

## 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 10, 2013 REGULAR BOARD MEETING

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

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

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

- Superintendent's Office: 294 Green Valley Road, Watsonville, CA (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
- 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 2 Expulsions

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

- 3.1 Pledge of Allegiance
- 3.2 Welcome by Board President  
Trustees Kim De Serpa, Leslie DeRose, Maria Orozco, Karen Osmundson, Lupe Rivas, Jeff Ursino and President Willie Yahiro.
- 3.3 Superintendent Comments
- 3.4 Governing Board Comments/Reports (Limit to 1 minute per trustee)  
- Report on Standing Committees Meetings
- 3.5 Jacob Young Financial - Teacher of the Month Award for March 2013  
- *Colleen Riggen, Mar Vista Elementary School*
- 3.6 Jacob Young Financial – Classified Employee of the Month Award for March 2013  
- *Denee Sereano, Librarian, Starlight Elementary School*
- 3.7 Student Recognition  
- *Thaily Guzman-Jiménez – Radcliff Elementary School*  
- *Brenda Gutierrez-Baeza - Watsonville High School*

**4.0 APPROVAL OF THE AGENDA**

**5.0 APPROVAL OF MINUTES**

- a) *Minutes for March 27, 2013*

**6.0 HIGH SCHOOL STUDENTS BOARD REPRESENTATIVES REPORT**

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

Public comments on items that are not on the agenda can be addressed at this time. The Board President will recognize any member of the audience wishing to speak to an item not on the agenda on a matter directly related to school business. The President may allot time to those wishing to speak, but no action will be taken on matters presented (Ed. Code Section 36146.6). If appropriate, the President or any Member of the Board may direct that a matter be referred to the Superintendent's Office for placement on a future agenda. (Please complete a card if you wish to speak.)

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

## **9.0 CONSENT AGENDA**

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 Unless some Board Member or member of the audience has a question about a particular item(s) and asks that it be withdrawn from the Consent list, the item(s) will be approved at one time by the Board of Trustees.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

- 9.1 Purchase Orders March 21 – April 3, 2013  
The PO's will be available in the Superintendent's Office.
- 9.2 Warrants March 21 – April 3, 2013  
The warrants will be available in the Superintendent's Office.
- 9.3 Approve Williams Uniform Complaint Quarterly Report, January – March 2013. Number of Complaints: Zero.
- 9.4 Approve 2012-13 Site Scholarship Committee Representatives for Aptos, Pajaro Valley, Watsonville and Renaissance High Schools and Academic Vocational Charter Institute.
- 9.5 Approve Award for Purchase of District Fuel through Card Lock System Bid #01-12/13.
- 9.6 Approve Architectural Amendments, the Associated Projects and Project Budgets.
- 9.7 Approve Construction Management Firms' Contracts to Provide Construction Management Services for Upcoming Projects.

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 Revised Uniform Complaint Policy #1312.3.  
*Report by Sharon Roddick, Assistant Superintendent. 2 min. report; 5 min. discussion*
- 11.2 Report, discussion and possible action to approve Resolution #12-13-14, Reduction and/or Discontinuation of Particular Kinds of Classified Employee Services.  
*Report by Sharon Roddick, Assistant Superintendent. 2 min. report; 5 min. discussion*

## **12.0 REPORT AND DISCUSSION ITEMS**

- 12.1 Report and discussion on Measure L Bond Program Update.  
*Report by Rick Mullikin, Director of M/O/F; Dennis Dunston, Bond Program Manager. 10 min. report; 5 min. discussion*

- 12.2 Report and discussion on Overview of Program Options for English Learners.  
*Report by Susan Perez, Director of Education and English Language Services.*  
*10 min. report; 10 min. discussion*
- 12.3 Report and discussion on District's Budget and Fiscal Matters.  
*Report by Brett McFadden, CBO.*  
*5min. report; 5 min. discussion*

### 13.0 ACTION ON CLOSED SESSION

### 14.0 UPCOMING BOARD MEETINGS/REMAINING BOARD MEETINGS FOR 2013

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

		Comment
<b>April</b>	<ul style="list-style-type: none"> <li>▪ 13 (added on 3/27)</li> <li>▪ 24 (cancelled on 3/27)</li> </ul>	<ul style="list-style-type: none"> <li>• Board Governance Workshop</li> </ul>
<b>May</b>	<ul style="list-style-type: none"> <li>▪ 8</li> <li>▪ 22</li> </ul>	<ul style="list-style-type: none"> <li>▪ Approve 3<sup>rd</sup> Interim Report</li> </ul>
<b>June</b>	<ul style="list-style-type: none"> <li>▪ 12</li> <li>▪ 26</li> </ul>	<ul style="list-style-type: none"> <li>▪ 13-14 Budget Adoption</li> </ul>
<b>July</b>	<ul style="list-style-type: none"> <li>▪</li> </ul>	<ul style="list-style-type: none"> <li>▪ No Meetings Scheduled</li> </ul>
<b>August</b>	<ul style="list-style-type: none"> <li>▪ 14</li> <li>▪ 28</li> </ul>	
<b>September</b>	<ul style="list-style-type: none"> <li>▪ 11</li> <li>▪ 25</li> </ul>	<ul style="list-style-type: none"> <li>▪ Unaudited Actuals</li> </ul>
<b>October</b>	<ul style="list-style-type: none"> <li>▪ 9</li> <li>▪ 23</li> </ul>	
<b>November</b>	<ul style="list-style-type: none"> <li>▪ 13</li> </ul>	<ul style="list-style-type: none"> <li>▪</li> </ul>
<b>December</b>	<ul style="list-style-type: none"> <li>▪ 11 Annual Organization Mtg.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Approve 1<sup>st</sup> Interim Report</li> </ul>

### 15.0 ADJOURNMENT

PAJARO VALLEY UNIFIED SCHOOL DISTRICT  
CLOSED SESSION AGENDA  
April 10, 2013

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

<b>New Hires – Probationary</b>	
2	Office Managers
<b>New Hires</b>	
	None
<b>New Substitutes</b>	
	None
<b>Promotions</b>	
	None
<b>Administrative Appointments</b>	
	None
<b>Other</b>	
1	Principal
<b>Extra Pay Assignments</b>	
1	Coach
1	Referee
<b>Extra Period Assignments</b>	
	None
<b>Leaves of Absence</b>	
1	Academic Coordinator
1	Speech Language Specialist
27	Teachers
2	Bus Drivers
1	Cafeteria Assistant
<b>Retirements</b>	
	None
<b>Resignations/Terminations</b>	
	None
<b>Supplemental Service Agreements</b>	
35	Teachers

<b>Miscellaneous Actions</b>	
2	Cafeteria Cook/Baker
1	Cafeteria Manager II
1	Cafeteria Assistant
<b>Separations From Service</b>	
1	Speech Language Pathologist
1	Math Teacher
1	Assistant Director
1	Guidance Assistant
<b>Limited Term – Projects</b>	
10	Enrichment Specialist
1	Office Assistant III
1	Occupational Therapist
1	Office Manager
2	Parent Education Specialist
2	Translator
<b>Exempt</b>	
1	Childcare
1	Crossing Guard
1	Migrant OWE
2	Special Project - MEES
2	Spectra Artist
11	Student Helper
12	Workability
5	Yard Duty
<b>Provisional</b>	
1	Instructor/Driver
<b>Limited Term - Substitute</b>	
1	Campus Safety Coordinator
1	Instructional Assistant – Migrant Children Center
1	Translator



**March 27, 2013**  
**REGULAR BOARD MEETING**  
**UNADOPTED MINUTES**  
**CLOSED SESSION – 6:00 p.m. – 7:00 p.m.**  
**PUBLIC SESSION – 7:00 p.m.**

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

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

**1.1 Call to Order**

President Yahiro called the meeting of the Board to order at 6:01 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>	
	None
<b>New Hires</b>	
1	Secondary Teacher
<b>New Substitutes</b>	
	None
<b>Promotions</b>	
1	Administrative Secretary II
<b>Administrative Appointments</b>	
1	Principal
1	Coordinator
<b>Other</b>	
1	Coordinator – Raising a Reader
<b>Extra Pay Assignments</b>	
1	Department Chair
19	Coaches
<b>Extra Period Assignments</b>	
	None
<b>Leaves of Absence</b>	
1	Cafeteria Assistant

1	Custodian II
1	Health Services Assistant
1	Registration Specialist I
20	Primary Teachers
3	Secondary Teachers
2	Speech & Language Specialist
3	Special Education Teachers
1	Coordinator – New Teacher Project
<b>Retirements</b>	
1	Special Education Teacher
<b>Resignations/Terminations</b>	
1	<i>TOSA</i>
<b>Supplemental Service Agreements</b>	
63	Primary Teachers
16	Secondary Teachers
24	Child Development Teachers
6	Special Education Teachers
2	Education and English Language Services Teachers
<b>Miscellaneous Actions</b>	
	None
<b>Separations From Service</b>	
1	Cafeteria Manager II
1	Instructional Assistant II
1	Office Assistant III
1	Primary Teacher
1	Secondary Teacher
1	Child Development Teacher
1	<i>Central Kitchen Manager (Prob. Release)</i>
<b>Limited Term – Projects</b>	
3	Administrative Secretary II
1	Behavior Technician
2	Campus Safety Coordinator
1	Community Service Liaison II
3	Custodian I
4	Enrichment Specialist
1	Health Services Assistant

4	Instructional Assistant – General Ed
2	Instructional Assistant II
1	Language Support Liaison I
1	Migrant Outreach Specialist
10	Office Assistant I
5	Office Assistant II
2	Office Assistant III
1	Office Manager
14	Parent Education Specialist
2	Translators
<b>Exempt</b>	
1	Child Care
1	Crossing Guard
3	Migrant OWE
5	Workability
<b>Provisional</b>	
2	Behavior Technician
1	Instructional Assistant I
1	Instructional Driver
1	Site Computer Support Technician
<b>Limited Term - Substitute</b>	
1	Custodian
1	Cafeteria Assistant

**2.2 Public Employee Discipline/Dismissal/Release/Leaves**

**2.3 Negotiations Update**

- a. CSEA
- b. PVFT
- c. Unrepresented Units: Management and Confidential
- d. Substitutes – Communication Workers of America (CWA)

**2.4 Claims for Damages**

**2.5 Pending Litigation**

**2.6 Anticipated Litigation**

**2.7 Real Property Negotiations**

**2.8 3 Expulsions**

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

President Yahiro called the meeting of the Board in public to order at 7:10 pm.

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

Trustee DeRose led the Board in the Pledge of Allegiance.

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

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

#### **3.3 Superintendent Comments**

Superintendent Dorma Baker welcomed all to the meeting.

#### **3.4 Governing Board Comments/Reports (Limit to 1 minute per trustee)**

##### **- Report on Standing Committees Meetings**

Trustee DeRose reported she is excited to be part of the PVPSA board. PVUSD and PVPSA have a partnership that helps many students.

Trustee Orozco reported she had attended the Alianza Parent Achievement Academy, which emphasized the importance of being bilingual. She attended the Cesar Chavez Youth Awards event and was inspired.

Trustee De Serpa reported she had attended the Santa Cruz County School Boards Association meeting; she stated that many districts have passed a school safety resolution already.

Trustee Rivas reported she had attended the BASTA meeting; its focus is tackling violence and gang issues. She suggested to Chief Solano to publish information from those meetings for the community. She also attended the Cesar Chavez recognition awards dinner.

Trustee Ursino reported he attended the Cesar Chavez awards ceremony as well. He also mentioned the passing of Ms. Betty Luzovich, who worked for PVUSD for over 50 years and had been his wife's 1<sup>st</sup> grade teacher.

Trustee Osmundson reported she attended the peace rally at the City plaza. She also attended the Cultura Caliente dance performance at WHS a fundraising event for scholarships. She attended the COPA event. The DELAC meeting was also held and safety issues were addressed. The MHS committee meeting also took place and she was able to attend.

#### **3.5 Student Recognition**

Staff, administrators, family and friends recognized and honored the following students.

- *Julio Cesar Magaña-Orozco – MacQuiddy Elementary School*
- *Adrian Muñoz - Starlight Elementary School*
- *Ernie Parra - Ohlone Elementary School*
- *Anjana Koshy - Amesti Elementary School*
- *Erika Bernabe – Watsonville/Aptos Adult Education*

Jeanie Johnson of the Register Pajaronian presented each student with tokens from the RP as well as from McDonald's. Both organizations sponsor the student of the year program by publishing a photo of the students.

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

Trustee DeRose moved to approve the agenda with the correction to wording of item 12.2 as follows: remove the sentence "the District's Local Education Agency Plan (LEA)". Trustee Rivas seconded the motion. The motion passed unanimously.

## **5.0 APPROVAL OF MINUTES**

### ***a) Minutes for March 13, 2013***

Trustee Rivas moved to approve the minutes for March 13, 2013. Trustee Ursino seconded the motion. The motion passed 6/0/1 (Yahiro abstained).

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

Yesenia Pulido Mejia of Pajaro Valley High School, reported on the annual Spanish talent show, testing and spring sports. PVHS's open house took place and was successful. Club Carnival had a great turnout at their recent event.

LaMaya Gross and Alexandra Todich'ii'ni Lawson of Aptos High School reported on the school's successful blood drive, Fridays' Mariner wear day incentives and sports. There were activities related to anti-bullying. The school's open house will take place soon. They were excited to report that AHS was nominated for the Distinguished School Award and the visiting committee was impressed with the school.

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

Enriqueta Rojas, Adult Education student, commented on her experience in Adult Education and how it has enriched her life.

The following Amesti teachers spoke and presented a letter signed by Amesti teachers in support small class size: Manuel Juarez, Sabra Richey and Laura Zucker.

The following expressed their support for smaller class sizes and preparation time for teachers in lower class levels: Susie DaRosa, Barbara Dodge, Lynne Siqueiros, Risa Schwartz (read from a letter of support for smaller class size singed by Mar Vista teachers), Shireen Goudarzi, and Feliz Guarino,

Cynthia Bartlebaugh and Cynthia Getzschmann, parents, spoke in support of coaching stipends and transportation for sports citing positive influence sports have in students

Jack Carroll, Adult Education teacher, presented the board with thank you letters from students of Adult Education courses.

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

Jack Carroll, PVFT negotiator, presented multi-year funding estimates for 2012-2013 through 2015-2016, including a 10% increase in health and welfare and Proposition 30 funding.

Catharine Griffen, CSEA representative, stated the union is waiting for negotiations and their focus is to get better compensation.

Olga De Santa Anna, PVAM president, thanked all for the work for students and staff. Ms. De Santa Anna complimented the HR department for keeping staff informed on teacher status. She commented on the work that needs to be done by staff each day.

## **9.0 CONSENT AGENDA**

Trustee De Serpa moved to approve the consent agenda with a correction to the estimated value of \$1,000 to the donation on item #9.3. Trustee DeRose seconded the motion.

Trustee DeRose thanked Doug Keegan and West Marine for their support through their donations.

The motion passed unanimously.

### **9.1 Purchase Orders March 7 - 20, 2013**

### **9.2 Warrants March 7 - 20, 2013**

- 9.3 Acknowledge with Gratitude Donation of Computer Equipment from West Marine, an Estimated Value of ~~\$2,949.00~~ - \$1,000.00.
- 9.4 Acknowledge with Gratitude Donation of \$100 for the PVUSD Scholarship Fund from Doug Keegan.
- 9.5 Approve CAHSEE Passage Waiver for Student #12-13-11, English Language Arts, Pajaro Valley High School.
- 9.6 Approve CAHSEE Passage Waiver for Student #12-13-12, Math, Pajaro Valley High School.
- 9.7 Approve Trip to Kawakami for 15 Students through the Sister City Program, May 7 – 15, 2013.
- 9.8 Approve Germany Exchange Student Program, June 10 – July 10, 2013.
- 9.9 Approve Ranum, Denmark and Pajaro Valley High School Student Exchange Program, June 11– July 25, 2013.
- 9.10 Approve Local Education Agency (LEA) Plan Update.
- 9.11 Approve Consulting Services firm to Provide Design Services for Renewable Energy Systems for Projects Outlined in the 2012-2022 Facilities Master Plan.
- 9.12 Approve Architectural Contract to Provide Architectural Services on Upcoming Projects.
- 9.13 Approve 2012-13 School Accountability Report Card (SARC).

#### **10.0 DEFERRED CONSENT ITEMS**

None.

#### **11.0 REPORT AND DISCUSSION ITEMS**

##### **11.1 Report and discussion on an Update on New Common Core State Standards.**

*Report by Susan Perez, Director, Educational Services.*

Susan Perez, director, offered a brief background on the CCSS: over 200 nation-wide experts making up the Council of Chief State School Officers and the National Association Center for Best Practices developed these standards, which were officially released June of 2010. Adoption of the CCSS is voluntary for states. The focus of CCSS is to ensure students are college and career ready when they exit high school. Studies have shown that there is a high number of students entering college or universities requiring remediation courses. In addition, international benchmark assessments have shown the US drop when compared to other developed countries. There is also a growing concern from businesses that communities are not ready for the 21<sup>st</sup> century global competitiveness. The general goals for CCSS for K-12 are as follows: students should meet college and work expectations; students should be prepared to success in a global economy; and students will be provided with higher rigor in content and application of higher knowledge. Mrs. Perez explained how the rigor has increased in English Language Arts/Literacy and Mathematics through specific word and mathematics work examples. Assessment on how students are performing will be done through the Smarter Balanced Assessment Consortium (SBAC); currently, assessments take place through STAR testing.

Mrs. Perez explained the transition timeline for CCSS, which started in 2011-12 through reviews with principals and building awareness for teachers. A CCSS Steering Committee has been established and CCSS resources are posted on the department's website. Furthermore, through 2012-13, the department has provided continuous information to leadership members and sites. Professional development on the

standards has been provided to all sites. The district is participating in assessment pilots as well. In 2013-14, the following should take place: CCSS will be implemented in Kinder; benchmarks will be aligned with CCSS; and staff will begin to build awareness with parents. By 2014-15, all of California should have fully implemented CCSS and SBAC assessments begin to take place. Throughout this time, staff will continue to receive professional development as well as support.

Board thanked Ms. Perez for her presentation. They participated with comments and questions.

## **11.2 Report and discussion on Pajaro Valley Prevention and Student Assistance.**

### ***Report by Jenny Sarmiento, Director, PVPSA.***

Jenny Sarmiento, PVPSA Director, spoke of the program and the collaborative partnership the district has with PVPSA. She presented information on student assistance programs, Kids Korner (KK) for elementary students and Student Assistance Program (SAP) for secondary students. In addition, students benefit from Mental Health Services, Tobacco Use Prevention and Education, Drug and Alcohol Prevention Program, School Drop-Out and Gang Prevention, and Parent Education program. The KK and SAP programs utilize interns from university programs and place them throughout the district. The 2012-13 school year has seen an increase in opportunities for students in many more schools than the prior year; this is due to increased financial contributions from the County Office of Education and from the SELPA department. PVPSA is beginning to track specific referral reasons in 2012-13 to begin data comparison. Ms. Sarmiento addressed the need for school-based mental health services, noting that mental health is not an illness but rather is how students are able to cope and react to specific situations. Mental health goes hand in hand with academics and data indicates that there is a 12-22% of students under 18 years who need services for mental, emotional or behavioral issues. These services offer effective intervention programs for students who are vulnerable or at risk.

The board participated with questions and comments.

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

### **12.1 Report, discussion and possible action to approve Linscott Charter School Renewal Petition (2013-2018).**

#### ***Report by Murry Schekman, Assistant Superintendent.***

Robin Higbee, Linscott Principal, began by saying that the school was celebrating its 20<sup>th</sup> year and is one of the oldest charter schools in the state. She presented the history of the school and its Mission Statement. Linscott serves approximately 300 K-8 students. In 2012 it received the Distinguished School Award. The school thrives with parent participation. Ms. Higbee spoke about the composition of the student population at the school and its curriculum, which is aligned with standards-based programs. Students have performed well on standardized tests, achieving an 858 API for 2012. Linscott goals are as follows: to transition to common core standards, add looping classroom for grades 4-6 (currently offering it for 1-3 grades), to expand support for ELD and to offer full inclusion classrooms.

The board thanked Ms. Higbee for the presentation and participated with questions and comments.

Trustee Rivas moved to approve Linscott Charter School renewal as requested. Trustee Orozco seconded the motion. The motion passed unanimously.

### **12.2 Report, discussion and possible action to Approve Funding for the Canine Detection Program ~~the District's Local Education Agency Plan (LEA).~~**

#### ***Report by Murry Schekman, Assistant Superintendent.***

Mr. Schekman presented information from a neighboring district with similar demographics and how they were helped with the Canine Detection Program. He proposed to have a pilot program at the three comprehensive high schools to assess the effectiveness of the program.

Board participated with comments and questions.

At 10:30, trustee DeRose moved to extend the meeting to 11:30 with a goal to finish it by 11:00. Trustee De Serpa seconded the motion. The motion passed 6/0/1 (Osmundson away from her seat).

The board continued with comments and questions on the canine program.

Trustee DeRose moved to approve the proposal. Trustee Ursino seconded the motion. The motion passed 6/1/1 (Osmundson dissented; Orozco abstained).

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

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

Superintendent Baker reported that the revised resolution reflected the discussion and input from the board at the previous meeting as well as input from the Agenda Review Committee.

Public comment:

Sarah Henne, teacher, asked that the resolution be deferred to the safety committee to obtain all stakeholders' input.

Francisco Rodriguez, PVFT president, asked that the resolution be tabled so that the safety committee can develop a more comprehensive one. He expressed his concern about pesticide spraying near schools.

Trustees participated with comments and questions.

Trustee Osmundson made a motion to table the resolution and have the safety committee develop a more comprehensive one. Trustee Orozco seconded the motion.

The board participated with additional comments and noted that the resolution was intended to curb violent behavior through better funding for mental health. A separate safety resolution that includes pesticides and other safety concerns could be developed. A change to the title of the resolution was discussed.

Trustees Osmundson and Orozco withdrew their motion.

Trustee DeRose moved to approve the resolution with a title change to read: Supporting Anti-Violence Measures. Trustee De Serpa seconded the motion. The motion passed unanimously.

### **12.4 Report, discussion and possible action to Approve Changes to the Board Meeting Schedule: Addition of Governance Training on Saturday, April 13, 2013, and the Deletion of April 27, 2013 Meeting.**

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

Trustee DeRose moved to approve this item, noting a correction to the date of April 27: it should be April 24<sup>th</sup>. Trustee Orozco 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 addition of 1 TOSA under Resignations. Trustee De Serpa seconded the motion. The motion passed unanimously.

#### **b. Classified Employees**

Trustee DeRose moved to approve the Classified Employee report with the addition of 1 Central Kitchen Manager under Separations from Service (Probationary Release). Trustee Orozco seconded the motion. The motion passed unanimously.

## **2.8 3 Expulsions**

### ***Actions on Expulsions:***

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

#### **12-13-061**

Trustee Ursino seconded the motion. The motion passed unanimously.

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

#### **12-13-062**

Trustee De Serpa seconded the motion. The motion passed unanimously.

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

#### **12-13-063**

Trustee Orozco seconded the motion. The motion passed unanimously.

## **14.0 UPCOMING BOARD MEETINGS/REMAINING BOARD MEETINGS FOR 2013**

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

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

## **15.0 ADJOURNMENT**

There being no further business to discuss, the Board adjourned at 11:04 PM.

---

Dorma Baker, Superintendent



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

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

Item No: 9.3

**Date:** April 10, 2013

**Item:** **Williams Uniform Complaint Quarterly Report  
(January, February and March 2013)**

**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** Williams Complaints filed.

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

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

**Superintendent's Signature:**

*Dermot Baker* (AA)

**QUARTERLY DISTRICT STATUS REPORT OF UNIFORM COMPLAINTS  
TO THE COUNTY SUPERINTENDENT OF SCHOOLS  
QUARTER ENDED MARCH 2013**

**DISTRICT:** Pajaro Valley Unified School District    Date Reported to District Governing Board: April 10, 2013

**I.            INSTRUCTIONAL MATERIALS**

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

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

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

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

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

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

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

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

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

**II.          TEACHER VACANCY OR MISASSIGNMENT**

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

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

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

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

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

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

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

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

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

**III.        FACILITIES**

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

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



# PAJARO VALLEY UNIFIED SCHOOL DISTRICT



## Board Agenda Backup

Item No: 9.4

**Date:** April 10, 2013

### **Item: High School Scholarship Committee 2012-13**

**Overview:** Each school year, per Administrative Policy 5314, administration submits a list of names to the Board of Trustees for nomination to each high school Scholarship Committee. The names reflect participation on the part of administration, classified staff, community, parents, students, and teachers. The group of individuals work together to review scholarship applications and determine scholarship(s). Principals nominate participants annually for their individual site and process.

**Recommendation:**

Approve Scholarship Committee membership as submitted. Administrative Policy 5314 requires Board approval of the Scholarship Committee for Watsonville High School, Aptos High School, Pajaro Valley High School, and Renaissance High School. AVCI is also included this year.

**Budget Considerations:** N/A

**Funding Source:**

**Budgeted:** Yes: ☐ No: ☐

**Amount:** \$

**Prepared By:** Murry Schekman, Assistant Superintendent of Secondary Education

**Superintendent's Signature:**

*Dorma Baker* (AA)



# WATSONVILLE HIGH SCHOOL

250 E. Beach Street  
(831) 728-6390

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

TO: Murry Schekman, Assistant Superintendent  
Secondary and Educational Services  
Pajaro Valley Unified School District  
FROM: Elaine Legorreta, Principal  
RE: Watsonville High School Scholarship Committee  
DATE: March 18, 2013

We are activating our Scholarship Committee. To comply with the Pajaro Valley Unified School District Administrative Procedure 5314, as Scholarship Chairperson, I am requesting that you contact the board and obtain their approval of the following members:

## NAME

## DEPARTMENT

Eric Olsen  
Gabriela Mora  
Federico Castaneda  
Tonia Latorre  
Debra Finney  
Bill Callahan  
Vivian Moutafian  
Delia Mendez  
Miguel Orejel

Chairperson  
Scholarship Coordinator  
Counselor  
Counselor  
English  
Science  
Math  
Social Studies  
MEST

Thank you,



# Aptos High School

"Home of the Mariners"

100 Mariner Way, Aptos, CA 95003-9603

(831) 688-6565 \* FAX: 688-6430 \* WEB SITE: [www.web.aptoshs.net](http://www.web.aptoshs.net)

## 2012-2013 Aptos High School Scholarship Committee

March 22, 2013

### **Guidance Department Representative:**

Tim Manor

### **Teacher Representatives:**

Cheryl DiGrazia

Sam Edwards

Larry Johnson

Tom Whitwam

Roberto Zuniga

### **Classified Staff Representative / Volunteers:**

Cheryl Nickel

Trish Cronin

### **Parent Representative:**

Michelle Olson

### **Student Representative:**

Sarah Jeffrey (Junior Class President)



# Pájaro Valley High School

Frank D. "Pancho" Rodríguez, Principal  
500 Harkins Slough Road  
Watsonville, California 95076-9453  
Telephone: (831) 728-8102  
FAX: (831) 728-6944

TO: Murry Schekman, Assistant Superintendent  
Secondary and Educational Services  
Pajaro Valley Unified School District  
FROM: Deanna Young, PVHS Assistant Principal of Guidance  
RE: Pajaro Valley High School Scholarship Committee 2013  
DATE: March 18, 2013

We are activating our Scholarship Committee. To comply with the Pajaro Valley Unified School District Administrative Procedure 5314, as Scholarship Chairperson, I am requesting that you contact the board and obtain their approval of the following members:

## NAME

## DEPARTMENT

Juanita Aguilera  
Diane Bensberg  
Maria Elena Valenzuela  
James Lucas  
Nancy Puente  
Greg Tucker  
Ximena Ospina  
Deanna Young

Migrant Counselor  
Classified/Watsonville Community Rep.  
Foreign Language/Social Science  
English  
Counselor  
English  
Counselor  
Scholarship Chairperson

# Renaissance High School

Artemisa P. Cortez, Principal  
11 Spring Valley Road  
La Selva Beach, CA 95076  
(831) 728-6344 Fax (831) 728-6419  
Artemisa\_Cortez@pvusd.net

March 29, 2013

TO: Murry Schekman, Assistant Superintendent of Secondary Education

RE: Renaissance Continuation High School Scholarship Committee

## **Teacher Representation**

Joel Amrani - Scholarship Coordinator  
Graciela Vega – English Language Specialist

## **Classified Representation**

Pat Horner – Office Manager  
Anna Solis – Community Service Liaison

## **Parent Representation**

Laura Garcia  
Camerino Barragan – SSC Chairperson (pending work schedule)

## **Student Representation**

ASB Student - To be determined (pending student elections)

Goal: To comply with the PVUSD Administrative Procedure 5314.

Thank you Murry for presenting our Scholarship Committee to the PVUSD Board Members.

Artemisa P. Cortez

# ***ACADEMIC VOCATIONAL CHARTER INSTITUTE***

Home of the White Tiger



*112 Diamond Drive, Watsonville, CA. 95076*  
*(831) 728-6225 Fax (831) 728-6233*

TO: Murry Schekman, Assistant Superintendent  
Secondary and Educational Services  
Pajaro Valley Unified School District  
FROM: Bruce White, Principal  
RE: AVCI Scholarship Committee  
DATE: March 18, 2013

We are activating our Scholarship Committee. To comply with the Pajaro Valley Unified School District Administrative Procedure 5314, as Scholarship Chairperson, I am requesting that you contact the board and obtain their approval of the following members:

<u>NAME</u>	<u>DEPARTMENT</u>
Bruce White	Chairperson
Michael Tennant	Business
Erin Hall	Fine and Applied Arts
Gary Liu	Math/Science
David Patino	Industrial Technology
Greg Ganz	English/Social Studies
Esther Morillo	Office Manager

Thank you,

Bruce White



## PAJARO VALLEY UNIFIED SCHOOL DISTRICT



### Board Agenda Backup

Item No: 9.5

**Date:** April 10, 2013

**Item:** Award for purchase of District Fuel through Card Lock System  
Bid #01-12/13

#### Overview:

Purchasing Services obtained bids for the purchase of fuel through a card lock system. The bid is for unleaded gasoline and diesel fuel. Fuel will be supplied to the District Maintenance vehicles along with other District vehicles based on a discount from the Oil Price Information Service (OPIS), Daily Rack Average for San Jose. Average gallons of unleaded fuel have been approximately 34,600 gal per year with approx. 3,000 gallons of diesel fuel for Maintenance equipment. Bids specified profit margin pricing. Up-charges for quantity differentials were also included. Profit margin price excluded all taxes and fees.

This bid is for a one (1) year contract with the option to renew for a second and third year in one (1) year increments at the discretion of the District. The bid was advertised as required by law. Bid specifications were sent to seven (7) perspective vendors. The District received three (3) responses. Bid was opened on March 25, 2013.

Copies of the bid are available for Board review in the Purchasing Services Department.

#### Bid Results based on vendor profit margin:

Coast Oil Co.	.095/gal. unleaded and diesel fuel
Moreno Petroleum Company	.23/gal. unleaded and diesel fuel
Flyers Energy	.165/gal. unleaded
	.16/gal. diesel fuel

Note: PVUSD purchases diesel fuel for our School Buses at a reasonable rate from the County of Santa Cruz as required by the contract for the lease of the Transportation Yard.

#### Recommendation:

The Administration recommends that the bid be awarded to Coast Oil Co., Watsonville, CA. in accordance with all terms and conditions of the proposal documents.

#### BUDGET CONSIDERATIONS

**Funding Source:** Funding through each department and school site as deemed appropriate

**Budgeted:** Yes: ☒ No: ☐  
**Amount:**

**Prepared By:** Rich Buse, Director of Purchasing & Safety *Rich Buse*

**Superintendent (signature):** *Dorma Baker* *(Signature)*



## Board Agenda Backup

Item No: 9.6

**Date:** April 10, 2013

**Item: Approval of Architectural Amendments, the Associated Projects and Project Budgets**

**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. On April 10, 2013 the Board approved the Construction Management Master Agreement Contracts of Blach Construction from Monterey, Kitchell from San Jose and Cummings Corporation 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 and the Program Management Team from Total School Solutions are assigning projects to the teams by amendments to their master agreements. The attached overview shows the Projects, the overall project budget and the amendment amounts 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 Projects and the Project Budgets related to these amendments. In addition 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:** \$1,245,452.00

**Prepared By:**

 Richard Mullikin, Director of Maintenance, Operations & Facilities

**Superintendent's Signature:**

 Dorma Baker

Attachment to Board Agenda Item Number: \_\_\_\_\_

Board Meeting Date \_\_\_\_\_ April 10, 2013

It is recommended that the Board approve the Amendments to the Architectural Contracts as indicated below. The Construction Management Contracts Amendments will be presented at the next Board Meeting. In addition it is recommended that the Board approve the Projects and the Project Budgets related to these amendments. The total estimated cost of the project includes all cost to complete the project including the Architect and the Construction Management amendments as well as the construction cost.

Area	Aptos High School Area Team						
Project Team	Kasavan Architects and Kitchell Construction Management						
Project Number	Project Description	Funding Source	Series	Total Estimated Project Cost	Estimated Construction Cost	Architect Addendum Amount	Construction Management Addendum Amount
8121-1	Bradley Elementary School Playground Structure	Measure L	A	\$138,836.00	\$90,300.00	\$10,836.00	Next Board Meeting
Project Notes	A new play structure will be installed and all site work associated with the installation.						
8135-1	Mar Vista Elementary School Playground Structure	Measure L	A	\$16,528.00	\$10,750.00	\$1,290.00	Next Board Meeting
Project Notes	A new play structure will be installed and all site work associated with the installation.						
Totals				\$155,364.00		\$12,126.00	\$0.00

Area	Pajaro Valley High School Area Team						
Project Team	NTD Architecture and Cumming Corporation						
Project Number	Project Description	Funding Source	Series	Total Estimated Project Cost	Estimated Construction Cost	Architect Addendum Amount	Construction Management Addendum Amount
8372-1	Freedom Elementary School Playground Structure	Measure L	A	\$70,110.00	\$45,600.00	\$5,472.00	Next Board Meeting
Project Notes	A new play structure will be installed and all site work associated with the installation.						
8391-1	Radcliff Elementary School Playground Structure	Measure L	A	\$79,335.00	\$51,600.00	\$6,192.00	Next Board Meeting
Project Notes	A new play structure will be installed and all site work associated with the installation.						
8381-1	H.A Hyde Elementary School Playground Structure	Measure L	A	\$70,110.00	\$45,600.00	\$5,472.00	Next Board Meeting
Project Notes	A new play structure will be installed and all site work associated with the installation.						
8361-1	Calabasas Elementary School Playground Structure	Measure L	A	\$49,200.00	\$32,000.00	\$3,840.00	Next Board Meeting
Project Notes	A new play structure will be installed and all site work associated with the installation.						
8341-1	Amesti Elementary School Playground Structure	Measure L	A	\$138,836.00	\$90,300.00	\$10,836.00	Next Board Meeting
Project Notes	A new play structure will be installed and all site work associated with the installation.						
8401-1	Starlight Elementary School Playground Structure	Measure L	A	\$139,913.00	\$91,000.00	\$10,920.00	Next Board Meeting
Project Notes	A new play structure will be installed and all site work associated with the installation.						
Totals				\$547,504.00		\$42,732.00	\$0.00

Area	The Watsonville High Area Team						
Project Team	HMC Architects and Blach Construction Management						
Project Number	Project Description	Funding Source	Series	Total Estimated Project Cost	Estimated Construction Cost	Architect Addendum Amount	Construction Management Addendum Amount
8531-1	Hall District Elementary School Playground Structure	Measure L	A	\$195,878.00	\$127,400.00	\$15,288.00	Next Board Meeting
Project Notes	A new play structure will be installed and all site work associated with the installation.						
8551-1	Ohlone Elementary School Playground Structure	Measure L	A	\$69,956.00	\$45,500.00	\$5,460.00	Next Board Meeting
Project Notes	A new play structure will be installed and all site work associated with the installation.						
8541-1	MacQuiddy Elementary School Playground Structure	Measure L	A	\$276,750.00	\$180,000.00	\$21,600.00	Next Board Meeting
Project Notes	A new play structure will be installed and all site work associated with the installation.						
Totals				\$542,584.00		\$42,348.00	\$0.00

Total Impact of the Board Item \$1,245,452.00

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

Project Location/School: Bradley Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8121

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

Project Schedule Milestones

Start of Design: April 10, 2013  
DSA Submittal: May 27, 2013  
Project Bid Date: June 27, 2013

**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 installation of owner furnished and contractor installed play structures, (1) 2-5 age group and (1) 5-12 age group structure, in an existing play area at the school, between the admin office and a cluster of portable classrooms. Also the Kindergarten play area box, drainage, and Fibar fill shall be replaced. The play area surface is to be engineered wood fiber fill material. The project scope will include providing an accessible path to the play structure equipment as well as an accessible path from the play area to classrooms and/or drop off areas as determined by DSA's Access Compliance Review. Access paths to the play structures within the play area will be surfaced with interlocking rubber tile mats. 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: \$90,300

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

Project Compensation:

Twelve Percent (12%)

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: Bradley Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8121

**SIGNED:**

**ARCHITECT:**

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

4/2/13

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

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

Project Location/School: Mar Vista Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8135

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

Project Schedule Milestones

Start of Design: April 10, 2013  
DSA Submittal: May 27, 2013  
Project Bid Date: June 27, 2013

**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 only the installation of accessible paths to the existing play structures, which should encompass providing both an accessible path to the play structure equipment as well as an accessible path from the play area to classrooms and/or drop off areas as determined by DSA's Access Compliance Review. The play area surface is engineered wood fiber fill material. Access paths to the play structures within the play area will be surfaced with interlocking rubber tile mats. 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: \$10,750

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: TWELVE PERCENT (12%)

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: Mar Vista Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8135

**SIGNED:**

**ARCHITECT:**

Date:

4/3/13

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

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

Project Location/School: Freedom Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8372

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

Project Schedule Milestones

Start of Design: April 10, 2013  
DSA Submittal: May 27, 2013  
Project Bid Date: June 27, 2013

**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 installation of an owner furnished and contractor installed play structure, (1) 5-12 age group structure, in an existing play area at the school, adjacent to relocatable classroom No. 44. The play area surface is to be engineered wood fiber fill material. The project scope will include providing an accessible path to the play structure equipment as well as an accessible path from the play area to classrooms and/or drop off areas as determined by DSA's Access Compliance Review. Access paths to the play structures within the play area will be surfaced with interlocking rubber tile mats. 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: \$45,600

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: \$ 5,472.00

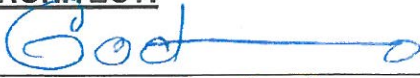
Based on the project budgets, compensation for Basic Services, as defined by Articles 1 and 5 of the Master Agreement shall not exceed 9% of the Project Budget for New Construction, nor 12% of the Project Budget for Modernization and other projects.

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

Project Location/School: Freedom Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8372

**SIGNED:**

**ARCHITECT:**



Date: 4-2-13  
C-22239

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

**DISTRICT:**

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: Radcliff Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8391

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

Project Schedule Milestones

Start of Design: April 10, 2013  
DSA Submittal: May 27, 2013  
Project Bid Date: June 27, 2013

**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 installation of an owner furnished and contractor installed play structure, (1) 5-12 age group structure, in a new play area at the school. The play area surface is to be engineered wood fiber fill material. The project scope will include providing an accessible path to the play structure equipment as well as an accessible path from the play area to classrooms and/or drop off areas as determined by DSA's Access Compliance Review. Access paths to the play structures within the play area will be surfaced with interlocking rubber tile mats. 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: \$51,600

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: \$6,192.00

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: Radcliff Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8391

**SIGNED:**

**ARCHITECT:**



Date: 4-2-13  
C-22239

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

**DISTRICT:**

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: HA Hyde Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8381

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

Project Schedule Milestones

Start of Design: April 10, 2013  
DSA Submittal: May 27, 2013  
Project Bid Date: June 27, 2013

**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 installation of an owner furnished and contractor installed play structure, (1) 5-12 age group structure, in an existing play area at the school adjacent to the hard courts. The play area surface is to be engineered wood fiber fill material. The project scope will include providing an accessible path to the play structure equipment as well as an accessible path from the play area to classrooms and/or drop off areas as determined by DSA's Access Compliance Review. Access paths to the play structures within the play area will be surfaced with interlocking rubber tile mats. 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: \$45,600

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:

\$54,729.00

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: HA Hyde Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8381

**SIGNED:**

**ARCHITECT:**



Date: 4-2-13  
C-22239

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

**DISTRICT:**

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: Calabasas Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8361

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

Project Schedule Milestones

Start of Design: April 10, 2013  
DSA Submittal: May 27, 2013  
Project Bid Date: June 27, 2013

**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 providing accessible paths of travel to play structure equipment at two existing play areas on the school site. The play area surface is engineered wood fiber fill material. An ADA compliant ramp is to be added to the playground equipment next to the hard courts. The project scope will include providing an accessible path to the play structure equipment as well as an accessible path from the play area to classrooms and/or drop off areas as determined by DSA's Access Compliance Review. Access paths to the play structures within the play area will be surfaced with interlocking rubber tile mats. 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: \$32,000

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: \$ 3,840.00

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: Calabasas Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8361

**SIGNED:**

**ARCHITECT:**

Date: 4-2-13  
C-22239

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

**DISTRICT:**

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: Amesti Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8341

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

Project Schedule Milestones

Start of Design: April 10, 2013  
DSA Submittal: May 27, 2013  
Project Bid Date: June 27, 2013

**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 installation of owner furnished and contractor installed play structures, (1) 2-5 age group and (1) 5-12 age group, in existing play areas at the school, located behind Wing B and adjacent to kindergarten classrooms. The play area surface is to be engineered wood fiber fill material. The project scope will include providing an accessible path to the play structure equipment as well as an accessible path from the play area to classrooms and/or drop off areas as determined by DSA's Access Compliance Review. Access paths to the play structures within the play area will be surfaced with interlocking rubber tile mats. 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: \$90,300

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

Project Compensation: \$10,836.00

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: Amesti Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8341

**SIGNED:**

**ARCHITECT:**



Date: 4-2-13

C-22239

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

**DISTRICT:**

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: Starlight Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8401

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

Project Schedule Milestones

Start of Design: April 10, 2013  
DSA Submittal: May 27, 2013  
Project Bid Date: June 27, 2013

**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 installation of owner furnished and contractor installed play structures, (2) 5-12 age group structures, in the existing main play area at the school, providing additional Fibar as needed to eliminate tripping hazards and adding a perimeter curb. The play area surface is to be engineered wood fiber fill material. The project scope will include providing an accessible path to the play structure equipment as well as an accessible path from the play area to classrooms and/or drop off areas as determined by DSA's Access Compliance Review. Access paths to the play structures within the play area will be surfaced with interlocking rubber tile mats. 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: \$91,000

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: \$10,920.00

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: Starlight Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8401

**SIGNED:**

**ARCHITECT:**



Date: 4-2-13  
C-22239

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

**DISTRICT:**

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 District Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8531

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

Project Schedule Milestones

Start of Design: April 10, 2013  
DSA Submittal: May 27, 2013  
Project Bid Date: June 27, 2013

**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 installation of owner furnished and contractor installed play structures, (1) 2-5 age group and (2) 5-12 age group structures, in existing play areas at the school including: the main play area; the play area south of portable classrooms 7F and 8F; and adjacent to kindergarten classrooms 1 and 2. The play area surface is to be engineered wood fiber fill material. The project scope will include providing an accessible path to the play structure equipment as well as an accessible path from the play area to classrooms and/or drop off areas as determined by DSA's Access Compliance Review. Access paths to the play structures within the play area will be surfaced with interlocking rubber tile mats. 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: \$127,400

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: \$ 15,288.00


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: Hall District Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8531

**SIGNED:**

**ARCHITECT:**

  
Date: 4.2.13

HMC Architects  
1570 The Alameda Ste. 330  
San Jose, CA 95126  
408.977.9160  
lee.salin@hmcarchitects.com

**DISTRICT:**

\_\_\_\_\_  
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: Ohlone Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8551

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

Project Schedule Milestones

Start of Design: April 10, 2013  
DSA Submittal: May 27, 2013  
Project Bid Date: June 27, 2013

**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 installation of an owner furnished and contractor installed play structure, (1) 5-12 age group structure, in an existing play area at the school. The play area surface is to be engineered wood fiber fill material with repair and replacement of the existing play area curb. The project scope will include providing an accessible path to the play structure equipment as well as an accessible path from the play area to classrooms and/or drop off areas as determined by DSA's Access Compliance Review. Repair and painting of an existing wooden bench is also anticipated. Access paths to the play structures within the play area will be surfaced with interlocking rubber tile mats. 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: \$ 45,500

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: \$5,460.00

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: Ohlone Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8551

**SIGNED:**

**ARCHITECT:**

  
Date: 4.2.13

HMC Architects  
1570 The Alameda Ste. 330  
San Jose, CA 95126  
408.977.9160  
lee.salin@hmcarchitects.com

**DISTRICT:**

\_\_\_\_\_  
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: MacQuiddy Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8541

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

Project Schedule Milestones

Start of Design: April 10, 2013  
DSA Submittal: May 27, 2013  
Project Bid Date: June 27, 2013

**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 installation of owner furnished and contractor installed play structures, (2) 2-5 age group and (2) 5-12 age group structures, in existing play areas at the school, including: behind portable classrooms 4E and 5E; behind Wing C; and adjacent to the Kindergarten Wing. The play area surface is to be engineered wood fiber fill material. The project scope will include providing an accessible path to the play structure equipment as well as an accessible path from the play area to classrooms and/or drop off areas as determined by DSA's Access Compliance Review. Access paths to the play structures within the play area will be surfaced with interlocking rubber tile mats. 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: \$180,000  
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: \$ 21,600.00  
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: MacQuiddy Elementary School  
Project Name: Playground Structure Installation  
Project Number (District's 4 digit code): 8541

**SIGNED:**

**ARCHITECT:**

  
Date: 4.2.13

HMC Architects  
1570 The Alameda Ste. 330  
San Jose, CA 95126  
408.977.9160  
lee.salin@hmcarchitects.com

**DISTRICT:**

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

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



## Board Agenda Backup

Item No: 9.7

**Date:** April 10, 2013

**Item:** **Approval of Construction Management Firm's Contracts to provide Construction Management services on upcoming projects.**

**Overview:** In July, 2012 the Maintenance, Operations and Facilities staff started the process to solicit Request for Qualifications (RFQ) for Construction Management (CM) Services. On August 17, 2012 the RFQ was distributed. The District received 12 replies. The submitted replies were reviewed by Richard Mullikin, Gregory Giuffre, Rich Buse, Mark Edwards and Steve Okamura.

After careful review of the 12 submitted replies to the RFQ, the group selected the top 8 firms and interviews were set-up. The interview panel was Steve Okamura, Gregory Giuffre, Richard Mullikin, Paul Anderson and Rich Buse. The group completed the interviews on October 26, 2012. The top three Construction Management (CM) firms were Blach Construction from Monterey, Kitchell from San Jose and Cumming Corporation from San Jose. On December 5, 2012 the Board approved these three firms. Staff has worked with all three CM firms and legal counsel to finalize the Construction Management contract. All three CM firms will be signing the same contract. Staff will present project specific fee amendments for these contracts to the Board for approval.

**Recommendation:** It is recommended that the Board approve the Construction Management Contracts of Blach Construction, Kitchell and Cumming Corporation and authorize the Director of Maintenance, Operations and Facilities to execute the three master contracts.

**Budget Considerations:**

**Funding Source:** Measure L Bond Funds

**Budgeted:** Yes: ☒ No: ☐

**Amount:** None at this time

**Prepared By:** Richard Mullikin  
Richard Mullikin, Director of Maintenance, Operations & Facilities

**Superintendent's Signature:** Dorma Baker (AA)  
Dorma Baker

Complete agreement.  
for Blach Const.  
Pg 1 and signature

MASTER AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES Page  
Included for 2 others.  
agreement  
wording  
same

This Construction Management Agreement ("Agreement") is made and entered into effective April 10, 2013, by and between the Pajaro Valley Unified School District ("District") and Blach Construction Company, a California Corporation ("Construction Manager").

NOW, THEREFORE, the parties agree as follows:

1. **RETENTION OF CONSTRUCTION MANAGER.** District and Construction Manager agree that Construction Manager has been retained to assist in the development and construction of projects as assigned by the District. Each project under this Agreement (each, a "Project") shall be described in a written addendum hereto, agreed upon by the parties ("Addendum"). Each Project specific Addendum shall set forth, in part, the Project scope and budget, the Construction Managers compensation, and the Project Schedule. The Construction Manager shall be one of the District's representatives and agents on each Project, and shall act as an extension of the District's staff. The Construction Manager shall be responsible for the overall coordination, administration and scheduling of all work on each Project. The Construction Manager shall be responsible, to the extent described in this Agreement, for ensuring in a competent and professional manner that each Project is properly completed within the District's budget and in accordance with the District's schedule for timely completion of the Project. The term of this Agreement shall be through final completion of the Project work and closeout of the Project finances, and through the warranty period for each Contract. The warranty period shall not include the specific equipment warranty periods. Construction Manager and its subconsultants on each Project shall not be allowed to bid on any of such Project's construction work, including any and all prime contracts.

2. **DEFINITIONS.** The following terms shall have the indicated meanings in this and other District documents related the this contract:

- A. **Additional Services.** "Additional Services" shall mean those services in addition to the Basic Services that are provided by the Construction Manager and authorized in writing by the District, and as defined further in Article 4.A.4. Additional Services.
- B. **Agreement:** "Agreement" shall mean this Construction Management Agreement, inclusive of all amendments and modifications approved by the District in writing.
- C. **Architect:** The "Architect" is the Architect of Record engaged by the District to provide design, documentation and construction observation services for the District for each Project.
- D. **Basic Services:** Those services detailed in Article 4. DUTIES AND RESPONSIBILITIES OF CONSTRUCTION MANAGER of this document.

- E. **Construction Manager:** Blach Construction Company and its officers, shareholders, owners, partners, employees, agents and authorized agents.
- F. **Contract Documents:** Those documents which are required for the construction of each Project, including, but not limited to the Agreement between the District and the Contractor; the Lease Leaseback Agreement and associated documents; the complete, approved drawings and specifications setting forth in detail sufficient for public works construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical and food service systems, utility service connected equipment and site work.
- G. **Contractor:** One or more Contractors awarded a Contract or selected by the District to perform the designated work, including but not limited to individual prime or trade Contractors, or lease leaseback agents ultimately awarded or selected to perform work on each Project or any replacement.
- H. **District:** The Pajaro Valley Unified School District and its Board of Trustees members, employees, agents and authorized representatives.
- I. **Project:** With respect to each addendum hereto, the work of improvement described therein, and the construction thereof, including the Construction Manager's services thereon, as described in this Agreement.
- J. **Project Construction Budget:** For each Project, the estimate of total construction costs to the District for each Project as initially agreed upon in writing by the District and the Construction Manager and as subsequently revised, pursuant to Section 4.B.3 hereof, and approved by the District. The Project Construction Budget shall not be revised at the time the District enters a construction contract, even if the value of the construction contract exceeds the Project Construction Budget.
- K. **Project Construction Estimate:** An estimate prepared by the Construction Manager, constituting the Construction Manager's professional opinion, of the cost of the work included in the Contract Documents prepared by the Architect of Record for the Project. The Project Construction Estimates shall be prepared in accordance with Section 4.B.3 of this agreement.
- L. **Program Manager:** The entity engaged by the District to administer, plan and oversee the Measure L Bond Program.

3. **PAYMENT OF CONSTRUCTION MANAGER.**

A. For services satisfactorily performed, Construction Manager shall be compensated according to the lump sum fee, identified in the applicable Project specific Addendum to this Agreement, specifying separate fees for Preconstruction Services and for

Construction Services. Payments shall be in equal monthly increments for Preconstruction Services and for Construction Services based on the Project schedule included in the applicable Project specific Addendum to this Agreement.

B. Construction Manager shall submit monthly invoices for each project. If District disputes a portion of the invoice, it shall notify Construction Manager within twenty (20) days and meet and confer with Construction Manager to resolve the dispute. District shall pay the undisputed amount of any invoice within thirty (30) days of receipt of the invoice. Failure of District to dispute an invoice within twenty (20) days shall not act as a waiver of District's rights to later challenge the validity of the invoice and withhold for the potentially invalid portion.

C. If Construction Manager reaches the lump sum amount set forth in the amendment to this Agreement for a project before its services for the project are complete, Construction Manager shall complete its services under this Agreement and shall not be entitled to any further compensation. Any additional services must be pre-approved in writing by the District. If any additional services are authorized they shall be performed by the Construction Manager and shall be paid by the District. For any Preconstruction phase of Construction Manager's work, Construction Manager may only invoice that portion of the Project work identified for Preconstruction Services in the approved amendment to the Agreement, unless otherwise previously agreed to by the District.

D. District may withhold from payments to Construction Manager to the extent that Construction Manager's negligence, recklessness or willful misconduct caused District to incur damages or costs. Notwithstanding any other provision of this Agreement, in the event a change order is caused by, or necessitated as a result of negligence, recklessness or willful misconduct by the Construction Manager, or the District otherwise incurs costs or damages as a result of the Construction Manager's negligence, recklessness or willful misconduct, the Construction Manager shall be responsible for the cost of the following:

In the event of such a change order, Construction Manager shall be responsible for the difference between (a) what the contractor would have added to its original bid, or its contract price, for the Project if the Construction Manager's negligence, recklessness or willful misconduct had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Construction Manager's negligence, recklessness or willful misconduct and the change order work necessitated by the negligence, recklessness or willful misconduct. It is the parties' intent that the District should pay no more than what the District would have paid if the negligence, recklessness or willful misconduct had not occurred.

E. Construction Manager may invoice separately for additional services that it performs at District's written direction that are outside the scope of this Agreement. Construction Manager shall not be compensated for any additional services required as a result of Construction Manager's wrongful acts or omissions in breach of this Agreement, the applicable standard of care, or law.

F. District has the right to audit Construction Manager's records regarding any of the work performed by Construction Manager for District on each Project.

**4. DUTIES AND RESPONSIBILITIES OF CONSTRUCTION MANAGER.**

**A. General Duties and Responsibilities.**

1. Construction Manager will administer all phases of construction activities to achieve the completion of all construction contracts and each Project in accordance with the contract requirements and the applicable standard of care for reasonable professional skill and care for the Project's circumstances. All services performed by the Construction Manager under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by similar construction managers, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). Construction Manager shall provide such other services as are reasonable and necessary to assist District in the maintenance of the Project budget and schedule. Construction Manager shall perform the services set forth in this Agreement as expeditiously as is consistent with the orderly progress of the Project, the applicable standard of care, the timing requirements of this Agreement, and all applicable law.

2. Staffing. Construction Manager shall provide sufficient staffing to timely perform its duties and responsibilities under this Agreement, including coordination of the work to optimize efficiency and minimize conflict and interference between the various Contractors on-site. All personnel provided by Construction Manager shall be qualified to perform the services for which they are provided. Construction Manager shall obtain District's approval of each employee of Construction Manager who provides services under this Agreement, and approval of each change of employees who are providing such services. District may, upon fifteen (15) days written notice, cause Construction Manager to remove a person from a Project if he/she has failed to perform to District's satisfaction. Construction Manager shall provide a full-time Project Manager during the construction phase with authority to commit resources of Construction Manager to monitor, manage and administer all aspects of this Agreement to help achieve the completion of all construction. Should additional employees be required to timely perform all of the services required under this Agreement and/or to avoid delay occurring, Construction Manager shall provide them immediately.

3. Disclosure. Construction Manager shall disclose to District all subconsultants performing services related to each Project. Construction Manager shall also disclose to District all compensation related to a Project received by Construction Manager from parties other than the District.

4. Additional Services. If District directs Construction Manager to perform services related to a Project that are not within the scope of this Agreement,

Construction Manager shall perform them and invoice the District for such services pursuant to Section 3.E.

5. Obligation to Perform. The Construction Manager shall provide all construction management duties and functions as specifically directed by the District, even if not specifically identified in this Agreement. The Construction Manager shall perform all tasks as directed by District to complete each Project and Construction Manager's services. The Construction Manager may not cease performance of its services under this Agreement for any reason, including disputes with the District or alleged breach of contract by the District. The Construction Manager acknowledges that its priority is to see that each Project and the Construction Manager's services are completed, and that disputes with the District, if not resolved during the Project, can wait for resolution until after completion of the Project. If the Construction Manager believes that the District owes additional compensation under this Agreement, then the Construction Manager may submit a request for additional compensation, but the Construction Manager may not cease or reduce performance of its services due to its belief that it is owed additional compensation.

**B. Preconstruction, Design Review, and Bidding Phase.**

The services to be provided during the Preconstruction, Design Review and Bidding Phase for each Project generally include, but are not limited to, providing responsible reporting, documentation, recommendations and supervision of pre-construction master scheduling, review and recommendations during the design development, preparation of estimates, budget assessment and cost containment advice, value engineering studies and recommendations, and constructability reviews as further identified below.

1. Construction Management Plan. The Construction Manager shall prepare a construction management plan for each Project. The construction management plan shall (1) provide a preliminary evaluation of the District's schedule, cost and design requirements for the Project; (2) develop an anticipated construction schedule; (3) develop a preliminary cost estimate for each type of work contemplated by the Project; (4) clarify the Architect's duties, the Contractors' responsibilities, the Program Manager's responsibilities, the District's responsibilities, the Construction Manager's responsibilities; and (5) set forth a plan for the administration and coordination of all work on the Project. The plan shall provide for Architect, the Program Manager and District review and acceptance.

2. Preliminary Schedule. Prior to the issuance of a Project for bidding, or, in the case of a lease-leaseback contract, the selection of a Contractor for such Project, the Construction Manager shall prepare a preliminary critical path schedule for the Project using software showing phasing and critical milestones, procurement and submittal activities, any other critical path activities, and sequencing and duration of the Project. The preliminary master schedule shall specify the proposed starting and finishing dates for the contract and the dates by which certain activities and milestones must be complete. The Construction Manager shall submit the preliminary schedule to the District for review and approval.

3. Project and Construction Estimates. The Construction Manager shall prepare initial and revised Project Construction Cost estimates at each phase of the Project's development including Schematic Design, Design Development, 50% Construction Documents and at DSA submittal, which shall be an estimate of the total Project Construction Cost to be paid by the District to the Contractors, including a 10% contingency for additional construction costs that may arise through higher bids than expected, future increases in construction costs, and change orders. The Construction Manager shall assist Architect to ensure that during the Architect's development of the design documents the value of the scope of work remains equal to or less than the District's Project Construction Budget for the Project. The Project Construction Cost estimate shall provide breakdowns of cost based on the anticipated trades and/or subcontractors. Prior to bid, the Construction Manager shall consult with the Architect and District to suggest reasonable adjustments in the scope of a Project, if any, and to suggest alternate bids in the construction documents to adjust the construction costs to conform to the Project Construction Budget.

4. Bid Package. If the District will solicit bids or proposals for a Project, the Construction Manager shall, with assistance from the Architect, prepare the bid package(s) and ensure that all Project requirements (including General Conditions) are included. Plans and bidding documents shall be developed in such manner as to allow bidding on a trade or work category basis for individual prime construction contracts if deemed so necessary and agreed upon by the District. Construction Manager will be responsible for assembly of bid package(s), and preparation of all cover information to assure that all items as indicated on the cover information are included in bid documents.

5. Pre-Bid Conferences. The Construction Manager shall, with the assistance of the Architect and the District, disseminate the bid package(s) and conduct pre-bid conferences to familiarize bidders with the bidding documents and management techniques. The Construction Manager shall also assist the Architect with responding to questions from prospective bidders, and with the issuance of addenda. If requested by District, the Construction Manager shall assist the District in pre-qualifying Contractors for the bid package(s).

6. Project Meetings. The Construction Manager shall conduct Project meetings attended by the District, Architect and others on a weekly basis, if not more frequently as needed or as requested by District. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of design progress. The Construction Manager shall prepare and distribute minutes of these meetings to the District, Architect, the Program Manager and others in attendance.

7. Review of Design and Contract Documents. Prior to DSA submittal, the Construction Manager shall thoroughly and adequately review the Architect's proposed Contract Documents and make detailed written recommendations to the District and the Architect regarding constructability, ability of the documents to permit accurate and complete bids, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible additive/deductive bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work if deemed necessary and

approved by the District. The recommendations resulting from such review shall be provided to the District and the Architect in writing or as notations on the design documents and Contract Documents. By performing the reviews and making recommendations, the Construction Manager shall not be acting in a manner so as to assume responsibility or liability, in whole or in part, for any aspect of the Project design, design requirements, design criteria or the substance or contents of the design documents. Where the Architect has utilized building information technology in the development of the project drawings, the Construction Manager shall use such technology during the constructability review. The constructability review shall ascertain whether the Project, as depicted in the design documents, accurately and completely reflect the District's Project objectives so that the prime Contractor(s) can construct the Project as depicted in the design documents, and can reasonably do so without delays, disruptions, or additional costs. The scope of the constructability review shall include, but not be limited to, (a) written confirmation and evidence that the Construction Manager has directly and thoroughly reviewed all design documents, (b) written confirmation that requirements noted in the design documents are consistent with and conform to the District's Project requirements, and (c) written confirmation that the various components of design documents prepared by the Architect and its design consultants have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.

The District shall have the sole and exclusive discretion to accept some, all, or none of the constructability review comments. If the District accepts any of the constructability review comments and directs Architect to revise the design accordingly, then Construction Manager shall review the revised design documents from Architect to confirm that the accepted comments have been addressed in the design documents. However, the Architect shall have sole discretion to include only the comments which, in their professional judgment, meet applicable codes and standards of care.

The Construction Manager shall review the Architect's Storm Water Pollution Prevention Plan (SWPPP), if any, and provide written recommendations to the District and Architect as to its adequacy. The Architect shall retain the responsibility for submission and approval for all SWPPP for each project.

8. Project Funding. The Construction Manager shall assist the District in preparing documents for reporting on estimated or projected costs in relation to the Project Construction Budget and for use in obtaining or reporting on Project funding. The documents shall be prepared in a format approved by the District. The Construction Manager shall make recommendations to the District concerning revisions to the Project and Project Construction Budget that may result from design changes.

9. Schedule Reports. The Construction Manager shall prepare and distribute biweekly reports that compare actual progress with scheduled progress for the design phases of each Project.

10. Project Cost Reports. The Construction Manager shall prepare and distribute Project cost reports that shall indicate actual or estimated costs compared to the Project Construction Budget.

## 11 . Bidding, Bid Opening, and Evaluation.

11.1 The Construction Manager shall develop and expedite procedures for bidding or otherwise selecting a Contractor for each Project, including document issuance, bid or proposal tracking, and receipt of bids or proposals with regard to each of the Projects. The Construction Manager shall develop contractors' interest in each Project and shall maintain contact with potential contractors for each Project on a regular basis throughout the bid or selection period. If a Project is to be bid, a procurement solicitation shall be conducted by the Construction Manager to stimulate and maintain interest in bidding on the bid package(s).

11.2 All construction work for the Project shall be competitively bid unless otherwise required by the District.

11.3 If a Project is funded with any State funds, Construction Manager shall comply with all applicable State Allocation Board ("SAB") and California Department of Education ("CDE") requirements at the time of submittal.

11.4 If a Project is to be bid, the Construction Manager shall coordinate the preparation and placement of the notices and advertisements to solicit bids for the bid package(s) as required by law in cooperation with the District and Architect. If delegated to Construction Manager by the District, the Construction Manager shall, in addition to the above, publish the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises, in which case the Construction Manager shall also prepare and submit the appropriate documentation to the OPSC, if required. Costs of publications associated with this section shall be paid by the District.

11.5 If necessary, the Construction Manager shall coordinate and expedite the preparation, assembly and delivery of bid documents and any addenda for bid package(s) to the prospective bidders, including the following, as applicable: Establish bid schedule by trade; prepare summaries of work for each bid package; arranging for printing, binding and wrapping; arranging for delivery; and follow-up calls to the prospective bidders. The Construction Manager shall administer the addenda process and shall provide a review of each addendum during the bid phase for time, cost, or constructability impact, and make appropriate comments or recommendations. The costs of printing, assembly, distribution and delivery of bid documents and addenda shall be paid by the District.

11.6 The Construction Manager shall include the following requirements in all proposed bid package documents or Lease-Leaseback Agreements: Performance bond at 100% of the contract amount; labor and material bond at 100% of the contract amount; insurance in amounts and coverage as directed by the District; and all sureties for the bonds must be admitted California sureties. The District may elect to waive the above requirements in accordance with District procurement policies.

11.7 If a Project is bid or if proposals are solicited, the Construction Manager shall open and evaluate all bids or proposals received, and make

recommendations to the District for award of contract or rejection of all bids or proposals. Construction Manager shall assist the District in determining the responsibility of bidders by, among other things, analyzing questionnaires, interviewing, investigating and researching, and shall submit a written report to the District and Architect with this information and recommendations. A bid package or proposal summary shall be submitted by Construction Manager that lists the estimated cost for the bid package from the Project Construction Cost, the name of the low bidder, and the low bid amount. If applicable, the summary of bids shall classify all bids according to SAB cost allowance categories; and when a bid includes work in more than one cost category, the summary shall assign an appropriate amount to each.

11.8 In the event the District authorizes re-bidding of a bid package on a Project that has been previously been put out for bids, the Construction Manager shall assist the Architect in revising the scope and the quality of work as may be required to reduce the construction costs for such bid packages. The Construction Manager, without additional compensation, shall cooperate with the District and Architect as necessary to bring construction costs within the Project Construction Budget.

11.9 Construction Manager shall certify in writing that each bid package or request for proposals includes everything necessary to require the Contractor to perform the work in the plans and specifications for each Project.

11.10 The Construction Manager shall not be a bidder or perform work for any bidder on a bid package.

12. Proposal Evaluation and Solicitation. For work which need not be competitively bid, the Construction Manager shall, in accordance with applicable District policy, solicit requests for proposals, evaluate all proposals received, and make recommendations to the District regarding Contractors to be selected for such work.

13. Pre-Construction Conferences. With the Architect's assistance, the Construction Manager shall conduct pre-construction conferences with the successful bidder(s) on the bid package(s), and shall serve to orient the Contractor(s) to the various reporting procedures and site rules prior to the commencement of actual construction. The Construction Manager shall obtain the certificates of insurance and bonds, in addition to all related required documents and forms as required by the Project Contract Documents, from the Contractor(s) and forward a complete package of such documents to the District after approval by the Construction Manager.

14. Equipment Procurement. The Construction Manager shall recommend a schedule for the District's purchase, procurement and/or rental of owner-furnished materials and equipment required for each Project.

15. Communications. The Construction Manager shall develop a communication system to ensure clear communication between the District, the Program Manager, the Construction Manager, the Architect, Contractor(s) and other parties involved with each Project. In developing this communication system, the Construction Manager shall meet

with the District, the Program Manager, the Architect and others to determine the type of information to be reported, the reporting format and the desired frequency for distribution of the various reports.

**C. Construction Phase.**

1. Construction and Contract Administration. The Construction Manager shall provide administrative, management, and related services as required to coordinate work of the Contractor with the activities and responsibilities of the Construction Manager, the District, and the Architect to complete each Project in accordance with the Project's plans and specifications, Contract Documents and this Agreement and within the Project Construction Budget, as well as the District's time, and quality objectives. As the District's representative on the construction site, the Construction Manager shall be the party to whom all information shall be submitted by Contractor(s). Construction Manager shall be responsible for administration of construction contract(s) as set forth herein, and managing the Contractor and its work in accordance with the Project schedule, scope and budget to optimize efficiency and minimize conflict and interference between Contractor and others, including testing, inspections, requests for information ("RFI"), submittals, shop drawings, and proposed change orders ("PCO"). Construction Manager shall prepare and provide written monthly progress reports, including information on progress, problems, potential solutions, schedule, and fiscal conditions. Construction Manager shall meet with District on an as-needed basis or at the District's request.

2. Project Site Meetings. The Construction Manager shall schedule and conduct preconstruction, construction and progress meetings to discuss all matters relevant to construction of each Project, including but not limited to procedures, progress, inspections, necessary corrective work, problems, requests for information, proposed change orders, and scheduling. During construction, the meetings shall occur weekly, if not more frequently. The Construction Manager shall prepare and distribute detailed minutes to all attendees, the District and the Architect.

3. Budget Management and Cost Control. The Construction Manager shall manage and facilitate each Project to ensure that it is constructed in accordance with the scope and budget expectations of the District. The District's budget for total construction costs may not be exceeded without prior written approval by District. If the lowest responsible and responsive bid exceeds the Project Construction Cost estimate, the District may consent to increasing the Project Construction Cost estimate and/or its budget for total construction costs, may authorize negotiations (if permissible), may direct re-bidding of the bid package, or may abandon the bid package or the Project, and Construction Manager shall assist in all these activities. If bids or proposals on the early bid packages exceed the Project Construction Cost or budget amounts for them, then Construction Manager, in coordination with the Architect, shall recommend changes to the later bid packages or requests for proposals to keep the total construction costs within the District's budget for total construction costs. The Construction Manager shall prepare and distribute monthly Project cost reports that shall indicate actual or estimated costs compared to the Project Construction Estimate and the District's total Project Construction Budget, including a summary of the progress payments and the potential, proposed and actual change orders. The Construction Manager shall revise and refine the Project

Construction Cost, incorporating changes as they occur and identifying variances between actual and budgeted or estimated costs, and advise the District and Architect whenever projected costs exceed budget estimates, along with recommendations for elimination of future costs so the predicted total construction costs to be incurred will be within the District's budget for total construction costs.

4. Schedule. The Construction Manager shall ensure that the bid package requires the Contractor to submit a detailed critical path schedule within two (2) weeks of award of the contract. The Construction Manager shall collect this original schedule from Contractor before commencing work pursuant to its contract with the District. Construction Manager shall review and comment on the original schedule, and then provide the original schedule and comments to the District and Architect within one month of receiving the original schedule from Contractor. On a monthly basis, or more frequently if requested by District, the Construction Manager shall provide to the District, the Program Manager and Architect the updated schedule from the Contractor with the Construction Manager's comments.

The Contractor's original schedule and any updated schedule shall accurately reflect work performed on the Project through the status date, all construction tasks (including procurement), the critical path schedule for completion of the remainder of the Project, and the percentage of work completed. The schedule and all updates of it shall conform to the standards of the industry for critical path scheduling so that it can be effectively used to (a) evaluate any and all claims for additional compensation (either money or time extensions) submitted by Contractor for the Project, and (b) assess liquidated damages and other claims on behalf of the District against Contractor. The schedule and all updates shall reflect float being used by the Contractor and District on a first-come/first-served basis; shall be in critical path network format with critical paths clearly indicated; shall be prepared with MS Project or other format approved by the District; shall include reports sorting and listing the activities in order of increasing float, by early start date, and by late start dates.

The Contractor's schedule shall also conform to the deadlines in the preliminary schedule prepared by the Construction Manager, and where not possible it shall be accompanied by a written report indicating why it does not conform, what recovery plans are necessary to restore the schedule to conformance with the preliminary schedule, and what costs may result by enforcing the recovery plans. If the contractor's work does not progress according to the schedule, then Construction Manager shall immediately demand a recovery plan be submitted in accordance with the Project Contract Documents by the Contractor to restore its progress to meet the schedule. Any recovery plan shall reflect the corrective action and efforts to be undertaken by the Contractor to recapture lost time, and the costs of doing so; and this recovery plan shall be distributed to the District for its consideration with the Construction Manager's recommendations in writing.

5. Minor Variations in the Work. The Construction Manager may authorize minor variations in the work from the requirements of the Contract Documents that do not involve an adjustment in the contract price or the contract time and which are consistent with the overall intent of the Contract Documents. The Construction Manager shall immediately provide to the Architect and the District copies of such authorizations.

6. Quality Review and Inspections. The Construction Manager shall establish and implement a comprehensive program to monitor the quality of the construction which is inherent in the duty to supervise the Contractor and its work. The purpose of the program shall be to assist in guarding the District against work by a Contractor that does not conform to the requirements of the Contract Documents. The Construction Manager shall monitor the work of the Project Inspector to ensure that he is performing all necessary inspections, and shall incorporate the work of the Project Inspector into the Construction Manager's inspection and quality program. If it is observed that the Project Inspector is not performing the required duties adequately, the Construction Manager shall report these discrepancies to the District, the Architect, and the DSA.

When it is the opinion of the Construction Manager, Project Inspector, District, or the Architect that the Contractor's means, methods, techniques, sequences or procedures of construction will likely lead to completion of a portion of the Contractor's work that would not conform to the Contract Documents, then said party shall notify the Construction Manager in writing so that the Construction Manager can notify the Contractor of potential non-compliance with the Contract Documents in an effort to avoid construction of any non-conforming work. Such notice shall indicate that the District will reserve all rights to demand correction of any resulting non-conforming work or pursue other relief; however, such notice shall not direct Contractor as to what means, methods, techniques, sequences or procedures should be used by Contractor to perform the work in order to meet the requirements of the Contract Documents, nor shall Construction Manager ever provide such direction to Contractor during a Project. Except for minor variations in the work from the requirements of the Contract Documents that do not involve an adjustment in the contract price or the contract time and which are consistent with the overall intent of the Contract Documents, the Construction Manager is not authorized to, and shall not, change, revoke, alter, enlarge, relax or release any requirements of the Contract Documents or to approve or accept any portion of the work not conforming to the requirements of the Contract Documents. Communication between the Construction Manager and Contractor with regard to quality review shall not in any way be construed as binding the Construction Manager, the Architect, or the District to the Contractor, or be construed as releasing the Contractor from performing the work in accordance with the Contract Documents. The Construction Manager will not be responsible for the means, methods, techniques, sequences and procedures of construction for a Project unless it directs a Contractor to use certain means, methods, techniques, sequences or procedures. The Construction Manager shall not be responsible for the failure of the Contractor to complete work in accordance with the Contract Documents so long as Construction Manager has used all reasonable management methods and techniques, and has undertaken good-faith efforts to secure the performance of the Contractor in accordance with the Contract Documents.

7. Change Orders and Claims. The Construction Manager shall recommend necessary or desirable changes to the Architect and the District, review proposed change orders, assist in negotiating Contractor's proposed change orders, submit recommendations to the Architect, the Program Manager and District regarding the proposed change orders, and, if they are accepted, prepare change orders for the Architect to finalize, with the understanding that all change orders must be approved by the District. The Construction

Manager shall prepare and distribute change order reports on a weekly basis for the District and the Program Manager. The report shall list all District-approved change orders by number, a brief description of the change order work, the cost, and percent of completion of the change order work. The report shall also include similar information for proposed change orders and potential change orders of which the Construction Manager may be aware. The Construction Manager shall review and evaluate the contents of all proposed change orders from the Contractor regarding the contract time or price, endeavor to determine the cause of the proposed change order, assemble information concerning the proposed change order, and evaluate the merits of the proposed change order. The Construction Manager shall ensure that all supporting documentation is submitted with any proposed change order, and shall request additional supporting documentation if necessary. The Construction Manager shall provide to the Architect and the District a copy of each proposed change order, and the Construction Manager shall, in its evaluation of the Contractor's proposed change orders, consider the Architect's and the District's comments regarding the proposed changes. The Construction Manager shall make a final written recommendation to District and Architect regarding each proposed change order and shall conduct negotiations with Contractor if necessary. No change orders will be paid by District without prior approval of the District. To the extent that a Contractor performs work that is the subject of a proposed change order, the Construction Manager shall monitor the work and include in the daily report all information necessary to calculate the Contractor's costs in performing the work.

If the Contractor submits a claim to the District under its contract, including one based on denial of proposed change orders, the Construction Manager shall process, evaluate and make reasonable efforts to resolve such claim under the procedures outlined in the contract.

8. Progress Payments and Retention Release. The Construction Manager shall develop and implement procedures for the review and processing of monthly applications by Contractor for progress payments and final payments. At or before submission of Contractor's first progress payment application, the Construction Manager must collect from the Contractor a reasonable schedule of values that accurately allocates the contract price to the contract work items, in a format acceptable to the District. The Construction Manager shall receive, review, revise and approve the progress payment applications, in a timely manner, in part, to ensure compliance with Public Contract Code Section 20104.50. Once Construction Manager approves the progress payment applications, it shall distribute them to Architect, Program Manager and finally the District for approval. The applications shall state, in a format acceptable to the District, the total contract price, total payment to date, total retention to date, current payment requested based on percentages of work items completed to date (per the schedule of values), revised total payment, and revised retention. For Lease Leaseback contracts the applications shall also include the amount of Project Contingency that has been transferred to the construction and how much remains. A portion of this application shall be a recommendation of payment that shall be signed by the Construction Manager and delivered to the District for use by the District in making payments to the Contractors.

Retention shall be released consistent with the terms of the Project Contract Documents, Public Contract Code Section 7107, and all applicable laws and

regulations. The Construction Manager shall process all such releases and notify District when such releases are required.

The Construction Manager shall monitor the District's grounds for withholding some or all of progress payments and/or retention releases from the Contractor (including past and future liquidated damages, and cost of corrective work), and shall, in coordination with the Architect, advise District of such grounds before any progress payment or retention release. The District shall withhold from progress payments and/or retention releases for all such grounds the District determines necessary based on recommendations from the Construction Manager. The Construction Manager shall not waive any rights, claims or damages that the District may have against the Contractor without written authority from the District to do so. The Construction Manager shall reasonably manage, communicate, protect, document and preserve the District's rights, claims and damages against the Contractor, including but not limited to notification of the accrual or assessment of liquidated damages.

The Construction Manager shall establish and administer a Project cost management system that aligns with the District's cost management system and shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

9. Contractor Safety Programs. The Construction Manager shall review the safety programs developed by the Contractor(s) as required by the Project Contract Documents and coordinate all safety programs for each Project.

10. Permits and Approvals; Labor Compliance Program. The Construction Manager shall assist the District and the Architect in obtaining approval and permits from all authorities having jurisdiction over each Project. The Construction Manager shall also verify that all required permits, bonds, and insurance have been obtained from the Contractor(s). The Construction Manager shall assist the District in the administration of a Labor Compliance Program if required.

11. Coordination of Technical Inspection and Testing. The Construction Manager shall assist the District and the Architect in selecting and retaining the professional services of special consultants and testing laboratories and coordinate their services. The Construction Manager shall receive a copy of all inspection and testing reports and shall distribute copies to the District and the Architect. The Construction Manager shall coordinate with the District's testing consultants all testing required by the Architect, District or third parties. The Construction Manager shall retain copies of all reports required by the DSA for the close out of each Project with certification. The Construction Manager shall coordinate with the Architect to ensure that all information is obtained and submitted to the DSA prior to the close of the project without certification.

12. Interpretation of Contract Documents. The Construction Manager shall consult with the Architect and the District if the Contractor(s) submit(s) a request for information or other requests for interpretation of the meaning or intent of the Contract

Documents, drawings or specifications ("RFI"), and assist in the resolution of questions which may arise; however, the Architect shall have primary responsibility for the interpretation of Project plans and specifications. The Construction Manager shall forward any RFI to the Architect and District, or reject it, within two (2) business days of receipt, unless the issue about which the RFI is concerned is directly impacting the critical path at that time, in which case the Construction Manager shall forward or reject the RFI immediately upon receipt. Responses received from the Architect shall be immediately forwarded to the submitting Contractor.

13. Document and Submittal Review Procedures. The Construction Manager shall review all shop drawings, schedule updates, product data, samples, and other submittals provided by the Contractor(s) for format, completeness and proper identification and coordinate submittals with the information contained in the plans and specifications. The Construction Manager's review does not replace or mitigate the Architect's responsibility to review and approve such documents, as set forth in the District's contract with the Architect. The Construction Manager shall transmit all such materials to the Architect for approval within two business days of receipt, unless the submittal is directly impacting the critical path at that time, in which case the Construction Manager shall forward the submittal immediately upon receipt. The Construction Manager shall maintain logs, files and other necessary documentation related to submittals, samples, shop drawings, RFIs, change orders and other project documents. Responses received from the Architect shall be immediately forwarded to the Contractor that provided the submittal.

14. Daily Log. The Construction Manager shall record the progress of each Project by a daily log. The Construction Manager shall submit written reports to the District and the Architect on a regular basis, as established by the District. The daily log will include, but not be limited to, information about the weather, Contractor(s) and subcontractors at work and their equipment and staffing, work accomplished, problems encountered, rejection of material or work, the current critical path of the Project, issues that are known to be in dispute and/or may be the subject of proposed change orders or claims, and other similar relevant data as the District may require. Construction Manager shall document the Project by use of video, photographs, or audio, especially concerning issues that are known to be in dispute and/or may be the subject of proposed change orders or claims.

15. Project Site Records. The Construction Manager shall maintain, on a current basis, a set of Project files, including: a record copy of all contracts, drawings, specifications, addenda, change orders, and other modifications, in good order and marked to record all changes made during construction; documents from pre-construction activities, including but not limited to constructability review documents (see Section 4.B.7, above); shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; schedules and schedule updates; daily logs; progress payments; retention; proposed change orders; claims; change orders; maintenance and operating manuals and instructions; and other related documents and revisions which arise out of the contracts or work. The Construction Manager shall make all records available to the District, Project Inspector, and Architect and deliver them to the District, in hardcopy and electronic format, at Project completion or termination of this Agreement.

16 . Security. The Construction Manager shall arrange for storage, protection, and security of District-furnished materials, systems, and equipment until such items are incorporated into a Project. Upon District's request, Construction Manager shall comply with any fingerprinting or related requirement.

17 . Start-Up Operations. The Construction Manager shall review the Contractor's checkout of the readiness of utilities, operational systems, and equipment and shall assist the Contractor in its initial start-up, testing, balancing, adjusting, training and preparation of operations and maintenance manuals. The Construction Manager shall coordinate and assist the District in the move-in for each Project.

18 . Punchlist. Upon notice from the Contractor that the Contractor believes its work is complete, the Construction Manager, in consultation with the Architect and the Project Inspector, shall prepare a list of incomplete work or work which must be corrected due to failure to conform to the requirements of the Contract Documents (the "Punchlist"). The Construction Manager shall diligently pursue the Contractor to complete its Punchlist work as quickly as possible, using all available District powers and rights under the contract with Contractor. If a Contractor's Punchlist is not completed within forty-five (45) days of issuance, the Construction Manager shall provide a written recommendation to the District as to how to best proceed to secure completion of the Punchlist as quickly as possible.

19 . Final Completion and Final Payment. The Construction Manager shall consult with the Architect and the District and shall determine when the Contractor's work is fully complete as required by the Contractor's contract with the District. When the Contractor's work is so complete, the Construction Manager shall notify the District in writing of such fact and shall recommend that the District accept the contract work as fully complete. The Construction Manager shall draft the resolution of acceptance for the District's Board to approve, and shall also draft the Notice of Completion that must be recorded with the County within fifteen (15) days after the Board's acceptance. The Construction Manager shall continue to assist in the processing of progress payment applications, releases of retention, proposed change orders and claims as required by the contract and law beyond the completion and acceptance of the work.

20 . Final Documents. During each Project, the Construction Manager shall secure from the Contractor(s) and transmit to the District required guarantees, affidavits, releases, bonds, keys, schedule updates, manuals, record drawings, and daily logs. Upon completion of each Project, the Construction Manager shall also forward all of its documents and plans to the District and ensure all such plans and documents are well organized for any appropriate audit or review of the Project. The Construction Manager shall collect as-built drawings from the Contractor(s) and review them for accuracy and completeness, and then forward them to Architect for preparation of a final complete set of conformed as-built drawings for each Project in its entirety. The Construction Manager, in cooperation with the District and Architect, shall assist with the coordination and processing of all necessary paperwork and closeout documents with the Office of Public School Construction ("OPSC"), Division of State Architect ("DSA"), and any other applicable public agencies.

21. Warranty Inspections. In conjunction with the Architect, the Construction Manager shall perform warranty inspections between 30-60 days prior to expiration of the Contract warranty period applicable to the Contractor's work, and shall inspect any resulting warranty work by the Contractor. Immediately after a warranty inspection, the Construction Manager shall notify the Contractor in writing of all warranty items that require correction.

5. DISTRICT DUTIES AND RESPONSIBILITIES. During the term of this Agreement, the District shall:

A. Provide a budget for each Project, based on consultation with the Program Manager, Construction Manager, and the Architect;

B. Designate a representative authorized to act on the District's behalf with respect to the Projects. The District, or such authorized representative, shall examine documents submitted by the Construction Manager and shall render decisions promptly to avoid unreasonable delay in the progress of any Project;

C. Furnish structural, mechanical, electrical, and other laboratory tests, inspections and reports, including environmental and special inspections and the services of a DSA approved inspector, as required by law or by the Contract Documents;

D. Retain an Architect or Registered Engineer of Record to design each Project;

E. Furnish a list of events for inclusion in the schedule(s) that may affect construction, such as quiet days, fundraising events, meetings, parent nights, or summer school; and

F. Advise promptly of any fault or defect in any Project, or nonconformance with the Contract Documents, observed by the District.

6. TERMINATION.

A. District may terminate this Agreement for any reason, in its absolute discretion and convenience, by giving Construction Manager fourteen (14) days written notice of termination. District may also issue a written notice of termination of this Agreement for cause based on the Construction Manager's breach of this Agreement if (i) District mails and faxes to Construction Manager a written notice of intent to terminate with explanation of the breaches and the cure necessary, and (ii) Construction Manager does not cure, or offer a reasonable plan to cure, the default within five (5) calendar days of issuance of the written notice of intent to terminate.

B. In the event of termination by District, the Construction Manager shall be compensated pursuant to Section 2, above, for all services satisfactorily performed through the termination date.

7. **HOLD HARMLESS/INDEMNIFICATION.** Construction Manager shall indemnify, defend and hold harmless the District, its Board of Trustees, officers, agents, and employees from any and all claims, damages, losses, liability, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Construction Manager's negligent performance of, or failure to perform, any duties under this Agreement or law, including but not limited to breaches of the applicable standard of care.

8. **STATUS OF CONSTRUCTION MANAGER AND RELATIONSHIP TO DISTRICT.** The Construction Manager shall be District's principal agent in providing the construction management services described in this Agreement. In providing the construction management services contemplated by this Agreement, the Construction Manager shall, on behalf of the District, maintain a professional working relationship with the District, all Contractors, the Architect and all others. The Construction Manager's primary obligation of loyalty is to the District, not the Architect, a Contractor, a subconsultant, or another party. When performing its duties and responsibilities on a Project, the Construction Manager must act and make recommendations in accordance with the District's decisions, direction and best interests, and not in the Architect's, a Contractor's, or another party's best interests.

The Construction Manager shall furnish all construction management services in accordance with the standard of care for construction managers on similar public works projects with similar contract provisions in the State of California, and in accordance with all applicable Federal, State and local laws. Construction Manager shall perform all of its duties in accordance with the terms of this Agreement and all applicable laws, decisions, codes and regulations. Specifically, Construction Manager shall be aware of, enforce, and observe all applicable statutory requirements in the Public Contract Code, Civil Code, Government Code, the Education Code, the California Code of Regulations, Title 24, and other codes related to construction and/or public works.

As Construction Manager, the Construction Manager is not an employee of the District. Construction Manager is understood to be an independent Contractor. Nothing in this Agreement shall preclude Construction Manager from performing similar services for other persons or entities.

Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Construction Manager and the Architect, a Contractor, Project Inspector, a material supplier, or other consultants retained by the District for any Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the Construction Manager which does not otherwise exist.

9. **INSURANCE.** The Construction Manager shall purchase and maintain insurance that will protect the Construction Manager from the claims set forth below that may arise out of or result from the Construction Manager's performance of services or failure to perform services required by this Agreement:

A. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;

B. Claims for damages because of bodily injury, occupational sickness or disease or death of Construction Manager's employees, agents or invitees;

C. Claims for damages because of bodily injury or death of any person;

D. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Construction Manager or (2) by any other person;

E. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom; or

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The Construction Manager's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

**Comprehensive General Liability**

Personal Injury:

\$1,000,000.00 Each Occurrence

\$1,000,000.00 Aggregate

Property Damage:

\$1,000,000.00 Each Occurrence

\$1,000,000.00 Aggregate

**Comprehensive Automobile Liability**

Bodily Injury:

\$1,000,000.00 Each Person

\$1,000,000.00 Each Occurrence

Property Damage:

\$1,000,000.00 Each Occurrence

**Errors and Omissions Insurance** – Prior to commencement of services under this Agreement, Construction Manager shall furnish to the District satisfactory proof that the Construction Manager has, for the period covered by this Agreement, errors and omissions insurance on an occurrence basis with limits of at least \$1,000,000.00.

Each policy of insurance above shall operate as primary insurance. The District, its Board of Trustees, employees and agents shall be named as additional insureds under the policies. A copy

of the policies shall be provided before any work is commenced under this Agreement. Policies shall not be canceled or reduced in coverage without 30 days prior written notice to District.

**10. LICENSING REQUIREMENTS AND QUALIFICATIONS.** Construction Manager represents and warrants that Construction Manager possesses the appropriate qualifications and licenses required by all applicable provisions of law, including Government Code sections 4525, et seq.; that Construction Manager is competent and qualified to perform the services required by this Agreement; that Construction Manager has substantial expertise and experience in all aspects of construction management for projects of this type, including but not limited to construction supervision, bid evaluation, master project scheduling, cost benefit analysis, claims review and negotiation, general management and administration of construction projects, furthering of District's interests in the management and construction of each Project; and that Construction Manager shall perform in an expeditious and economical manner consistent with District's decisions, direction and interests.

**11. PAYROLL AND WORKER'S COMPENSATION RESPONSIBILITIES.** Construction Manager will be liable and solely responsible for paying all required taxes and workers' compensation and other obligations, including, but not limited to, federal and state income taxes and social security taxes for all persons under their employ or contract. Construction Manager agrees to indemnify, defend and hold the District harmless from any liability which Construction Manager may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Construction Manager shall be reported to the Internal Revenue Service.

**12. SUCCESSORS AND ASSIGNS.** The District and the Construction Manager, respectively, bind themselves, their successors, assigns, and representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms of this Agreement. Neither District nor the Construction Manager shall assign or transfer any interest in this Agreement without the written consent of the other.

**13. SEVERABILITY.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

**14. AMENDMENTS.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties.

**15. EXECUTION BY FACSIMILE OR IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**16. INTERPRETATION.** The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

17. **NOTICES.** All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party to whom it is directed or shall be deemed served forty-eight (48) hours after the same has been deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, and address in the case of:

Construction Manager: Blach Construction Company  
\_\_\_\_\_, Principal  
40 Ragsdale Road  
Monterey, CA 93940  
Attention :Ken Schroeder

District: Pajaro Valley Unified School District  
294 Green Valley Road  
Watsonville, CA 95076  
Attention: Richard Mullikin, Director of  
Maintenance, Operations and Facilities

18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California and any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Cruz, subject to transfer of venue under applicable State law.

19. **WORK RECORDS.** All documents, daily logs, and any other written work product generated by Construction Manager shall be deemed to the sole and exclusive property of District.

20. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both the District and Construction Manager.

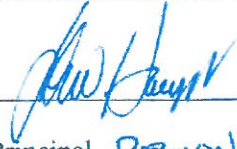
21. **ATTORNEYS' FEES AND LITIGATION EXPENSE.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover all of its litigation expense, costs and fees from the other party, including reasonable attorneys' and experts' fees.

The parties have executed this Agreement in Santa Cruz County, California.

**DISTRICT**

\_\_\_\_\_  
Richard Mullikin  
Director, M, O & F  
Pajaro Valley Unified School District

**CONSTRUCTION MANAGER**

  
\_\_\_\_\_  
Principal REGION MANAGER  
Blach Construction Company

## MASTER AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Construction Management Agreement ("Agreement") is made and entered into effective April 10, 2013, by and between the Pajaro Valley Unified School District ("District") and Kitchell Construction Management, a California Corporation ("Construction Manager").

**NOW, THEREFORE**, the parties agree as follows:

1. **RETENTION OF CONSTRUCTION MANAGER.** District and Construction Manager agree that Construction Manager has been retained to assist in the development and construction of projects as assigned by the District. Each project under this Agreement (each, a "Project") shall be described in a written addendum hereto, agreed upon by the parties ("Addendum"). Each Project specific Addendum shall set forth, in part, the Project scope and budget, the Construction Managers compensation, and the Project Schedule. The Construction Manager shall be one of the District's representatives and agents on each Project, and shall act as an extension of the District's staff. The Construction Manager shall be responsible for the overall coordination, administration and scheduling of all work on each Project. The Construction Manager shall be responsible, to the extent described in this Agreement, for ensuring in a competent and professional manner that each Project is properly completed within the District's budget and in accordance with the District's schedule for timely completion of the Project. The term of this Agreement shall be through final completion of the Project work and closeout of the Project finances, and through the warranty period for each Contract. The warranty period shall not include the specific equipment warranty periods. Construction Manager and its subconsultants on each Project shall not be allowed to bid on any of such Project's construction work, including any and all prime contracts.

2. **DEFINITIONS.** The following terms shall have the indicated meanings in this and other District documents related the this contract:

- A. **Additional Services.** "Additional Services" shall mean those services in addition to the Basic Services that are provided by the Construction Manager and authorized in writing by the District, and as defined further in Article 4.A.4. Additional Services.
- B. **Agreement:** "Agreement" shall mean this Construction Management Agreement, inclusive of all amendments and modifications approved by the District in writing.
- C. **Architect:** The "Architect" is the Architect of Record engaged by the District to provide design, documentation and construction observation services for the District for each Project.
- D. **Basic Services:** Those services detailed in Article 4. DUTIES AND RESPONSIBILITIES OF CONSTRUCTION MANAGER of this document.

Signature  
page for  
Kitchell

17. **NOTICES.** All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party to whom it is directed or shall be deemed served forty-eight (48) hours after the same has been deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, and address in the case of:

Construction Manager: Kitchell CEM  
Russell A. Fox, Principal  
2750 Gateway Oaks Drive, Suite 300  
Sacramento, CA 95833

District: Pajaro Valley Unified School District  
294 Green Valley Road  
Watsonville, CA 95076  
*Attention:* Richard Mullikin, Director of  
Maintenance, Operations and Facilities

18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California and any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Cruz, subject to transfer of venue under applicable State law.

19. **WORK RECORDS.** All documents, daily logs, and any other written work product generated by Construction Manager shall be deemed to the sole and exclusive property of District.

20. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both the District and Construction Manager.

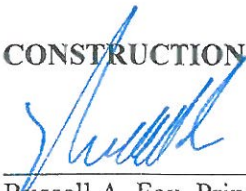
21. **ATTORNEYS' FEES AND LITIGATION EXPENSE.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover all of its litigation expense, costs and fees from the other party, including reasonable attorneys' and experts' fees.

The parties have executed this Agreement in Santa Cruz County, California.

DISTRICT

\_\_\_\_\_  
Richard Mullikin  
Director, M, O & F  
Pajaro Valley Unified School District

CONSTRUCTION MANAGER

  
\_\_\_\_\_  
Russell A. Fox, Principal  
Kitchell CEM

9/3/2013

## MASTER AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Construction Management Agreement ("Agreement") is made and entered into effective April 10, 2013, by and between the Pajaro Valley Unified School District ("District") and Cumming Construction Management, Inc., a California Corporation ("Construction Manager").

NOW, THEREFORE, the parties agree as follows:

1. **RETENTION OF CONSTRUCTION MANAGER.** District and Construction Manager agree that Construction Manager has been retained to assist in the development and construction of projects as assigned by the District. Each project under this Agreement (each, a "Project") shall be described in a written addendum hereto, agreed upon by the parties ("Addendum"). Each Project specific Addendum shall set forth, in part, the Project scope and budget, the Construction Managers compensation, and the Project Schedule. The Construction Manager shall be one of the District's representatives and agents on each Project, and shall act as an extension of the District's staff. The Construction Manager shall be responsible for the overall coordination, administration and scheduling of all work on each Project. The Construction Manager shall be responsible, to the extent described in this Agreement, for ensuring in a competent and professional manner that each Project is properly completed within the District's budget and in accordance with the District's schedule for timely completion of the Project. The term of this Agreement shall be through final completion of the Project work and closeout of the Project finances, and through the warranty period for each Contract. The warranty period shall not include the specific equipment warranty periods. Construction Manager and its subconsultants on each Project shall not be allowed to bid on any of such Project's construction work, including any and all prime contracts.

2. **DEFINITIONS.** The following terms shall have the indicated meanings in this and other District documents related the this contract:

- A. **Additional Services.** "Additional Services" shall mean those services in addition to the Basic Services that are provided by the Construction Manager and authorized in writing by the District, and as defined further in Article 4.A.4. Additional Services.
- B. **Agreement:** "Agreement" shall mean this Construction Management Agreement, inclusive of all amendments and modifications approved by the District in writing.
- C. **Architect:** The "Architect" is the Architect of Record engaged by the District to provide design, documentation and construction observation services for the District for each Project.
- D. **Basic Services:** Those services detailed in Article 4. DUTIES AND RESPONSIBILITIES OF CONSTRUCTION MANAGER of this document.

Signature Page  
for  
Cumming.

17. **NOTICES.** All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party to whom it is directed or shall be deemed served forty-eight (48) hours after the same has been deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, and address in the case of:

Construction Manager: Cumming Construction Management, Inc.  
Anthony Sanchez, Vice President  
25220 Hancock Ave, Suite 440  
Murrieta, CA 92562

District: Pajaro Valley Unified School District  
294 Green Valley Road  
Watsonville, CA 995076  
*Attention:* Richard Mullikin, Director of  
Maintenance, Operations and Facilities

18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California and any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of \_\_\_\_\_, subject to transfer of venue under applicable State law.

19. **WORK RECORDS.** All documents, daily logs, and any other written work product generated by Construction Manager shall be deemed to the sole and exclusive property of District.

20. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both the District and Construction Manager.


21. **ATTORNEYS' FEES AND LITIGATION EXPENSE.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover all of its litigation expense, costs and fees from the other party, including reasonable attorneys' and experts' fees.

The parties have executed this Agreement in Santa Cruz County, California.

**DISTRICT**

\_\_\_\_\_  
Richard Mullikin  
Director, M, O & F  
Pajaro Valley Unified School District

**CONSTRUCTION MANAGER**

  
\_\_\_\_\_  
Peter Heald  
President  
Cumming Construction Management, Inc.



## Board Agenda Backup

Item No: 11.1

**Date:** April 10, 2013**Item:** BP/AR 1312.3 revised

**Background:** *The Uniform Complaint Procedures policy mandates districts to adopt policies and procedures for receiving and investigating complaints alleging failure to comply with applicable state and federal laws and regulations governing educational programs and/or alleging discrimination that meet the requirements specified in the law. Districts are monitored for compliance with this policy.*

*This revision is being made to update the policy's scope and compliance with current legislation. The policy expands the basis of discrimination to include harassment, intimidation, bullying, genetic information, gender expression, and gender identity. It also now allows an individual to file a complaint as to the development and adoption of the school safety plan (Education Code 32289). Lastly, this policy authorizes complaints alleging the violation of the prohibition against requiring students to pay fees, deposits, or other charges as defined in Education Code 49010, unless authorized by law.*

*This policy and administrative regulation articulate a consistent process for addressing complaints that meet the criteria of the specified categories. However, there are many types of complaints that are not subject to the Uniform Complaint process. Such include, but are not limited to, allegations of child abuse, health and safety complaints regarding a child development program, allegations of fraud, and employment discrimination complaints.*

*Board Policy (BP) revisions are approved by the Governing Board. Administrative Regulations (AR's) are approved at Cabinet level. A copy of the AR is included for informational purposes.*

**Recommendation:** To assure compliance with current law, it is recommended that the PVUSD Board of Education approve the revised policy.

**Prepared by:**

Sharon B. Roddick, Assistant Superintendent  
Human Resources

**Superintendent's Signature:**

**UNIFORM COMPLAINT PROCEDURES**

The Board of Education recognizes that the district is primarily responsible for complying with applicable state and federal laws and regulations governing educational programs. The district shall investigate complaints alleging failure to comply with such laws and/or alleging discrimination, harassment, intimidation, or bullying and shall seek to resolve those complaints in accordance with the district's uniform complaint procedures. (~~5 CCR 4620~~)

The district shall follow uniform complaint procedures ~~when addressing complaints~~ to resolve any complaint alleging unlawful discrimination, harassment, intimidation, or bullying in district programs and activities based on actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Penal Code 422.55, or Government Code 11135, or based on association with a person or group with one or more of these actual or perceived characteristics, against any protected group as identified under Education Code 200 and 220 and Government Code 11135, including actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any district program or activity that receives or benefits from state financial assistance. (~~5 CCR 4610~~)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4031 - Complaints Concerning Discrimination in Employment)*

*(cf. 5131.2 - Bullying)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

Uniform complaint procedures shall also be used when addressing complaints alleging the district's failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities, the requirements for the development and adoption of a school safety plan, and with state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and career technical and technical training programs, child care and development programs, child nutrition programs, and special education programs. (~~5 CCR 4610~~)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

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

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

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 4031 - Complaints Concerning Discrimination in Employment)*

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

*(cf. 5148 - Child Care and Development)*

*(cf. 6159 - Individualized Education Program)*

## UNIFORM COMPLAINT PROCEDURES (continued)

BP 1312.3(b)

~~(cf. 6171 - Title I Programs)~~  
~~(cf. 6174 - Education for English Language Learners)~~  
~~(cf. 6175 - Migrant Education Program)~~  
~~(cf. 6178 - Vocational Education)~~  
~~(cf. 6200 - Adult Education)~~

(cf. 0450 - Comprehensive Safety Plan)  
(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 1312.2 - Complaints Concerning Instructional Materials)  
(cf. 3260 - Fees and Charges)  
(cf. 3320 - Claims and Actions Against the District)  
(cf. 3553 - Free and Reduced Price Meals)  
(cf. 3555 - Nutrition Program Compliance)  
(cf. 5141.4 - Child Abuse Prevention and Reporting)  
(cf. 5148 - Child Care and Development)  
(cf. 6159 - Individualized Education Program)  
(cf. 6171 - Title I Programs)  
(cf. 6174 - Education for English Language Learners)  
(cf. 6175 - Migrant Education Program)  
(cf. 6178 - Career Technical Education)  
(cf. 6178.1 - Work-Based Learning)  
(cf. 6178.2 - Regional Occupational Center/Program)  
(cf. 6200 - Adult Education)

~~Complaints related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, and teacher vacancies and misassignments shall be investigated pursuant to the district's Williams uniform complaint procedure (AR 1312.4).~~

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

~~The Board encourages the early, informal resolution of complaints at the site level whenever possible.~~

The Board acknowledges and respects every individual's right to privacy. Discrimination, harassment, intimidation, or bullying complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This may include keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee, on a case-by-case basis.

~~(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)~~  
~~(cf. 5125 - Student Records)~~  
~~(cf. 9011 - Disclosure of Confidential/Privileged Information)~~

The Board prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of discrimination, harassment, intimidation, or bullying. Such participation shall not in any way affect the status, grades, or work assignments of the complainant.

The Board encourages the early, informal resolution of complaints at the site level whenever possible.

The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*

*(cf. 5125 - Student Records)*

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

The district's Williams uniform complaint procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to the following:

1. Sufficiency of textbooks or instructional materials
2. Emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff
3. Teacher vacancies and misassignments

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

*Legal Reference:*

*EDUCATION CODE*

*200-262.4 Prohibition of discrimination*

*8200-8498 Child care and development programs*

*8500-8538 Adult basic education*

*18100-18203 School libraries*

*32289 School safety plan, uniform complaint procedures*

*35186 Williams uniform complaint procedures*

*37254 Intensive instruction and services for students who have not passed exit exam*

*41500-41513 Categorical education block grants*

*48985 Notices in language other than English*

*49010-49013 Student fees*

*49060-49079 Student records*

*49490-49590 Child nutrition programs*

*52160-52178 Bilingual education programs*

*52300-52490 Career technical education*

## UNIFORM COMPLAINT PROCEDURES (continued)

BP 1312.3(d)

52500-52616.24 *Adult schools*  
52800-52870 *School-based program coordination*  
54000-54028 *Economic impact aid programs*  
54100-54145 *Miller-Unruh Basic Reading Act*  
54400-54425 *Compensatory education programs*  
54440-54445 *Migrant education*  
54460-54529 *Compensatory education programs*  
56000-56867 *Special education programs*  
59000-59300 *Special schools and centers*  
64000-64001 *Consolidated application process*  
GOVERNMENT CODE  
11135 *Nondiscrimination in programs or activities funded by state*  
12900-12996 *Fair Employment and Housing Act*  
PENAL CODE  
422.55 *Hate crime; definition*  
422.6 *Interference with constitutional right or privilege*  
CODE OF REGULATIONS, TITLE 5  
3080 *Application of section*  
4600-4687 *Uniform complaint procedures*  
4900-4965 *Nondiscrimination in elementary and secondary education programs*  
UNITED STATES CODE, TITLE 20  
6301-6577 *Title I basic programs*  
6601-6777 *Title II preparing and recruiting high quality teachers and principals*  
6801-6871 *Title III language instruction for limited English proficient and immigrant students*  
7101-7184 *Safe and Drug-Free Schools and Communities Act*  
7201-7283g *Title V promoting informed parental choice and innovative programs*  
7301-7372 *Title V rural and low-income school programs*

### *Management Resources:*

#### *WEB SITES*

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

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

### **Compliance Officer**

~~The Board of Education designates the following compliance officer to receive and investigate complaints and to ensure district compliance with law:~~

~~Assistant Superintendent of Human Resources  
(title or position)  
294 Green Valley Road, Watsonville, CA 95076  
(address)  
(831) 786-2100 \_\_\_\_  
(telephone number)~~

**UNIFORM COMPLAINT PROCEDURES** (continued)

~~The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Superintendent or designee.~~

~~(cf. 9124 - Attorney)~~

Policy **PAJARO VALLEY UNIFIED SCHOOL DISTRICT**

adopted: May 7, 2008 Watsonville, California

revised: March 23, 2011

April 10, 2013

## UNIFORM COMPLAINT PROCEDURES

Except as the Governing Board may otherwise specifically provide in other Board policies, the uniform complaint procedures shall be used only to investigate and resolve complaints alleging violations of federal or state laws or regulations governing specific educational programs, the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and unlawful discrimination, harassment, intimidation, or bullying, as specified in accompanying Board policy.

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

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

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

*(cf. 4031 - Complaints Concerning Discrimination in Employment)*

The district's uniform complaint procedures policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning uniform complaint procedures shall be translated into that language. (Education Code 234.1, 48985)

*(cf. 5145.6 - Parental Notifications)*

### Compliance Officers

The Board of Education designates the following compliance officer(s) to receive and investigate complaints and to ensure district compliance with law:

Assistant Superintendent of Human Resources  
294 Green Valley Road  
Watsonville, CA 95076

(831) 786-2100

The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Superintendent or designee.

*(cf. 9124 - Attorney)*

### Notifications

The Superintendent or designee shall annually provide written notification of the district's uniform complaint procedures to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 49013; 5 CCR 4622)

## UNIFORM COMPLAINT PROCEDURES (continued)

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 3260 - Fees and Charges)*

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

*(cf. 5145.6 - Parental Notifications)*

~~The Superintendent or designee shall make available copies of the district's uniform complaint procedures free of charge. (5 CCR 4622)~~

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable
3. Advise the complainant of the appeal process pursuant to Education Code 262.3, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies
4. Include statements that:
  - a. The district is primarily responsible for compliance with applicable state and federal laws and regulations governing educational programs.
  - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline
  - c. ~~An unlawful discrimination~~ A complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed not later than six months from the date it occurred, ~~the alleged discrimination occurs~~, or six months from the date the complainant first obtains obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying.
  - d. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.
  - e. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision
  - f. Copies of the district's uniform complaint procedures are available free of charge.

*(cf. 5145.6 - Parental Notifications)*

**UNIFORM COMPLAINT PROCEDURES** (continued)**Procedures**

~~The following procedures shall be used to address all complaints which allege that the district has violated federal or state laws or regulations governing educational programs.~~

All complaints shall be investigated and resolved within 60 calendar days of the district's receipts of the complaint. (5CCR 4631).

Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

**Step 1: Filing of Complaint**

Any individual, public agency, or organization may file a written complaint of the district's alleged noncompliance ~~by the district~~ with federal or state laws or regulations governing educational programs. (5 CCR 4630)

A complaint alleging unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation, or bullying or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged discrimination, harassment, intimidation, or bullying occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. ~~A complaint may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination.~~ However, upon written request by the complainant, the Superintendent or designee may extend the filing period for up to 90 calendar days.(5 CCR 4630)

A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. (Education Code 49013)

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

**UNIFORM COMPLAINT PROCEDURES (continued)****Step 2: Mediation**

Within three days of receiving the complaint, the compliance officer may informally discuss with ~~the complainant~~ all parties the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging discrimination, harassment, intimidation, or bullying, ~~complaint~~, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. (5 CCR 4631)

**Step 3: Investigation of Complaint**

~~The compliance officer is encouraged to hold an investigative meeting within five days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally. The complainant and/or his/her representative shall have an opportunity to present the complaint and evidence or information leading to evidence to support the allegations in the complaint. (5 CCR 4631)~~

Within 10 calendar days of receiving the complaint, the compliance officer shall provide the complainant and/or his/her representative an opportunity to present the complaint and any evidence, or information leading to evidence, to support the allegations in the complaint. The compliance officer also shall collect all documents and interview all witnesses with information pertinent to the complaint.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, or his/her failure or refusal to cooperate in the investigation or his/her engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631)

The district's refusal to provide the investigator with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

**UNIFORM COMPLAINT PROCEDURES (continued)****Step 4: Response**

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #5 below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

**Step 5: Final Written Decision**

The district's decision shall be in writing and sent to the complainant. (5 CCR 4631)

The district's decision shall be written in English and, when required by Education Code 48985, in the language of the complainant ~~whenever feasible or as required by law~~ complainant's primary language.

† For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered ~~(5 CCR 4631)~~
2. The conclusion(s) of law ~~(5 CCR 4631)~~
3. Disposition of the complaint ~~(5 CCR 4631)~~
4. Rationale for such disposition ~~(5 CCR 4631)~~
5. Corrective actions, if any are warranted ~~(5 CCR 4631)~~
6. Notice of the complainant's right to appeal the district's decision within 15 days to the CDE and procedures to be followed for initiating such an appeal ~~(5 CCR 4631)~~
7. ~~For discrimination complaints, notice that the complainant must wait until 60 days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies (Education Code 262.3)~~

In addition, any decision concerning a discrimination, harassment, intimidation, or bullying complaint based on state law shall include a notice that the complainant must wait until 60 calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. (Education Code 262.3)

If an employee or student is disciplined as a result of the complaint, the decision shall simply state that effective action was taken and that the employee was informed of district expectations. The report shall not give any further information as to the nature of the disciplinary action.

## **UNIFORM COMPLAINT PROCEDURES (continued)**

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges is found to have merit, the district shall provide a remedy to all affected students and parents/guardians, which, where applicable, shall include reasonable efforts to ensure full reimbursement to them. (Education Code 49013)

### **Appeals to the California Department of Education**

If dissatisfied with the district's decision, the complainant may appeal in writing to the CDE within 15 days of receiving the district's decision. (Education Code 49013; 5CCR 4632)

When appealing to the CDE, the complainant must specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's complaint procedures
7. Other relevant information requested by the CDE

The CDE may directly intervene in the complaint without waiting for action by the district when one of the conditions listed in 5 CCR 4650 exists, including cases in which the district has not taken action within 60 days of the date the complaint was filed with the district. (5 CCR 4650)

**UNIFORM COMPLAINT PROCEDURES (continued)****Civil Law Remedies**

A complainant may pursue available civil law remedies outside of the district's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

For complaints alleging discrimination, harassment, intimidation, and bullying based on state law ~~complaints, however~~, a complainant must wait until 60 days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. ~~The moratorium does not apply to injunctive relief and is applicable only if~~ provided the district has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622. The moratorium does not apply to injunctive relief and to discrimination complaints based on federal law. (Education Code 262.3)

Regulation **PAJARO VALLEY UNIFIED SCHOOL DISTRICT**

Date: May 7, 2008 Watsonville, California

Revised: April 10, 2013



## PAJARO VALLEY UNIFIED SCHOOL DISTRICT



### Board Agenda Backup

Item No: 11.2

**Date:** April 10, 2013

**Item:** Resolution #12-13-14 Reduction and/or discontinuation of particular kinds of classified employee services

**Overview:** Education codes section 45101, 45114, 45117, 45298, and 45308 authorize the Pajaro Valley Unified School District to layoff classified employees due to lack of work and/or lack of funds. Certain services now being provided by the District must be reduced. The detailed list of affected positions will be provided on or before the Board of Trustees meeting on April 10<sup>th</sup>, 2013.

It shall be necessary to discontinue certain kinds of classified employee services by June 30, 2013. It may also be necessary to terminate the employment of certain classified employees of the District as a result of this action.

**Recommendation:** Adopt Resolution #12-13-14 to reduce particular kinds of classified employee services.

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

**Superintendent's Signature:**

*Dorma Baker* (Signature)

BEFORE THE BOARD OF TRUSTEES OF THE  
PAJARO VALLEY UNIFIED SCHOOL DISTRICT  
SANTA CRUZ COUNTY, CALIFORNIA

IN THE MATTER OF:

REDUCTION OF CLASSIFIED SCHOOL  
SERVICES FOR THE 2013- 2014  
SCHOOL YEAR

RESOLUTION NO. 12-13-14

**WHEREAS**, Education Code sections 45101, 45114, 45117, 45298 and 45308 authorized the district to layoff classified employees for lack of work and/or lack of funds upon sixty (60) days prior notice; and

**WHEREAS** due to a lack of work and/or a lack of funds, certain services now being provided by the district must be reduced.

**NOW, THEREFORE, BE IT RESOLVED** that as of the 30<sup>th</sup> day of June, 2013, the positions shown on the attachment will be eliminated.

**BE IT FURTHER RESOLVED** that the District Superintendent or designee be authorized and directed to give notice of termination of employment to the affected employee(s) of the district pursuant to district rules and regulations and applicable provisions of the Education Code not later than sixty (60) days prior to the effective date of such discontinuance as set forth above.

**BE IT FURTHER RESOLVED** that the District Superintendent or designee be authorized and directed to take any other actions necessary to effectuate the intent of this resolution.

The foregoing Resolution was adopted at a regularly called meeting of the Governing Board of the Pajaro Valley Unified School District on the 10<sup>th</sup> of April, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Willie Yahiro, President of the Board of Trustees of the Pajaro Valley Unified School District, HEREBY CERTIFY that the foregoing Resolution was duly introduced, passed and adopted by the Board of Trustees at a regular meeting thereof held on the 10<sup>th</sup> day of April, 2013 by a vote of \_\_\_\_\_.

**IN WITNESS THEREOF**, I have hereto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2013.

---

Board President

---

Date



# PAJARO VALLEY UNIFIED SCHOOL DISTRICT



## Board Agenda Backup

Item No: 12.1

**Date:** April 10, 2013

**Item:** Measure L Bond Program Update

**Overview:** Dennis Dunston, Bond Program Manager, will update the Board on the progress of the bond program including:

- Negotiation of the Master Agreement for Architectural Services;
- Negotiation of the Master Agreement for Construction Management Services;
- Status of quick start projects;
- Sale of bonds;
- Status and direction of bond program overall;
- Update on AB 182 – Impact on Measure L Program (Brett McFadden to present)

**Recommendation:** Information only

### Budget Considerations:

#### Funding Source:

**Budgeted:** Yes: ☐ No: ☐

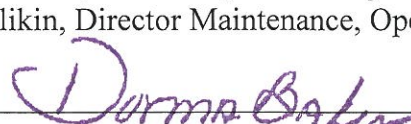
**Amount:** \$

**Prepared By:**



Dennis L. Dunston, Bond Program Manager  
Richard Mullikin, Director Maintenance, Operations and  
Facilities

**Superintendent's Signature:**

 (AA)



## PAJARO VALLEY UNIFIED SCHOOL DISTRICT

### Board Agenda Backup

Item No: 12.2

**Date:** April 10, 2013

**Item:** Overview of Program Option

**Overview:** Per state law, English Learners must be assigned to one of two educational programs in which the instruction is nearly all, or overwhelmingly in English. Placement into one of these two programs is based on the student's assessment data. Parents may decide to request a Parental Exception Waiver from the requirement that English learners be placed in an English language classroom. PVUSD offers four alternative programs:

- Early Exit Transitional Alternative Model
- Late Exit Developmental Alternative Model
- Bilingual Two-Way Immersion Alternative Model
- Newcomer Bilingual Alternative Model (grades 4-12)

The Master Plan for Services to English Learners outlines procedures for informing parents of their program placement, the alternative program options, and their right to apply for a Parental Exception Waiver. This presentation will provide an overview of these procedures and the resources that have been developed by the Educational and English Learner Services Department to support school sites with this process.

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

**Budget Considerations:** N/A

**Funding Source:**

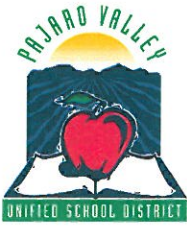
**Budgeted:** Yes: ☐ No: ☐

**Amount:**

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

**Superintendent's Signature:**

*Dorma Baker* (Signature)



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

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

Item No: 12.3

**Date:** April 10, 2013

**Item:** Update on District's budget and fiscal Matters

**Overview:** The Board will have a brief presentation on recent updates and data regarding the District's budget.

**Recommendation:** Information item only.

**Prepared By:** Brett McFadden, CBO

**Superintendent's Signature:**

*Dorma Baker* (GA)