



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.

August 14, 2013 REGULAR BOARD MEETING

CLOSED SESSION – 6:30 p.m. – 7:00 p.m.
PUBLIC SESSION – 7:00 p.m.

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

Note: Closed session later start time!

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

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

Notice to the Audience on Public Comment

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

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

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

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

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

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

1.0 CLOSED SESSION OPENING CEREMONY IN OPEN SESSION – 6:30 P.M.

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

Note: Closed session later start time!

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

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

4.0 APPROVAL OF THE AGENDA

5.0 APPROVAL OF MINUTES

a) Minutes for July 17, 2013

6.0 POSITIVE PROGRAM REPORT

- 6.1 Aptos High School Robotics Team
Report by Susan Perez, Director, Educational and English Language Services.
15 min. report; 5 min. discussion.

7.0 VISITOR NON-AGENDA ITEMS

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

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

9.0 CONSENT AGENDA

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

- 9.1 Purchase Orders July 11 – August 7, 2013
The PO's will be available in the Superintendent's Office.
- 9.2 Warrants July 11 – August 7, 2013
The warrants will be available in the Superintendent's Office.
- 9.3 Approve Student Teaching Agreements for 2013-14.
- 9.4 Approve Award Open Purchase Order Contracts for Food and Nutritional Services Bids.
- 9.5 Approve Fixture Upgrade Project for Four (4) Bathrooms for Watsonville Charter School of the Arts.
- 9.6 Approve One (1) Water Tank Site Improvement Project, Package #2 for Aptos High School.
- 9.7 Approve Additional of 25' x 40' Modular Classroom Building for Amesti Elementary School.

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 Addition of September 18, 2013 Special Board Meeting for Migrant and Seasonal Head Start Training, 6:00 to 8:00 PM.
Report by Dorma Baker, Superintendent. 2 min. report; 5 min. discussion.

12.0 REPORT AND DISCUSSION ITEMS

- 12.1 Report and discussion on 2013-14 District Budget: 45 Day Revision.
Report by Brett McFadden, CBO. 10 min. report; 5 min. discussion.
- 12.2 Report and discussion on Update on Implementation of the Local Control Funding Formula (LCFF) as it Pertains to the District's 2013-14 Budget, and Development of Subsequent Local Control Accountability Plan (LCAP).
Report by Brett McFadden, CBO. 10 min. report; 15 min. discussion
- 12.3 Report and discussion on Preventative Measures in the PVUSD.
Report by Murry Schekman, Assistant Superintendent, Secondary Education. 15 min. report; 15 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
August	▪ 28	
September	▪ 11 ▪ 25	▪ Unaudited Actuals
October	▪ 9 ▪ 23	
November	▪ 13	▪
December	▪ 11 Annual Organization Mtg.	▪ Approve 1 st Interim Report

15.0 ADJOURNMENT

PAJARO VALLEY UNIFIED SCHOOL DISTRICT
CLOSED SESSION AGENDA
August 14, 2013

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

New Hires – Probationary	
1	Attendance Specialist
New Hires	
1	Activities Director
2	Athletic Directors
2	Counselors
22	Teachers
New Substitutes	
11	Substitutes
Promotions	
1	Cafeteria Manager II
1	Office Manager
Administrative Appointments	
1	Academic Coordinator
1	Assistant Director
2	Assistant Principal
Transfers	
	None
Other	
1	Inclusion Specialist
1	Program Director
5	Teacher
Extra Pay Assignments	
3	Coach
Extra Period Assignments	
	None
Leaves of Absence	
1	Accounting Operations Manager
2	Instructional Assistant – M/M
1	Instructional Assistant – M/S
1	Office Manager

1	Custodian II
Retirements	
	None
Resignations/Terminations	
	None
Supplemental Service Agreements	
1	CAHSEE Testing
2	Nurse
2	Psychologist
146	Teacher
Miscellaneous Actions	
1	Attendance Specialist
2	Cafeteria Assistant
1	Registrar
Separations From Service	
1	Behavior Technician
1	Instructional Assistant II – Special Education
2	Assistant Principal
1	Counselor
12	Teacher
Limited Term – Projects	
1	Administrative Secretary III
5	Campus Safety and Security Officer
1	Custodian II
2	Data Entry Specialist
1	Enrichment Specialist
2	Instructional Assistant – Migrant Child Development
1	Lead Custodian II
1	Lead Custodian III
1	Office Assistant I
1	Office Assistant II
2	Office Assistant III
1	Office Manager
1	Site Computer Support Technician
Exempt	
2	Childcare

1	Crossing Guard
24	Migrant OWE
10	Pupil
3	Yard Duty
Provisional	
1	Office Assistant I
Limited Term - Substitute	
16	Custodian
1	Groundskeeper



July 17, 2013
REGULAR BOARD MEETING
UNADOPTED MINUTES
CLOSED SESSION – 6:00 p.m. – 6:30 p.m.
PUBLIC SESSION – 6:30 p.m.

DISTRICT OFFICE
HUMAN RESOURCES CONFERENCE ROOM
294 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 6:04 PM at 292 Green Valley Road, Watsonville, CA.

1.2 Public comments on closed session agenda.

None.

2.0 CLOSED SESSION (AND AFTER REGULAR SESSION IF NECESSARY)

2.1 Public Employee Appointment/Employment, Government Code Section 54957

- a. Certificated Employees**
- b. Classified Employees**
- c. Hiring Authorization**

New Hires – Probationary

None

New Hires

None

New Substitutes

11 Substitutes

Promotions

None

Administrative Appointments

3 *Assistant Principals*

Transfers

None

Other

1 Teacher on Special Assignment (TOSA) - Science

Extra Pay Assignments

None

Extra Period Assignments

1 Athletic Director

Leaves of Absence	
1	Administrative Secretary I
4	<i>Teachers</i>
1	Athletic Director
1	<i>Textbook Specialist</i>
Retirements	
	None
Resignations/Terminations	
	None
Supplemental Service Agreements	
1	Counselor
325	Teachers
Miscellaneous Actions	
	None
Separations From Service	
6	Teacher
Limited Term – Projects	
32	Behavior Tech
44	Bus Driver
13	Cafeteria Assistant
3	Cafeteria Manager I
10	Campus Safety Coordinator
1	Central Kitchen Manager
3	Health Assistants
45	Instructional Assistant – General Ed
18	Instructional Assistant I
69	Instructional Assistant II
11	Instructional Assistant – Migrant Ed
11	Library Media Tech
1	Low Incident Tech
21	Office Assistant III
4	Site Computer Support Tech
2	Warehouse Delivery Driver
Exempt	
32	Student Helper
14	Enrichment Specialist

Provisional	
	None
Limited Term - Substitute	
	None

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

3.0 OPENING CEREMONY – MEETING OF THE BOARD IN PUBLIC - 6:30 P.M.

President Yahiro called the meeting of the Board in public to order at 6:40 pm.

3.1 Pledge of Allegiance

Trustee Orozco led the Board in the Pledge of Allegiance.

3.2 Welcome by Board President

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

3.3 Superintendent Comments

Superintendent Dorma Baker commended human resources for their efficiency in filling vacancies as the new school year approaches.

**3.4 Governing Board Comments/Reports (Limit to 1 minute per trustee)
- Report on Standing Committees Meetings**

Trustee DeRose commented that she had attended the summer graduation event and it was very nice; she appreciated staff's involvement to ensure this was a great experience for students.

Trustee Rivas commented that she attended a CSBA reception and met other board members in the county. The issues of bonds, technology and core standards were discussed.

4.0 APPROVAL OF THE AGENDA

Trustee DeRose moved to approve the agenda, moving item 12.3 after 7.0. Trustee Orozco seconded the motion. The motion passed 6/0/1 (De Serpa absent).

5.0 APPROVAL OF MINUTES

a) Minutes for June 26, 2013

Trustee Rivas moved to approve the minutes for June 26, 2013. Trustee Orozco seconded the motion. The motion passed 6/0/1 (De Serpa absent).

Board President closed the regular Board meeting and opened the Public Hearing.

6.0 Public Hearing (Public Disclosure) on the Long Term Financial Impact of the Tentative Agreement for Classified Bargaining Unit employees as required by AB1200/2756 and Certification of the district's ability to meet the costs of the 2013-14 updated "phase one" collective bargaining agreement with CSEA.

6.1 Report by Brett McFadden, CBO

Mr. McFadden reported that this public hearing a legal requirement on public disclosure. The district received a letter from the County Office of Education with their approval of the analysis on the potential impact to the district with the implementation of the Tentative Agreement with CSEA and fulfillment with other unrepresented groups. The enactment of the Local Control Funding Formula was incorporated in their analysis. The COE findings conclude that the district is able to realize the agreement as well as phase I of the budget.

6.2 Public comment

None.

6.3 Board questions and comments

None.

Board President closed the Public Hearing and resumed the Board meeting.

7.0 VISITOR NON-AGENDA ITEMS

Lupe Fernandez, Child Development staff member, asked for fairness as the district approves increases to salaries; preschool teachers also deserve an increase alongside regular teachers.

12.0 REPORT, DISCUSSION AND POSSIBLE ACTION ITEMS

12.3 Report, discussion and possible action to Approve Implementation of the 2007/2008 Classification Study Year 1(Classified Staff).

Report by Pam Shanks, Director, Classified Staff.

Sharon Roddick, Assistant Superintendent of HR, reported the classification study was done for a portion of the classified unit. The Personnel Commission approved the study in 2008 and the board has not had the opportunity to adopt. Some of the recommendations include a change in range and/or to the job description.

Public comment:

Bill Mitchell, grounds foreman, asked the board to not take action on the grounds positions' job descriptions as there has not been an opportunity to discuss since 2008. He added that there have been substantial changes to the jobs which should be included in the study.

Mary Ann Gomez, retired classified employee, recommends that the board approves the study. This is the 1st group of three and it is time to continue with years 2 and 3 of the classification study.

Board participated with comments and questions.

Trustee DeRose moved to approve the classification study and to begin a new one as soon as possible. Trustee Orozco seconded the motion.

Board participated with additional comments.

The motion passed 6/0/1 (De Serpa absent).

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

Francisco Rodriguez, PVFT president, spoke about item 12.2, regarding compensation for all employee groups, stating that ECE (Early Childhood Education) was not included in the district's proposal with the union. The

district can close negotiations for the next couple of years. He added that many ECE teachers are given only 3.5 hours a day to avoid paying benefits and they have higher requirements to maintain their credential. District proposal did not include ECE or Adult Education and would close negotiations. PVFT rejected the district's proposal for this reason, in addition to others, such as reduction of class loads. PVFT wants to negotiate on behalf of the entire certificated staff.

Leticia Oropeza, CSEA president, appreciate the 3% additional increase as well as the classification study. She agrees with PVFT and their members also deserve a raise.

9.0 CONSENT AGENDA

Trustee DeRose moved to approve the consent agenda. Trustee Orozco seconded the motion. The motion passed 6/0/1 (De Serpa absent).

9.1 Purchase Orders June 20 – July 10, 2013

9.2 Warrants June 20 – July 10, 2013

9.3 Approve SELPA's Annual Service and Budget Plan, 2013-2014.

9.4 Approve Selection of Playground Equipment for the Following 9 Elementary School Sites: Amesti, Freedom, Hall District, HA Hyde, MacQuiddy, Ohlone, Radcliff, Starlight and Bradley.

9.5 Approve Amendments to Master Agreement for Construction Management Services for Measure L Projects.

10.0 DEFERRED CONSENT ITEMS

None.

11.0 REPORT, DISCUSSION AND POSSIBLE ACTION ITEMS

11.1 Report and discussion on Implementation of the Local Control Funding Formula (LCFF) and Development of the Corresponding Local Control Accountability Plan (LCAP).

Report by Brett McFadden, CBO.

Brett McFadden reported on the LCFF final compromise, which included a base ADA per grade span, CSR and CTE amounts, supplemental grant and a concentration grant per grade span. The Home to School transportation funding will remain the same as the 2012-13 funding level. The LCFF policy represents the most significant changes to school financing in 40 years. In comparing the current (now old) funding system with LCFF, Mr. McFadden commented that the old model had revenues, federal, categorical and other miscellaneous funds driving programs and services; the LCFF, through the local control accountability plan, calls for designing a budget driven by programs and services and with strict accountability measures. This accountability monitoring will be in addition to the state and federal requirements. Spending will be based on educational outcomes. The district is currently drafting an implementation plan, which will be subject to board input and approval. The new LCFF model will be implemented in an eight year phase. The district reinvestment plan is a multi-year strategy coupled to funding and it is expected to be completed by the year 2021-22, not foreseeing any economic dips.

Susan Perez, Director, Educational and English Language Services, continued the presentation, addressing the following eight State priorities related to LCFF implementation: 1) compliance with Williams criteria; 2) implementation of the Academic Content Standards that include common core state standards, ELD standards and Next Generation Science standards; 3) parental involvement; 4) pupil achievement; 5) pupil engagement; 6) school climate; 7) access to special programs for subgroups and special needs; and 8) pupil outcomes in specified subject areas. There is a lot of change coming up but it is very positive. LCAP is currently in transition and expected to be fully implemented on July 1, 2014. It has annual goals for each of the eight state priorities and it merges fiscal contribution to instructional programs. The district is already planning and discussing this transition in collaboration

across departments. It was stated that there are significant sanctions if any of the eight priorities are not met.

Sharon Roddick, Assistant Superintendent of HR, spoke of the department's efforts to support positive student outcomes, including aligning positions to allow students to meet their targets. The district will be evaluating the effectiveness of the current organizational structure of leadership divisions, as well as revising and realigning existing work assignments and distribution of responsibilities to best serve students. These plans for realignment will be brought back to the Board in August.

The board participated with comments and questions.

12.0 REPORT, DISCUSSION AND POSSIBLE ACTION ITEMS (Continued)

12.1 Report, discussion and possible action to Approve Tentative Agreement with Classified State Employees Association.

Report by Sharon Roddick, Assistant Superintendent, HR.

Trustee DeRose moved to approve this item. Trustee Orozco seconded the motion. The motion passed unanimously.

12.2 Report, discussion and possible action to Approve Revised Employee Salary Schedules for Management, Cabinet, Confidential, and Occupational Therapist Employees.

Report by Sharon Roddick, Assistant Superintendent, HR.

Sharon Roddick reported that this action would allow unrepresented groups to receive the same revisions to their salary schedule. She reminded the Board that the district is still in negotiations regarding salaries for teachers, adult education teachers and early childhood education teachers. Negotiations will resume in the fall.

Superintendent Dorma Baker, addressing PVFT president's concern, clarified that negotiations would not be closed and that the three salary schedules for certificated staff are separate and are negotiated as separate items.

Board participated with comments and questions.

Trustee DeRose moved to approve this item. Trustee Ursino seconded the motion.

The board participated with additional comments.

The motion passed 5/1/1 (Osmundson dissented; De Serpa absent).

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 employees report with the addition of 3 Assistant Principals under Administrative Appointments and 2 Teachers under Leaves of Absence. Trustee Ursino seconded the motion. The motion passed 6/0/1 (De Serpa absent).

b. Classified Employees

Trustee DeRose moved to approve the classified employees report with the addition of 1 Textbook Specialist under Leaves of Absence. Trustee Orozco seconded the motion. The motion passed 6/0/1 (De Serpa absent).

14.0 UPCOMING BOARD MEETINGS/REMAINING BOARD MEETINGS FOR 2013

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		Comment
August	<ul style="list-style-type: none"> ▪ 14 ▪ 28 	
September	<ul style="list-style-type: none"> ▪ 11 ▪ 25 	<ul style="list-style-type: none"> ▪ Unaudited Actuals
October	<ul style="list-style-type: none"> ▪ 9 ▪ 23 	
November	<ul style="list-style-type: none"> ▪ 13 	<ul style="list-style-type: none"> ▪
December	<ul style="list-style-type: none"> ▪ 11 Annual Organization Mtg. 	<ul style="list-style-type: none"> ▪ Approve 1st Interim Report

15.0 ADJOURNMENT

There being no further business to discuss, the Board adjourned at 8:10 PM.

Dorma Baker, Superintendent



PAJARO VALLEY UNIFIED SCHOOL DISTRICT



Board Agenda Backup

Item No: 6.1

Date: August 14, 2013

Item: Positive Program Report: Aptos High School Robotics Team

Overview: Aptos High School students recently took first place at the 12th annual Marine Advanced Technology Education (MATE) International Underwater Robotics competition. The fourteen member team along with their three mentors and robot, The Kraken, competed on June 20 – 22nd near Seattle, Washington. The MATE competition challenges K-12, community college, and university students from all over the world to design and build remotely operated vehicles (ROVs) to tackle missions modeled after scenarios from the ocean workplace. The Aptos team competed against 30 other high school teams from around the globe who had advanced from regional competitions. Aptos received top honors in three areas: underwater mission, technical report and first place overall.

Joseph Manildi, team advisor, and members of the Aptos High School Robotics team will present The Kraken and briefly highlight their experience.

Recommendation: Informational item only.

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

Superintendent's Signature:

Dorma Baker (SA)



Board Agenda Backup

Item No: 9.3

Date: August 14, 2013

Item: STUDENT TEACHING AGREEMENTS – 2013-14

Overview: Standard agreements are authorized annually between the Pajaro Valley Unified School District and institutions of higher education. Students in education programs, such as student teachers, are placed with PVUSD Master Teachers for experience, training and evaluation. PVUSD Master Teachers may receive a small stipend in return.

Each contract with each college is approved and resolved by the Board of Trustees every year. The contracts arrive at different times during the year depending upon semester configurations, and student assignments.

Past practice has been to facilitate these agreements for student teaching as it allows the District to identify and recruit highly skilled candidates before they reach the general market place. The District continues to contract local universities some of which include: San Jose State, UC Santa Cruz, Chapman College, California Polytechnic San Luis Obispo, California State University at Monterey Bay, John F. Kennedy University, Sonoma State University, Chico State University, Hispanic University, Sacramento State University, University of Phoenix, Western Oregon University and National University.

Authorization for the Superintendent or designee to sign standard Student Teacher agreements/ contracts, which arrive at different times of the year, will enable us to maintain a timely turnaround of the documents and allow us to maintain a close working relationship with the colleges.

Rationale: PVUSD benefits from early identification and recruitment of bilingual certificated and other highly qualified teachers. Candidates may also become familiar with PVUSD, its mission and goals, its faculties and students.

Recommendation: Approve and authorize the Superintendent or designee to sign the student teaching agreements/contracts.

Budget Considerations: Not Applicable

Funding

Source: _____

Budgeted: Yes: ☐ No: ☐

Amount: \$ _____

Prepared By: Mr. Ian MacGregor, Director, Certificated Staff

Superintendent's Signature: _____

Dorma Baker (S)



PAJARO VALLEY UNIFIED SCHOOL DISTRICT



Board Agenda Backup

Item No: 9.4

Date: August 14, 2013

Item: Approval to award open purchase order contracts for Food and Nutritional Services bids.

Overview: The competitive bidding process was executed by Purchasing Services for the following Food and Nutritional Services products and supplies:

Frozen and Dry Products Bid 02-FS1314

Paper Products and Supplies Bid 03-FS1314

Bids received were evaluated and awarded in accordance with the bid and contract documents. Open purchase order contracts for fiscal year July 1, 2013 – June 30, 2014 in estimated amounts will be issued to the awarded vendors. Estimated amounts are the total of bid product and supply line items awarded to each vendor and calculated using the prior year estimated usage and the awarded bid price. These amounts may increase or decrease as orders will be placed as needed throughout the fiscal year.

Recommendation: Administration recommends contract awards in the estimated amounts to the following vendors for fiscal year July 1, 2013 through June 30, 2014.

Frozen and Dry Products Bid 02-FS1314

Hayes Distributing	\$147,923.25
Performance Foods	\$12,185.10
School Lunch Products, Inc.	\$50,355.00
Sysco San Francisco, Inc.	\$51,546.26
The Danielsen Company	\$127,821.97

Paper Products and Supplies

Ekon-O-Pac, Inc.	\$365.00
P & R Paper	\$49,053.79
Performance Food Service	\$1,141.76
Plastic Package	\$2,303.00
Pressed Paperboard	
Technologies, LLC	\$27,488.00
Sysco San Francisco, Inc.	\$2,300.55
The Danielsen Company	\$5,208.03
The Platinum	
Packaging Group	\$6,280.32
Wallace Packaging, LLC	\$17,808.70

Grand Total (all Bids) \$501,780.73

BUDGET CONSIDERATIONS

Funding Source: Cafeteria Fund

Budgeted: Yes: ☒ No: ☐

Amount: \$501,780.73 (estimated amount only)

Prepared by: Nicole Meschi, Director of Food Services

Rich Buse, Director of Purchasing Services

Chief Business Officer: Brett McFadden

Superintendent: Dorma Baker

Nicole Meschi
Rich Buse
Brett McFadden
Dorma Baker (AA)



Board Agenda Backup

Item No: 9.5

Date: August 14, 2013

Item: Watsonville Charter School of the Arts (WCSA) – (4) Bathrooms
Fixture Upgrade Project

Overview: At the June 12 Board meeting, Reyna Duarte and Sue Forson parents of children attending the Watsonville Charter School of the Arts, spoke to the Board during the Public Comments for non-agenda items. They spoke about the poor condition of the restrooms at the school site. When they finished addressing the Board they requested approval to submit a binder with information, pictures, petitions and 30 Williams Uniform Complaint documents. The binder was submitted to Brett McFadden Chief Business Officer (CBO) for PVUSD. The following day Brett provided the binder to the Maintenance, Operations and Facilities Department to resolve. We had 7 companies pulled plans for this project.

The District opened bids for this project on July 22, 2013 at 02:00 PM. The apparent low bidder is Wolcott Construction out of Santa Cruz with a bid of \$69,939.00 out of the 2 bids submitted.

Due to the emergency nature of this contract and bid package, Gov. Contract Code, Section #20113 was utilized.

1. Wolcott Construction - \$69,939.00 – Santa Cruz
2. Testorff Construction – Non Responsive – Aptos
(Submitted bid late)

Recommendation: It is recommended that the Board accept and award this project to Wolcott Construction, the apparent low bidder and enter into contract with the District for this Project in the amount of \$69,939.00.

Budget Considerations:

Funding Source: Deferred Maintenance

Budgeted: Yes: ☐ No: ☒

Amount: \$69,939.00

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

Superintendent's Signature: Dorma Baker
Dorma Baker



Name of Reviewer
Gregory Giuffre
Reviewer Signature

WATSONVILLE CHARTER SCHOOL OF THE ARTS SCHOOL
BATHROOM FIXTURE UPDATES
PAJARO VALLEY UNIFIED SCHOOL DISTRICT - MAINTENANCE, OPERATIONS & FACILITIES DEPARTMENT
Bid Date – Friday, July 19, 2013 - before 2:00PM

	Michael Wolcott Construction	Testorff Construction	Seldon & Son Inc.	Scheel Construction
	<u>Contractor A</u>	<u>Contractor B</u>	<u>Contractor C</u>	<u>Contractor D</u>
Bid Form	<input checked="" type="checkbox"/>			
Bid Bond	<input checked="" type="checkbox"/>			
Sub-Contractor List	<input checked="" type="checkbox"/>			
Non-Collusion Affidavit	<input checked="" type="checkbox"/>			
# of Addenda - N/A				

Bid Amounts

Base Bid	\$69,939.00	Non-responsive	Non-responsive	Non-responsive
Alternate 1				
Alternate 2				

Summary Of Bids

Base Bid	\$69,939.00	Non-responsive	Non-responsive	Non-responsive
Total Base Bid + All Alternates	\$69,939.00	\$0.00	\$0.00	\$0.00

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement effective 25th 13, 2004 by and between Pajaro Valley Unified School District, Santa Cruz County, California, hereinafter called the "Owner" and MICHAEL WOLFE CONSTRUCTION hereinafter called the "Contractor."

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

Watsonville Charter School of the Arts Bathroom Fixture Updates

all in strict compliance with the plans, drawings and specifications therefore prepared by:

Pajaro Valley Unified School District

and other contract documents relating thereto.

ARTICLE II. CONTRACT DOCUMENTS. The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the Contract Documents which form the Contract.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES. Time is of the essence in this contract, and the time of completion for this Project shall be **Thirty (30) calendar days** from the date established in the Owner's Notice to Proceed. Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the time specified: **\$100.00 (One hundred dollars)**, for each calendar day by which completion of the Project is delayed beyond the completion date.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

ARTICLE IV. PAYMENT. The Owner agrees to pay the Contractor in current funds for the performance of the Contract *Sixty-nine thousand three hundred thirty-eight and 00/100* (\$69,338.00) and to make payments on account thereof as provided in the General Conditions.

ARTICLE V. CHANGES. Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION. The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES. Pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

ARTICLE VIII. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in

Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. INDEMNIFICATION AND INSURANCE. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, and employees as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be **\$1,000,000.00 (one million dollars)** per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be **\$1,000,000.00 (one million dollars)** per accident for bodily injury and property damage combined single limit.

ARTICLE XI. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XII. EXECUTION OF OTHER DOCUMENTS. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIII. EXECUTION 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.

ARTICLE XIV. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

NOTE:

Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.



Board Agenda Backup

Item No: 9.6

Date: August 14, 2013**Item:** Aptos High School – (1) Water Tank Site Improvement Project – Package #2

Overview: Aptos High has two water tanks which service the domestic and fire water needs for the campus. One tank holds 265,000 gallons; this one was replaced and upgraded in 2008. The other tank was built around 1976 and is a 450,000 Gallon redwood tank which is leaking and cannot be repaired. The project will be bid in two phases. Phase one will be for the procurement of the water tank, foundation design and erection. (Phase one as well as the overall budget for the project were approved at the May 22, 2013 Board Meeting) Phase two is for the demolition, site work and final connections. We had 7 companies pulled plans for this project.

The District opened bids for Package #2 for this project on June 21, 2013 at 10:00 AM. The apparent low bidder is CRW Industries, Inc. out of Scotts Valley with a bid of \$620,585.00 out of the 4 bids submitted.

1. CRW Industries, Inc. - \$620,585.00 - Scotts Valley
2. Earthworks Paving and Constructor - \$650,000.00 - Capitola
3. Monterey Peninsula Engineering – \$736,000.00 – Monterey
4. Don Chapin Company - \$757,701.00- Salinas

Recommendation: It is recommended that the Board accept and award Phase 2 of this project to CRW Industries, Inc., the apparent low bidder and enter into contract with the District for this Project in the amount of \$620,585.00.

Budget Considerations:**Funding Source:** Measure L Bond Funds**Budgeted:** Yes: ☒ No: ☐**Amount:** \$620,585.00 (Included in the overall project budget approved at the May 22, 2013 Board Meeting)**Prepared By:**

Richard Mullikin, Director of Maintenance, Operations & Facilities

Superintendent's Signature:

Dorma Baker



Name of Reviewer
Gregory Giuffre - Planning Assistant - PVUSD
Reviewer Signature

APTOS HIGH SCHOOL
WATER TANK REPLACEMENT PROJECT - PACKAGE #2 -SITE IMPROVEMENTS & TANK PAD
PAJARO VALLEY UNIFIED SCHOOL DISTRICT - MAINTENANCE, OPERATIONS & FACILITIES DEPARTMENT
 Bid Date – Friday, July 21, 2013 - before 10:00am

	<u>CRW Industries, Inc.</u>	<u>Don Chapin Company</u>	<u>Earthworks Paving Contractors, Inc.</u>	<u>Monterey Peninsula Engineering</u>	
	<u>Contractor A</u>	<u>Contractor B</u>	<u>Contractor C</u>	<u>Contractor D</u>	<u>Contractor E</u>
Bid Form	x	x	x	x	
Bid Bond	x	x	x	x	
Sub-Contractor List	x	x	x	x	
Non-Collusion Affidavit	x	x	x	x	
# of Addenda	1	1	1	1	
<u>Bid Amounts</u>					
Base Bid	\$620,585.00	\$757,701.00	\$650,000.00	\$736,000.00	
Alternate 1					
Alternate 2					
<u>Summary of Bids</u>					
Base Bid	\$620,585.00	\$757,701.00	\$650,000.00	\$736,000.00	\$0.00
Total Base Bid + All Alternates	\$620,585.00	\$757,701.00	\$650,000.00	\$736,000.00	\$0.00

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement effective July 03, 2013, by and between Pajaro Valley Unified School District, Santa Cruz County, California, hereinafter called the "Owner" and CRW Inc hereinafter called the "Contractor."

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

**Water Tank Replacement Project at
Aptos High School (Package 2) Site Improvements and Tank Pad
100 Mariner Drive, Aptos, CA 95003**

all in strict compliance with the plans, drawings and specifications therefore prepared by:

**SANDIS Civil Engineers Surveyors Planners
636 9th Street, Oakland, CA 94607 - (510) 873-8866 x:421**

and other contract documents relating thereto.

ARTICLE II. CONTRACT DOCUMENTS. The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the Contract Documents which form the Contract.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES. Time is of the essence in this contract, and the time of completion for this Project shall be **Ninety (90) calendar days** from the date established in the Owner's Notice to Proceed. Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited

to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the time specified: **\$500.00 (Five hundred dollars)**, for each calendar day by which completion of the Project is delayed beyond the completion date.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

ARTICLE IV. PAYMENT. The Owner agrees to pay the Contractor in current funds for the performance of the Contract **Six Hundred Twenty Thousand Five Hundred Eighty Five (\$620,585)** and to make payments on account thereof as provided in the General Conditions.

ARTICLE V. CHANGES. Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION. The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES. Pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be

adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

ARTICLE VIII. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that

contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. INDEMNIFICATION AND INSURANCE. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, and employees as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be **\$1,000,000.00 (one million dollars)** per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be **\$1,000,000.00 (one million dollars)** per accident for bodily injury and property damage combined single limit.

ARTICLE XI. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XII. EXECUTION OF OTHER DOCUMENTS. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIII. EXECUTION 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.

ARTICLE XIV. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions.

The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.


ARTICLE XV. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. 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.

ARTICLE XVI. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVII. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XVIII. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

(CONTRACTOR)

 **Bill Burr**
Pres / CRN

SIGNED BY (Contractor)

(OWNER)

_____(Title)

402484

CONTRACTOR'S LICENSE NO.

April 30, 2015

LICENSE EXPIRATION DATE

NOTE:

Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.



Board Agenda Backup

Item No: 9.7

Date: August 14, 2013

Item: Amesti Elementary School – Additional 25' x 40' Modular Classroom Building

Overview: In Amesti Elementary School's neighborhood there is a new development being built. Schapiro Knolls is an 88-unit apartment complex. When it opens in fall of 2013, the complex will provide 22 one-bedroom units, 31 two-bedroom units, 28 three-bedroom units, and 7 four-bedroom units. Staff is estimating there could be up to 100 additional students attending Amesti Elementary School from this development. After careful review of the current space inventory for the school staff determined there is a need for one more additional classroom building. This bid process is for the site work required for the modular to be set and connected to the current data and electrical. The Architectural amendment as the overall budget for the project were approved at the May 22, 2013 Board Meeting) We had 4 companies pulled plans for this project. The District opened bids for this project on July 12, 2013 at 10:00 AM. The apparent low bidder is Earthworks Paving Contractors, Inc. out of Capitola with a bid of \$54,900.00 out of the 4 bids submitted.

1. Earthworks Paving and Constructor - \$54,900.00 - Capitola
2. Don Chapin Company - \$59,500.00- Salinas
3. Quesada Construction, Inc. - \$63,000.00 - Soquel
4. CRW Industries, Inc. - \$71,643.00 - Scotts Valley

Recommendation: It is recommended that the Board accept and award this project to Earthworks Paving Contractors, Inc., the apparent low bidder and enter into contract with the District for this Project in the amount of \$54,900.00.

Budget Considerations:

Funding Source: Developer Fees

Budgeted: Yes: ☐ No: ☒

Amount: \$54,900.00

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

Superintendent's Signature: Dorma Baker (AS)



Name of Reviewer
Gregory Giuffre
Reviewer Signature

AMESTI ELEMENTARY SCHOOL
PORTABLE CLASSROOM ADDITION
PAJARO VALLEY UNIFIED SCHOOL DISTRICT - MAINTENANCE, OPERATIONS & FACILITIES DEPARTMENT
Bid Date – Friday, July 12, 2013 - before 10:00am

	CRW Industries, Inc.	Don Chapin Co.	Earthworks Paving Contractors Inc.	Quesada Construction Inc.
	<u>Contractor A</u>	<u>Contractor B</u>	<u>Contractor C</u>	<u>Contractor D</u>
Bid Form	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bid Bond	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Sub-Contractor List	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Non-Collusion Affidavit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
# of Addenda	1	1	1	1

Bid Amounts

Base Bid	\$71,643.00	\$59,500.00	\$54,900.00	\$63,000.00
Alternate 1				
Alternate 2				

Summary Of Bids

Base Bid	\$71,643.00	\$59,500.00	\$54,900.00	\$63,000.00
Total Base Bid + All Alternates	\$71,643.00	\$59,500.00	\$54,900.00	\$63,000.00

2013 JUL 22 PM 1:04

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement effective July 17, 2013, by and between
Pajaro Valley Unified School District, Santa Cruz County, California, hereinafter called
the "Owner" and Earthworks Paving Contractors Inc. hereinafter called the "Contractor."

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter
named agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor,
equipment and materials, including tools, implements, and appliances required, and to
perform all the work in a good and workmanlike manner, free from any and all liens and
claims from mechanics, material suppliers, subcontractors, artisans, machinists,
teamsters, freight carriers, and laborers required for:

Bid # B01-0613-41

Project

**Amesti Elementary School
Global Modular Addition Site Work and Connection
One 24 X 40 Building**

all in strict compliance with the plans, drawings and specifications therefore prepared by:

Pajaro Valley Unified School District

and other contract documents relating thereto.

ARTICLE II. CONTRACT DOCUMENTS. The Contractor and the Owner agree that
all of the documents listed in Article 1.1.1 of the General Conditions form the Contract
Documents which form the Contract.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES. Time is
of the essence in this contract, and the time of completion for this Project shall be **Ninety
(90) calendar days** from the date established in the Owner's Notice to Proceed. Failure
to complete the Project within the time and in the manner provided for by the Contract
Documents shall subject the Contractor to liquidated damages. The actual occurrence of
damages and the actual amount of the damages which the Owner would suffer if the
Project were not completed within the specified times set forth are dependent upon many
circumstances and conditions which could prevail in various combinations and, from the
nature of the case, it is impracticable and extremely difficult to fix the actual damages.
Damages which the Owner would suffer in the event of delay include, but are not limited

to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the time specified: **\$100.00 (One hundred dollars)**, for each calendar day by which completion of the Project is delayed beyond the completion date.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

ARTICLE IV. PAYMENT. The Owner agrees to pay the Contractor in current funds for the performance of the Contract fifty four thousand, nine hundred dollars (\$54,900) and to make payments on account thereof as provided in the General Conditions.

ARTICLE V. CHANGES. Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION. The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES. Pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be

adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

ARTICLE VIII. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that

contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. INDEMNIFICATION AND INSURANCE. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, and employees as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be **\$1,000,000.00 (one million dollars)** per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be **\$1,000,000.00 (one million dollars)** per accident for bodily injury and property damage combined single limit.

ARTICLE XI. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XII. EXECUTION OF OTHER DOCUMENTS. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIII. EXECUTION 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.

ARTICLE XIV. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions.

The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XV. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. 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.

ARTICLE XVI. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVII. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XVIII. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

(CONTRACTOR)

(OWNER)

Stephanie Straus
SIGNED BY (Contractor)

_____(Title)

807689 A
CONTRACTOR'S LICENSE NO.

5/31/14
LICENSE EXPIRATION DATE

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.



PAJARO VALLEY UNIFIED SCHOOL DISTRICT



Board Agenda Backup

Item No: 11.1

Date:	August 14, 2013
Item:	Addition of Special Meeting for Required Migrant and Seasonal Head Start Training on Wednesday, September 18, 2013.
Overview:	<p>The Board has shared governance with Migrant Head Start and it is a requirement that the Board participates in an annual training for MSHS.</p> <p>This training will take place from 6 to 8 pm.</p>
Recommendation:	Approve addition of this training to Board Meeting Schedule.

Prepared By: Brett McFadden, CBO

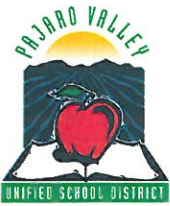
Superintendent's Signature:

Dorma Baker (A31)



Pajaro Valley Unified School District Board of Trustees Meeting Schedule 2013

		Comment
January	<ul style="list-style-type: none"> ▪ 16 (changed from 23rd on 12/11) ▪ 23 	▪
February	<ul style="list-style-type: none"> ▪ 13 ▪ 27 	
March	<ul style="list-style-type: none"> ▪ 13 ▪ 27 	▪ Approve 2 nd Interim Report
April	<ul style="list-style-type: none"> ▪ 10 ▪ 13 (added on 3/27) ▪ 24 (cancelled on 3/27) 	▪ Board Governance
May	<ul style="list-style-type: none"> ▪ 8 ▪ 16 (added on 5/8/13) ▪ 22 	<ul style="list-style-type: none"> ▪ Special Meeting: Closed Session on Negotiation Update/Planning ▪ Approve 3rd Interim Report
June	<ul style="list-style-type: none"> ▪ 12 ▪ 26 	<ul style="list-style-type: none"> ▪ ▪ 13-14 Budget Adoption
July	<ul style="list-style-type: none"> ▪ 17 (added on 6/26/13) 	▪
August	<ul style="list-style-type: none"> ▪ 14 ▪ 28 	
September	<ul style="list-style-type: none"> ▪ 11 ▪ 18 (proposed 8/14) ▪ 25 	<ul style="list-style-type: none"> ▪ Unaudited Actuals ▪ MSHS Training
October	<ul style="list-style-type: none"> ▪ 9 ▪ 23 	
November	<ul style="list-style-type: none"> ▪ 13 	▪
December	<ul style="list-style-type: none"> ▪ 11 Annual Organization Mtg. 	▪ Approve 1 st Interim Report



Board Agenda Backup

Item No: 12.1

Date: August 14, 2013

Item: 2013-14 District Budget: 45-Day Revision

Overview: Education Code section 42127 (i)(4) requires schools districts not later than 45 days after the Governor signs the annual Budget Act to make available for public review any revisions in revenues and expenditures that it has made to its budget as a result of the enacted state budget. This action item is intended to meet that statutory requirement with updated direction provided by the Santa Cruz County Office of Education (COE).

COE guidance on districts' 45 day budget revision requirements has historically been that if the enacted state budget will result in a positive impact to the district's ending fund balance, action within the 45 day period was optional for the district. If it would result in a negative impact, then action was required within that time period.

Due to the unique circumstances associated with the enactment of the Local Control Funding Formula (LCFF), state officials and county offices recognize that 2013-14 will be a transition year. Many of the regulatory and logistical aspects of implementing the LCFF have yet to be issued.

The COE has recommended to all Santa Cruz county school districts that they provide updated revenue and expenditure estimates to their boards and communities, but not incorporate these into their financial systems yet since the state may issue further directives and/or clarifications on how to account for such monies. District staff estimates that these system changes will be made at the First Interim Budget Report in December.

District staff estimates 2013-14 General Fund revenues will increase from approximately \$169 million to \$175 million – an estimated \$6 million ongoing increase. This increase is associated with implementation of year one LCFF funding. In addition, the board has authorized additional expenditures since its June 26 adoption of the 2013-14 District Budget. The largest of these was an additional three percent salary increase to classified and management staff. Staff will provide the board information detailing updated revenue and expenditure estimates to date.

Attached to this item is an informational bulletin from the Santa Clara Office of Education. This information is provided as a comparison. Public input to the board has stated that the Santa Cruz COE's fiscal oversight has been

overly conservative and beyond its reasonable authority. Evidence indicates that these arguments are inaccurate. Staff analysis has found that all 48 COEs in the state are issuing similar directives to their school districts. In some instances, other COEs have issued tougher measures than that of the Santa Cruz COE. Statewide COE oversight reflects the following:

- School districts should continue to be cautious and focus on a multi-year strategy when developing budgets and reaching collective bargaining agreements.
- Districts will only receive a portion of their estimated LCFF increase each year over the eight-year implementation timeline.
- It is possible that funding shortfalls and/or changes in policy could occur over this eight-year timeframe.
- Districts will need to address implications of ongoing funding deficits, deferrals, operational needs, and other ongoing obligations as part of their overall LCFF/LCAP implementation strategy.
- State LCFF accountability and spending guidelines have not been issued as of yet – districts should be cautious about making long term obligations until these regulations and guidelines are approved by the State Board of Education (spring 2014).

Recommendation: Approve updated 2013-14 district revenue and expenditure estimates as a result of the state budget act and subsequent enactment of the LCFF.

Budget Considerations:

Funding Source: General Fund


Budgeted: Yes: ☒ No: ☐

Amount: None

Prepared By: Brett W. McFadden, Chief Business Officer
Helen Bellonzi, Director of Finance

Superintendent's Signature:

Dorma Baker

 (AS)



District Business & Advisory Services

Nimrat Johal: Director- DBAS: 408-453-6599

Cathy McKim: Manager-DBAS: 408-453-6588

Bulletin: 14-006

Date: July 8, 2013

To: District Chief Business Officials
District Directors of Fiscal Services

From: Nimrat Johal

Re: 2013-14 Final State Budget and 45-Day Revision Guidelines

With the final 2013-14 State Budget, school districts now have the funding parameters and conditions to revise (if needed) their adopted 2013-14 budgets. This bulletin provides highlights from the relevant provisions of the Budget.

Education Code (EC) section 42127 requires the Governing Board of each school district to make any revisions in its adopted budget revenues and expenditures within 45 days after the Governor signs the annual Budget Act. The following represents the general assumptions and parameters that we are recommending districts use in the preparation of their 45-Day Budget Revision. This guidance is based on the State Budget Act for fiscal year 2013-14. In the following, we summarize those parts of the State Budget that districts, joint powers authorities and charter schools should consider.

Background

On June 27, 2013, Governor Brown signed the State Budget Act of 2013-14. Highlighted below are the significant changes from the May Revise:

- ✓ A new Local Control Funding Formula (LCFF) replaces the current system of revenue limits. The budgetary allocation for LCFF implementation has been increased to \$2.1B from \$1.9B in the May Revise
- ✓ The Base Grant amount has been increased by \$537 per unit of average daily attendance (ADA)
- ✓ The supplemental grant has been changed to 20% of the base grant compared to 35% of the base grant for students from low-income families and foster youth
- ✓ The Concentration Grant has been reduced from 35% to 22.5% of the base grant based on number of English Language learners (ELL), students from low-income families, and foster youth that comprise more than 55% of enrollment
- ✓ An Economic Recovery Target has been introduced to ensure that almost every Local Educational Agency (LEA) receives at least the same funding as it did in 2007-08, adjusted for inflation, at full implementation of LCFF
- ✓ There is a requirement for LEAs to adopt (over 2 public hearings) a local control and accountability plan (LCAP). The LCAP will need to be reflected in the budget that is submitted to the County Superintendent for approval. The LCAP must be adopted by July 1, 2014. The State Board of Education (SBE) will release the template for LCAP by March 31, 2014.

- ✓ The following categorical programs will continue to be funded outside of LCFF:
 - Special Education
 - After School Education and Safety Program
 - State Preschool
 - Quality Education Investment Act
 - State Testing Program
 - American Indian Education Centers
 - Early Childhood Education Programs
 - Specialized Secondary Programs
 - California Partnership Academies
 - Agricultural Education Incentive Program
 - Foster Youth Programs
 - Adults in Correctional Facilities
- ✓ The funding for Common Core Implementation has been increased from \$170 per unit of enrollment to \$200 per unit of enrollment

Summary

We recognize that these are extraordinary economic times and it is difficult to gauge the future. School district budgets should be managed with a great degree of conservatism over the next few years. With each school district growing at a different rate under LCFF, the impact of another recession will vary significantly from district to district. Districts that are on high growth will experience a sharper drop than those that are on moderate or relatively flat growth. Additionally, while the budget purports to restore districts to pre-recession funding levels, there are several items included in these restoration levels that were not part of the funding districts received in 2007-08 such as deferral buy-downs. Further, even though Cost of Living Adjustments are included in LCFF, these are not really funded because districts will only receive a portion of the gap funding each year. *We strongly recommend that district keep this in focus when negotiating contracts for the future.*

It is recommended that school districts continue to be conservative and focus on a multi-year strategy when recommending decisions and obtaining agreements. Attention should be focused on the multi-year projections for 2014-15 and beyond. It is important that school districts be proactive through developing contingency plans that allow the most flexibility possible.

If you have any questions regarding this Bulletin, please feel free to call me at 408-453-6599.



Board Agenda Backup

Item No: 12.2

Date: August 14, 2013

Item: Update on implementation of the Local Control Funding Formula (LCFF) as it pertains to the district's 2013-14 Budget, and development of subsequent Local Control Accountability Plan (LCAP)

Overview: Staff will present an update on the district's implementation of the LCFF in the 2013-14 fiscal year. In addition, updated information regarding specifics of the LCFF and pending requirements associated with the district's required approval of an LCAP will be provided.

Attached are two documents that provide additional perspectives and information regarding the LCFF and LCAP. The first is a joint statement recently issued by the three primary statewide management associations regarding LCFF/LCAP development and implementation. The second is an overview document from the independent Legislative Analyst's Office.

Recommendation: Informational only, no actions proposed at this time

Budget Considerations:

Funding Source: No budget action at this time

Budgeted: Yes: ☒ No: ☐

Amount: None

Prepared By: Brett W. McFadden, Chief Business Officer

Superintendent's Signature: _____

Dorma Baker

Dorma Baker (Signature)

August 8, 2013

Dear District and County Leadership Teams:

On behalf of the undersigned organizations, we are writing to provide this joint communication on the implementation of the Local Control Funding Formula (LCFF) and what it means for districts, students and communities in 2013-14 and beyond.

The LCFF represents a historic shift in how California funds public schools – a major restructuring of the state’s school finance allocation methodology, based on the key precepts of local decision making, equity, accountability and transparency. While a change of such magnitude brings with it many questions and uncertainties, the LCFF presents an equally historic opportunity for local education agencies to improve student outcomes, close achievement gaps, and increase the level of communication between schools and the communities they serve.

The state’s shift away from categorical funding will require that districts be strategic in their spending and instructional program delivery, in ways that they perhaps have not considered before. To achieve the goals the state has outlined will require that districts begin local conversations *now*. Collaboration is critical and communications must be inclusive, and in the form of a dialogue. Among the key stakeholders that districts must begin engaging in discussions about how to improve outcomes for students are parents, teachers, principals, other school personnel and administrators, community groups and students themselves.

The 2013-14 fiscal year is an important transition year, as the State Board of Education develops regulations on the expenditure of funds and the accountability plan template, and the Superintendent of Public Instruction apportions funding under the new formula. During this transition, it is imperative that districts continue to be transparent and articulate how schools are making new and innovative opportunities available to support students. And while this transition year is just now beginning, there are considerations and conversations that should start immediately.

Districts must focus on several key areas as the state implements LCFF and clarifies requirements pertaining to the Local Control Accountability Plan (LCAP). These include honest and open stakeholder involvement, budget development and bargaining considerations. Our specific recommendations include the following:

Stakeholder Involvement and Input

Stakeholder involvement should begin now and be purposeful, informational, and provide clarity regarding the expectations of the budget and plan adoption. Teachers, principals, and classified personnel should be a part of these discussions, as well as parents, community groups and the business community. Establishing a parent advisory committee (and, depending on student demographics, an English Learner parent advisory committee) is a critical and required activity to engage parental involvement. Districts should be prepared to share information about the new

funding formula, the impact of the formula on district budgets, the budget development process and the expectations for the process. Although the template for the LCAP will not be completed until 2014, there are still statutory requirements for community and parental engagement that districts can begin to implement immediately.

Budget Development

The LCFF and the LCAP call for the alignment of budgets with plans for improving student outcomes and closing achievement gaps on at least eight state priorities and, if your district chooses, additional local priorities. District leadership must balance the need to reinvest in overall school and district operations, instructional programs, staff, and salaries/benefits with the expectation to implement new programs and services to make progress towards meeting goals on the state and local priorities for all pupils as well as pupil subgroups. Ensuring the district's budget is aligned with its instructional plan will be critically important under LCAP. This budget planning may take longer, and involve different kinds of conversations than district leaders have had in the past. Further, districts will be facing additional budgetary challenges that did not exist in previous fiscal years such as reducing K-3 class sizes to a 24:1 ratio, restoring the school year to 180 instructional days and maintaining funding levels for specific programs such as home-to-school transportation, regional occupational centers and programs and adult education.

It is critical that districts have a clear understanding of the conditions that impact student learning and achievement, and understand the quality of services that can be provided to produce academic success. While it remains unclear what requirements the State Board of Education will adopt on the supplemental and concentration funds, the statutory language calls upon districts to increase and/or improve services for English learners, low-income students and students in foster care in proportion to the increase in funds that districts receive based upon the unduplicated number of these students.

Collective Bargaining Considerations

With the state projecting additional resources for the majority of school districts, there will be considerable demand to restore previously reduced salaries, benefits and furloughs. In complex bargaining, careful planning is essential in order to achieve the most efficient, effective and ethical agreement. Effectiveness begins with clearly stated goals, both for the beginning and conclusion of negotiations. Poor or inadequate planning will result in lost opportunities, damaged relationships, and commitments that could jeopardize a district's fiscal health as well as its ability to meet the statutory requirements of and expectations inherent in the new law.

Bargaining goals should reflect the needs and expectations of all district stakeholders and constituent groups. The most successful planning models begin with governing boards determining goals for negotiations, and district leadership developing detailed plans to achieve those goals. Consistent and constant communication between all parties and the community will result in successful agreements.

Local Planning

LCFF creates the opportunity to begin planning for strategic investments moving forward, but in the short term there are a number of important regulatory decisions that need to be made.

Districts will be pressured to make decisions and commitments now, but it is important to make informed decisions on programs and services and to retain flexibility for subsequent budget years, when there will be more details on the requirements for the expenditure of funds.

In conclusion, we encourage school districts to view the LCFF and LCAP as new opportunities to engage communities in a holistic discussion on the best strategies and concrete actions that will improve achievement, eliminate achievement gaps and meet the goals and expectations we all have for our students. We hope that this information is helpful as the state transitions to a new funding model.

Sincerely,



Wes Smith, Executive Director
Association of California School Administrators



Molly McGee Hewitt, Executive Director
California Association of School Business Officials



Vernon M. Billy, Executive Director
California School Boards Association



An Overview of the Local Control Funding Formula

MAC TAYLOR • LEGISLATIVE ANALYST • JULY 29, 2013

Executive Summary

Chapter 47, Statutes of 2013 (AB 97, Committee on Budget)—enacted as part of the 2013-14 budget package—made major changes both to the way the state allocates funding to school districts and the way the state supports and intervenes in underperforming districts. The legislation was the culmination of more than a decade of research and policy work on California’s K-12 funding system. This report describes the major components of the legislation, with the first half of the report describing the state’s new funding formula and the second half describing the state’s new system of district support and intervention. Throughout the report, we focus primarily on how the legislation affects school districts, but we also mention some of the main effects on charter schools. (This report does not cover the new funding formula for county offices of education [COEs], which differs in significant ways from the new district formula.) The report answers many of the questions that have been raised in the aftermath of passage regarding the final decisions made by the Legislature and the Governor in crafting new K-12 funding and accountability systems for California.

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THE FORMULA

COMPONENTS

One of the main components of Chapter 47 is the creation of the local control funding formula (LCFF). The LCFF has several components, as described below. (Except where otherwise noted, the components that apply to school districts also apply to charter schools.)

Sets Uniform, Grade-Span Base Rates. Under the new formula, districts receive the bulk of their funding based on average daily attendance (ADA) in four grade spans. Figure 1 displays the four LCFF grade-span base rates as specified in Chapter 47. Each year, beginning in 2013-14, these target base rates are to be updated for cost-of-living adjustments (COLAs). The differences among the target grade-span rates reflect the differences among existing funding levels across the grade spans. Specifically, the new base-rate differentials are linked to the differentials in 2012-13 statewide average revenue limit rates by district type (the

same rates previously used to set charter school grade-span funding rates). These grade-span differences are intended to recognize the generally higher costs of education at higher grade levels.

Adjusts Early Elementary and High School Base Rates. The LCFF includes certain adjustments to the K-3 and high school base rates. These adjustments effectively increase the base rates for these two grade spans. The K-3 adjustment increases the K-3 base rate by 10.4 percent (or initially \$712 per ADA)—for an adjusted, initial K-3 base rate of \$7,557. This adjustment is intended to cover costs associated with class size reduction (CSR) in the early grades. (The \$712 per-pupil adjustment reflects the average K-3 CSR rate under the previous funding rules.) The high school adjustment increases the grades 9-12 base rate by 2.6 percent (or initially \$216 per ADA)—for an adjusted, initial high school base rate of \$8,505. This adjustment is not designated for any particular activity, but the genesis of the adjustment related

Figure 1
Overview of Local Control Funding Formula^a

Formula Component	Rates/Rules
Target base rates (per ADA) ^b	<ul style="list-style-type: none"> • K-3: \$6,845 • 4-6: \$6,947 • 7-8: \$7,154 • 9-12: \$8,289
Base rate adjustments	<ul style="list-style-type: none"> • K-3: 10.4 percent of base rate. • 9-12: 2.6 percent of base rate.
Supplemental funding for certain student subgroups (per EL/LI student and foster youth)	20 percent of adjusted base rate.
Concentration funding	Each EL/LI student above 55 percent of enrollment generates an additional 50 percent of adjusted base rate.
Add-ons	Targeted Instructional Improvement Block Grant, Home-to-School Transportation, Economic Recovery Target.

^a Applies to school districts and charter schools.

^b Reflects target rates as specified in statute. Does not include 1.57 percent cost-of-living adjustment provided in 2013-14.

ADA = average daily attendance; EL = English learner; and LI = low-income (defined as a student receiving a free or reduced price meal).

to the costs of providing career technical education (CTE) in high school. (The \$216 adjustment reflects the average total amount spent per pupil on CTE categorical programs under the old system.) Moving forward, the adjustment percentages will remain the same, though the dollar value of the adjustments will increase as the base rates rise due to COLAs.

Includes Supplemental Funding for English Learners and Low-Income (EL/LI) Students. The LCFF provides additional funds for particular student groups. Under the formula, each EL/LI student and foster youth in a district generates an additional 20 percent of the qualifying student's adjusted grade-span base rate. For instance, an LI

kindergartener generates an additional \$1,511 for the district, which is 20 percent of the adjusted K-3 base rate of \$7,557. (Because all foster youth also meet the state's LI definition, hereafter we do not refer to them as a separate subgroup.) For the purposes of generating this supplemental funding (as well as the concentration funding discussed below), a district's EL/LI count is based on a three-year rolling average of EL/LI enrollment. Students who are both EL and LI are counted only once (known as an unduplicated count). For more information regarding the classification of EL/LI student groups, see the nearby box.

Provides Concentration Funding for Districts With Higher EL/LI Populations. Districts

Classification of English Learner/Low-Income (EL/LI) Students

Classification of EL Students. For the purposes of the Local Control Funding Formula (LCFF), students are classified as EL based on a home language survey and the California English Language Development Test (CELDT). If a parent or guardian reports on the home language survey that a language other than English is the student's initial language learned or the primary language used at home, the student is required to take the CELDT. If the student is determined by the school district not to be English proficient based on CELDT results, then the student is classified as EL. Each year thereafter, an EL student is reassessed using the CELDT. Once a student is determined to be English proficient—based on CELDT results, performance on other state assessments, teacher input, and local criteria—the student is reclassified as Fluent English Proficient (FEP). Each school district can use its own criteria for reclassifying EL students as FEP. Under the LCFF, no time limit is placed on how long an EL student can generate supplemental and concentration funding for a district, but a student reclassified as FEP who is not also LI will no longer generate additional funding.

Classification of LI Students. For the purposes of the LCFF, LI students are those that qualify for free and reduced price meals (FRPM). Eligibility for FRPM is determined by school districts through a variety of means. In many cases, students are determined FRPM-eligible through an application process sent to students' households. If a household's income is below 185 percent of the federal poverty line (\$43,568 for a family of four), the student is eligible for FRPM. In other cases, students are directly certified as FRPM-eligible due to participation in other social service programs, such as the California Work Opportunity and Responsibility to Kids program. Foster youth automatically are eligible for FRPM, therefore the foster family's income has no bearing on the foster student's FRPM eligibility. An LI student will generate supplemental and concentration funding for a district until the student is no longer FRPM-eligible.

whose EL/LI populations exceed 55 percent of their enrollment receive concentration funding. Specifically, as shown in Figure 2, these districts receive an additional 50 percent of the adjusted base grant for each EL/LI student above the 55 percent threshold. (A charter school cannot receive concentration funding for a greater proportion of EL/LI students than the district in which it resides. For instance, if a charter school has 80 percent EL/LI enrollment but the district in which it resides has only 60 percent EL/LI enrollment, the charter school's concentration funding is capped based on 60 percent EL/LI enrollment. If a charter school has multiple sites located in multiple districts, its concentration funding is capped based on the encompassing district with the highest EL/LI concentration, or its own EL/LI concentration if lower.)

Effect of Supplemental and Concentration Funding on a District's Total Allocation.

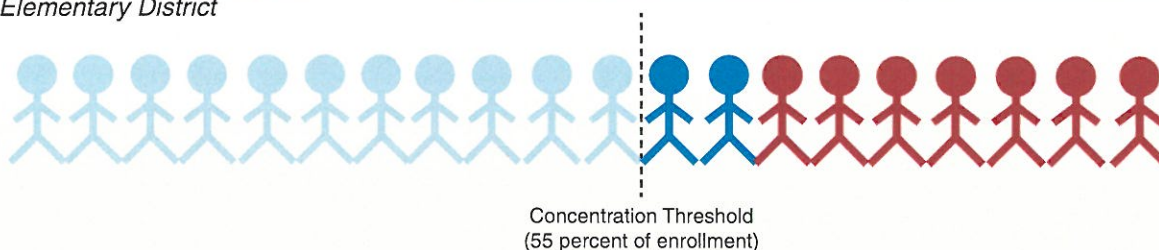
In the description above, the supplement




and concentration factors are described in per-student terms. Alternatively, the supplement and concentration factors can be viewed in per-district terms. Thinking of the supplement and concentration factor in this latter way allows total district funding allocations to be compared more easily. As seen in Figure 3, as a district's proportion of EL/LI students increases, so does its total funding allocation. For instance, a district with 50 percent EL/LI students has a total allocation that is 10 percent higher than the same-sized district with no EL/LI students. In Figure 3, the first section of the line (colored blue) shows percent increases in a district's funding allocation up to the 55 percent EL/LI threshold, whereas the second section of the line (colored red) shows funding increases once a district passes the 55 percent concentration threshold and begins receiving concentration funding in addition to supplemental funding. As shown in the figure, a district in which every student is EL/LI has a total funding allocation

Figure 2

Illustration of How LCFF Works

Elementary District



Funding Each Student Generates						
Student	Base K-3 Rate	K-3 Adjustment	EL/LI Supplement	EL/LI Concentration	Total	
 EL/LI	\$6,845	\$712	\$1,511	—	\$9,068	
 EL/LI	\$6,845	\$712	\$1,511	\$3,779	\$12,847	
 Non-EL/LI	\$6,845	\$712	—	—	\$7,557	

EL/LI = English learner/low-income.

42.5 percent greater than the same-sized district with no EL/LI students.

Treats Two Existing Categorical Funding Streams as Add-Ons. Funds from two existing programs—the Targeted Instructional Improvement Block Grant and Home-to-School (HTS) Transportation program—are treated as add-ons to the LCFF. Districts that received funding from these programs in 2012-13 will continue to receive that same amount of funding in addition to what the LCFF provides each year. Districts that did not receive funds from these programs in 2012-13 do not receive these add-ons moving forward.

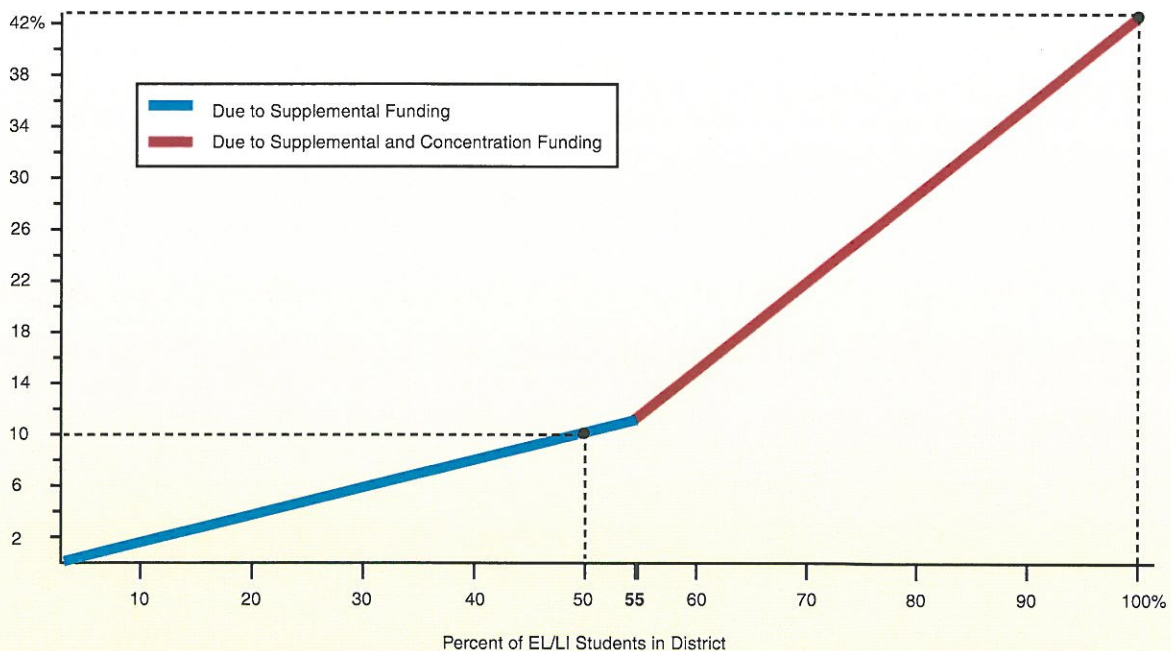
Also Provides New Economic Recovery Target (ERT) Add-On to Some Districts. Had the revenue limit deficit factor been retired and categorical

program funding been restored, the previous funding system would have generated greater levels of funding than the LCFF for approximately 230 districts (about 20 percent of districts). To address this issue, the new funding system provides the ERT add-on to a subset of these districts. As shown in Figure 4 (see next page), the ERT add-on amount equals the difference between the amount a district would have received under the old system and the amount a district would receive based on the LCFF in 2020-21. To derive the amount a district would have received under the old system in 2020-21, assumptions are made that the revenue limit deficit factor would have been retired, a 1.94 percent COLA would have been applied to revenue limits every year from 2013-14 through 2020-21, and categorical funding would be

Figure 3

How a District's EL/LI Concentration Affects its LCFF Allocation

Percent Increase in District Funding Allocation



EL/LI = English learner/low-income.

increased to the district's 2007-08 level (reflecting an increase of 24 percent over the 2012-13 level). Approximately 130 districts are eligible to receive the ERT add-on. The 100 remaining districts are not eligible for the add-on because of their exceptionally high per-pupil funding rates. Specifically, a provision disallows a district from receiving an ERT add-on if its funding exceeds the 90th percentile of per-pupil funding rates under the old system (estimated to be approximately \$14,500 per pupil in 2020-21).

SPENDING RESTRICTIONS

The LCFF eliminates the vast majority of categorical spending restrictions. In their place, the LCFF establishes a more limited set of spending restrictions, some of which apply over the long term and some of which are applicable only during the initial transition period.

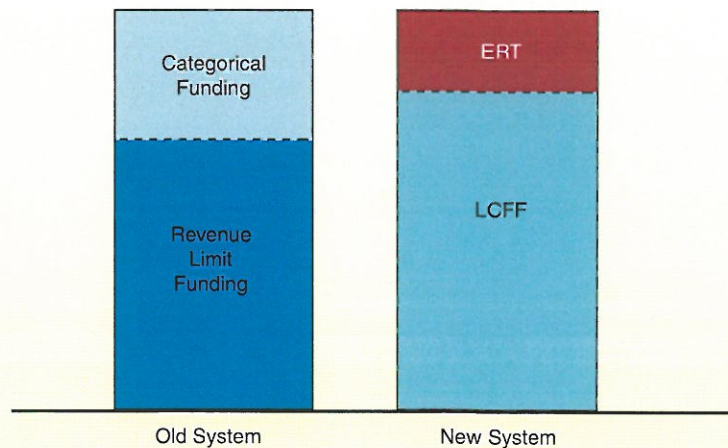
Long-Term Spending Requirements

Many Existing Categorical Spending Requirements Removed. Approximately three-quarters of categorical programs were eliminated in tandem with the creation of the LCFF. As a result, the majority of categorical spending restrictions that districts faced under the old system were eliminated. Under the new system, 14 categorical programs remain. Figure 5 lists those categorical programs that were eliminated and those that are retained under the new system.

Figure 4

Calculating Economic Recovery Target (ERT)

Total District Funding Allotment



Districts Eventually Must Ensure “Proportionality” When Spending EL/LI Funds. Under the LCFF, districts will have to use supplemental and concentration funds to “increase or improve services for EL/LI pupils in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated pupils.” The exact meaning and regulatory effect of this proportionality clause is currently unknown. On or before January 31, 2014, the State Board of Education (SBE) is required to promulgate regulations regarding how this clause will be operationalized. These regulations also will include the conditions under which districts can use supplemental and concentration funds on a school-wide basis.

Districts Encouraged to Have K-3 Class Sizes No More Than 24 Students. Under full implementation of the LCFF, as a condition of receiving the K-3 base-rate adjustment, districts must maintain a K-3 school-site average class size of 24 or fewer students, unless collectively bargained otherwise. If a district negotiates a different class

size for those grades, the district is not subject to this provision and will continue to receive the adjustment. Absent a related collective bargaining provision, were a particular school site in a district to exceed an average class size of 24, the district would lose the K-3 adjustment for all its K-3 school sites.

Restrictions on HTS Transportation Funding Maintained. Starting in 2013-14, districts receiving the HTS Transportation add-on must expend the same amount of those funds for HTS Transportation as they spent in 2012-13. Districts that did not receive HTS Transportation funds in 2012-13 and therefore are not eligible for the add-on moving forward, do not have similar transportation spending requirements.

Short-Term Requirements

Specific Maintenance-of-Effort (MOE) Requirements Imposed During First Two Years of Implementation. School districts are required to spend no less in 2013-14 and 2014-15 than they did in 2012-13 on Regional Occupational Centers and Programs (ROCPs) and Adult Education. If districts received funding for ROCPs and/or HTS Transportation through a joint powers authority (JPA), they must continue to pass through those funds to the JPA in 2013-14 and 2014-15. Funds used to satisfy these MOE requirements count towards a district's LCFF allocation. Consequently, districts subject to these MOE requirements will have relatively less general purpose funding over this two-year period. (A district that already shifted all funds away from these programs as part of its

Figure 5

Treatment of Categorical Programs Under LCFF

Retained Programs

Adults in Correctional Facilities	Foster Youth Services
After School Education and Safety	Mandates Block Grant
Agricultural Vocational Education	Partnership Academies
American Indian Education Centers and Early Childhood Education Program	Quality Education Improvement Act
Assessments	Special Education
Child Nutrition	Specialized Secondary Programs
	State Preschool

Eliminated Programs

Advanced Placement Fee Waiver	Instructional Materials Block Grant
Alternative Credentialing	International Baccalaureate Diploma Program
California High School Exit Exam Tutoring	National Board Certification Incentives
California School Age Families	Oral Health Assessments
Categorical Programs for New Schools	Physical Education Block Grant
Certificated Staff Mentoring	Principal Training
Charter School Block Grant	Professional Development Block Grant
Civic Education	Professional Development for Math and English
Community-Based English Tutoring	School and Library Improvement Block Grant
Community Day School (extra hours)	School Safety
Deferred Maintenance	School Safety Competitive Grant
Economic Impact Aid	Staff Development
Educational Technology	Student Councils
Gifted and Talented Education	Summer School Programs
Grade 7-12 Counseling	Teacher Credentialing Block Grant
High School Class Size Reduction	Teacher Dismissal

response to categorical flexibility is not subject to these MOE requirements.)

Districts Must Make Progress Toward Meeting CSR Goal During Transition Period. As mentioned earlier, to receive the K-3 base-rate adjustment, districts by full LCFF implementation must reduce K-3 class size to no more than 24 students, unless collectively bargained otherwise. Over the phase-in period (discussed later in more detail), districts must make progress toward this goal in proportion to the growth in their funding. For example, if a district started with an average K-3 class size of 28 students, and it received new funding equivalent to 10 percent of its LCFF funding gap, that district would have to reduce average K-3 class size to 27.6 students (10 percent of the difference between 28 and 24). Similar to the CSR requirement under full implementation, this interim requirement does not apply to districts that collectively bargain K-3 class sizes.

COST OF FORMULA

As explained below, the LCFF costs significantly more than the previous funding system. As a result, it will take several years to fully transition to the new funding formula.

Fully Implementing LCFF and ERT Add-On Estimated to Cost an Additional \$18 Billion. Were the state to fully implement the LCFF in 2013-14, the costs would be \$18 billion more than the state spent on K-12 education in 2012-13. (This assumes current levels of ADA, EL/LI enrollment, and property tax revenue.) Given the cost, coupled with projected growth in Proposition 98 funding, fully implementing the new system is anticipated to take eight years. Each year the total General Fund cost of the new system will change somewhat due to providing COLAs, fluctuations in ADA and student demographics, and growth in property tax revenue.

Additional LCFF Funding to Be Allocated Based on Funding “Gap.” Over the course of

implementation, districts will receive new funding based on the difference (or gap) between their prior-year funding level and their target LCFF funding level. Every district will see the same proportion of their gap closed, but the dollar amount they receive will vary depending on the size of their gap. For example, in 2013-14, districts (in most cases) will have 12 percent of their gap filled. For a district whose gap is \$100 million, this corresponds to \$12 million in additional funding. For a district whose gap is \$10 million, this corresponds to \$1.2 million in additional funding. Figure 6 depicts transition funding for years one, four, and eight for a non-ERT district as well as an ERT district (discussed below).

Funding for ERT Add-On to Be Allocated in Equal Increments Over Eight-Year Period.

Districts eligible to receive the ERT add-on will receive incremental ERT funding over the course of implementation in addition to their gap funding discussed above. As depicted in Figure 6, an ERT district will receive the same proportion of gap funding towards its LCFF target as other non-ERT districts, as well as a portion of its ERT add-on. In 2013-14, an ERT district will receive one-eighth of its add-on, in year two two-eighths, in year three three-eighths, etcetera. In year eight (the estimated year of full implementation), ERT districts will receive their full ERT add-on (as calculated in 2013-14) and will continue to receive this add-on amount in perpetuity. Changes in the implementation timeline for LCFF will not affect the ERT funding schedule.

DISTRIBUTIONAL EFFECTS OF FORMULA

Vast Majority of Districts to Receive More State Aid, No District to Get Less State Aid.

The vast majority of districts will see significant increases in funding under the LCFF. That notwithstanding, statute further includes a “hold harmless” provision that specifies no district is to

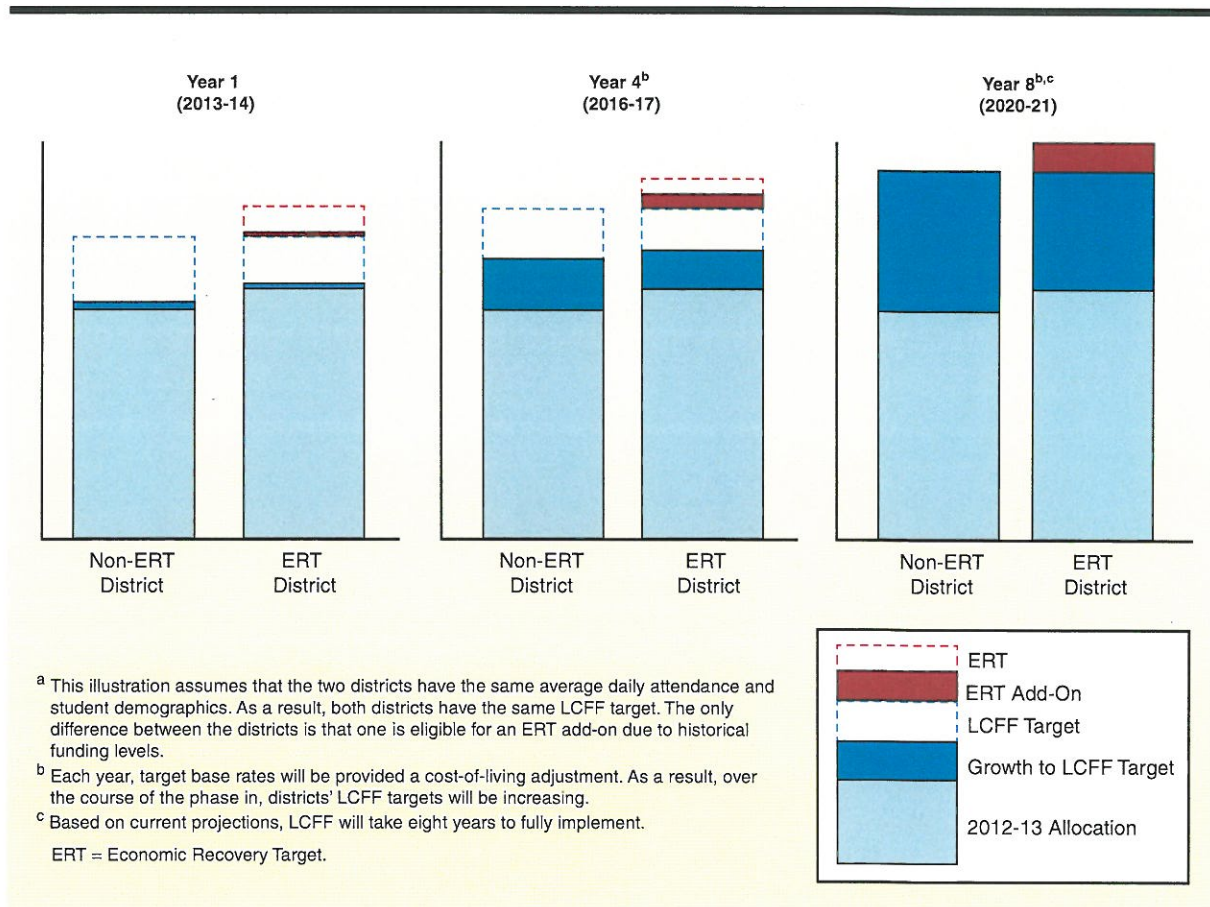
receive less state aid than it received in 2012-13. Specifically, no district is to receive less moving forward than it received last year for revenue limits (calculated on a per-ADA basis) and categorical programs (calculated based on the district's total entitlement).

A Few Districts Will Not Receive Additional Funds. Though most districts will see funding increases under the new formula, approximately 15 percent of districts will not receive additional funding. (These districts, which have particularly high existing per-pupil funding rates, are the ones that benefit from the hold harmless provision described above.) Three types of districts are unlikely to receive additional funding.

- **Basic Aid Districts.** Most basic aid districts currently have more per-pupil funding than needed to meet their LCFF targets and their ERT. As a result, they will continue to receive the same amount of state aid they received in 2012-13 (though, as discussed below, a few districts will fall out of basic-aid status and begin receiving state aid as a result of the LCFF).
- **Non-Isolated, Single-School Districts.** Prior to 2012-13, these types of districts were eligible to receive additional funding if the school met the necessary small school (NSS) ADA requirements. Starting in 2013-14, schools that are not geographically

Figure 6

Illustration of How Transition Works for Two Types of Districts^a



isolated are no longer eligible for NSS funding. As a result, these districts' 2012-13 funding levels exceed their LCFF targets and they will continue receiving their 2012-13 amounts until those amounts drop below their LCFF targets.

- **Anomalous Districts.** Some districts had funding levels under the old system that were abnormally high either because of peculiar categorical rules (such as receiving an extremely high meals-for-needy-pupils add-on) or peculiar charter-school conversion rules (used by a few districts to receive significant fiscal benefit from conversions). These districts also will continue to receive their 2012-13 funding amounts until those amounts drop below their LCFF targets.

A Few Districts Likely to Fall Out of Basic Aid Status and Begin Receiving State Aid.

Under the previous funding system, property tax revenue counted only against a district's revenue limits. Consequently, basic aid districts were those districts whose revenue limit entitlements were equal to or less than their local property tax revenue. Under the LCFF, local property tax revenue counts against a district's entire LCFF allocation (which has base rates higher than old revenue limit rates and greater funding for EL/LI students). As a result, the threshold for basic aid status is significantly higher under the LCFF. Moreover, some districts recently entered basic aid status as a result of state cuts in revenue limit rates. These districts are most likely to fall out of basic aid status under the new system, but a few other basic aid districts also might fall out of basic aid status due to increased funding levels under the LCFF.

TRANSPARENCY AND ACCOUNTABILITY UNDER NEW SYSTEM

In addition to adopting a new funding formula, Chapter 47 establishes a set of new rules relating to school district transparency and accountability. Specifically, under the new rules, districts are required to adopt Local Control and Accountability Plans (LCAPs) that disclose how funds will be spent to provide high-quality educational programs. Districts that do not meet the goals specified in their plans and fail to improve educational outcomes receive assistance through a new system of support and intervention. We describe this new system in more detail below.

DISTRICT DEVELOPMENT AND ADOPTION OF LCAPs

Districts Must Set Annual Goals in Eight Specified Areas. Each LCAP must include a school

district's annual goals in each of the eight areas shown in Figure 7. These eight areas of specified state priorities are intended to encompass the key ingredients of high-quality educational programs. Figure 8 (see page 12) identifies how districts are to measure success in each of the eight areas, with districts required to include associated data in their LCAPs. The plans must include both district-wide goals and goals for each numerically significant student subgroup in the district. (To be numerically significant, a district must have at least 30 students in a subgroup, with the exception of foster youth, for which districts must have at least 15 students.) The student subgroups that must be addressed in the LCAPs are listed in Figure 9 (see page 12). (In addition to specified state priorities, districts' LCAPs can

include annual goals in self-selected areas of local priority.)

Districts Must Specify Actions They Will Take to Achieve Goals. A district's LCAP must specify the actions the district plans to take to achieve its annual goals. The specified actions must be aligned with the school district's adopted budget. For example, a school district could specify that it intends to provide tutors to all EL students reading below grade level to improve its EL reclassification rate. To ensure the LCAP and adopted budget were aligned, the school district would be required to include sufficient funding for EL tutors in its adopted budget plan.

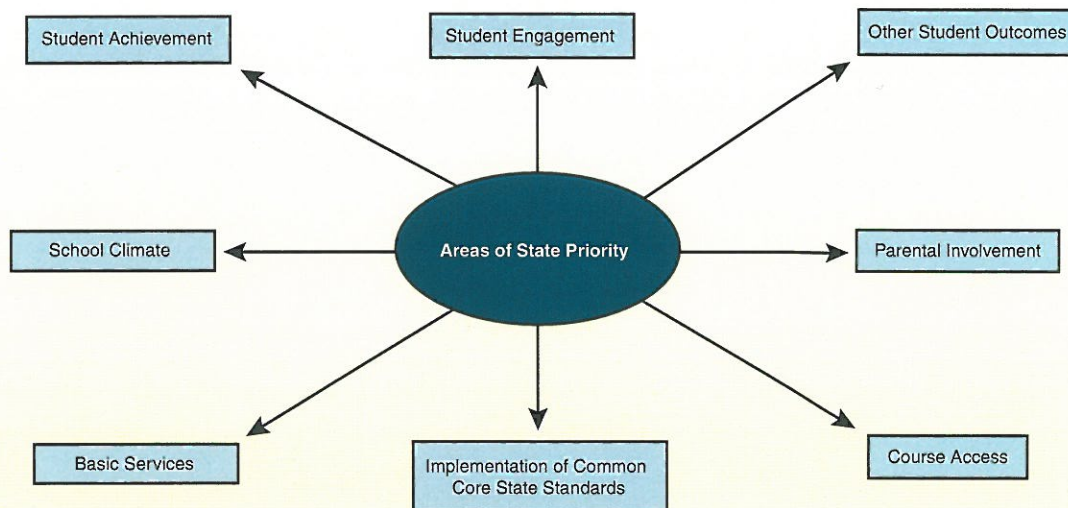
Districts Must Use SBE-Adopted LCAP Template. In preparing their LCAP, districts are required to use a template developed by SBE. The template is intended to create consistency in LCAPs across the state and assist school districts in

developing their plans. The SBE is required to adopt the LCAP template by March 31, 2014.

Districts Must Solicit Input From Various Stakeholders in Developing Plan. Figure 10 (see page 13) outlines the process a district must follow in adopting its LCAP. One of the main procedural requirements is that a district consults with its school employees, parents, and students. As part of this consultation process, districts must present their proposed plans to a parent advisory committee and, in some cases, a separate EL parent advisory committee. (EL parent advisory committees are required only if ELs comprise at least 15 percent of the district's enrollment or the district has at least 50 EL students.) The advisory committees can review and comment on the proposed plan. Districts must respond in writing to the comments of the advisory committees. Districts also are required to notify members of the public

Figure 7

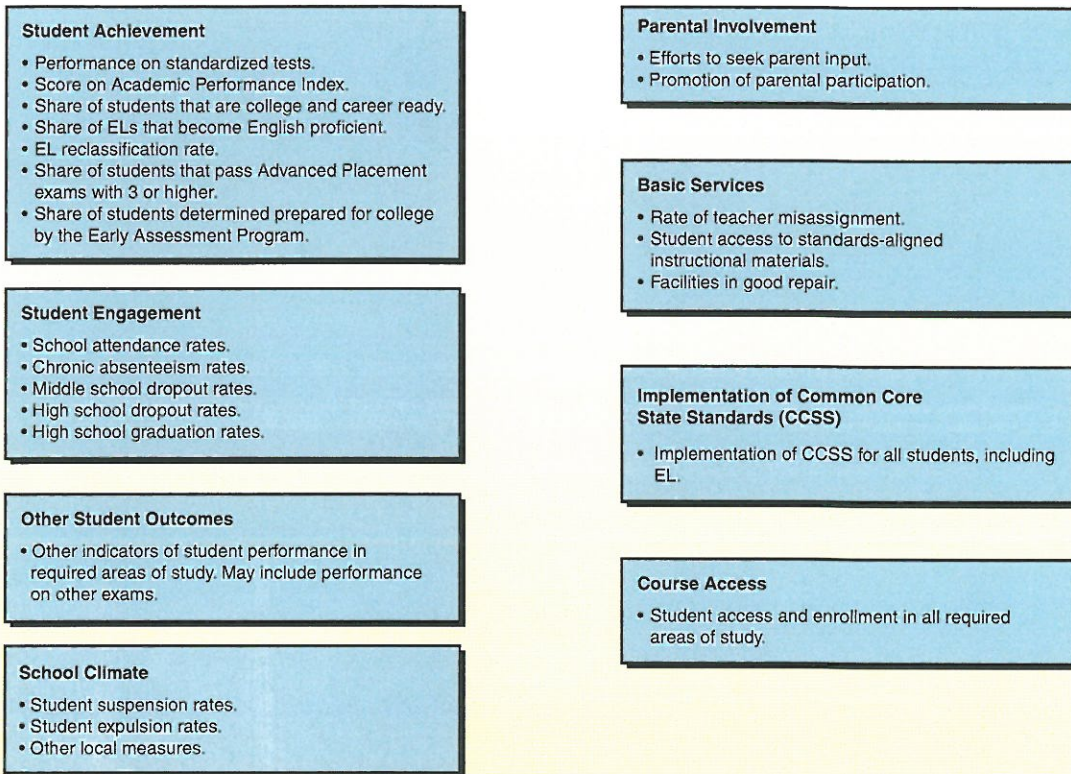
Eight Areas of State Priority Must Be Addressed in LCAPs



LCAP = Local Control and Accountability Plan.

Figure 8

Required Data for Each of Eight State Priority Areas



EL = English learner.

Figure 9

Student Subgroups to Be Included in Local Control and Accountability Plans

Racial/Ethnic Subgroups:

Black or African American
 American Indian or Alaska Native
 Asian
 Filipino
 Hispanic or Latino
 Native Hawaiian or Pacific Islander
 White
 Two or more races

Other Subgroups:

Socioeconomically disadvantaged students
 English learners
 Students with disabilities
 Foster youth

that they may submit written comments regarding the specific actions and expenditures proposed in the LCAP.

LCAP to Be Adopted Every Three Years And Updated Annually. Districts are required to adopt an LCAP by July 1, 2014 and every three years thereafter. In the interim years between adoptions, districts are required annually to update their LCAPs using the SBE template. Annual updates must review a school district's progress towards meeting the goals set forth in its LCAP, assess the effectiveness of the specific actions taken toward achieving these goals, and describe any changes the district will make as a result of this review and assessment. The school district also must specify the expenditures for the next fiscal year that will be used to support EL/LI and foster youth students.

Districts also are required to hold at least two public hearings to discuss and adopt (or update) their LCAPs. The district must first hold at least one hearing to solicit recommendations and comments from the public regarding expenditures proposed in the plan. It then must adopt (or officially update) the LCAP at a subsequent hearing.

COE REVIEW OF DISTRICT LCAPs

COE Can Ask for Clarification, Make Recommendations Regarding District LCAPs. Within five days of adopting (or updating) its LCAP, a district must submit its plan to its COE for review. Figure 11 (see next page) displays the process of COE review. Before August 15 of each year, the COE can seek clarification in writing from the district about the contents of its LCAP. The district must respond to these requests within 15 days. Then, within 15 days of receiving the district's response, the COE can submit

recommendations for amendments to the LCAP back to the district. The district must consider the COE recommendations at a public hearing within 15 days, but the district is not required to make changes to its plan.

COE Must Approve LCAP if Required Process Followed and Plan Aligned With Budget. The COE must approve a district's LCAP by October 8 if it determines that (1) the plan adheres to the SBE template and (2) the district's budgeted expenditures are sufficient to implement the strategies outlined in its LCAP. As we discuss in the next section, districts whose LCAPs are not approved by the COE are required to receive additional support.

SUPPORT AND INTERVENTION

Chapter 47 also establishes a system of support and intervention for school districts that do not meet performance expectations for the eight state

Figure 10

School District LCAP Adoption Process

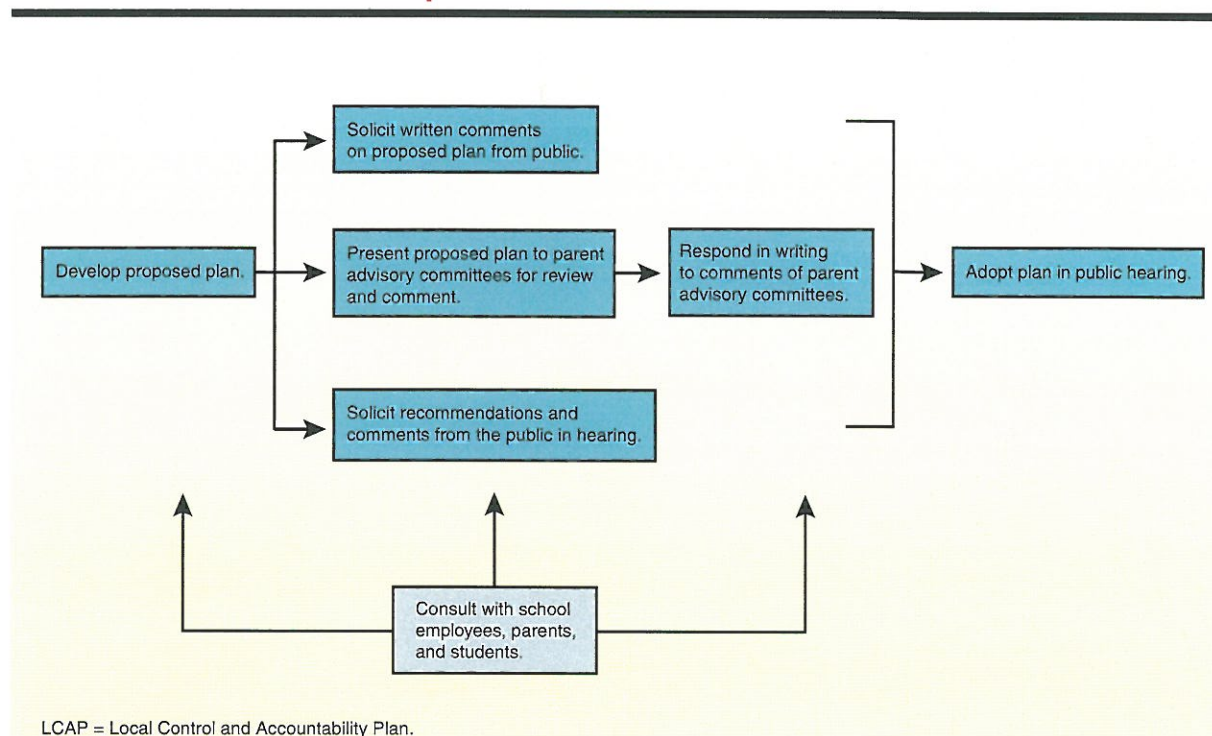
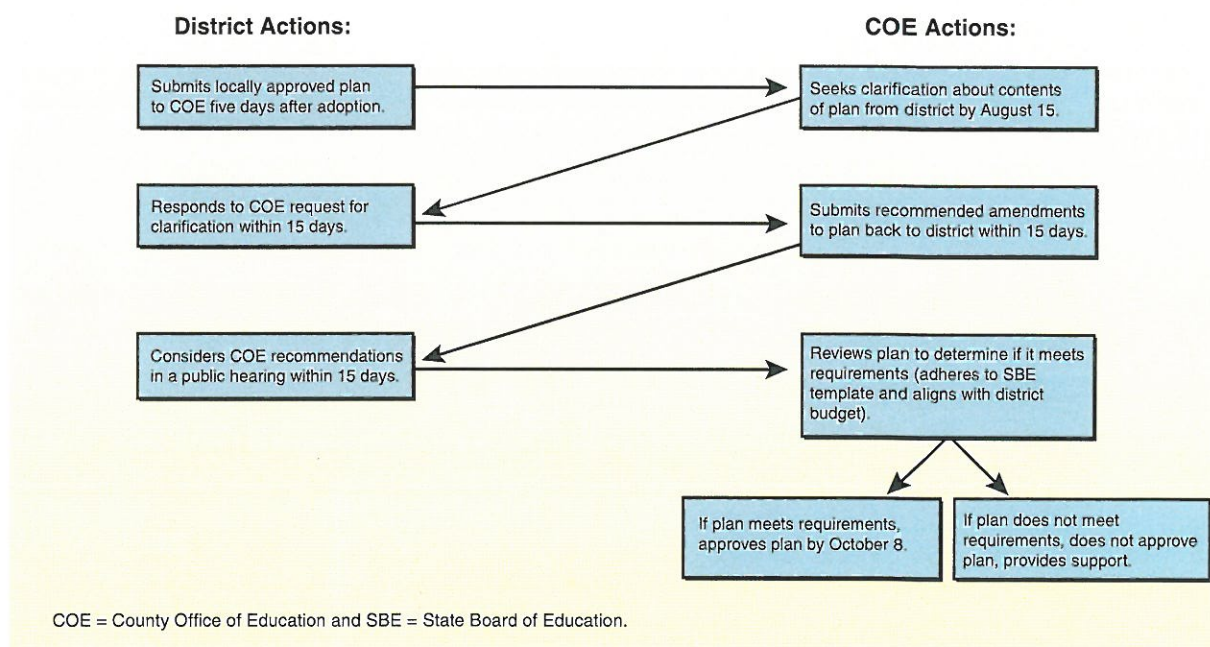


Figure 11

COE Review of Local Control and Accountability Plans



priority areas identified in the LCAP. Below, we discuss this new system in greater detail. (This system works somewhat differently for charter schools. We discuss the major differences in the box on page 16.)

New Rubrics to Determine if Districts Need Support or Intervention

COE Must Assess School District Performance Based on SBE-Adopted Rubrics. As shown in Figure 12, SBE must develop three new rubrics for assessing a school district's performance. The SBE is to adopt all three rubrics by October 1, 2015. The rubrics are to be holistic and consider multiple measures of district and school performance as well as set expectations for improvement for each numerically significant subgroup in each of the eight state priority areas.

Support for Struggling School Districts

Three Reasons Districts Can Be Flagged for Additional Support. School districts are required to receive additional support in the following three instances.

- **LCAP Not Approved by COE.** A district is required to receive support if its LCAP is not approved by the COE because it does not follow the SBE template or is not aligned with the district's budget plan.
- **District Requests Assistance.** A district may specifically request additional support.
- **District Not Improving Student Outcomes.** A district must receive support if, based on the support rubric, it does not improve outcomes in more than one state priority area for at least one subgroup.

Figure 12

State Board of Education (SBE) Required to Adopt Three New Rubrics

Chapter 47, Statutes of 2013 (AB 97, Committee on Budget) requires SBE to develop and adopt the following three evaluation rubrics by October 1, 2015.

- ✓ **Self-Assessment Rubric.** This rubric is to assist districts in evaluating their strengths and weaknesses.
- ✓ **Support Rubric.** This rubric is to be used by COEs to determine if a school district does not improve outcomes in more than one state priority for at least one subgroup, and thus is required to receive some form of support.
- ✓ **Intervention Rubric.** This rubric is to be used by the SPI to determine if a district does not improve outcomes in three out of four consecutive school years for three or more subgroups in more than one state or local priority, and thus is considered to be persistently failing.

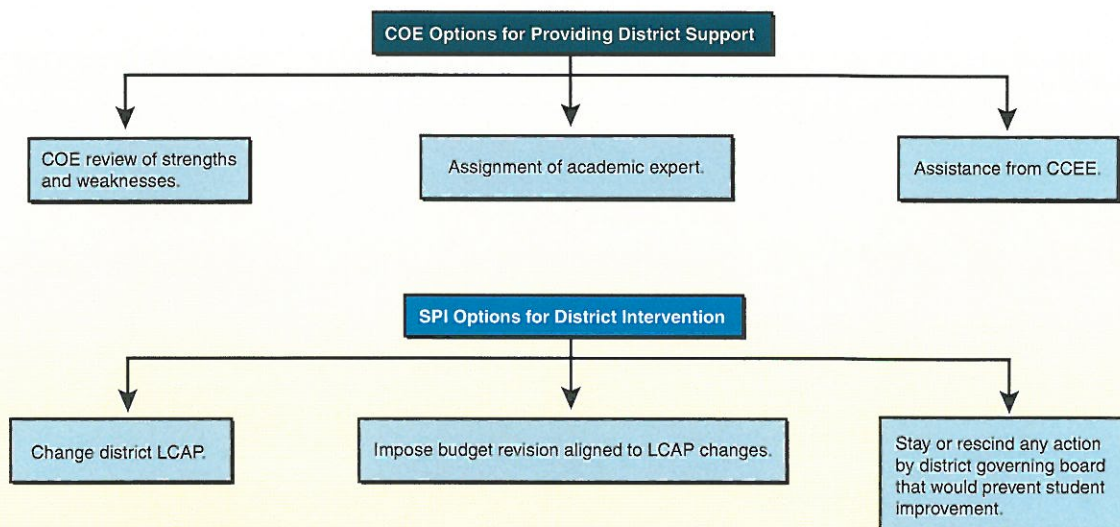
COE = County Office of Education and SPI = Superintendent of Public Instruction.

Three Forms of Support. Under the new system, COEs are responsible for providing school districts with certain types of support. As Figure 13 shows, COEs can provide three types of support.

- **COE Review of Strengths and Weaknesses.** The COE can deliver assistance by providing a written review of the district's strengths and weaknesses in the eight state priority areas. The COE review also must identify evidence-based programs that could be used by the school district to meet its annual goals.
- **Assign an Academic Expert.** The COE can assign an academic expert or

Figure 13

New System of School District Support and Intervention



COE = County Office of Education; CCEE = California Collaborative for Educational Excellence; SPI = Superintendent of Public Instruction; and LCAP = Local Control and Accountability Plan.

team of experts to assist the district in implementing effective programs that are likely to improve outcomes in the eight areas of state priority. The COE also can assign another school district within the county to serve as a partner for the school district in need of assistance.

- ***Request Assistance From Newly Established Agency.*** The COE can request that the SPI assign the California Collaborative for Educational Excellence (CCEE), a newly established agency, to provide assistance to the school district. (We discuss the role of the CCEE in more detail in the box on page 18.)

Intervention in Persistently Failing School Districts

SPI Can Intervene in Select Cases. For a persistently underperforming school district, the SPI can intervene to assist the district in improving its education outcomes. The SPI can intervene, however, only if all three of the following conditions are met.

- ***Persistent Failure for Several Years.*** The SPI can intervene if, based on the intervention rubric, the district does not improve outcomes in three out of four consecutive school years for three or more subgroups in more than one state or local priority area.

New System Works Somewhat Differently for Charter Schools

Chapter 47, Statutes of 2013 (AB 97, Committee on Budget) requires charter schools to adopt Local Control and Accountability Plans (LCAPs), have their performance assessed using rubrics adopted by the State Board of Education (SBE), and receive support from its authorizer or the California Collaborative for Education Excellence (CCEE). The charter school process, however, works somewhat differently from the school district process. We describe the major differences below.

Charter School LCAP Adoption Process Different in Two Ways. Chapter 47 requires the petition for a charter school to include an LCAP that establishes goals for each of the eight state priorities (and any identified local priorities) and specifies the actions the charter school will take to meet these goals. The LCAP must be updated annually by the charter school's governing board. Like school districts, charter schools are required to consult with school employees, parents, and students when developing their annual updates. The LCAP adoption process is different, however, in that charter schools are exempt from the specific requirements to solicit public comment and hold public hearings that apply to school districts. Charter schools also are not required to have their plans approved by the County Office of Education (COE).

Support Required for Persistently Failing Charter Schools. Like school districts, charter schools must have their performance assessed based on the new SBE rubrics. For charter schools, however, this assessment is to be conducted by the charter authorizer rather than the COE. A charter school is required to receive support from its authorizer if, based on the intervention rubric, it does not improve outcomes in three out of four consecutive school years for three or more

- ***CCEE Determines Intervention Is Necessary.*** The SPI can intervene if the CCEE has provided assistance and determines both that (1) the district has not been able or will not be able to implement CCEE recommendations and (2) the district's performance is so persistently or severely poor that SPI intervention is necessary.
- ***SBE Approves Intervention.*** The SPI can intervene only with approval of SBE.
- ***Provides Three New Powers to SPI.*** If the above conditions are met, the SPI can intervene directly or assign an academic trustee to work on his or her behalf. The SPI can intervene in the following three ways.
 - ***Change District LCAP.*** The SPI can change the district's LCAP to modify the district's annual goals or the specific actions the district will take to achieve its goals.
 - ***Impose Budget Revision in Conjunction With LCAP Changes.*** The SPI can impose a revision to the district's budget to align the district's spending plan with the changes made to the LCAP. These changes only can be made if the SPI determines they will allow the district to improve outcomes for all student subgroups in one or more of the eight state priorities.
 - ***Stay or Rescind an Action of the Local Governing Board.*** The SPI also can stay or rescind an action of the district governing

subgroups in more than one state or local priority area—the same standard applied for determining whether the Superintendent of Public Instruction (SPI) intervention is necessary in a school district. (Unlike school districts, a charter school that is determined to be struggling based on the support rubric is not required to receive support.) In addition to the support from the charter authorizer, the SPI may assign the CCEE to provide the charter school with support if the authorizer requests and SBE approves the assistance. (If a charter school requests support but is not underperforming based on the intervention rubric, the charter authorizer and CCEE are not required to provide support.)

Instead of SPI Intervention, Charter Can Be Revoked by Authorizer. The charter authorizer can consider revoking a charter if the CCEE provides a charter school with support and determines that (1) the charter school has not been able or will not be able to implement CCEE recommendations and (2) the charter school's performance is so persistently or severely poor that revocation is necessary. If the authorizer revokes a charter for one of these reasons, the decision is not subject to appeal. Consistent with current law, the authorizer must consider student academic achievement as the most important factor in determining whether to revoke the charter.

The SBE Also Can Revoke Charter or Take Other Actions Based on Poor Academic Performance. The SBE—based upon a recommendation from the SPI—also can revoke a charter or take other appropriate actions if the charter school fails to improve student outcomes across multiple state and local priority areas. (Prior to the adoption of Chapter 47, SBE could take similar action for charter schools only if the schools were (1) engaging in gross financial mismanagement, (2) illegally or improperly using funds, or (3) implementing instructional practices that substantially departed from measurably successful practices and jeopardized the educational development of students.)

board if he or she determines the action would make improving student outcomes in the eight state priority areas, or in any

of the district's local priority areas, more difficult. The SPI, however, cannot stay or rescind an action that is required by a local collective bargaining agreement.

MAJOR DECISIONS LAY AHEAD

Many important state and district decisions relating to the new formula and the new system of support and intervention will be made over the next several years. Figure 14 identifies the major milestones that lay ahead. Below, we discuss some of these major decisions in more detail.

Many Major Regulations to Be Determined by SBE. Over the next several years, SBE must adopt numerous regulations relating to the LCFF and the new system of transparency and accountability. As the timeline shows, by January 31, 2014, SBE must adopt regulations to implement the proportionality clause relating to LCFF supplemental and concentration funds. Two months later, by

March 31, 2014, it must adopt LCAP templates for districts to use in developing their 2014-15 LCAPs. By October 1, 2015, SBE must adopt the three rubrics that will be used to assess a school district's performance. The details of these regulations will significantly affect the manner in which these new provisions are ultimately implemented.

Organization of CCEE to Be Clarified. The governance structure of the CCEE, as well as its larger role within the state's accountability system, remains unclear. Chapter 47 authorizes the SPI, with SBE approval, to contract with individuals, local education agencies and other organizations with expertise and a record of success in the CCEE's

New Agency to Support Struggling Districts

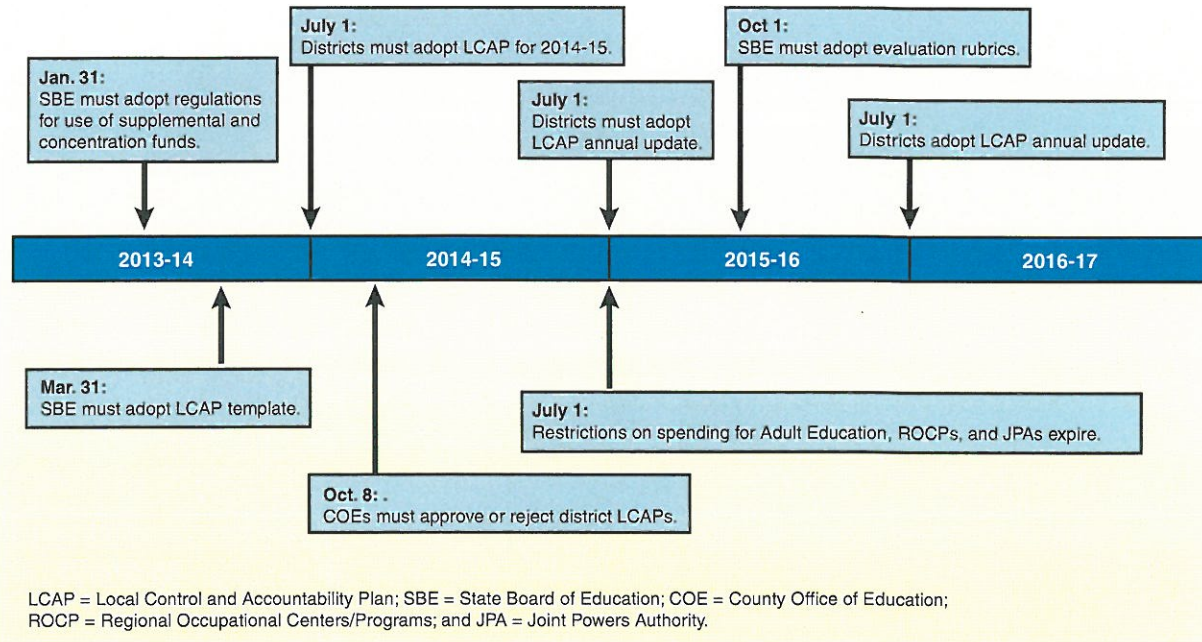
New Agency to Serve as Statewide Expert in Improving School District Performance.

Chapter 47, Statutes of 2013 (AB 97, Committee on Budget) creates a new agency, the California Collaborative for Educational Excellence (CCEE), to advise and assist school districts in improving performance. To this end, statute requires the CCEE to serve as a statewide expert to help districts: (1) improve their achievement in the eight state priority areas, (2) enhance the quality of teaching, (3) improve district/school-site leadership, and (4) address the needs of special student populations (such as English learner, low-income, foster youth, and special education students). In particular, the CCEE is intended to help districts achieve the goals set forth in their Local Control and Accountability Plan (LCAPs).

Three Main Roles for CCEE. A County Office of Education (COE) can assign the CCEE to provide assistance to some school districts—specifically those that have an LCAP rejected, request assistance, or are determined in need of assistance based on the COE's assessment using the support rubric. The Superintendent of Public Instruction (SPI) also can assign the CCEE to provide assistance to any school district that the SPI determines needs help in order to accomplish the goals set forth in its LCAP. The third main role of the CCEE is to determine if SPI intervention is necessary to improve the performance of a persistently failing school district.

Figure 14

Major Milestones for Implementation of LCFF and LCAPs



assigned areas of responsibility. The legislation, however, does not specify the process the SPI should take to identify agencies with expertise and how the role of these agencies would differ from the role of the SPI. In signing the *2013-14 Budget Act*, the Governor expressed his interest in adopting legislation by the end of 2013 to clarify the composition and ongoing role of the CCEE.

Cost of New Academic Accountability System Also to Be Clarified. Because of the significant uncertainty regarding the level of workload

associated with the new system of district support and intervention, the associated costs are unknown at this time. The 2013-14 budget provides \$10 million for CCEE but includes little detail on how and when the funds are to be spent. Moreover, the total costs of the system will depend in part on the number of school districts determined to need support or intervention based on the new SBE rubrics, the number of school districts that will specifically request assistance, and the amount of assistance that will be performed by the CCEE in the coming years.

CONCLUSION

Chapter 47, particularly with the creation of the LCFF, addresses many of the flaws of the state's prior K-12 funding system, which was widely believed to be overly complex, inefficient, and outdated. The LCFF, for instance, is much simpler

when compared with the dozens of categorical funding formulas that were part of the state's previous funding system. The new system of funding and accountability created by Chapter 47, including the provisions dealing with the

AN LAO BRIEF

LCAPs, also is intended to reduce some spending requirements while giving districts more guidance in developing fiscal and academic plans designed to improve performance in their local context. As evident throughout this report, both the LCFF and the new system of support and intervention represent major state policy changes and time will

be needed to determine the effectiveness of the new policies. Moreover, in the coming months and years, the Legislature, state, and school districts will face many decisions that ultimately will shape how the formula and new accountability system are implemented, which, in turn, will determine the effectiveness of the legislation.

LAO Publications

This brief was prepared by Edgar Cabral and Carolyn Chu, and reviewed by Jennifer Kuhn. The Legislative Analyst's Office (LAO) is a nonpartisan office that provides fiscal and policy information and advice to the Legislature.

To request publications call (916) 445-4656. This brief and others, as well as an e-mail subscription service, are available on the LAO's website at www.lao.ca.gov. The LAO is located at 925 L Street, Suite 1000, Sacramento, CA 95814.



PAJARO VALLEY UNIFIED SCHOOL DISTRICT



Board Agenda Backup

Item No: 12.3

Date: August 14, 2013

Item: Preventative Measures in the PVUSD

Overview: The PVUSD Board of Trustees requested information about preventative measures in the PVUSD. There is also a need to provide an update about the canine deterrent service that the district piloted this past spring. This deterrent, also serving as a preventative measure, will be included in this report.

The Google Dictionary defines preventative as follows:

Preventative - remedy that prevents or slows the course of an illness or disease; "the doctor recommended several preventatives"

The intent of this board presentation is to highlight the areas that are preventative in nature; actions by district employees, district partners and members of the community that help keep problems from happening.

The Secondary administrators brainstormed a list of preventative activities. The Board Agenda Committee also spent some time talking about preventative activities. Expulsions are an example to illustrate for all board members and all staff work to keep our kids on campus. In other words, there are programs and activities in place that assist students and families as problems arise and well before a student gets expelled. This report will end on that information.

The list of activities that help identified as preventative include the following:

- Academic Interventions at all levels
- Health Outreach – Healthy Start and Coordinated School Health Committee
- Pre – Schools
- Use of Safe School Project
- Site Based Gay Straight Alliance Clubs
- Parent Education – Site and District
- DLAC/ELAC
- Migrant Education – Interventions, Parent Ed, Academic Plans, Summer School
- Extended Learning – Interventions, Parent Ed, After School and Summer Programs
- School Improvement Grant Activities at EA Hall, MacQuiddy, WHS, Hall District and Calabasas
- Athletic Directors (kept athletics going!)
- Activities Directors at the high school (beginning 2013-14 although schools maintained activities)
- PVPSA. PVPSA. PVPSA and MORE PVPSA.
- EA Hall's Counseling Program with PVPSA
- Selpa's Work with Dr. Romandia
- Professional Development for Site Admin on Expulsion
- Smaller Learning Communities
- Data Teams (Professional Learning Communities)
- Collaboration Between Schools re: At Risk, Special Ed and 504 Students
- School Loop
- Family Literacy Training
- Ivy League College Tours
- Community Outreach – COPA, Scholarship, Rotary and more
- CTE Advisory Committee and Site Advisory Committees
- Student Study Teams
- AHS Diversion Program
- Coordination with City of Watsonville – BASTA, Fundraising (Strawberry Festival), Parks and Rec, PAL Police Athletic League (WPD) – Our staff identifies at risk students for the program



The district approved the use of "safety dogs" last year and we piloted their use at AVCI, New School, and Aptos High School. The results are as

Spring 2013	Number of Searches Made	Number of Alerts	Number of Alerts Confirmed	Number of Residual Odor
A.H.S.	5	10	1	8
A.V.C.I.	5	5	0	4
New School	4	2	0	2
Total	14	17	1	14

This pilot started with presentations to the entire school about how the safety dogs work. Students and staff had a good understanding of the program. They knew what to expect if the canine showed up at the door of the classroom. Based on the feedback from the three principals and some students, the thought of canines on the campus did deter some students from bringing marijuana to the school. Although there were a number of "alerts", there was only one case where a student was caught in possession. The secondary administrators debriefed on the use of the safety dogs last year and the response was favorable. Our middle schools and junior high school are now requesting the service, as are the three schools in last year's pilot.

The other big issue to review is expulsion. Our district staff, our teachers, our classified staff and our board members have always been concerned about the high number of expulsions. When reviewing the attached spreadsheet, you will see that we have reduced the numbers of expulsions by 34.4% over the last three years. We are preventing more expulsions in part due to the training of our site administrators and the quality of coordination with our counselors, administrators, teachers and our Student Services administrators and support staff. We have more parent training opportunities for our parents of at risk students and this is part of the prevention. The number of expulsions in 2010-11 was 125 and last year it was reduced to 82. Of those 82 expulsions 48 were suspended expulsions allowing the student to stay in a district school and 34 were sent out of the district. We will continue to see those improvements.

We also have a Board President who is organizing a safety patrol program for our schools. We are working with real estate agents and WPD to provide some additional supervision with the help of the community. Please check out the banner: "PVUSD IS ALL IN FOR STUDENT SAFETY!"

The final part of the report is to ask the Board for direction on any continued use of the safety dog program as a deterrent. We allocated \$7500 for this year's pilot. The cost per visit was \$350. The question for the district now is - Do we continue and to what extent?

The next three pages provide specific information about expulsions in the PVUSD for the last three years.

Recommendation: Receive report and begin discussion about next steps, including costs.

Budget Considerations:

Funding Source:

Budgeted: Yes: ☐ No: ☐

Amount:

Prepared By: Murry Schekman, Assistant Superintendent

Superintendent's Signature:

Dorma Baker (AA)

2010-2011 Expulsion Referral Data FINAL

	TOTAL REFERRALS	TOTAL DROPPED	TOTAL I.T.	TOTAL FE	TOTAL SE	TOTAL F/S	WAIVED HEARINGS	ACTUAL EXPULSION HEARINGS	TOTAL HOME LANG ENG	TOTAL HOME LANG SP	TOTAL MALES	TOTAL FEMALES	TOTAL SPECIAL ED STUDENTS REFERRED	TOTAL SPECIAL ED STUDENTS EXPELLED
Elementary														
Alianza	4	0	0	1	3	0	4	0	1	3	3	1	0	0
Amesti	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ann Soldo	1	0	0	0	1	0	1	0	0	1	1	0	0	0
Bradley	2	0	0	0	2	0	2	0	1	1	2	0	0	0
Calabasas	1	0	0	0	1	0	0	0	0	0	1	0	0	0
Freedom	1	1	0	0	0	0	0	0	0	0	0	0	0	0
Hall District	1	0	0	0	1	0	1	0	1	1	1	0	0	0
H.A. Hyde	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Landmark	5	0	0	0	5	0	5	0	0	4	4	1	1	1
MacQuiddy	3	0	0	0	3	0	3	0	1	2	3	0	2	2
Mar Vista	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mintie White	1	0	0	0	1	0	1	0	1	0	1	0	0	0
Ohlone	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Radcliff	2	0	0	0	2	0	1	1	2	0	2	0	0	0
Rio Del Mar	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Starlight	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WCSA	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Valencia	3	0	0	0	3	0	3	0	2	1	3	0	0	0
Total	24	1	0	1	22	0	21	1	9	13	21	2	3	3

Middle/Junior														
AJHS	4	0	0	0	4	0	4	0	2	2	4	0	2	2
CCMS	1	0	0	0	1	0	1	0	0	1	1	0	0	0
EAHMS	8	1	0	4	2	1	7	0	1	7	4	4	1	1
LMS	8	1	0	1	5	1	6	1	3	5	8	0	5	4
PMS	6	0	0	2	4	0	6	0	1	5	6	0	0	0
RHMS	21	0	0	6	6	9	20	1	3	18	3	18	3	3
Total	48	2	0	13	22	11	44	2	10	38	26	22	11	10

High School														
AHS	16	1	0	8	3	4	10	6	9	7	15	1	5	5
AVCI	2	0	0	2	0	0	2	0	0	2	0	2	0	0
New School	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PCCS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PVHS	22	0	0	14	6	2	16	6	4	18	22	0	3	3
RHS	1	0	0	0	1	0	0	1	0	1	1	0	0	0
Seipa Post-Secondary	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WAAE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WHS	17	1	0	10	6	0	15	1	2	15	16	1	5	4
Total	58	2	0	34	16	6	43	14	15	43	54	4	13	12

Grand Totals	130	5	0	48	60	17	108	17	34	94	101	28	27	25
	TOTAL REFERRALS	TOTAL DROPPED	TOTAL I.T.	TOTAL FE	TOTAL SE	TOTAL F/S	WAIVED HEARINGS	ACTUAL EXPULSION HEARINGS	TOTAL HOME LANG ENG	TOTAL HOME LANG SP	TOTAL MALES	TOTAL FEMALES	TOTAL SPECIAL ED STUDENTS REFERRED	TOTAL SPECIAL ED STUDENTS EXPELLED

2011-2012 Expulsion Referral Data FINAL

	TOTAL REFERRALS	TOTAL DROPPED	TOTAL I.T.	TOTAL FE	TOTAL SE	TOTAL F/S	WAIVED HEARINGS	ACTUAL EXPULSION HEARINGS	TOTAL HOME LANG ENG	TOTAL HOME LANG SP	TOTAL MALES	TOTAL FEMALES	TOTAL SPECIAL ED STUDENTS REFERRED	TOTAL SPECIAL ED STUDENTS EXPELLED
Elementary														
Alianza	0	0	0	0	0	0	0	0	1	3	3	1	0	0
Amesti	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ann Soldo	0	0	0	0	0	0	0	0	0	1	1	0	0	0
Bradley	0	0	0	0	0	0	0	0	1	1	2	0	0	0
Calabasas	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Freedom	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hall District	0	0	0	0	0	0	0	0	1	1	1	0	0	0
H.A. Hyde	1	0	0	0	1	0	1	0	0	0	0	0	0	0
Landmark	1	0	0	0	1	0	1	0	0	4	4	1	1	1
MacQuiddy	1	0	0	0	1	0	1	0	1	2	3	0	2	2
Mar Vista	2	0	0	1	1	0	2	0	0	0	0	0	0	0
Mintie White	0	0	0	0	0	0	0	0	1	0	1	0	0	0
Ohlone	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Radcliff	0	0	0	0	0	0	0	0	2	0	2	0	0	0
Rio Del Mar	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Starlight	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WCSA	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Valencia	1	1	0	0	0	0	0	0	2	1	3	0	0	0
Total	6	1	0	1	4	0	5	0	9	13	21	2	3	3
Middle/Junior														
AJHS	3	0	0	1	2	0	3	0	2	2	4	0	2	2
CCMS	4	0	0	1	3	0	4	0	0	1	1	0	0	0
EAHMS	7	0	0	1	6	0	7	0	1	7	4	4	1	1
LMS	14	0	0	8	5	1	10	4	3	5	8	0	5	4
PMS	3	0	0	2	1	0	1	2	1	5	6	0	0	0
RHMS	10	0	0	3	6	1	10	0	3	18	3	18	3	3
Total	41	0	0	16	23	2	35	6	10	38	26	22	11	10
High School														
AHS	12	0	0	9	2	1	9	3	9	7	15	1	5	5
AVCI	0	0	0	0	0	0	0	0	0	2	0	2	0	0
New School	1	0	0	1	0	0	1	0	0	0	0	0	0	0
PCCS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PVHS	17	2	0	9	5	1	13	4	4	18	22	0	3	3
RHS	1	0	0	1	0	0	0	1	0	1	1	0	0	0
Seipia Post-Secondary	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WAAE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WHS	15	0	0	11	3	1	14	1	2	15	16	1	5	4
Total	46	2	0	31	10	3	37	9	15	43	54	4	13	12
Grand Totals	93	3	0	48	37	5	77	15	34	94	101	28	27	25
	TOTAL REFERRALS	TOTAL DROPPED	TOTAL I.T.	TOTAL FE	TOTAL SE	TOTAL F/S	WAIVED HEARINGS	ACTUAL EXPULSION HEARINGS	TOTAL HOME LANG ENG	TOTAL HOME LANG SP	TOTAL MALES	TOTAL FEMALES	TOTAL SPECIAL ED STUDENTS REFERRED	TOTAL SPECIAL ED STUDENTS EXPELLED

2012-2013 Expulsion Referral Data FINAL

	TOTAL REFERRALS	TOTAL DROPPED	TOTAL FE	TOTAL SE	TOTAL F/S	WAIVED HEARINGS	ACTUAL EXPULSION HEARINGS	TOTAL HOME LANG ENG	TOTAL HOME LANG SP	TOTAL MALES	TOTAL FEMALES	TOTAL SPECIAL ED STUDENTS REFERRED	TOTAL SPECIAL ED STUDENTS EXPELLED
Elementary													
Alianza	0	0	0	0	0	0	0	0	0	0	0	0	0
Amesti	0	0	0	0	0	0	0	0	0	0	0	0	0
Ann Soldo	1	0	0	1	0	1	0	0	1	1	0	0	0
Bradley	0	0	0	0	0	0	0	0	0	0	0	0	0
Calabasas	0	0	0	0	0	0	0	0	0	0	0	0	0
Freedom	0	0	0	0	0	0	0	0	0	0	0	0	0
Hall District	0	0	0	0	0	0	0	0	0	0	0	0	0
H.A. Hyde	0	0	0	0	0	0	0	0	0	0	0	0	0
Landmark	1	0	0	1	0	1	0	0	1	0	1	0	0
MacQuiddy	3	0	0	3	0	3	0	0	3	3	0	1	1
Mar Vista	1	0	0	1	0	1	0	1	0	1	0	1	1
Mintie White	0	0	0	0	0	0	0	0	0	0	0	0	0
Ohlone	0	0	0	0	0	0	0	0	0	0	0	0	0
Radcliff	0	0	0	0	0	0	0	0	0	0	0	0	0
Rio Del Mar	0	0	0	0	0	0	0	0	0	0	0	0	0
Starlight	0	0	0	0	0	0	0	0	0	0	0	0	0
WCSA	1	0	0	1	0	1	0	1	0	1	0	1	1
Valencia	1	0	0	1	0	1	0	0	1	1	0	1	1
Total	8	0	0	8	0	8	0	2	6	7	1	4	4

Middle/Junior													
AJHS	5	0	2	0	3	5	0	4	1	4	1	1	1
CCMS	9	0	0	9	0	8	1	4	5	8	1	4	4
EAHMS	3	1	2	0	0	1	1	2	1	1	2	1	0
LMS	8	0	3	5	0	5	3	5	3	6	2	4	4
PMS	4	0	2	1	1	3	1	1	3	4	0	1	1
RHMS	14	0	6	8	0	13	1	6	8	13	1	2	2
Total	43	1	15	23	4	35	7	22	21	36	7	13	12

High School													
AHS	5	0	3	1	1	4	1	4	1	4	1	3	3
AVCI	1	0	1	0	0	1	0	0	1	1	0	0	0
New School	0	0	0	0	0	0	0	0	0	0	0	0	0
PCCS	0	0	0	0	0	0	0	0	0	0	0	0	0
PVHS	10	1	7	2	0	8	2	3	7	9	1	3	3
RHS	1	0	0	1	0	1	0	0	1	1	0	0	0
Seipa Post-Secondary	0	0	0	0	0	0	0	0	0	0	0	0	0
WAAE	0	0	0	0	0	0	0	0	0	0	0	0	0
WHS	18	2	8	5	3	13	5	7	11	17	1	2	2
Total	35	3	19	9	4	27	8	14	21	32	3	8	8

Grand Totals	86	4	34	40	8	70	15	38	48	75	11	25	24
	TOTAL REFERRALS	TOTAL DROPPED	TOTAL FE	TOTAL SE	TOTAL F/S	WAIVED HEARINGS	ACTUAL EXPULSION HEARINGS	TOTAL HOME LANG ENG	TOTAL HOME LANG SP	TOTAL MALES	TOTAL FEMALES	TOTAL SPECIAL ED STUDENTS REFERRED	TOTAL SPECIAL ED STUDENTS EXPELLED

Expulsions

