse of office or the position of the Assistant Superintendent. In addition, if the District funds the criminal defense of the Assistant Superintendent against charges involving abuse of office or position and the Assistant Superintendent is then convicted of such charges, the Assistant Superintendent shall fully reimburse the District all funds expended for the Assistant Superintendent's criminal defense. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Assistant Superintendent has engaged in fraud, misappropriation of funds, or other illegal practices, then the Board may terminate the Assistant Superintendent and the Assistant Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to fully implement the requirements of Government Code section 53260, subdivision (b). In addition, if this Agreement is terminated, any cash settlement related to the termination that the Assistant Superintendent receives from the District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving an abuse of his office or position. For purposes of this provision, "abuse of office or position" means either the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

13. Notice of Finalist in Search. The Assistant Superintendent shall notify the Superintendent and the Board in the event that he becomes a finalist for another position and prior to interviewing as a finalist.

e.g. \_\_\_\_\_

~~12~~14. Expense Reimbursement. The District shall reimburse the Assistant Superintendent for actual and necessary expenses incurred by the Assistant Superintendent within the scope of his employment so long as such expenses are permitted by District policy or incurred with prior approval of the Board. For reimbursement, the Assistant Superintendent shall submit an expense claim to the Board in writing for the Assistant Superintendent's reimbursable expenses for the prior month. The Assistant Superintendent's expense claim shall be supported by appropriate written documentation verifying the contents of the report prior to the Board's authorization of reimbursement.

~~13~~15. Mileage Reimbursement. You shall receive monthly the sum of five hundred (\$500.00) for the use of an automobile owned by you within the counties of Santa Cruz and Monterey. The approved mileage rate will apply for assigned duties outside of the stated counties.



~~14~~16. Retirement. At the termination of employment, the Assistant Superintendent may receive a retirement incentive equal to the one offered for the 05-06 school year to management employees if the following qualifications are met: Minimum of five (5) years in the District and have reached the age of 55 years old.

~~15~~17. Longevity. A 2.5% longevity stipend shall be awarded after 5-years of district service in a management position. After 10-years of service to the district as a manager, an additional 2.5% stipend will be awarded; and every five years thereafter, a 2.5% stipend will be awarded.

~~16~~17. General Provisions.

- a. Governing Law and Venue. This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in Santa Cruz County, California.
- b. Entire Agreement. The Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- c. No Assignment. The Assistant Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. Seniority. The Assistant Superintendent shall not be considered a school site administrator for purposes of Education Code Section 44956.5.
- e. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties.
- f. Construction. This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.
- g. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by the District's Board as required by law.
- h. Execution of Other Documents. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
- i. Savings Clause. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

j. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and respective successors, heirs, and assigns.

k. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

l. Public Record. The parties recognize that, once final, this Agreement is a public record and must be available to the public upon request.

\_\_\_\_\_  
Dorma Baker, Superintendent

\_\_\_\_\_  
Kim DeSerpa, Board President

#### ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I have not entered into a contract of employment with the governing board of another school district or any other employer that will in any way conflict with the terms of this employment agreement.

I hold legal and valid administrative and teaching credentials each of which is, or will be, recorded in the office of the Assistant Superintendent of Personnel of the Pajaro Valley Unified School District before receipt of my first payroll warrant. I further certify that I meet the qualifications of Education Code Section 35028.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ylda Nogueda, Assistant Superintendent

**PAJARO VALLEY UNIFIED SCHOOL DISTRICT  
OF SANTA CRUZ COUNTY, CALIFORNIA**

**CONTRACT OF EMPLOYMENT  
Assistant Superintendent's Contract**

THIS AGREEMENT is made this 9th day of April, 2014, by and between the Governing Board of the Pajaro Valley Unified School District and Susan Perez.

1. Term. District hereby employs Assistant Superintendent for a period beginning the 10<sup>th</sup> day of April 2014 and terminating on the June 30, 2016, subject to the terms and conditions set forth below.

2. Salary. The Assistant Superintendent's annual salary shall be based on the salary schedule, Range 48. In addition, the employee qualifies to receive a stipend for his/her earned Master's Degree and/or Doctoral Degree. Payment will be in twelve (12) equal payments.

The Board reserves the right to change the Assistant Superintendent's salary for any year of this contract with the mutual written consent of the Assistant Superintendent and the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

The Parties recognize that the Assistant Superintendent is paying for coverage under that District's health insurance plans. Therefore, if the District increases its contribution for health premiums for non-contracted management/supervisory employees, the District shall increase the salary of the Assistant Superintendent in the same dollar amount. For example, if the District's current contribution for health benefits is \$6,000 per year for management/supervisory employees and the District increases its contribution to \$6,200 in the following year, the District shall increase the salary of the Assistant Superintendent by \$200 in the following year.

3. Credentials. Assistant Superintendent represents that he/she possesses current credentials authorizing service in the California Public Schools and that such credentials are registered with the County Superintendent of Schools.

4. Health Benefits. The Assistant Superintendent may purchase at his/her own expense the health benefits coverage offered by the District to other management employees. The Assistant Superintendent may elect to waive health benefits coverage through the District by providing verification of coverage under an outside health insurance carrier. If coverage is continued under PVUSD Health Plan, the total cost of that coverage will be deducted from the Assistant Superintendent's salary, divided equally over twelve months.

5. Sick Leave. Assistant Superintendent shall, during the term of this Agreement, earn and accrue one day of sick leave with pay for each full month of service rendered. Assistant Superintendent shall not be entitled to utilization of sick leave in advance of accrual or in excess of the number of days actually earned or accrued.



6. Management Hours. It is understood that the demands of the office will require Assistant Superintendent to average more than a forty (40) hour work week. It is also understood that there will be times when the demands of the office does not require the presence or services of Assistant Superintendent during the normal work week. Therefore, Assistant Superintendent shall maintain a work schedule, which is sufficient to adequately, efficiently, and effectively perform the duties of his office. When the Superintendent grants permission, he/she may be absent from duty during normal working hours and shall not be required to adhere to those office hours prescribed for other personnel.

7. Positive Work Year/Earned Vacation. Assistant Superintendent shall be required to render two hundred twenty-two (222) days of service to the District during each fiscal year. Assistant Superintendent shall submit a proposed work year calendar indicating days of service to the Superintendent prior to the beginning of each year. Approval of the proposed calendar shall be within the sole and absolute discretion of the Superintendent. In the event an acceptable calendar is not submitted, the Superintendent shall establish the work year for the Assistant Superintendent. Because of the positive work year of 222 days, Assistant Superintendent shall not earn or accrue vacation days.

8. Evaluation and Supervision. The Assistant Superintendent shall be evaluated and supervised by the Superintendent.

9. Professional Meetings. The Assistant Superintendent is expected to attend appropriate professional meetings at local, state, and national levels. State association fees will be paid by the District. Prior notice shall be given to the Superintendent when the Assistant Superintendent attends a function outside of the District in accordance with District policy.

10. Outside Professional Activities. By prior approval of the Superintendent, the Assistant Superintendent may undertake for consideration outside professional activities, including consulting, speaking and writing. The Assistant Superintendent's outside professional activities shall not occur during regular work hours. In no event will the Board be responsible for any expenses attendant to the performance of such outside activities.

11. Termination of Contract.

a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Assistant Superintendent. ~~The Assistant Superintendent shall notify the Superintendent and the Board in the event that he becomes a finalist for another position and prior to interviewing as a finalist.~~ [text moved to #13 below]

b. Non-renewal of Agreement by the District. The Board may elect not to renew this Agreement for any reason by providing written notice to the Assistant Superintendent in accordance with Education Code Section 35031.

c. Termination of Status as Certificated Employee. The Assistant Superintendent shall not achieve status as a permanent certificated employee of the District, and may be terminated as a probationary in accordance with the applicable provisions of law.



d. Termination as Assistant Superintendent for Cause. The Assistant Superintendent's status as Assistant Superintendent and all of the Assistant Superintendent's rights under this Agreement may be terminated by the Board at any time for, but not limited to, breach of contract, any ground enumerated in the Education Code, or the Assistant Superintendent's failure to perform his responsibilities as set forth in this Agreement, as defined by law, or as specified in the Assistant Superintendent's job description, if any. The Board shall not terminate this Agreement pursuant to this paragraph 11.d until a written statement of the grounds for termination has first been served upon the Assistant Superintendent. The Assistant Superintendent shall then be entitled to a conference with the Board at which time the Assistant Superintendent shall be given a reasonable opportunity to address the Board's concerns. The conference with the Board shall be the Assistant Superintendent's exclusive right to any hearing otherwise required by law.

e. Early Termination. The Board may unilaterally and without cause, terminate this Agreement and the Assistant Superintendent's status as Assistant Superintendent. In consideration for exercise of this right of the Board to terminate, the District shall pay to Assistant Superintendent for the remainder of the un-expired term of this contract not to exceed eighteen (18) months a monthly sum equal to the difference between Assistant Superintendent's gross monthly salary at the salary rate in effect during his last month of service and the amount which Assistant Superintendent earns subsequent to the effective date of termination. As a condition of payment hereunder, Assistant Superintendent shall file with the District not later than the last day of each month, a written statement listing the amount of Assistant Superintendent's earnings for that month. Failure to file such a statement by the time required for any month shall constitute a waiver of and release of the District from any obligation of payment for that month. The parties agree that damages to the Assistant Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the damage payment made pursuant to this early termination clause constitutes reasonable liquidated damages for the Assistant Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Assistant Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

f. Termination for Inappropriate Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Assistant Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Assistant Superintendent and the Assistant Superintendent shall not be entitled to any cash, salary payments, health benefits or other non-cash settlement (e.g. health benefits) as set forth above. If the Assistant Superintendent elects to contest



the Board's determination in this regard, the Assistant Superintendent may request a hearing before an administrative law judge who shall determine the amount of the cash settlement in accordance with the requirements of Government Code section 53260(b).

12. **Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if the Assistant Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the Assistant Superintendent if the Assistant Superintendent is convicted of a crime involving an abuse of office or the position of the Assistant Superintendent. In addition, if the District funds the criminal defense of the Assistant Superintendent against charges involving abuse of office or position and the Assistant Superintendent is then convicted of such charges, the Assistant Superintendent shall fully reimburse the District all funds expended for the Assistant Superintendent's criminal defense. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Assistant Superintendent has engaged in fraud, misappropriation of funds, or other illegal practices, then the Board may terminate the Assistant Superintendent and the Assistant Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to fully implement the requirements of Government Code section 53260, subdivision (b). In addition, if this Agreement is terminated, any cash settlement related to the termination that the Assistant Superintendent receives from the District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving an abuse of his office or position. For purposes of this provision, "abuse of office or position" means either the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

13. **Notice of Finalist in Search.** The Assistant Superintendent shall notify the Superintendent and the Board in the event that he becomes a finalist for another position and prior to interviewing as a finalist.

~~12~~14. **Expense Reimbursement.** The District shall reimburse the Assistant Superintendent for actual and necessary expenses incurred by the Assistant Superintendent within the scope of his employment so long as such expenses are permitted by District policy or incurred with prior approval of the Board. For reimbursement, the Assistant Superintendent shall submit an expense claim to the Board in writing for the Assistant Superintendent's reimbursable expenses for the prior month. The Assistant Superintendent's expense claim shall be supported by appropriate written documentation verifying the contents of the report prior to the Board's authorization of reimbursement.

~~13~~15. **Mileage Reimbursement.** The Assistant Superintendent shall receive monthly the sum of five hundred (\$500.00) for the use of an automobile owned by the Assistant Superintendent within the counties of Santa Cruz and Monterey. The approved mileage rate will apply for assigned duties outside of the stated counties.



~~14~~16. Longevity. A 2.5% longevity stipend shall be awarded after 5-years of district service in a management position. After 10-years of service to the district as a manager, an additional 2.5% stipend will be awarded; and every five years thereafter, a 2.5% stipend will be awarded.

~~15~~17. General Provisions.

- a. Governing Law and Venue. This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in Santa Cruz County, California.
- b. Entire Agreement. The Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- c. No Assignment. The Assistant Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. Seniority. The Assistant Superintendent shall not be considered a school site administrator for purposes of Education Code Section 44956.5.
- e. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties.
- f. Construction. This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.
- g. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by the District's Board as required by law.
- h. Execution of Other Documents. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
- i. Savings Clause. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.
- j. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and respective successors, heirs, and assigns.
- k. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

I. Public Record. The parties recognize that, once final, this Agreement is a public record and must be available to the public upon request.

\_\_\_\_\_  
Dorma Baker, Superintendent

\_\_\_\_\_  
Kim DeSerpa, Board President

#### ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I have not entered into a contract of employment with the governing board of another school district or any other employer that will in any way conflict with the terms of this employment agreement.

I hold legal and valid administrative and teaching credentials each of which is, or will be, recorded in the office of the Assistant Superintendent of Personnel of the Pajaro Valley Unified School District before receipt of my first payroll warrant. I further certify that I meet the qualifications of Education Code Section 35028.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Susan Perez, Assistant Superintendent



**PAJARO VALLEY UNIFIED SCHOOL DISTRICT  
OF SANTA CRUZ COUNTY, CALIFORNIA**

**CONTRACT OF EMPLOYMENT  
Assistant Superintendent's Contract**

THIS AGREEMENT is made this 9th day of April, 2014, by and between the Governing Board of the Pajaro Valley Unified School District and Sharon Roddick.

1. Term. District hereby employs Assistant Superintendent for a period beginning the 1st day of July, 2014, and terminating on June 30, 2016, subject to the terms and conditions set forth below.
2. Salary. The Assistant Superintendent's annual salary shall be based on the salary schedule, Range 48. In addition, the employee qualifies to receive a stipend for his/her earned Master's Degree and/or Doctoral Degree. Payment will be in twelve (12) equal payments.

The Board reserves the right to change the Assistant Superintendent's salary for any year of this contract with the mutual written consent of the Assistant Superintendent and the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

The Parties recognize that the Assistant Superintendent is paying for coverage under that District's health insurance plans. Therefore, if the District increases its contribution for health premiums for non-contracted management/supervisory employees, the District shall increase the salary of the Assistant Superintendent in the same dollar amount. For example, if the District's current contribution for health benefits is \$6,000 per year for management/supervisory employees and the District increases its contribution to \$6,200 in the following year, the District shall increase the salary of the Assistant Superintendent by \$200 in the following year.

3. Credentials. Assistant Superintendent represents that he/she possesses current credentials authorizing service in the California Public Schools and that such credentials are registered with the County Superintendent of Schools.
4. Health Benefits. The Assistant Superintendent may purchase at his/her own expense the health benefits coverage offered by the District to other management employees. The Assistant Superintendent may elect to waive health benefits coverage through the District by providing verification of coverage under an outside health insurance carrier. If coverage is continued under PVUSD Health Plan, the total cost of that coverage will be deducted from the Assistant Superintendent's salary, divided equally over twelve months.
5. Sick Leave. Assistant Superintendent shall, during the term of this Agreement, earn and accrue one day of sick leave with pay for each full month of service rendered. Assistant Superintendent shall not be entitled to utilization of sick leave in advance of accrual or in excess of the number of days actually earned or accrued.

6. Management Hours. It is understood that the demands of the office will require Assistant Superintendent to average more than a forty (40) hour work week. It is also understood that there will be times when the demands of the office does not require the presence or services of Assistant Superintendent during the normal work week. Therefore, Assistant Superintendent shall maintain a work schedule, which is sufficient to adequately, efficiently, and effectively perform the duties of his office. When the Superintendent grants permission, he/she may be absent from duty during normal working hours and shall not be required to adhere to those office hours prescribed for other personnel.

7. Positive Work Year/Earned Vacation. Assistant Superintendent shall be required to render two hundred twenty-two (222) days of service to the District during each fiscal year. Assistant Superintendent shall submit a proposed work year calendar indicating days of service to the Superintendent prior to the beginning of each year. Approval of the proposed calendar shall be within the sole and absolute discretion of the Superintendent. In the event an acceptable calendar is not submitted, the Superintendent shall establish the work year for the Assistant Superintendent. Because of the positive work year of 222 days, Assistant Superintendent shall not earn or accrue vacation days.

8. Evaluation and Supervision. The Assistant Superintendent shall be evaluated and supervised by the Superintendent.

9. Professional Meetings. The Assistant Superintendent is expected to attend appropriate professional meetings at local, state, and national levels. State association fees will be paid by the District. Prior notice shall be given to the Superintendent when the Assistant Superintendent attends a function outside of the District in accordance with District policy.

10. Outside Professional Activities. By prior approval of the Superintendent, the Assistant Superintendent may undertake for consideration outside professional activities, including consulting, speaking and writing. The Assistant Superintendent's outside professional activities shall not occur during regular work hours. In no event will the Board be responsible for any expenses attendant to the performance of such outside activities.

11. Termination of Contract.

- a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Assistant Superintendent. ~~The Assistant Superintendent shall notify the Superintendent and the Board in the event that he becomes a finalist for another position and prior to interviewing as a finalist.~~
- b. Non-renewal of Agreement by the District. The Board may elect not to renew this Agreement for any reason by providing written notice to the Assistant Superintendent in accordance with Education Code Section 35031.
- c. Termination of Status as Certificated Employee. The Assistant Superintendent shall not achieve status as a permanent certificated employee of the District, and may be terminated as a probationary in accordance with the applicable provisions of law.



d. Termination as Assistant Superintendent for Cause. The Assistant Superintendent's status as Assistant Superintendent and all of the Assistant Superintendent's rights under this Agreement may be terminated by the Board at any time for, but not limited to, breach of contract, any ground enumerated in the Education Code, or the Assistant Superintendent's failure to perform his responsibilities as set forth in this Agreement, as defined by law, or as specified in the Assistant Superintendent's job description, if any. The Board shall not terminate this Agreement pursuant to this paragraph 11.d until a written statement of the grounds for termination has first been served upon the Assistant Superintendent. The Assistant Superintendent shall then be entitled to a conference with the Board at which time the Assistant Superintendent shall be given a reasonable opportunity to address the Board's concerns. The conference with the Board shall be the Assistant Superintendent's exclusive right to any hearing otherwise required by law.

e. Early Termination. The Board may unilaterally and without cause, terminate this Agreement and the Assistant Superintendent's status as Assistant Superintendent. In consideration for exercise of this right of the Board to terminate, the District shall pay to Assistant Superintendent for the remainder of the un-expired term of this contract not to exceed eighteen (18) months a monthly sum equal to the difference between Assistant Superintendent's gross monthly salary at the salary rate in effect during his last month of service and the amount which Assistant Superintendent earns subsequent to the effective date of termination. As a condition of payment hereunder, Assistant Superintendent shall file with the District not later than the last day of each month, a written statement listing the amount of Assistant Superintendent's earnings for that month. Failure to file such a statement by the time required for any month shall constitute a waiver of and release of the District from any obligation of payment for that month. The parties agree that damages to the Assistant Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the damage payment made pursuant to this early termination clause constitutes reasonable liquidated damages for the Assistant Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Assistant Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

f. Termination for Inappropriate Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Assistant Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Assistant Superintendent and the Assistant Superintendent shall not be entitled to any cash, salary payments, health benefits or other non-cash settlement (e.g. health benefits) as set forth above. If the Assistant Superintendent elects to contest



the Board's determination in this regard, the Assistant Superintendent may request a hearing before an administrative law judge who shall determine the amount of the cash settlement in accordance with the requirements of Government Code section 53260(b).

12. **Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if the Assistant Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the Assistant Superintendent if the Assistant Superintendent is convicted of a crime involving an abuse of office or the position of the Assistant Superintendent. In addition, if the District funds the criminal defense of the Assistant Superintendent against charges involving abuse of office or position and the Assistant Superintendent is then convicted of such charges, the Assistant Superintendent shall fully reimburse the District all funds expended for the Assistant Superintendent's criminal defense. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Assistant Superintendent has engaged in fraud, misappropriation of funds, or other illegal practices, then the Board may terminate the Assistant Superintendent and the Assistant Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to fully implement the requirements of Government Code section 53260, subdivision (b). In addition, if this Agreement is terminated, any cash settlement related to the termination that the Assistant Superintendent receives from the District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving an abuse of his office or position. For purposes of this provision, "abuse of office or position" means either the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

13. **Notice of Finalist in Search.** The Assistant Superintendent shall notify the Superintendent and the Board in the event that he becomes a finalist for another position and prior to interviewing as a finalist.

e.g. \_\_\_\_\_

~~12~~14. **Expense Reimbursement.** The District shall reimburse the Assistant Superintendent for actual and necessary expenses incurred by the Assistant Superintendent within the scope of his employment so long as such expenses are permitted by District policy or incurred with prior approval of the Board. For reimbursement, the Assistant Superintendent shall submit an expense claim to the Board in writing for the Assistant Superintendent's reimbursable expenses for the prior month. The Assistant Superintendent's expense claim shall be supported by appropriate written documentation verifying the contents of the report prior to the Board's authorization of reimbursement.

~~13~~15 **Mileage Reimbursement.** The Assistant Superintendent shall receive monthly the sum of five hundred (\$500.00) for the use of an automobile owned by the Assistant Superintendent within the counties of Santa Cruz and Monterey. The approved mileage rate will apply for assigned duties outside of the stated counties.



14.16 Longevity. A 2.5% longevity stipend shall be awarded after 5-years of district service in a management position. After 10-years of service to the district as a manager, an additional 2.5% stipend will be awarded; and every five years thereafter, a 2.5% stipend will be awarded.

1517. General Provisions.

- a. Governing Law and venue. This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in Santa Cruz County, California.
- b. Entire Agreement. The Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- c. No Assignment. The Assistant Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. Seniority. The Assistant Superintendent shall not be considered a school site administrator for purposes of Education Code Section 44956.5.
- e. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties.
- f. Construction. This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.
- g. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by the District's Board as required by law.
- h. Execution of Other Documents. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
- i. Savings Clause. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.
- j. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and respective successors, heirs, and assigns.
- k. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

I. Public Record. The parties recognize that, once final, this Agreement is a public record and must be available to the public upon request.

\_\_\_\_\_  
Dorma Baker, Superintendent

\_\_\_\_\_  
Kim DeSerpa, Board President

#### ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I have not entered into a contract of employment with the governing board of another school district or any other employer that will in any way conflict with the terms of this employment agreement.

I hold legal and valid administrative and teaching credentials each of which is, or will be, recorded in the office of the Assistant Superintendent of Personnel of the Pajaro Valley Unified School District before receipt of my first payroll warrant. I further certify that I meet the qualifications of Education Code Section 35028.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sharon Roddick, Assistant Superintendent



**PAJARO VALLEY UNIFIED SCHOOL DISTRICT  
OF SANTA CRUZ COUNTY, CALIFORNIA**

**CONTRACT OF EMPLOYMENT  
Assistant Superintendent's Contract**

THIS AGREEMENT is made this 9th day of April, 2014, by and between the Governing Board of the Pajaro Valley Unified School District and Murry Schekman.

1. Term. District hereby employs Assistant Superintendent for a period beginning the 1st day of July 2014 and terminating on the June 30, 2016, subject to the terms and conditions set forth below.

2. Salary. The Assistant Superintendent's annual salary shall be based on the salary schedule, Range 48. In addition, the employee qualifies to receive a stipend for his/her earned Master's Degree and/or Doctoral Degree. Payment will be in twelve (12) equal payments.

The Board reserves the right to change the Assistant Superintendent's salary for any year of this contract with the mutual written consent of the Assistant Superintendent and the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

The Parties recognize that the Assistant Superintendent is paying for coverage under that District's health insurance plans. Therefore, if the District increases its contribution for health premiums for non-contracted management/supervisory employees, the District shall increase the salary of the Assistant Superintendent in the same dollar amount. For example, if the District's current contribution for health benefits is \$6,000 per year for management/supervisory employees and the District increases its contribution to \$6,200 in the following year, the District shall increase the salary of the Assistant Superintendent by \$200 in the following year.

3. Credentials. Assistant Superintendent represents that he/she possesses current credentials authorizing service in the California Public Schools and that such credentials are registered with the County Superintendent of Schools.

4. Health Benefits. The Assistant Superintendent may purchase at his/her own expense the health benefits coverage offered by the District to other management employees. The Assistant Superintendent may elect to waive health benefits coverage through the District by providing verification of coverage under an outside health insurance carrier. If coverage is continued under PVUSD Health Plan, the total cost of that coverage will be deducted from the Assistant Superintendent's salary, divided equally over twelve months.

5. Sick Leave. Assistant Superintendent shall, during the term of this Agreement, earn and accrue one day of sick leave with pay for each full month of service rendered. Assistant Superintendent shall not be entitled to utilization of sick leave in advance of accrual or in excess of the number of days actually earned or accrued.



6. Management Hours. It is understood that the demands of the office will require Assistant Superintendent to average more than a forty (40) hour work week. It is also understood that there will be times when the demands of the office does not require the presence or services of Assistant Superintendent during the normal work week. Therefore, Assistant Superintendent shall maintain a work schedule, which is sufficient to adequately, efficiently, and effectively perform the duties of his office. When the Superintendent grants permission, he/she may be absent from duty during normal working hours and shall not be required to adhere to those office hours prescribed for other personnel.

7. Positive Work Year/Earned Vacation. Assistant Superintendent shall be required to render two hundred twenty-two (222) days of service to the District during each fiscal year. Assistant Superintendent shall submit a proposed work year calendar indicating days of service to the Superintendent prior to the beginning of each year. Approval of the proposed calendar shall be within the sole and absolute discretion of the Superintendent. In the event an acceptable calendar is not submitted, the Superintendent shall establish the work year for the Assistant Superintendent. Because of the positive work year of 222 days, Assistant Superintendent shall not earn or accrue vacation days.

8. Evaluation and Supervision. The Assistant Superintendent shall be evaluated and supervised by the Superintendent.

9. Professional Meetings. The Assistant Superintendent is expected to attend appropriate professional meetings at local, state, and national levels. State association fees will be paid by the District. Prior notice shall be given to the Superintendent when the Assistant Superintendent attends a function outside of the District in accordance with District policy.

10. Outside Professional Activities. By prior approval of the Superintendent, the Assistant Superintendent may undertake for consideration outside professional activities, including consulting, speaking and writing. The Assistant Superintendent's outside professional activities shall not occur during regular work hours. In no event will the Board be responsible for any expenses attendant to the performance of such outside activities.

11. Termination of Contract.

- a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Assistant Superintendent. ~~The Assistant Superintendent shall notify the Superintendent and the Board in the event that he becomes a finalist for another position and prior to interviewing as a finalist.~~
- b. Non-renewal of Agreement by the District. The Board may elect not to renew this Agreement for any reason by providing written notice to the Assistant Superintendent in accordance with Education Code Section 35031.
- c. Termination of Status as Certificated Employee. The Assistant Superintendent shall not achieve status as a permanent certificated employee of the District, and may be terminated as a probationary in accordance with the applicable provisions of law.



d. Termination as Assistant Superintendent for Cause. The Assistant Superintendent's status as Assistant Superintendent and all of the Assistant Superintendent's rights under this Agreement may be terminated by the Board at any time for, but not limited to, breach of contract, any ground enumerated in the Education Code, or the Assistant Superintendent's failure to perform his responsibilities as set forth in this Agreement, as defined by law, or as specified in the Assistant Superintendent's job description, if any. The Board shall not terminate this Agreement pursuant to this paragraph 11.d until a written statement of the grounds for termination has first been served upon the Assistant Superintendent. The Assistant Superintendent shall then be entitled to a conference with the Board at which time the Assistant Superintendent shall be given a reasonable opportunity to address the Board's concerns. The conference with the Board shall be the Assistant Superintendent's exclusive right to any hearing otherwise required by law.

e. Early Termination. The Board may unilaterally and without cause, terminate this Agreement and the Assistant Superintendent's status as Assistant Superintendent. In consideration for exercise of this right of the Board to terminate, the District shall pay to Assistant Superintendent for the remainder of the un-expired term of this contract not to exceed eighteen (18) months a monthly sum equal to the difference between Assistant Superintendent's gross monthly salary at the salary rate in effect during his last month of service and the amount which Assistant Superintendent earns subsequent to the effective date of termination. As a condition of payment hereunder, Assistant Superintendent shall file with the District not later than the last day of each month, a written statement listing the amount of Assistant Superintendent's earnings for that month. Failure to file such a statement by the time required for any month shall constitute a waiver of and release of the District from any obligation of payment for that month. The parties agree that damages to the Assistant Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the damage payment made pursuant to this early termination clause constitutes reasonable liquidated damages for the Assistant Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Assistant Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

f. Termination for Inappropriate Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Assistant Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Assistant Superintendent and the Assistant Superintendent shall not be entitled to any cash, salary payments, health benefits or other non-cash settlement (e.g. health benefits) as set forth above. If the Assistant Superintendent elects to contest



the Board's determination in this regard, the Assistant Superintendent may request a hearing before an administrative law judge who shall determine the amount of the cash settlement in accordance with the requirements of Government Code section 53260(b).

12. **Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if the Assistant Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the Assistant Superintendent if the Assistant Superintendent is convicted of a crime involving an abuse of office or the position of the Assistant Superintendent. In addition, if the District funds the criminal defense of the Assistant Superintendent against charges involving abuse of office or position and the Assistant Superintendent is then convicted of such charges, the Assistant Superintendent shall fully reimburse the District all funds expended for the Assistant Superintendent's criminal defense. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Assistant Superintendent has engaged in fraud, misappropriation of funds, or other illegal practices, then the Board may terminate the Assistant Superintendent and the Assistant Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to fully implement the requirements of Government Code section 53260, subdivision (b). In addition, if this Agreement is terminated, any cash settlement related to the termination that the Assistant Superintendent receives from the District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving an abuse of his office or position. For purposes of this provision, "abuse of office or position" means either the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

13. **Notice of Finalist in Search.** The Assistant Superintendent shall notify the Superintendent and the Board in the event that he becomes a finalist for another position and prior to interviewing as a finalist.

~~12~~14. **Expense Reimbursement.** The District shall reimburse the Assistant Superintendent for actual and necessary expenses incurred by the Assistant Superintendent within the scope of his employment so long as such expenses are permitted by District policy or incurred with prior approval of the Board. For reimbursement, the Assistant Superintendent shall submit an expense claim to the Board in writing for the Assistant Superintendent's reimbursable expenses for the prior month. The Assistant Superintendent's expense claim shall be supported by appropriate written documentation verifying the contents of the report prior to the Board's authorization of reimbursement.

~~13~~15. **Mileage Reimbursement.** The Assistant Superintendent shall receive monthly the sum of five hundred (\$500.00) for the use of an automobile owned by the Assistant Superintendent within the counties of Santa Cruz and Monterey. The approved mileage rate will apply for assigned duties outside of the stated counties.



~~14~~16. Longevity. A 2.5% longevity stipend shall be awarded after 5-years of district service in a management position. After 10-years of service to the district as a manager, an additional 2.5% stipend will be awarded; and every five years thereafter, a 2.5% stipend will be awarded.

~~15~~17. General Provisions.

- a. Governing Law and Venue. This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in Santa Cruz County, California.
- b. Entire Agreement. The Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- c. No Assignment. The Assistant Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. Seniority. The Assistant Superintendent shall not be considered a school site administrator for purposes of Education Code Section 44956.5.
- e. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties.

f. Construction. This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.

g. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by the District's Board as required by law.

h. Execution of Other Documents. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

i. Savings Clause. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

j. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and respective successors, heirs, and assigns.

k. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

I. Public Record. The parties recognize that, once final, this Agreement is a public record and must be available to the public upon request.

\_\_\_\_\_  
Dorma Baker, Superintendent

\_\_\_\_\_  
Kim DeSerpa, Board President

#### ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I have not entered into a contract of employment with the governing board of another school district or any other employer that will in any way conflict with the terms of this employment agreement.

I hold legal and valid administrative and teaching credentials each of which is, or will be, recorded in the office of the Assistant Superintendent of Personnel of the Pajaro Valley Unified School District before receipt of my first payroll warrant. I further certify that I meet the qualifications of Education Code Section 35028.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Murry Schekman, Assistant Superintendent



PAJARO VALLEY UNIFIED SCHOOL DISTRICT  
OF SANTA CRUZ COUNTY, CALIFORNIA

CONTRACT OF EMPLOYMENT  
(Chief Business Officer)

The following is an agreement between the Board of Trustees of the PAJARO VALLEY UNIFIED SCHOOL DISTRICT OF SANTA CRUZ COUNTY, CALIFORNIA, hereinafter referred to as the "District", and Brett W. McFadden, hereinafter referred to as "Chief Business Officer." (This position is a senior-management position.)

The District does hereby employ Brett McFadden, Chief Business Officer, subject to the terms and conditions of statutes governing the employment of classified employees. The terms and conditions hereinafter set forth are effective commencing July 1, 2014 and ending on June 30, 2016.

1. COMPENSATION

The salary of the Chief Business Officer shall be based on the management/confidential salary schedule, Range 51 payable in (12) equal monthly installments in accordance with the pay schedule for Classified Management Personnel. The District reserves the right to increase the annual salary of the Chief Business Officer at any time during the terms of this contract, said increase to be effective on the date stipulated in the action by the Governing Board. The annual salary may not be reduced unless by mutual consent of the Chief Business Officer and the District. It is provided, however, that any change in salary shall not be considered that a new contract has been entered into.

The Board of Trustees agree that the Yearly Gross Salary provided for the Chief Business Officer will include the current District-provided contribution that other certificated administrators receive for health and welfare benefits as part of the Chief Business Officer's compensation. The Chief Business Officer may purchase, at his own expense, the health benefit coverage offered by the District to other management employees or may elect to waive the benefit coverage. If the District increases its contribution for health premiums for non-contracted management/supervisory employees, the District shall increase the salary of the Chief Business Officer in the same dollar amount.

2. LONGEVITY

A 2.5% longevity stipend shall be awarded after 5-years of district service in a management position. After 10-years of service to the district as a manager, an additional 2.5% stipend will be awarded; and every five years thereafter, a 2.5% stipend will be awarded.

### 3. EVALUATION

After the initial six (6) months of employment, an evaluation shall be completed by the Superintendent. After the six (6) month evaluation, the Superintendent shall evaluate the Chief Business Officer at least once each year. Said evaluations shall be performed in accordance with the Rules and Regulations of the Classified Personnel Commission.

### 4. DUTIES

The Chief Business Officer shall perform the duties prescribed by law, District policy and Personnel Commission's Rules and Regulations. He shall supervise and coordinate the Business Services Program for the District, working cooperatively with the Superintendent to ensure an efficient and effective Business Services Program. The Chief Business Officer shall also perform those duties outlined in the job description for the Chief Business Officer which has been adopted by the District, and other duties assigned by the District. A copy of the job description is attached and is a part of the contract.

### 5. MANAGEMENT HOURS

It is understood that the demands of the office will require the Chief Business Officer to average more than a forty (40) hour work week. It is also understood that there will be times when the demands of the office does not require the presence or services of the Chief Business Officer during the normal work week. Therefore, the Chief Business Officer shall maintain a work schedule, which is sufficient to adequately, efficiently, and effectively perform the duties of his office. When the Superintendent grants permission, he may be absent from duty during normal working hours and shall not be required to adhere to those office hours. The Chief Business Officer may accept speaking, training and presentation opportunities as long as those events do not hinder the performance of his duties as the Chief Business Officer of the District. Such activities will be approved by the Superintendent in accordance with the Chief Business Officer's reporting functions.

### 6. EXPENSE REIMBURSEMENT

The District shall reimburse the Chief Business Officer for actual and necessary expenses incurred by the Chief Business Officer within the scope of his employment so long as such expenses are permitted by District policy or incurred with prior approval of the Board. For reimbursement, the Chief Business Officer shall submit an expense claim in writing for the reimbursable expenses for the prior month. The expense claim shall be supported by appropriate documentation verifying the contents of the report prior to the authorization of reimbursement.



## 7. VACATION

The Chief Business Officer shall be required to render twelve (12) months of full and regular service to the District during each year, except that he shall be entitled to twenty-six (26) working days annual vacation (exclusive of regular holidays and weekends). Upon separation from the District, the Chief Business Officer shall be entitled to compensation for up to thirty (30) days of unused vacation, accrued vacation at the salary rate in effect at the time of separation. Vacation usage shall be pursuant to the Rules and Regulations of the Personnel Commission and by agreement of the Superintendent

## 8. OTHER BENEFITS

Sick leave shall be earned at a rate of one (1) day per month (twelve days annually) as provided by the Education Code, and the Rules and Regulations of the Personnel Commission. Earned sick leave shall be cumulative.

In addition, the Chief Business Officer shall be granted all other leaves contained in the Rules and Regulations of the Classified Service and in the Education Code.

The District shall make payment for the employee's contribution to PERS.

Further, the Chief Business Officer shall receive a monthly sum of five hundred dollars (\$500.00) for the use of an automobile owned by him and used in the performance of regularly assigned duties within the counties of Santa Cruz and Monterey and/or within the boundaries of Pajaro Valley Unified School District. The approved mileage rate shall apply for assigned duties outside the Santa Cruz County.

The Chief Business Officer is expected to attend appropriate professional meetings at local, state, and national levels. State association fees will be paid by the District. Prior notice shall be given to the Superintendent when the Chief Business Officer attends a function outside of the District in accordance with District policy.

## 9. CHANGES IN CONTRACT

This contract may be changed by mutual agreement of the parties. The party seeking a change shall be given not less than sixty (60) days written notice to the other party. This contract can be changed or modified only by an amendment reduced to writing, signed by all parties or their successors in interest to this contract.

## 10. TERMINATION OF CONTRACT

Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Chief Business Officer. ~~The Chief Business Officer shall notify the Superintendent and the Board in the event that he becomes a finalist for another position and prior to interviewing as a finalist.~~ [added a separate item on this below.]

Nonrenewal of Agreement by the District. The Board may elect not to renew this Agreement for any reason by providing written notice to the Chief Business Officer in accordance with Education Code Section 35031.

Termination of Status as a Classified Employee. The Chief Business Officer is a classified employee of the District, and may be terminated as a probationary employee in accordance with the applicable provisions of law.

Termination as the Chief Business Officer for Cause. The Chief Business Officer's status as Chief Business Officer and all of the Chief Business Officer's rights under this Agreement may be terminated by the Board at any time for cause which may include but is not limited to, any ground enumerated in the Education Code or Board Policy. The Board shall not terminate this Agreement pursuant to paragraph VII (d) until a written statement of the grounds for termination as first been served upon the Chief Business Officer. The Chief Business Officer shall then be entitled to a conference with the Board at which time the Chief Business Officer shall be given a reasonable opportunity to address the Board's concerns. The conference with the Board shall be the Chief Business Officer's exclusive right and shall not substitute any hearing otherwise required by law.

Early Termination. The Board may, unilaterally and without cause, terminate this Agreement and the Chief Business Officer's status as Chief Business Officer. In consideration for the exercise of this right of the Board to terminate, the District shall pay to the Chief Business Officer for the remainder of the unexpired term of this contract, including health and welfare benefits. This compensation shall not exceed eighteen (18) months a monthly sum equal to the difference between Chief Business Officer's gross monthly salary at the salary rate in effect during his last month of service and the amount which the Chief Business Officer earns subsequent to the effective date of termination. As a condition of payment hereunder, the Chief Business Officer shall file with the District not later than the last day of each month, a written statement listing the amount of the Chief Business Officer's earnings for that month. Failure to file such a statement by the time required for any month shall constitute a waiver of and release of the District from any obligation of payment for that month. The parties agree that damages to the CBO that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the damage payment made pursuant to this early termination clause constitutes reasonable liquidated damages for the CBO for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the CBO's sole remedy to the fullest extent provided by law. Finally, the parties agree that this



provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

**Termination for Inappropriate Fiscal Practices.** Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the CBO has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the CBO and the CBO shall not be entitled to any cash, salary payments, health benefits or other non-cash settlement (e.g. health benefits) as set forth above. If the CBO elects to contest the Board's determination in this regard, the CBO may request a hearing before an administrative law judge who shall determine the amount of the cash settlement in accordance with the requirements of Government Code section 53260(b).

**Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if the CBO receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the CBO if the CBO is convicted of a crime involving an abuse of office or the position of the CBO. In addition, if the District funds the criminal defense of the CBO against charges involving abuse of office or position and the CBO is then convicted of such charges, the CBO shall fully reimburse the District all funds expended for the CBO's criminal defense. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the CBO has engaged in fraud, misappropriation of funds, or other illegal practices, then the Board may terminate the CBO and the CBO shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to fully implement the requirements of Government Code section 53260, subdivision (b). In addition, if this Agreement is terminated, any cash settlement related to the termination that the CBO receives from the District shall be fully reimbursed to the District if the CBO is convicted of a crime involving an abuse of his office or position. For purposes of this provision, "abuse of office or position" means either the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

**Notice of Finalist in Search.** The CBO shall notify the Superintendent and the Board in the event that he becomes a finalist for another position and prior to interviewing as a finalist.

**Severability.** In the event that any section of this contract is deemed null and void by a court of competent jurisdiction, all other provisions of the contract shall remain in full force and effect.



## II. GENERAL PROVISIONS

- a. Governing Law and Venue. This Agreement, and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in Santa Cruz County, California.
- b. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- c. No Assignment. The Chief Business Officer may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.
- e. Construction. This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.
- f. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by the District's Board as required by law.
- g. Execution of Other Documents. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
- h. Savings Clause. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.
- i. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and respective successors, heirs, and assigns.
- j. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.
- k. Public Record. The parties recognize that, once final, this Agreement is a public record and must be available to the public upon request.

In witness whereof, we affix our signatures to this contract this \_\_\_\_9th\_\_\_\_ day of  
\_\_April\_\_\_\_\_, 2014, in Watsonville, CA.

By: \_\_\_\_\_  
Kim DeSerpa, Board President

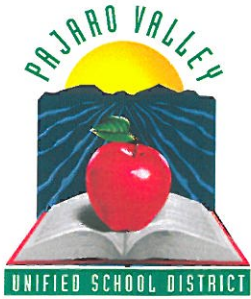
I hereby accept this offer of employment and agree to comply with the conditions hereof, and  
to fulfill all of the duties of employments as the Chief Business Officer of the Pajaro Valley  
Unified School District.

By: \_\_\_\_\_  
Brett McFadden, Chief Business Officer

Date of Acceptance: \_\_\_\_\_



**PAJARO VALLEY UNIFIED SCHOOL DISTRICT**



***Board Agenda Backup***

Item No: **11.2**

**Date:** April 9, 2014

**Item:** Pajaro Valley Federation of Teachers (PVFT) Sunshine Proposal with Pajaro Valley Unified School District (PVUSD)

**Overview:**

Attached is PVFT's Sunshine Proposal which contains the following initial proposals in total:

- Article IV. Workload and Hours
- Article VI. Class Size
- Article VII. Wages and Related Matters
- Article XIV. Reassignment and Transfer
- PVUSD Ending Fund Balance Projection

**Recommendation:** Accept Sunshine proposal from PVFT.

**Prepared By:** Sharon Roddick, Assistant Superintendent, Human Resources

**Superintendent's Signature:**

*Dorma Baker* (Signature)

## ARTICLE IV. WORKLOAD AND HOURS

- A. Basic Work Day.** Times of arrival and departure shall be set in each school by the principal with the advice of the faculty, provided that the full work day, including the thirty (30) minute duty-free lunch period, shall be seven and one half (7 1/2) consecutive hours, ~~(traditional calendar) or seven and three-quarters (7 3/4) consecutive hours (YRE calendar).~~ Individual exceptions may be approved by the immediate supervisor for a given day. The faculty of a school includes all certificated employees assigned to that site.

~~The Union philosophically disagrees with the necessity of specifying the number of hours per day that a teacher must work because it does not acknowledge the professionalism of the teachers of the PUSD.~~

- B. Part-Time Work Day.** The immediate supervisor, in consultation with the teachers who work less than full time, shall set appropriate arrival and departure times.

- C. Professional Time** is defined as the time before instruction and after instruction that is still part of the contractual time.

### C. Preparation Time.

1.

All kindergarten teachers, except single-session kindergarten teachers, shall receive two hours, (120) minutes, per day of assistance from a credentialed teacher. Single-session kindergarten teachers shall receive sixty (60) minutes per day of assistance from a credentialed teacher.

Single-session kindergarten teachers, before or after teaching their own classes, shall be assigned, in consultation with the affected faculty, an additional sixty (60) minutes of assistance or instruction.

~~Double-session kindergarten teachers, before or after teaching their own classes, shall be assigned, in consultation with the affected faculty, an additional sixty (60) minutes of assistance. Single-session kindergarten teachers, before or after teaching their own classes, shall be assigned, in consultation with the affected faculty, an additional sixty (60) minutes of assistance or instruction. The remainder of the work day for that school shall include reasonable preparation time and other duties related to the kindergarten and supervisory program as assigned by the immediate supervisor.~~

2. Classroom teachers in grades K-~~63~~ shall, during that portion of the work day that ~~primary~~ classes are not in session, be provided with an average of ~~ninety (90)~~ two hundred and ten (210) minutes per five (5) workdays for preparation time. This preparation time shall not overlap with recess. In addition, ~~each primary (grades 1-3) teacher~~ they shall be granted one hundred and fifty ~~sixty (15060)~~ minutes per week of release time. ~~Teachers may be assigned other duties related to the instructional and supervisory programs on a reasonable basis by their immediate supervisor during the preparation time provided outside the instructional day.\*~~

3.

- ~~3.4. No later than the beginning of the 1999-2000 school year, teachers in grades 4, 5 and 6 or any combination of 4/5 or 5/6 (at elementary school sites) will be provided with an average of thirty (30) minutes per day of preparation time or one hundred and fifty (150) minutes of preparation time per five working days. Preparation time will occur during the instructional day.~~



- 4.—Those elementary teachers who teach combination classes shall be excluded from supervisory duties within the workday provided that the majority of the faculty votes in favor of the exclusion. The principal shall initiate a secret ballot voting process during the first week of school. The votes will be counted in the presence of a PVFT representative. ~~The district and PVFT shall conduct a survey of the practice of comparable districts regarding combination class teachers. The results of that survey shall be examined in the spring of 2010.~~
5.
  - a. Classroom teachers in senior/middle/junior high school shall be provided with ~~one daily~~weekly preparation ~~period~~time equal ~~in length~~ to 17% of the weekly instructional minutes ~~one instructional period~~. Part time employees ~~who are employed for three (3) periods or less, receive no preparation period. Part time employees who teach four (4) periods or more, receive a preparation period.~~receive paid proportional preparation time and will attend no more than a proportional amount of faculty meetings.
  - b. In the case of a proposed senior/middle/junior high school schedule change that deviates from the current year's schedule ~~this standard~~, a 2/3 majority of the voting classroom teachers at the site may recommend modification of the schedule. ~~and modification of the preparation period provisions of this section of the Agreement.~~ The vote will be by secret ballot. The recommendation will then be sent to the District and PVFT for negotiations prior to April 20th. Part time teachers will vote proportionally, consistent with their teaching day.
  - c. Exceptions may occur on days with special scheduling. On these days, the principal, with the advice of the teachers, shall arrange a schedule that considers any loss of preparation time on a reasonable and equitable basis.
  - d. Optional Teaching Schedule: Upon request from a site administrator, secondary teachers on a traditional schedule *may agree*, on an as-needed basis, to teach six (6) periods the first semester and four (4) periods the second semester with two (2) preparation periods the second semester. Preparation periods shall be consecutive unless the site administrator and the employee mutually agree otherwise. When more than one (1) teacher from a department volunteers, seniority shall prevail.
6. During their preparation periods, teachers unit members may be required to substitute for another teacher or perform occasional supervisory duties when student safety is of primary concern. Such substituting shall be assigned on a reasonable and equitable basis consistent with the general guidelines below.
  - a. Creation of lists.
    - i. Volunteer list. At the beginning of each school year, the site administrator shall ask all certificated staff at the site if they wish to be called to substitute during their preparation period and shall develop a list of volunteer certificated employees.
    - ii. Rotational List of Certificated Employees at Site. At the beginning of each school year, the site administrator will develop a list of all available certificated employees at the site who will be assigned substitution duties on a rotational basis.
  - b. Assignment Process.



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- i. The site administrator shall first assign an available substitute teacher who is on site to teach the class.
  - ii. If no substitute is available, the site administrator shall call for volunteers.
  - iii. If there are no volunteers, the site administrator shall contact certificated employees in the rotational order, based on the list referred to in the paragraph above (5, a, ii).
  - iv. A daily record of certificated staff who substituted will be maintained and made available for review.
- c. Compensation.
- i. ~~Teachers-Unit members~~ who substitute ~~or perform supervisory duties or are required to attend meetings~~ during their preparation ~~period-time~~ shall be paid ~~in accordance with Article VII, Section E per diem.~~

~~\*During the term of this agreement, restructured days shall be provided in lieu of release time for grades 1 through 3.~~  
7. Report cards and progress reports will be due no earlier than five (5) working days after the end of the grading period.

8. Middle and high school teachers shall have no more than three (3) class preparations per semester.

9. At K-8 schools preparation time shall be based on the grade structure of the school. If the classroom is self-contained the preparation time shall be governed by paragraph C 2. If the students in the grade move from teacher to teacher during the day the preparation time is governed by paragraph C 5a.

**D. Restructured Days**

~~Restructured days shall continue until preparation time is reinstated in grades 1 through 6.~~

Restructured days shall be provided ~~in lieu of release time for grades 1 through 3 in elementary schools~~ during the term of this Collective Bargaining Agreement. The number of restructured days shall be determined in the same manner as in the previous school year. The District and the Union shall, after agreement on the calendar, meet and develop a list of restructured days.

Restructured days ~~at the elementary schools~~ are created to allow time for individual teacher preparation. Nothing contained herein shall preclude teachers from choosing to participate in grade level collaboration on restructured days. In months with three (3) or more restructured days, one of these days ~~for grades 1-6 (at elementary school sites)~~ may be ~~utilized for such purposes as staff development and/or curriculum coordination organized at the discretion of the district.~~ Any additional directed staff development days for any month must be approved by a sixty percent (60%) majority vote of the teachers at the site.

No school shall miss more than one restructured ~~day/modified day~~ due to the parent/teacher conference schedule.

During parent/teacher conference weeks and the last week of each semester, no elementary schools will have restructured days.



Attendance at general faculty meetings may not be required during the first two (2) hours of restructured time.

During weeks without restructured days, a thirty (30) consecutive minute per day duty-free period shall be provided before or after school and during the seven and one half (7-1/2) hour work day ~~for traditional teachers, or seven and three quarters (7-3/4) hour work day for YRE teachers.~~

~~When release time is reinstated in the future, restructured days shall be discontinued. Restructured days shall not set a precedent as a permanent replacement for release time.~~

#### **E. School Service Duties**

1. The principal, in consultation with the teachers, shall determine the number and types of supervisory duties or equitable methods of assignment of these duties, the number and types of duties to be performed outside of the Basic Work Day, which might include one "back to school night," one open house, school and district committee meetings, in-service sessions, supervision of student activities and other school activities or events. All teachers assigned to a school shall share duties equally unless they can show legal or practical reasons that prevent them from doing so.

If in-service sessions extend beyond the Basic Work Day, attendance shall be on a voluntary basis. Meetings for the purposes of school improvement plans and curriculum planning shall be governed under these provisions.

2. Whenever possible, teacher volunteers shall be used to perform duties outside of the Basic Work Day, provided that, should the principal, with the advice of the faculty, determine that assignments are necessary. Every reasonable effort shall be made to equalize service duty time, and duty time volunteered shall be considered in determining equivalent service duty time.
3. Teachers shall not be required to perform services without pay on non-contract days.

**F. Faculty Meetings** shall be scheduled on a reasonable basis, not to exceed an average of two hours per month. A majority of the faculty may vote to extend the time on a per-meeting basis. Ten (10) minutes in each faculty meeting will be made available to the PVFT Building Representatives to conduct PVFT business.

**G. Alternate Work Year.** For those employees listed below who are required to work additional days beyond the regular work year, the additional days are to be considered part of their contract and shall be so reported and paid to the STRS system.

1. Academic Counselors, Career Counselors and Guidance Resource Teachers. The work year for the Academic Counselors at the High School level will be fifteen (15) days more than the regular work year. The work year for the Academic Counselors at the Middle/Junior High School level will be twelve (12) days more than the regular work year. The work year for Career Counselors will be an additional twelve (12) days. The employee shall be paid his/her per diem for work days required beyond the normal work year. The work year for the Guidance Resource Teachers at the High School level will be fifteen (15) days more than the regular work year.



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The work year for the Guidance Resource Teachers at the Middle/Junior High School level will be twelve (12) days more than the regular work year.

The District-directed in-service work day for counselors shall be determined no later than May 31st of the previous school year and shall be within their work calendar.

2. Psychologists' Work Year.

Psychologists' work year shall be twelve (12) days more than the regular work year. The additional days beyond the teachers' work year shall be scheduled with the appropriate administrator. All extra days shall be paid on a per diem basis.

Speech Language Pathologists' (SLP) Work Year.

SLPs' work year shall be ten (10) days more than the regular work year. The additional days beyond the teachers' work year shall be scheduled with the appropriate administrator. All extra days shall be paid on a per diem basis.

3. Library Teachers' Work Year.

High School Librarians' work year shall be twenty (20) days more than the regular work year.

K-8 Library Teachers' work year shall be seven (7) days more than the regular work year.

4. GATE Program.

The work year for the position of GATE teacher shall be negotiated between the District and PVFT when it is reinstated by the District.

5. Program Specialist.

The work year for the position of Program Specialist shall be twelve (12) days more than the regular work year. The additional days beyond the teachers' work year shall be scheduled with the appropriate administrator. All extra days shall be paid on a per diem basis.

**H| Assessments.** The District acknowledges the need to review the total number of assessments being administered throughout the District and to support only those assessments determined to be effective and necessary as a Program Improvement District. The District shall seek the input of the PVFT Assessment Committee on this topic

## ARTICLE VI. CLASS SIZE

- A. All elementary school class sizes, grades Kindergarten through 3 (K-3) shall be reduced to a maximum of twenty (24) students using the following schedule:
- |                                     |  |
|-------------------------------------|--|
| First Grade will be reduced by the  | 2013-14 school year                    |
| Kindergarten will be reduced by the | 2014-15 school year                    |
| Second Grade will be reduced by the | 2015-16 school year                    |
| Third Grade will be reduced by the  | <del>2016-17</del> 2015-16 school year |
- These class size reductions may be implemented sooner than scheduled.

If class size reduction (CSR) is no longer funded by the state, then the maximum class size will revert to the previous agreement of 31 students.

B.

- ~~A.~~ All elementary school classes, grades 4 through 6 (4-6) shall ~~not exceed a maximum of~~ be reduced to a maximum of twenty-seven thirty-four (27 34) students ~~by the 2015-16 school year~~. All 6 through 12 grade classes at secondary schools shall be reduced to not exceed a maximum of thirty-five thirty-two (32 5) students by the 2015-16 school year, excluding physical education, band, chorus, study hall activities, and other similar classes. Class size for physical education classes at the middle/junior schools and high schools shall be ~~planned for no more than forty-five (45) not to exceed fifty (50) students, reduced to 32 students by the 2014-15 school year.~~

C.

- ~~B.D.~~ Each school shall have a Class Size Advisory Committee composed of a site administrator and two teachers selected by the staff, and one site Special Education representative, to serve for a year, to consider and assess all class size problems. Each school staff shall select its committee members and inform the principal who the members are no later than the first staff meeting of the school year.

Within five (5) school days from the first day upon which any class enrollment exceeds the maximum, the Class Size committee shall meet to try to devise a local solution. The teacher of the affected classroom will be informed of the specific efforts being made to correct the over-enrollment concern and the day by which the correction or resolution is to be made.

When any class becomes over-enrolled, according to the provisions of this Article, the appropriate administrator shall notify the appropriate Assistant Superintendent. The Assistant Superintendent shall notify the Governing Board no later than the second regular Governing Board meeting following the date of over-enrollment, and s/he shall report the efforts being undertaken to correct the over-enrollment.

Recognized constraints on the District's ability to correct an over-enrollment shall be the ability to house students in other classrooms, other tracks, the ability to create multi-grade classes, the ability to transport students to other sites where more space may be available, and the need to consider parent requests.



The instructional limitations in classes with a specified number of learning and/or work stations, i.e., shop, home economics, etc. shall be considered when class sizes are determined.

- C. Release time teachers shall be scheduled to teach one class of students at a time.
- D. Class sizes and case loads for Special Education personnel (Special Day Class Teachers, Resource Specialists, Speech Pathologists, Hearing Specialists, etc.) shall be in accordance with the applicable provisions of the Education Code. Caseloads for Counselors, Psychologists, Nurses, and Program Specialists shall not exceed caseloads mandated by statute. Special Day Classes shall have a maximum of 10 students.
- E. A Special Education Team (SET) shall be established at each site composed of a site administrator, one regular classroom teacher elected by the staff, and site Special Education members designated by the site administrator.
  - 1. The SET shall be established at the beginning of the school year. Each staff shall select its team member and inform the principal who the team member is no later than the first staff meeting of the school year.
  - 2. The SET shall make recommendations for placement of the students with disabilities under the Individuals with Disabilities Education Act (IDEA) to the site administrator.
  - 3. The SET shall develop an annual calendar for Individual Education Plans (IEP's). Insofar as possible, IEP planning meetings should be scheduled by considering the schedules and needs of teachers, other staff and parents.
- F. Mainstreamed students:
  - 1. Prior to May 1st, the site Special Education Team shall be provided the projected number of students to be mainstreamed, by grade level, for the following year.
  - 2. SET shall meet before the end of the school year to make recommendations for placement of mainstreamed students.
  - 3. When mainstreaming occurs, the SET and/or the Director of Special Services or designee shall meet with the classroom teacher to develop and implement a plan of assistance. The plan of assistance offered shall be based upon the additional classroom needs required by mainstreaming.
  - 4. If the "collaborative model" is utilized in classes with mainstreamed students, paragraph 3 above shall be waived. The District shall insure that staff is provided yearly training in effective strategies for meeting the instructional needs of students with disabilities in the regular classroom. This training will occur during the first quarter of the school year and during the employee's workday.

~~G. A Joint District-Union Committee will be formed to evaluate needs and establish ratios for support services to students and staff, such as counselors, librarians, nurses, psychologists.~~

G. A Joint District-Union Committee will be formed to evaluate needs and establish ratios for support services to students and staff, such as counselors, librarians, nurses, psychologists and other SELPA specialists, art and music teachers, activity directors, and athletic directors. The committee will utilize input from our Local Control Accountability Plan stakeholders to prioritize expenditures.

1. The Committee shall consist of four (4) unit members selected by PVFT as delegates and two (2) unit members selected as alternates and four (4) administrative employees selected by the District as delegates and two (2) administrative employees selected as alternates. No more than four (4) delegates for each party may vote at each meeting.
2. There shall be co-chairs of the committee, one (1) selected by PVFT and one (1) selected by the District.
3. The Committee shall establish a regular meeting schedule for the year at its first meeting, which will include the starting and ending times of meetings, taking into account PVFT's preference for meetings during work hours.
4. Meetings of the Committee shall be limited to delegates and alternates and other individuals invited to attend by the Committee.
5. All decisions of the Committee shall be made by a simple majority vote.
6. Any recommendation for expenditures shall be advanced to the District and PVFT no later than March 15. Any recommendation of the Committee shall be subject to negotiations for implementation in the following school year.
7. The Committee will establish operating rules and regulations.
8. For the 2014-15 school year the Committee will prioritize expenditures totaling two million dollars (\$2,000,000.00). For the 2015-16 school year the Committee will prioritize an additional one million dollars (\$1,000,000.00) of expenditures for a total of three million dollars (\$3,000,000.00).



## ARTICLE VII. WAGES AND RELATED MATTERS

### A. Wages

1. ~~See Article XVII, paragraph H. for the Adult Education hourly salary schedule. Wage Increases~~
  - a. ~~Starting in 2014-15 all certificated salary schedules will be increased by a percentage calculated by adding the dollar increase over the previous school year in the Local Control Funding Formula (LCFF) Basic Grant (including CSR and CTE) plus one-third (1/3) of the dollar increase over the previous school year of the combined total of the LCFF Supplemental Grant and the Concentration Grant and dividing this total increase by the total LCFF revenue of the previous school year.~~
2. Department Chair:
  - a. Department chair positions will be established at each of the comprehensive high schools. The stipend will be added to the extra-pay assignment salary schedule and will be equivalent to nine and sixty-four hundredths percent (9.64%) of Class 1, Step 1 of the regular teacher's salary schedule.
  - b. Six (6) department chair positions will be established for each middle/junior high school. The stipend will be added to the extra-pay assignment salary schedule and will be equivalent to six percent (~~6%~~9.64%) of Class 1, Step 1 on the regular teacher's salary schedule.
  - c. ~~Nominations for department chairperson shall be submitted to the principal. The principal and each nominee shall approve the nominee's candidacy.~~ There shall be a secret ballot election for each department chairperson. If there are three (3) or more candidates with no one receiving a majority vote, a run-off election shall occur. If no nominee receives a majority vote of the department, additional nominees will be sought. Department members have one vote for each class taught within a department.  
~~Department members are eligible to vote for each class taught within a department (5 maximum).~~
  - d. Unit members elected or selected to perform various leadership roles, such as, Den Leaders, Site Team Leadership Representatives, Data Team Leaders, Grade Level Representatives, and Head Teachers shall receive additional compensation to be negotiated by PVFT and the District.
  - d.e Elections will be held every two years for chairpersons of Adult Education departments following the provisions set forth in paragraph "c" (above). The number of hours assigned to each chair will be made by the administration proportionate to the size of the Adult Education departments. Adult Education department chairpersons will be compensated at their regular hourly rate.
3. Master's and/or Doctor's Stipend

A stipend equal to three and seven tenths percent (3.7%) of Step 1 Class I of the certificated salary schedule will be given to all certificated personnel that complete all course work and are awarded a Master's Degree by an accredited institution An additional stipend equal to a Master's Stipend will be given to all certificated personnel that complete all course work and are awarded a Doctor's Degree by an accredited institution.



4. Middle school Activity Directors and Athletic Directors shall be provided one school period for their duties and they shall receive the same stipend as high school Activity Directors and Athletic Directors.

## **B. Initial Salary Schedule Placement**

### **1. Class (or Column)**

- a. The employee shall complete all course work prior to first rendering paid service to the District and shall furnish the Personnel Office with official transcripts for all units of course work no later than forty-five (45) days after first rendering paid service to the District. Extensions of the forty-five (45) day period may be granted by the Personnel Administrator, in cases of extenuating circumstances.
- b. Employees shall be placed in the appropriate class based on the number of upper division or graduate semester units earned subsequent to completing the Bachelor's Degree. Graduate units credited prior to receiving the Bachelor's Degree shall be counted as units beyond the degree. (Teachers appropriately placed in accordance with previous agreements or Governing Board policy shall not be reclassified on the basis of this provision.)
- c. Units shall be accepted from colleges or universities accredited by one of the major regional accrediting associations.
- d. A teacher who is required to have a credential for their assignment within the Infant Development Center (IDC) program will be placed on the Certificated Salary Schedule. A teacher who is required to have a permit for their assignment with the IDC program will be placed on the Children Center Salary Schedule.
- e. Certificated employees hired on or after July 1, 2002, shall be entitled to full credit for full time teaching (currently up to step 17). Non-teaching bargaining unit members hired on or after July 1, 2002, shall receive full credit for all full time related prior service.
- f. Teaching experience shall be defined as teaching or other approved educational service as a full-time regular employee for not less than one hundred and thirty-five (135) days per year in a public, private or parochial school of recognized standing. Verified teaching in the Armed Forces may be accepted.
- g. In special areas, work experience directly related to the subject(s) taught or to the special service rendered ~~may shall~~ be accepted in lieu of teaching experience upon recommendation of the Superintendent. Job applicants shall be notified of these influences on their starting salaries before a job is offered.
- h. Any teacher who has been teaching with a valid credential in Adult Education, and a credential that authorizes teaching in K-12, who moves from full-time hourly to a contracted K-12 position within the District, shall receive credit for all teaching experience earned within this District. Seventy-five percent (75%) or more of the total hours considered a fulltime



## 20140403 Proposal by Pajaro Valley Federation of Teachers

assignment in a given Adult Education school year shall be considered a full year's experience for initial salary placement purposes.

i. Part-time contract language is governed by Article XV.

### 2. Psychologists:

a. Step 1 of the Psychologists' Salary Schedule will begin on Step 8 of Column **IV** of the Teachers' Salary Schedule. All currently employed psychologists will be appropriately placed from Step 8 on, depending on experience.

b. Psychologists shall be paid according to their placement on the teacher's salary schedule, plus a stipend of nine and sixty-four hundredths percent (9.64%) of Class 1, Step 1.

### Speech Language Pathologists:

a. Step 1 of the SLPs' Salary Schedule will begin on Step 8 of Column IV of the Teachers' Salary Schedule. All currently employed SLPs will be appropriately placed from Step 8 on, depending on experience.

b. SLPs holding a Certificate of Clinical Competence (CCC) shall be paid according to their placement on the teacher's salary schedule, plus a stipend of nine and sixty-four hundredths percent (9.64%) of Class 1, Step 1.

### 3. Program Specialists:

a. Step 1 of the Program Specialists' Salary Schedule will begin on Step 8 of Column **IV** of the Teachers' Salary Schedule. All currently employed Program Specialists will be appropriately placed from Step 8, depending on experience.

b. Program specialists shall be paid according to their placement on the certificated salary schedule plus a stipend of nine and sixty-four hundredths percent (9.64%) of Class 1, Step 1 **as SELPA Department Chairs.**

### 4. Nurses:

a. School year school nurses will be granted up to seventeen (17) years credit on the salary schedule for verified R.N. experience or teaching experience. Experience shall be verified in writing. Service shall be one hundred and thirty-five (135) days or one thousand and eighty (1080) hours per service year, i.e., academic year or January-December but not a combination thereof.

## **C. Salary Schedule Advancement.**

### 1. Class (or column) change:

a. An official transcript shall be furnished by the employee in order to establish or change salary class.

b. ————A unit member who qualifies for a salary increase shall be paid the increased salary not later than three regular pay periods or three months,



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~~whichever is longer, after the employee files proper documentation where required for the salary increase. The district shall additionally pay the employee daily interest on the amount owed to the employee calculated from the date that the employee was entitled to the salary increase if the school district does not pay the employee his or her salary increase within three regular pay periods or three months, whichever period is longer, after the employee files proper documentation where required for the salary increase. All amounts due the employee resulting from the salary increase and not paid to the employee at the time that the employee actually receives the salary increase shall be paid to the employee within 20 business days of the date that the employee actually received the salary increase. The district shall additionally pay the employee daily interest on the amount owed to the employee calculated from the date that the employee was entitled to the salary increase if the district does not pay the employee all amounts due the employee resulting from the salary increase within 20 business days following the date that the employee actually received the salary increase[1]. If the official transcripts for such work, or documentation of a request for the official transcripts are filed in the Human Resources office by Oct 1<sup>st</sup> the salary adjustment shall be made retroactive to July 1<sup>st</sup> of the current fiscal year.~~

~~Course work shall be completed prior to September 1st in order to be considered for a change in salary class and official transcripts for such work, or documentation of a request for the official transcripts, shall be filed in the Personnel Office prior to October 1st in order for the change to become effective.~~

- c. Unit credit towards salary class placement shall be upper division or graduate credit received from a college or university accredited by one of the major regional accrediting associations.
- d. Application may be made to the Personnel Administrator for the acceptance of lower division units when the course clearly relates to the teaching situation of the individual and will benefit the students with whom the employee works. Approval under this section must be received prior to registration for the course. Not more than six (6) units of lower division credit shall be used for between-columnar movement, except where the District approves lower division language courses to meet bilingual education requirements and/or units in math and science.
- e. Approval may be granted by the Governing Board for district in-service credit towards salary schedule placement. Such in-service shall be approved and recommended by the Superintendent.
- f. When an advanced degree has been earned which will not be granted until a later date, due to the calendar of the college or university, the employee shall notify the Human Resources Dept. Salary stipend for an advanced degree shall be pro-rated when a diploma or official transcript recording the date the degree has been granted is filed with the Human Resources Dept., provided that no proration of the stipend shall be granted prior to July 1st of the current fiscal year.
- g. When unit credit or creditable experience not previously filed with the Human Resources Dept. is presented, no salary adjustment shall be made retroactive prior to July 1st of the current fiscal year.

### 2. Experience (step) advancement:

- a. Each employee who was under regular (or temporary or categorically funded) contract for a year shall be advanced one step on the Salary schedule, providing that the employee served a



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minimum of seventy-five percent (75%) of the work days from July 1st through June 30th. Service time accrued outside the District, in the same school year, is not creditable toward step advancement.

- b. If an employee has reached the last step in any salary class and subsequently earned sufficient units to advance to another salary class, all years of service in the District shall be credited, up to and including the final step in the new salary class.
- c. ~~Beginning with the 2001-02 school year, t~~To advance to each career incentive increment beyond class 4, step 17 on the salary schedule, a teacher shall have participated in 120 hours of college course work or staff development within the previous four years. To receive credit for the course work or the staff development program, participation must have been approved in advance by the employee's immediate supervisor and successfully completed. An employee may advance only one (1) career increment every four (4) years. (See form Exhibit F)
- d. An employee who served on an exchange assignment for one school year shall be granted the same credit for service as if the employee had continued in the local schools.
- e. An employee granted sabbatical leave for one school year shall be granted one step advancement for the following school year.

**D. Salary Payments.**

- 1. Payment Schedule: All contracted employees assigned to traditional sites shall be paid on an eleven (11) month basis. Payments are made August through June. Employees assigned to a traditional site may select a deferred net payment for the twelfth month. This would result in payments from August through July with the July check reflecting monies due from the preceding year, i.e. July 1995 payment is from monies earned in the 1994-95 school year.
- 2. All employees assigned to year-round sites shall be paid on a twelve (12) month basis. Payments are made July through June. The July payment is an advance payment for the current school year for Track A teachers, i.e. July 1995 payment is for work to be completed during the 1995-96 school year. Track A teachers must sign a Track A letter annually requesting payment in July. Track A teachers who accept payment in July and do not serve in paid status will be liable for repayment of any applicable funds.
- 3. Employees paid by the month: All contracted employees, or other employees paid by the month, shall receive warrants payable on the last business day of the calendar month of service.
- 4. Other Employees: Warrants for other employees, including those who work part-time or by the hours, shall be payable on the tenth of the calendar month following service rendered, between

the 19th and 18th of the two preceding months, subject to the limitations of the Santa Cruz County Comptroller's Office.

#### **E. Hourly Rate for Supplemental Work**

Certificated employees shall be paid an hourly rate for supplemental work based on the following: Annual Salary for Column One (1), Step ~~One (1)~~ Five (5) divided by the number of days in the regular work year divided by the number of hours in the basic work day = hourly rate.

~~Teachers Unit members~~ required to substitute during their preparation period shall be paid ~~the hourly rate per diem~~. A block schedule preparation period shall be considered to be two (2) preparation periods. In the event that a class is divided among more than one (1) ~~classroom teacher unit member~~ for an entire school day or portion thereof, the amount equal to five (5) times the hourly rate of Step 17, Column IV shall be divided equally among the ~~teachers-unit members~~ who received the students.

#### **F. Extra Days.**

In order to meet program needs at the site beyond one hundred and eighty-one (181) days or one hundred and seventy-five (175) days dependent upon the school's calendar, the District may offer employees the opportunity to work additional days to be paid on a per diem basis (This does not apply to substitute assignments.)

Teachers working extra days may use sick leave as prescribed by Article XII of this Agreement.

Employees who work extra days shall be credited with additional sick leave at the same rate of accrual as provided in this Agreement.

Extra days will be paid on a supplemental payroll after the workdays have been verified. Additional sick leave, if applicable, will be credited upon completion of the assignment and verification of the number of days worked.

#### **G. Payroll Deductions.**

1. Compulsory Deductions: Deductions shall be made from salary warrants as required by law for:
  - a. Federal and State Withholding Income Tax.
  - b. State Teacher's Retirement System – Deductions for the State Teacher's Retirement System shall be made in equal installments for the number of warrants issued to each employee in each fiscal period.
2. Optional Deductions: Optional deductions shall be made from an employees' salary only with his/her written approval on a form provided by the Business Office. Discontinuance of optional payroll deductions shall be made when requested in writing by the employee on a form approved by the Business Office.



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3. Changes in payroll deductions shall be filed with the Business Office on or before the eighth day of the month to be effective with the next salary warrant.
4. Payroll deduction for Union dues shall be made by the District when requested in accordance with this Article, and the following additional provisions:
  - a. Such deduction shall be made only upon submission of the appropriate form to the designated representative of the District, duly completed and executed by the employee and the Union.
  - b. All sums deducted by the District for membership dues or Agency fees in accordance with employees authorization shall be paid to the Pajaro Valley Federation of Teachers at an address designated by the Union for that purpose.
  - c. The Union shall indemnify, defend and hold the District harmless, including reasonable attorney's fees, from any claims made and against any lawsuit instituted against the District arising from its deduction of membership dues for the Union, with the exception of claims or suits based upon fault or negligence of the District.

#### ARTICLE XIV. REASSIGNMENT AND TRANSFER

- A. All bargaining unit members are employees of the District and not of one particular school, division or department. Teachers assigned to Migrant Education, Special Education, GATE and other specially designed programs shall be considered members of the department, and shall be subject to reassignment based upon department needs and teacher qualifications.

Bargaining unit members shall be assigned solely within the scope of their authorizations and in compliance with the mandates of the federal No Child Left Behind Act (NCLB) and other legal mandates. Bargaining unit members shall not be reassigned or transferred outside the scope of their certificates without their written consent and appropriate action by the Governing Board. Areas of demonstrated competence, as well as program needs, must be a strong consideration in reassignment and transfer. Unintentional failure to inform an employee of these requirements does not waive the employee's responsibility to meet the requirements necessary to maintain a valid credential necessary to continue employment in the District.

- B. The following definitions shall apply to reassignment and transfer.

1. "Reassignment" is the placement within a given school of a bargaining unit member to a different position with a different grade level (such as second to third grade), or a different department (such as science to social studies), or both (such as seventh grade social studies to eighth grade mathematics).
2. "Transfer" is a relocation from school to school and may include a change in grade level and subject:
  - a. A transfer may be teacher-initiated (voluntary); or
  - b. A transfer may be district-initiated (involuntary).
3. "Vacancy" is an unfilled certificated position. A vacancy may be created by death, resignation, leave of absence, retirement, termination, transfer, reassignment, expansion of program, or increased enrollment. ~~Vacancies created by a teacher on leave of absence for one semester or longer shall be posted and may be filled by a regular employee on a one-semester or one-year replacement basis, by a substitute, or by a temporary employee.~~
4. "Seniority": District seniority shall be determined by the amount of time a certificated employee has been continuously employed in the District beginning with the first day of service in a probationary position with the District or ~~one of its pre-unification parts~~, including any time of district-approved leave. When District seniority is the same, then site seniority shall be the second consideration. Site seniority shall be the amount of continuous service in a particular school in a probationary or permanent position. In the event that more than one certificated employee has the lowest seniority, the first date of paid service as a regular certificated (non-substitute) employee will be considered, with the least seniority subject to transfer. Certificated employees in special categories, including, but not limited to Special Education, Speech, and Psychologist, shall gain seniority in their special category, in lieu of site seniority. A certificated employee who accepts a special District assignment for a period not exceeding three (3) years and who returns to his/her former school, shall retain his/her original site seniority. When two (2) certificated employees have the same district and site seniority, a lottery shall be used to break the tie. The



affected certificated employees, plus representatives of the Union, shall have the right to be present for the lottery drawing.

5. A "year of service" is service performed, under contract, for seventy-five percent (75%) of the days of the basic school year as listed in the school calendar.

**C. General Provisions.**

1. a. All vacancies, including extra pay assignments, shall be posted ~~in a conspicuous place in each school and in the District Office on EdJoin~~, as far in advance of the closing date for submission of applications as practical, ordinarily at least ten (10) working days, and in no case less than five (5) working days. A copy of the notice shall be sent to the Union at the time of the posting. ~~Vacancies shall also be announced by recorded telephone message.~~
- b. Prior consideration shall be given to in-district unit members applying for extra pay assignments.
2. The notice shall describe the position, state whether or not the position is temporary, state the qualifications required, and shall state the final date for receipt of applications. The Human Resources Dept. shall see that qualifications which may be desired in employees new to the District are stated in such a way that they do not discourage transfer applications from within the District.
3. By May 10th, the Human Resource Office shall compile and post in each school, a list of all anticipated open positions for the upcoming school year. A copy shall be sent to the Union.
4. The District may elect not to make an actual transfer until the beginning of the next school quarter or semester, but the assignment shall be made, and any vacancies created by the transfer shall be processed.
5. Continuing employees shall receive written notification of their grade level and/or subjects assignment and school assignment on or about May 20th for the next school year, except where good cause exists, such as late resignations, retirements, new projects, or unexpected program changes.
6. An employee on leave of absence of ~~one-two~~ years or less shall return to his/her former school, except s/he may request to be reassigned or transferred or may be considered for reassignment or transfer the same as employees who are not on leave.
7. All teachers who accept special district assignments shall be given, in writing, the terms and conditions of those assignments, such as a brief summary of the duties and the length of the assignment. A teacher so assigned shall be placed on leave from his/her classroom duties, not to exceed two (2) years, ~~and a short-term replacement, temporary or substitute employee may be hired to fill the vacancy.~~
8. Priority for Placement:

In verified vacancies, the following priority shall prevail:

- a. Returnees from sabbatical leave;
  - b. Persons displaced because of declining enrollment or reduction or discontinuance of programs;
  - c. Unassigned teachers returning from leave;
  - d. Temporary employees with rehiring rights at the same school;
  - e. Teacher-initiated transfer requests;
  - f. All other temporaries.
9. Temporary teacher placement: If a teacher has been interviewed for a position and was assigned as a temporary teacher for the school year, that teacher may be re-employed in that school without an interview, if the performance has been satisfactory.
10. If a transfer occurs while school is in session, at least two (2) working days without classroom duties shall be provided for moving and preparation. Additional days may be granted upon joint request of the receiving principal and the employee transferring.
11. A teacher who is reassigned during the school year shall, upon request, be provided one (1) day without classroom duties for moving and preparation. An additional day may, upon request, be granted by the principal. This compensation is also available to teachers required to pack up their classrooms to accommodate summer use. Teachers shall be informed of expected summer use of their classroom.
12. Denial of Request for Reassignment or Transfer
- a. A teacher who does not agree with the immediate supervisor's final decisions regarding denial of a request to be reassigned or transferred by the District, may appeal in writing to the Superintendent or his/her designee. The Superintendent or designee shall decide the merits of the original decision by the immediate supervisor.
  - b. The decision of the Superintendent shall be provided to the Board if requested by the employee. The Board shall review the Superintendent's decision and inform the Union and the teacher of its decision. The actual transfer shall not occur until the written decision of the Superintendent or his/her District level designee has been received.
  - c. This appeal procedure is intended for review of decisions made. Alleged violations of procedures provided for in this Article shall be resolved by the provisions of Article XVI.
13. No vacancy for which there is a qualified teacher on the unassigned list shall be filled with a newly-hired teacher or temporary employee until the qualified teacher is placed, except where the qualified teacher and the Personnel Administrator mutually agree to other arrangements.



**D. Reassignment.**

1. A regular teacher may request reassignment to a vacancy occurring in his/her school and the request shall be acted upon before the vacancy is posted or advertised for transfer and/or hiring from outside the District.
2. Requests for reassignment for the following school year shall be made known to the teacher's immediate supervisor on or before April 1st. The request shall be made in writing.
3. The immediate supervisor shall attempt to honor reassignment requests wherever possible, considering qualifications and program needs. When all considerations are deemed to be equal by the immediate supervisor, seniority shall be used to make a final determination.
4. Upon request, a teacher shall be given verbally the reason(s) for the denial of a reassignment. Upon written request, a teacher shall be given, in writing, the reason(s) for denial of a reassignment request. The written request and the written response may be placed in the employee's personnel file.
5. In District-initiated reassignments, attempts shall be made to place unit members in positions similar to their former assignment. In general, primary teachers to primary grades, intermediate teachers to intermediate grades, and junior and senior high school teachers within the scope of their credentials and areas of demonstrated competence.
6. The immediate supervisor shall make every reasonable effort to meet with the affected teachers to discuss the reassignment.

**E. Teacher-Initiated Transfer.**

1. Teachers may apply for any ~~posted~~ vacancy if: (a) they have two (2) years of service in the District; (b) they have not been placed on PAR within the last two (2) years; and, (c) they have not accepted a teacher-initiated transfer in the last two (2) years.
2. The Human Resources Department shall forward to the principal, or other administrator having authority to fill the vacancy, the names of all teachers who have applied for a ~~posted~~ vacancy, and the names of those teachers whose general requests for transfer are on file.
3. When five (5) or more district teachers apply for the same position, at least the four top candidates shall be interviewed.
4. The District shall make every reasonable attempt to fill known vacancies occurring before July 1 from transfer requests ~~wherever possible~~. The March 1<sup>st</sup> transfer request deadline is waived for vacancies occurring after March 1<sup>st</sup>.
5. When two or more teachers apply for the same vacancy and when the immediate supervisor determines, after considering qualifications and District needs, that two or more teachers are equally qualified, seniority shall be used to make a final determination.

6. The immediate supervisor shall make every reasonable effort to communicate his/her recommendation to each applicant within five (5) days after Board action.
7. Any teacher who has been interviewed for transfer and who has been denied, may request, and will receive, from the appropriate administrator, the reason(s) for non-acceptance.
8. Teachers desiring to trade positions may apply to the ~~Assistant Superintendents~~ site administrators at the affected sites.

**F. District-Initiated Transfers.**

1. a. When two or more teachers are being considered for a district initiated transfer to the same position, and when the immediate supervisor determines, after considering qualifications and district needs, that two or more teachers are equally qualified, seniority shall be used to make a final determination.
- b. When teacher(s) are to be transferred for reasons including, but not limited to, enrollment changes or mandated programs, and when the appropriate administrator(s) determine(s), after considering school and district needs, that these needs have been met, seniority shall be used to make a final determination. Prior to a determination to displace by seniority, site staff shall have the opportunity to volunteer to be displaced.

District-initiated transfers shall be made with reasonable efforts to place teachers in positions similar to their former assignments. In general, primary teachers to primary grades, intermediate teachers to intermediate grades, and middle school/junior high and senior high school teachers within the scope of their credentials and areas of demonstrated competence.

2. The immediate supervisor shall make every reasonable effort to meet with the employee and to notify him/her of the impending transfer. If the decision to transfer is made during the teacher's non-contract days, notification shall be sent by certified mail to the last known address, and the notification shall also inform the teacher that s/he shall be given a conference, if requested, within fifteen (15) business days.
3. Upon request, the employee to be transferred shall receive a statement of reasons in writing.
4. Every reasonable effort shall be made so that a teacher shall not be given a District-initiated transfer in two (2) successive years.
5. ~~No vacancy for which there is a qualified teacher on the unassigned list shall be filled with a newly-hired teacher or temporary employee until the qualified teacher is placed, except where the qualified teacher and the Personnel Administrator mutually agree to other arrangements.~~
6. In the event of a major program change, the following shall apply:
  - a. Teachers presently assigned to that school shall have the right to request positions in the new program.
  - b. The District shall have the right to advertise and seek transfers by other District teachers and staff.



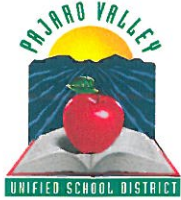
- c. Teachers presently assigned to that school shall have the right to request a transfer.
- d. If a 6th grade is moved to a 7th and 8th grade school, the 7th and 8th grade teachers will not be required to interview.
- e. If a 7th and 8th grade school becomes a 6th, 7th, 8th middle school, the receiving school of the 6th grade students shall interview the incoming new teachers.
- f. Teachers transferred from the site of the new program due to credential and program considerations shall have all rights provided under the District-initiated transfer provision of this Agreement.
- g. Vacancies which are to occur when other district teachers transfer to the new program shall be considered as vacancies open to transfer of those transferring due to c. or f. above. Even if placed, the transferred employee will be considered as a displaced person for priority purposes.

<b>PVUSD Ending Fund Balance Projection</b>				<b>4/2/14</b>
<b>LCFF February 2014</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>
ADA	17279.55	17279.55	17279.55	17279.55
Beg Bal	47.14	50.75	45.66	36.51
Federal Revenues	23.86	23.14	23.14	23.14
Other State Revenue	22.75	17.88	17.11	17.11
CCSS Revenues	3.46			
Local Revenue	3.60	3.60	3.60	3.60
LCFF Base Grant	119.17	124.58	130.25	133.34
LCFF Sup/Con Revenues	4.88	14.09	22.39	26.08
2nd Interim Report adj.	5.91	5.66	2.34	
<b>Revenue total</b>	<b>183.63</b>	<b>188.95</b>	<b>198.84</b>	<b>203.27</b>
Base Expenditures: 12-13 actuals	170.60	170.60	168.23	168.23
SIG Cohort One offset	(0.93)	(0.93)	(0.93)	(0.93)
SIG Cohort Two offset			(3.27)	(3.27)
QEIA offset	(0.80)	(2.23)	(2.23)	(2.23)
Measure L offset		(1.00)	(1.00)	(1.00)
Phase One	5.71	5.71	5.71	5.71
H&W 8% annual increase		4.27	8.89	13.88
Step & Column	1.10	2.20	3.30	4.40
7% raise PVFT	4.33	4.33	4.33	4.33
LCFF formula raise PVFT		4.53	8.84	10.96
LCFF formula raise CSEA & Mgmt		2.66	5.19	6.44
Cert. Staffing ratios			2.00	3.00
SLP add'l days (10)		0.09	0.09	0.09
SLP Step 8 IV		0.15	0.15	0.15
Leadership stipends		0.50	0.50	0.50
CSR K		0.75	0.75	0.75
CSR 2			0.75	0.75
CSR 3			0.74	0.74
CSR 4			0.46	0.46
CSR 5			0.44	0.44
CSR 6			0.38	0.38
CSR 6-12				
CSR MS			1.00	1.00
CSR HS except PE			1.26	1.26
CSR HS PE		0.50	0.50	0.50
k-6 Prep time: 150 min/wk		1.91	1.91	1.91
<b>Expenditure Total</b>	<b>180.01</b>	<b>194.04</b>	<b>207.99</b>	<b>218.44</b>
<b>Fund change</b>	<b>3.61</b>	<b>(5.09)</b>	<b>(9.15)</b>	<b>(15.17)</b>
3% required res	5.40	5.82	6.24	6.55
restricted/cash reserve	4.92	5.37	5.80	5.80
<b>unappropriated reserve</b>	<b>40.43</b>	<b>34.47</b>	<b>24.47</b>	<b>8.99</b>
Ending Bal	50.75	45.66	36.51	21.34
PVFT Salary formula %		6.83%	6.09%	2.83%





## PAJARO VALLEY UNIFIED SCHOOL DISTRICT



### Board Agenda Backup

Item No: 11.3

<b>Date:</b>	April 9, 2014
<b>Item:</b>	<b>Report, discussion and possible action to approve the following Updated Board Bylaws: 9100, Annual Organizational Meeting; 9121, President; 9123, Vice President/Clerk; and 9322, Agenda/Meeting Materials.</b>
<b>Overview:</b>	<p>Attached are four Board Bylaws which need to be updated to reflect current practices, specifically around agenda setting.</p> <p>In addition, Board Bylaw 9322 has been revised to update material related to the consent agenda/calendar, including deleting outdated information and reflecting NEW LAW (SB 1003) which requires the Board to have a separate agenda item (not on consent agenda) when it is considering approving or rescinding its unconditional commitment to refrain from taking certain actions in violation of the Brown Act.</p>
<b>Recommendation:</b>	Approve Updates to Noted Bylaws.

**Budget Considerations:** N/A

**Prepared By:** Dorma Baker, Superintendent

**Superintendent's Signature:**

*Dorma Baker* (AI)

## ORGANIZATION

### Annual Organizational Meeting

The Board of Education shall hold an annual organizational meeting within the time limits prescribed by law. (Education Code 35143)

At this meeting the Board shall:

1. Elect a president and a vice president/clerk from its members
2. Authorize signatures
3. Develop a schedule of regular meetings for the year
4. Designate Board representatives to various committees

(cf. 9140 - Board Representatives)

(cf. 9320 - Meetings and Notices)

### Election of Officers

The Board shall each year elect one of its members to be President; in a separate action, the Board shall then elect one of its members to be Vice-President/Clerk. The member elected to be Vice-President/Clerk shall represent an area not represented by the President.

#### *Legal Reference:*

##### EDUCATION CODE

5017 Term of Office

35143 Annual organizational meeting date, and notice

35145 Public meetings

##### GOVERNMENT CODE

54953 Meetings to be open and public; attendance

##### ATTORNEY GENERAL OPINIONS

68 Ops.Cal.Atty.Gen. 65 (1985)

59 Ops.Cal.Atty.Gen. 619, 621-622 (1976)



**PRESIDENT**

The Board of Education shall elect a president from among its members to provide leadership on behalf of the Board and the educational community it serves.

*(cf. 9000 - Role of the Board)*

*(cf. 9005 - Governance Standards)*

*(cf. 9100 - Organization)*

The president shall preside at all Board meetings. He/she shall:

1. Call the meeting to order at the appointed time
2. Announce the business to come before the Board in its proper order
3. Enforce the Board's policies relating to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act
4. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference
5. Explain what the effect of a motion would be if it is not clear to every member
6. Restrict discussion to the question when a motion is before the Board
7. Rule on parliamentary procedure, referring questions of procedure to Vice-president/Clerk
8. Put motions to a vote, and state clearly the results of the vote
9. Be responsible for the orderly conduct of all Board meetings

*(cf. 9323 - Meeting Conduct)*

The president shall perform other duties in accordance with law and Board policy including, but not limited to:

1. Signing all instruments, acts and orders necessary to carry out state requirements and the will of the Board
2. Consulting with the Superintendent or designee on the preparation of the Board's agendas

*(cf. 9322 - Agenda/Meeting Materials)*

3. Working with the Superintendent to ensure that Board members have necessary materials and information

**PRESIDENT** (continued)

4. Subject to Board approval, appointing and dissolving all committees

*(cf. 9130 - Board Committees)*

5. Calling such meetings of the Board as he/she may deem necessary, giving notice as prescribed by law

*(cf. 9320 - Meetings and Notices)*

*(cf. 9321 - Closed Session Purposes and Agendas)*

6. Representing the district as governance spokesperson, in conjunction with the Superintendent

*(cf. 1112 - Media Relations)*

The president shall have the same rights as other members of the Board, including the right to move, second, discuss and vote on all questions before the Board.

When the president resigns or is absent or disabled, the vice president/clerk shall perform the president's duties. When both the president and vice president/clerk are absent or disabled, the Board shall choose a president pro tempore to perform the president's duties.

*Legal Reference:*

EDUCATION CODE

35022 President of the board

35143 Annual organizational meetings; dates and notice

GOVERNMENT CODE

54950-54963 Ralph M. Brown Act

*Management Resources:*

CSBA PUBLICATIONS

*Board Presidents' Handbook*, revised 2002

*CSBA Professional Governance Standards*, 2000

*Maximizing School Board Leadership: Boardmanship*, 1996

WEB SITES

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



**VICE PRESIDENT/CLERK**

The Governing Board shall elect a vice president/clerk from its own membership at the annual organizational meeting. (Education Code 35143)

*(cf. 9100 - Organization)*

The duties of the vice president/clerk shall be to:

1. Certify or attest to actions taken by the Board when required
2. Maintain such other records or reports as required by law
3. Sign documents on behalf of the district as directed by the Board
4. Serve as presiding officer in the absence of the president and vice president

*(cf. 9121 - President)*

5. Notify Board members and members-elect of the date and time for the annual organizational meeting
6. Perform any other duties assigned by the Board

*Legal Reference:*

EDUCATION CODE

17593 *Repair and supervision of property (duty of district clerk)*  
35038 *Appointment of clerk by county superintendent of schools*  
35039 *Dismissal of clerk*  
35121 *Appointment of clerk in certain city and high school districts*  
35143 *Annual organizational meetings*  
35250 *Duty to keep certain records and reports*  
38113 *Duty of clerk (re provision of school supplies)*

GOVERNMENT CODE

54950-54963 *Ralph M. Brown Act*

*Management Resources:*

CSBA PUBLICATIONS

*CSBA Professional Governance Standards, 2000*  
*Maximizing School Board Leadership: Boardsmanship, 1996*

WEB SITES

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

## **AGENDA/MEETING MATERIALS**

### **Agenda Content**

Governing Board meeting agendas shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

*(cf. 9320 - Meetings and Notices)*

*(cf. 9321- Closed Session Purposes and Agendas)*

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. The agenda shall also provide members of the public an opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

*(cf. 9323 - Meeting Conduct)*

Each meeting agenda shall list the address designated by the Superintendent or designee for public inspection of agenda documents that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

The agenda shall specify that an individual should contact the Superintendent or designee if he/she requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting. (Government Code 54954.2)

### **Agenda Preparation**

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting. Each agenda shall reflect the district's vision and goals and the Board's focus on student learning.

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

*(cf. 9121 - President)*

*(cf. 9122 - Secretary)*

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.



## **AGENDA/MEETING MATERIALS (continued)**

The Board president and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation.

The Board president and Superintendent shall decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote, an information item that does not require immediate action, or a consent item that is routine in nature and for which no discussion is anticipated.

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

*(cf. 9323.2 - Actions by the Board)*

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 1312.2 - Complaints Concerning Instructional Materials)*

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

*(cf. 3320 - Claims and Actions Against the District)*

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

### **Consent Agenda/Calendar**

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent agenda items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval.

When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item that has not been previously considered. However, the agenda need not provide an opportunity for public comment when the consent agenda item has previously

## **AGENDA/MEETING MATERIALS** (continued)

been considered at an open meeting of a committee comprised exclusively of all the Board members provided that members of the public were afforded an opportunity to comment on the item at that meeting, unless the item has been substantially changed since the committee considered it. (Government Code 54954.3)

### **Agenda Dissemination to Board Members**

At least three days before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, citizens, and others; and other available documents pertinent to the meeting.

When special meetings are called, the Superintendent or designee shall make every effort to distribute the agenda and supporting materials to Board members as soon as possible before the meeting.

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

*(cf. 9012 - Board Member Electronic Communications)*

### **Agenda Dissemination to Members of the Public**

The Superintendent or designee shall mail a copy to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1). A copy of the agenda and all of the documents constituting the agenda packet shall be posted on the District's website at least 72 hours prior to a meeting.

If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board, provided the document is a public record under the Public Records Act. The Superintendent or designee may also post the document on the district's web site in a position and manner that makes it clear that the document relates to an agenda item for an upcoming meeting. (Government Code 54957.5)

*(cf. 1113 - District and School Web Sites)*

*(cf. 1340 - Access to District Records)*



**AGENDA/MEETING MATERIALS** (continued)

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

*Legal Reference: (see next page)*

## AGENDA/MEETING MATERIALS (continued)

### *Legal Reference:*

#### EDUCATION CODE

35144 *Special meetings*

35145 *Public meetings*

35145.5 *Right of public to place matters on agenda*

#### GOVERNMENT CODE

6250-6270 *Public Records Act*

53635.7 *Separate item of business*

54954.1 *Mailed agenda of meeting*

54954.2 *Agenda posting requirements; board actions*

54954.3 *Opportunity for public to address legislative body*

54954.5 *Closed session item descriptions*

54956.5 *Emergency meetings*

54957.5 *Public records*

54960.2 *Challenging board actions; cease and desist*

#### UNITED STATES CODE, TITLE 42

12101-12213 *Americans with Disabilities Act*

#### CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 *Effective communications*

36.303 *Auxiliary aids and services*

#### COURT DECISIONS

*Mooney v. Garcia*, (2012) 207 Cal.App.4th 229

*Caldwell v. Roseville Joint Union High School District*, 2007 U.S. Dist. LEXIS 66318

### *Management Resources:*

#### CSBA PUBLICATIONS

*Call to Order: A Blueprint for Great Board Meetings*, 2010

*The Brown Act: School Boards and Open Meeting Laws*, rev. 2009

#### ATTORNEY GENERAL PUBLICATIONS

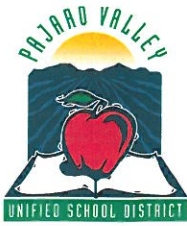
*The Brown Act: Open Meetings for Legislative Bodies*, rev. 2003

#### WEB SITES

CSBA, Agenda Online: <http://www.csba.org>

California Attorney General's Office: <http://www.oag.ca.gov>





## Board Agenda Backup

Item No: 12.1

**Date:** April 9, 2014

**Item:** Implementing Positive Discipline

**Overview:** This presentation will provide the Board with an overview of what Positive Discipline is and how this program is being implemented at two different schools. The presentation will focus on the following:

- An Overview on Positive Discipline will be presented by Jane Weed, who is a representative of the Santa Cruz County Positive Discipline Community Resources.
- Deborah Dorney, principal of Rio del Mar School will share how Positive Discipline is being implemented at her school with students and parents.
- Todd Westfall, principal of Calabasas Elementary will share what Positive Discipline has supported his school climate and parent involvement.

**Recommendation:** This is a report and discussion item only.

**Budget Considerations:** N/A

**Funding Source:**

**Budgeted:** Yes: ☐ No: ☐

**Amount:** \$

**Prepared by:** Ylida Noguera, Assistant Superintendent of Elementary Education and Support Services

**Superintendent's Signature:**

*Dorma Baker*



## PAJARO VALLEY UNIFIED SCHOOL DISTRICT

### Board Agenda Backup

Item No: 12.2

**Date:** April 9, 2014

**Item: Update Common Core State Standards Mathematics**

**Overview:** The transition to the new Common Core State Standards (CCSS) calls for some significant changes in instruction in mathematics. Our previous standards covered a broad number of skills with limited depth, and a 'race to Algebra' emphasis. This presentation will examine our current student achievement results in mathematics and provide an overview of the changes called for in the Common Core.

**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:**

*Dorma Baker (A)*





# PAJARO VALLEY UNIFIED SCHOOL DISTRICT



## Board Agenda Backup

Item No: 12.3

**Date:** April 09, 2014

**Item:** Quarterly Update of Measure L Bond Program

**Overview:** District staff will provide the board a quarterly update on the district's Measure L Bond Program. The report will include updates on the following:

- Project updates
- Program budget (to date)
- Citizens' Oversight Committee
- State and federal compliance

**Recommendation:** Report and discussion only.

**Prepared By:** Brett W. McFadden, Chief Business Officer  
Richard Mullikin, Director M/O/F  
Paul Anderson, Planning Supervisor  
Tim Landeck, Director of IT

**Superintendent's Signature:**

*Dorma Baker (AB)*