

# 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.

October 27, 2010 REGULAR BOARD MEETING CLOSED SESSION – 6:00 p.m. – 7:00 p.m.

PUBLIC SESSION – 7:00 p.m.
DISTRICT OFFICE
BOARDROOM
292 Green Valley Road
Watsonville, CA 95076

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

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

#### 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.

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

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

# 2.0 CLOSED SESSION (AND AFTER REGULAR SESSION IF NECESSARY)

- 2.1 Public Employee Appointment/Employment, Government Code Section 54957
  - a. Certificated Employees (see Attached)
  - b. Classified Employees (see attached)
- 2.2 Public Employee Discipline/Dismissal/Release/Leaves
- 2.3 Negotiations Update
  - a. CSEA
  - b. PVFT
  - c. Unrepresented Units: Management and Confidential
  - d. Substitutes Communication Workers of America (CWA)
- 2.4 Claims for Damages
- 2.5 Existing Litigation
- 2.6 Pending Litigation
- 2.7 Anticipated Litigation
- 2.8 Real Property Negotiations
- 2.9 9 Expulsions

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

- 3.1 Pledge of Allegiance
- 3.2 Welcome by Board President Trustees Leslie De Rose, Doug Keegan, Sandra Nichols, Karen Osmundson, Kim Turley, Willie Yahiro, and President Libby Wilson.
- 3.3 Brecek & Young Financial Teacher of the Month Award Michael Pushnik Mar Vista Elementary School
- 4.0 ACTION ON CLOSED SESSION
- 5.0 APPROVAL OF THE AGENDA
- 6.0 APPROVAL OF MINUTES

a) Minutes of October 13, 2010

# 7.0 HIGH SCHOOL STUDENTS BOARD REPRESENTATIVES REPORT

# 8.0 POSITIVE PROGRAM REPORT

8.1 Positive Impact of Athletics on Student Athletes. Report by Aptos High Athletic Staff.

10 min.

#### 9.0 PUBLIC HEARING

9.1 Public Hearing on Appointment of the Classified State Employees Association's (CSEA) Representative to the Personnel Commission: Sharon Gray.

Report by Pam Shanks, Director of Classified Personnel.

# 10.0 VISITOR NON-AGENDA ITEMS

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

# 11.0 EMPLOYEE ORGANIZATIONS COMMENTS - PVFT, CSEA, PVAM, CWA 5 Min. Each

#### 12.0 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).

- 12.1 Purchase Orders October 7 20, 2010
  The PO's will be available in the Superintendent's Office.
- 12.2 Warrants October 7 20, 2010
  The warrants will be available in the Superintendent's Office.
- 12.3 Approve Resolution #10-11-07, Stimulus Contract California Department of Rehabilitation and Special Services Transition Partnership (TPP).
- 12.4 Approve Migrant and Seasonal Head Start Refunding Application: Goals and Objectives for March 1, 2011 February 28, 2014.

The administration recommends approval of the Consent Agenda.

#### 13.0 DEFERRED CONSENT ITEMS

#### 14.0 REPORT AND DISCUSSION ITEMS

14.1 Report and discussion on Human Resources Annual Report.

Report by Albert Roman, Assistant Superintendent, Human Resources.

5 min.

- 14.2 Report and discussion on The New Student Services Department After School Programs.

  Report by Joe Trautwein, Extended Learning Director.

  10 min.
- 14.3 Report and discussion on Purchasing Practices and Procedures. *Report by Rich Buse, Purchasing Director.*

10 min.

14.4 Report and discussion on Federal Education Jobs Fund. *Report by Brett McFadden, CBO.* 

10 min.

# 15.0 REPORT, DISCUSSION AND POSSIBLE ACTION ITEMS

- 15.1 Approve CSEA's Representative to the Personnel Commission: Sharon Gray *Report given under item 9.1.*
- 15.2 Report, discussion and possible action to approve Revision to Job Description for Human Resources Specialist.

  Report by Albert Roman, Assistant Superintendent, Human Resources.

  5 min.

Board Meeting October 27, 2010 Page 3 of 7

15.3 Report, discussion and possible action to approve New Job Description: Student Services Specialist.

Report by Albert Roman, Assistant Superintendent, Human Resources.

5 min.

15.4 Report, discussion and possible action to approve Resolution #10-11-09 Regarding Methyl Iodide.

\*Report by Dorma Baker, Superintendent.

5 n

5 min.

# 14.0 GOVERNING BOARD AND SUPERINTENDENT COMMENTS/REPORTS

# 15.0 UPCOMING BOARD MEETINGS/REMAINING BOARD MEETINGS FOR 2010

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
November	<b>*</b> 17	
December	8 Annual Organization Mtg. (Election Year)	<ul> <li>Approve 1<sup>st</sup> Interim Report</li> </ul>

### 16.0 ADJOURNMENT

# PAJARO VALLEY UNIFIED SCHOOL DISTRICT CLOSED SESSION AGENDA October 27, 2010

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

New	Hires
7	Primary Teachers
4	Secondary Teachers
1	TOSA
New	Substitutes
15	Substitutes
Rehin	es
1	Secondary Teacher
Prom	otions
	None
New	Hires Probationary
1	Instructional Assistant I
1	Library Media Technician
2	Maintenance Specialist
6	Office Assistant III
Admi	nistrative
The state of the s	None
Trans	sfers
2	Primary Teacher
Extra	n Pay Assignments
24	Department Chair
4	Athletic Director
Extra	Period Assignments
5	Secondary Teacher
Leave	es of Absence
1	Primary Teacher
2	Secondary Teacher
1	Administrative Secretary II
1	Instructional Assistant II
Retir	ements
	None

Resignations/Terminations	
	None
Supple	mental Service Agreements
1	Speech Therapist
1	Special Services Teacher
16	Data Team Leaders
36	Primary Teacher
17	Secondary Teacher
1	Nurse
Miscell	aneous Actions
1	Administrative Secretary II
1	Administrative Secretary III
1	Behavior Technician
2	Cafeteria Assistant
2	Campus Safety Coordinators
1	Instructional Assistant II
	None
Separa	tions From Service
	None
After S	chool Program
36	Primary Teacher
96	Secondary Teacher
Limite	d Term – Projects
8	Campus Safety Coordinators
1	Career Development Specialist I
1	Custodian II
10	Enrichment Specialist
1	Health Services Assistant
19	Instructional Assistant – General
2	Instructional Assistant I
2	Instructional Assistant – Migrant
2	Language Support Liaison
1	Library Media Technician
1	Office Assistant I
4	Office Assistant III
1	Instructional Assistant – Migrant

4	Office Assistant II
10	Office Assistant III
1	Site Computer Support Technician
Limi	ted Term – Substitute
1	Bus Driver
1	Cafeteria Assistant
1	Delivery Driver
1	Instructional Assistant II
1	Office Assistant II
Exen	npt
4	Babysitter
3	Migrant Outside Work Experience
1	Spectra Artist
4	Student Helper
3	Yard Duty
Prov	isional
1	Instructional Assistant II
1	Office Assistant III



# October 13, 2010 REGULAR BOARD MEETING CLOSED SESSION – 6:00 p.m. – 7:00 p.m.

PUBLIC SESSION – 7:00 p.m.
DISTRICT OFFICE
BOARDROOM
292 Green Valley Road
Watsonville, CA 95076

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

#### 1.1 Call to Order

President Wilson called the meeting of the Board to order at 6:02 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

New Hires		
	None	
New S	ubstitutes	
	None	
Rehir	es	
	None	
Promo	otions	
	None	
New I	Iires Probationary	
	None	
Admi	nistrative	
	None	
Trans	fers	
	None	
Extra	Pay Assignments	
21	Department Chairs	
Extra Period Assignments		
	None	
Leave	s of Absence	
2	Primary Teacher	

3	Secondary Teacher
1	Bus Driver
1	Cafeteria Assistant
1	Groundskeeper
1	Health Services Assistant
2	Instructional Assistant I
4	Instructional Assistant II
1	Lead Custodian
1	Office Manager
Retire	
1	Secondary Teacher
Resign	ations/Terminations
1	Math Teacher
Supple	emental Service Agreements
28	CELDT Testers
1	English Learner Services Teacher
2	ED Services Teacher
37	Primary Teacher
19	Secondary Teacher
Miscel	laneous Actions
	None
Separa	ations From Service
1	Administrative Assistant
1	Bus Driver
1	Instructional Assistant - Migrant
After S	School Program
79	Primary Teacher
79	Secondary Teacher
Limite	ed Term – Projects
1	Applications Analyst I
1	Attendance Specialist
7	
1	Campus Safety Coordinator
3	Campus Safety Coordinator  Career Development Specialist I
3	Career Development Specialist I

1	Guidance Specialist
1	Health & Disabilities Coordinator
1	Library Media Technician
1	Health Services Assistant
53	Instructional Assistant – General
7	Instructional Assistant I
1	Instructional Assistant II
1	Instructional Assistant – Migrant Education
4	Office Assistant II
10	Office Assistant III
1	Office Manager
1	Site Computer Support Technician
1	Testing Specialist I
1	Translator
Limite	ed Term – Substitute
5	Cafeteria Assistant
1	Health Services Assistant
1	Instructional Assistant – General
1	Instructional Assistant I
4	Instructional Assistant – Migrant Education
1	Office Manager
Exem	pt ·
6	Babysitter
2	Crossing Guard
56	Migrant OWE
2	Spectral Artist
52	Student Helper
19	Workability
31	Yard Duty
Provis	sional
6	Office Assistant III
2	Behavior Technician

# 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 Existing Litigation
- 2.6 Pending Litigation
- 2.7 Anticipated Litigation
- 2.8 Real Property Negotiations
- 2.9 4 Expulsions

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

#### 3.1 Pledge of Allegiance

Trustee Osmundson led the Board in the Pledge of Allegiance.

# 3.2 Welcome by Board President

Trustees Leslie De Rose, Doug Keegan, Sandra Nichols, Karen Osmundson, Kim Turley, Willie Yahiro, and President Libby Wilson were present.

#### 4.0 ACTION ON CLOSED SESSION

# 2.1 Public Employee Appointment/Employment, Government Code Section 54957

# a. Certificated Employees

Trustee Nichols moved to approve the certificated report with the following changes: 1 teacher – separation from service; correction of position to three department chairs. Trustee Keegan seconded the motion. The motion passed 6/0/1 (De Rose abstained).

#### b. Classified Employees

Trustee Nichols moved to approve the classified report as presented. Trustee Keegan seconded the motion. The motion passed 6/0/1 (De Rose abstained).

# 2.9 4 Expulsions

### Action on Expulsions

Trustee Osmundson moved to approve and to correct the recommendation from "administrative panel" to "District Administration" for the following expulsion case:

#### 10-11-001

Trustee Keegan seconded the motion. The motion passed unanimously.

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

#### 10-11-002

Trustee Keegan seconded the motion. The motion passed unanimously.

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

#### 10-11-003

Trustee Keegan seconded the motion. The motion passed unanimously.

Trustee Osmundson moved to approve the District Administration recommendation and correct the expulsion number from "09-10-005" to "10-11-005" for the following expulsion case:

# <del>09-10-005</del> - 10-11-005

Trustee Keegan seconded the motion. The motion passed unanimously.

#### 5.0 APPROVAL OF THE AGENDA

Trustee Yahiro moved to approve the agenda. Trustee De Rose seconded the motion. The motion passed unanimously.

# 6.0 APPROVAL OF MINUTES

# a) Minutes of September 22, 2010

Trustee Osmundson moved to approve the minutes for September 22, 2010. Trustee Yahiro seconded the motion. The motion passed 6/0/1 (Nichols abstained).

# 7.0 HIGH SCHOOL STUDENTS BOARD REPRESENTATIVES REPORT

Elizabeth Jara of Pajaro Valley High School, Jessica Stief and Kate Marquez-Sweeney of Aptos High School, Marcela Mendoza and Jesus Velazquez of Renaissance High School, and Guadalupe Aburto and Summer-Grace Lewis of Watsonville High School reported on their school events, activities and sports.

#### 8.0 VISITOR NON-AGENDA ITEMS

The following spoke in support of a resolution opposing methyl-iodide and spoke of the reasons for opposing use of the pesticide: <u>Andy Hsia-Coron</u>, teacher; <u>Ramiro Medrano</u>, community member; and Sal Lua, teacher.

9.0 EMPLOYEE ORGANIZATIONS COMMENTS – PVFT, CSEA, PVAM, CWA

Jen Laskin, PVFT member, spoke about the resolution opposing use of methyl iodide. She noted that
Watsonville will be ground zero for the use of the chemical and that the union is asking for more
research before it being phased-in. She spoke of K-3 conditions and how the student numbers in these
grade levels are affecting teachers.

Briton Carr, CSEA president, spoke about opening negotiations and noted that CSEA has no controversial issues to bring forth to the Board because CSEA works well with administration to discuss and solve any that do come up.

Michael Jones, former PVAM president, introduced Terry Eastman as the new president. He reported the makeup of the association's executive members: Kathy Arola, Secretary, Ulli Kummerow, Treasurer, and Olga De Santa Anna, Vice President.

Terry Eastman thanked Michael Jones for his work. PVAM is anxious to find out if staff support to the sites will be reinstated with the new federal jobs funds.

Libby Wilson requested a moment of silence for Kevin Williams, an Aptos High School 2006 graduate who recently passed away from a cancer tumor.

#### 10.0 CONSENT AGENDA

Trustee Keegan moved to approve the consent agenda with special recognition to the community members who donated to the district. Trustee De Rose seconded the motion. The motion passed unanimously.

- 10.1 Purchase Orders September 16 October 6, 2010
- 10.2 Warrants September 16 October 6, 2010
- 10.3 Approve with Gratitude Donation of an HP Laptop for Hall District Elementary School from Barbara Dodge, an estimated value of \$1,300.00.
- 10.4 Approve with Gratitude Donation of a MAC computer for HA Hyde Elementary School from Doug Zacharias, an estimated value of \$550.00

- 10.5 Approve Resolution #10-11-08, Close No Longer Needed Funds at County Treasurer.
- 10.6 Approve 2009-10 Migrant and Seasonal Head Start Program Information Report (P.I.R.) and July 2009 Federal Monitoring Review Report.
- 10.7 Approve Williams Uniform Complaint Quarterly Report: Zero (0) Complaints.
- 10.8 Approve Notice of Completion for Aptos High School Re-vegetation Project.

#### 11.0 DEFERRED CONSENT ITEMS

None.

#### 12.0 REPORT AND DISCUSSION ITEMS

# 12.1 Report and discussion on Budget and Facilities Advisory Committee – Update. Report by Brett McFadden, CBO.

Brett McFadden noted that the intent of the advisory committee is for it to be permanent with a makeup of various stakeholders to equitably represent the interests of the district and community. The committee would provide input to staff on major fiscal and facility policy issues. Brett clarified the Board retains policy making and development authority. Recommended make up: 3 PVFT members; 3 CSEA members; 3 school site and/or program leaders; 5 parent representatives; 5 community members; staff: CBO, Director of Finance; Director of Maintenance/Operations/Facilities; and as needed Assistant Superintendents and others. He offered the following options on the role of board members in the committee: ex-officio capacity; no board members; or 3 members appointed by board.

The board participated with comments and questions. They discussed the options regarding the board's role.

# 12.2 Report and discussion on State Budget Update.

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

Brett McFadden reported that the state had adopted the budget, noting that over two-thirds of the approved items are one-time savings and over-optimistic revenue assumptions. The budget fails to go adequately address the imbalance between the state's revenues and expenditures. However, Brett noted that the economy for schools is not getting worse at this point. He presented the changes to K-Adult funding as follows: full restoration of revenue limit cut; holds school agencies harmless from negative COLA; \$300 million in one-time mandate funds, \$100 million for current year claims and the rest for prior year claims; funding restored for child care programs; and the suspension of mandate to county mental health. Brett mentioned that categorical programs are currently flexible and may remain so through 2011-12 or 2012-13; losing flexibility is critical because districts won't be able to shift funds. In closing, Brett reported that the next steps are for the district to revise its budget in the next 45 days after the passage of the state budget, which is anticipated to happen at the November 17 board meeting.

#### Public comment:

Bill Beecher, community member, rated the state budget and commented on his impressions of the outcome. He mentioned that there are \$2 billion dollars that are not explained in the state's budget.

Board participated with comments and questions.

# 13.0 REPORT, DISCUSSION AND POSSIBLE ACTION ITEMS

# 13.1 Report, discussion and possible action to approve 2010-11 District Goals. Report by Dorma Baker, Superintendent.

Dorma Baker noted the importance of having updated goals. She noted the document included the changes that were discussed at a prior meeting.

The board participated with comments, questions and suggestions.

Trustee Nichols moved to adopt the PVUSD goals with the changes Goal #6a to read as follows: Implement the English Language Master Plan, evaluating progress annually with report to the Board, and updating the plan as necessary. Trustee Keegan seconded the motion. The motion passed unanimously.

# 14.0 GOVERNING BOARD AND SUPERINTENDENT COMMENTS/REPORTS

Dorma Baker reported that she, Murry Schekman and Ylda Nogueda participated in a parent meeting with parents from EA Hall and Mintie White. The focus of the discussion was around the required changes that may need to take place due to their status and the change of administration. The number of parents that were present was great; they were supportive, made positive comments about both schools, and had great questions.

Trustee De Rose commented about the employee recognition event taking place on November 16. She mentioned that the Aptos Chamber had scheduled Casey O'Brien as their main speaker for their monthly breakfast event the following day.

Trustee Keegan noted that he, trustee Nichols, and elected board member Jeff Ursino met with state senator Blakeslee and it was an encouraging meeting that offered an opportunity to express the concern around budget.

Dorma Baker added a comment about the visit from the legislative analysts, noting the importance of communicating with them, as well as with other official connections, as to the impact that state actions have on this district.

Trustee Nichols noted the board's responsibility as trustees to have positive relationships with our state representatives.

Trustee Osmundson reported that she attended all the back to school nights in her area and that she was impressed. She also attended a meeting on methyl-iodide with Assembly member Bill Monning.

Trustee Yahiro reported that on November 12 at 4 pm Watsonville High would have a re-dedication ceremony of the historic gym, Goicovich gymnasium.

Murry Schekman noted that the gym was designated a blue plaque due to its historical place in the city.

Trustee Turley added that memorabilia is being requested to place in the historical gym.

# 15.0 UPCOMING BOARD MEETINGS/REMAINING BOARD MEETINGS FOR 2010 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
October	<b>*</b> 27	
November	• 17	<b>.</b>
December	<ul> <li>8 Annual Organization</li> <li>Mtg. (Election Year)</li> </ul>	Approve 1 <sup>st</sup> Interim Report

#### 16.0 ADJOURNMENT

There being no further business to discuss, the meeting of the Board was adjourned at 9:35 pm.

Dorma Baker, Superintendent



# PAJARO VALLEY UNIFIED SCHOOL DISTRICT



# Board Agenda Backup

Item No:		
	8.0	

Date: October 27, 2010

Item: Positive Impact of Athletics on Student-Athletes

Overview:

Recommendation:

Volleyball players from the Aptos High Volleyball team will present a PowerPoint presentation on the benefits of athletics. Specifically, the presentation will cover the impact of athletic participation on a student-athlete's self-esteem, social skills and academic performance. Athletics is the best intervention in keeping students on track, socially and academically. We are requesting that the Board re-examine district cuts to

athletics for the following school year.

Budget Consi	derations:			
Fund	ing Source:			•
	Budgeted:	Yes:	No:	
	Amount:	\$		
Prepared By:	Jen Bryan, A Science and		Volleyball Coach and Aptos Ju	nior High
Superintendent	's Signature:		ma Baker (A	LR)

Reinstate athletic funding to schools throughout the district



# Board Agenda Backup

Item No: 9.1 &

Date: October 27, 2010

Item: Public Hearing for Classified Employees' Appointment to the Personnel

Commission

Overview:

In accordance with Personnel Commission Rule 3.1 C, by September 30<sup>th</sup>, CSEA having authority to nominate the classified employees' appointee to the Commission shall publicly submit the name of the person it wishes to appoint to the Commission. The Board was notified on September 8, 2010, that Sharon Gray was recommended by CSEA to continue into another term as their appointee.

At a board meeting to be held after thirty (30) and within forty-five (45) days of the date the employees' nominee was submitted to the Board, the Board shall hold a public hearing to provide the public, employees, Board, District Administration, and employee organizations the opportunity to express their views on the qualifications of the person nominated by CSEA for appointment. The board shall appoint the nominee, unless the classified employees voluntarily withdraw the name of the nominee and submit the name of a new nominee. In the latter case, the Board shall then appoint the new nominee.

**Recommendation:** Appoint Sharon Gray for a three year term to the Personnel Commission.

Prepared By: Pam Shanks, Director of Classified Personnel

Superintendent's Signature:

Dava Baker (AIR)



# PAJARO VALLEY UNIFIED SCHOOL DISTRICT



# Board Agenda Backup

Item No:		1	2		3
----------	--	---	---	--	---

**Date:** October 27, 2010

Item: Stimulus Contract CA Department of Rehabilitation and Special

Services Transition Partnership (TPP)

Overview: Special Services TPP - The PVUSD Transition Partnership Program has

been awarded a stimulus contract in the amount of \$16,338.00. These funds will be used to assist in providing special education students vocational and/or career development and training leading to gainful

employment or post secondary vocational education.

This is a budget neutral program ensuring that all personnel, student services, curriculum and instructional materials used in this program are

funded directly through the stimulus contract.

Resolution # 10-11-07

Recommendation:	
<b>Budget Considerations:</b>	
Funding Source:	
Budgeted:	Yes: No:
Amount:	<b>\$</b>
Prepared By:	
Superintendent's Signature:	Down Baker (A.R.)







State of California
Health and Human Services Agency

Tony Sauer, Director P.O. Box 944222 Sacramento, CA 94299-9222 (916) 558-5680 Office (916) 558-5681 Fax scooley@dor.ca.gov Email

September 28, 2010

Pajaro Valley Unified School District Robin Butterworth SELPA/SSO 294 Green Valley Road Watsonville, CA 95076

Re: ARRA Contract # 28043A

the contract.

Dear Robin Butterworth:

Attached is your new augmented ARRA contract for Fiscal Year 2010/11. Complete and sign the following checked item(s):

<u>·X</u>	Print out four copies of the Standard Agreement form (STD 213) and one copy of the attached exhibits. Sign all four copies of the STD 213. All signatures must be original.
	Print out one copy of the Payee Data Record (STD 204). No payment can be made unless this form is completed.
	Print out one copy of the Contractor Certification Clauses (CCC). The CCC package contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The CCC will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur. Sign and return the first page of the current CCC. Failure to do will prohibit the State of California from doing business with your company.
<u>X</u>	Print out one copy of the Board Resolution, complete and sign. (You may use your own form in lieu of the attached Board Resolution.) Please make sure the person who is signing the Board Resolution is not the person authorized to sign the Agreement. However, if the authorized signer is in an elected position, you must submit a letter stating the fact.
X	Print out one copy of the Signature Authorization form, complete and sign. The person authorizing the signatures is the person who is authorized to sign

<u>X</u>	General Liability Insurance Requirements. See Contract Exhibit D, General Liability Insurance.
X	Worker's Compensation Insurance Requirements. See Contract Exhibit D, Worker's Compensation.
<u>X</u>	Auto Insurance Requirements. See Contract Exhibit D, Automobile Liability Insurance.

Return all four original signed copies of the STD 213 and one copy of all other required documents for further processing. All signed documents must have original signatures.

Department of Rehabilitation
Attn: Shari Cooley, Contract Section
721 Capitol Mall, 6<sup>th</sup> Floor
Sacramento, California, 95814

If you have any questions please call me at (916) 558-5690.

Sincerely,

Shari Cooley Contract Analyst

Enclosures

cc: Contract Administrator

# STATE OF CALIFORNIA STANDARD AGREEMENT

STD 213 (Rev 06/03)



AGREEMENT NUMBER
28043A
REGISTRATION NUMBER

		200,1311
		REGISTRATION NUMBER
		,
7.	This Agreement is entered into between the State Agency and the Contra	actor named below:
	STATE AGENCY'S NAME	
	Department of Rehabilitation	
	CONTRACTOR'S NAME	,
	Pajaro Valley Unified School District	
2.	The term of this October 1, 2010 through June	30, 2011
	Agreement is:	
3.	The maximum amount \$ 16,338.00	
	of this Agreement is: ARRA Contract	
4.	The parties agree to comply with the terms and conditions of the following part of the Agreement.	exhibits which are by this reference made a
	CFDA # Basic Support 84.390A Award # H390A090005	
	Exhibit A – Scope of Work	5 pages
	Exhibit B – Budget Detail and Payment Provisions	3 pages
	Attachment 1, Program Budget and Narrative	3 pages
	Exhibit C* – General Terms and Conditions GTC-	610 Dated 06/09/10
	Exhibit D - Special Terms and Conditions (Attached hereto as part of the	
	Exhibit E – Additional Provisions – Subvention Agreements	2 pages
	Exhibit F – Cooperative/Case Services Agreements	3 pages
	Exhibit G - Supplemental Terms and Conditions for Using ARRA Funds	3 pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <a href="http://www.ols.dgs.ca.gov/Standard%20Language/default.htm">http://www.ols.dgs.ca.gov/Standard%20Language/default.htm</a>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, page 13.1)	Services Use Only	
Pajaro Valley Unified School District		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
<u>s</u>		
PRINTED NAME AND TITLE OF PERSON SIGNING		-
1		
ADDRESS		DEPARTMENT OF GENERAL
SELPA/SSO 294 Green Valley Road, Watsonville, CA 95076		SERVICES NOT REQUIRED PER SAM SEC 1215
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Rehabilitation		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
<u> </u>		
PRINTED NAME AND TITLE OF PERSON SIGNING	⊠ Exempt per:	
Thomas Dempsey, Chief, Contracts and Procuremen		
ADDRESS		
721 Capitol Mall, 6 <sup>th</sup> Floor, Sacramento, CA 95814		

FULL Name of Corporation or Public Agency

# Pajaro Valley Unified School District

WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation (DOR), and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person/position

Name/Position of Person Authorized to Sign Agreement

# Libby Wilson, Board President

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute any and all documents required by DOR to effectuate the execution of contracts and/or amendments except to increase the financial liability of said corporation or public agency. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Directors.

# CERTIFICATION

I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of abovenamed corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

Address Where Board Meeting Held

# 294 Green Valley Rd. Watsonville, Ca. 95076

Date of Board Meeting	Signature of Recording Secretary	Date Signed
October 27, 2010	Ø	
		<u></u>

# STATE OF CALIFORNIA GRANT/CONTRACT SIGNATURE AUTHORIZATION DR 325 (Rev. 12/98) Computer Generated

### DEPARTMENT OF REHABILITATION

GRANTEE/CONTRACTOR:	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address)
STATE OF CALIFORNIA Department of Rehabilitation	Pajaro Valley Unified School District
721 Capitol Mall	294 Green Valley Rd.
Sacramento, California 95814	Watsonville, Ca. 95076

The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature	Name (Please Type or Print)	Title (Please Type or Print)	Nesset !!
Signature	Name (Please Type or Print)	Title (Please Type or Print)	Sec. of
Signature	Name (Please Type or Print)	Title (Please Type or Print)	Sort Henry
Signature	Name (Please Type or Print)	Title (Please Type or Print)	Memper Board

I hereby delegate authority to request reimbursement of expenses as shown above.

Authorized Signature per Board Resolution	Name (Please Type or Print)	Date Signed
×	Dorma Baker-Superintendent	Dorma.
2		l sight de

# ARRA Cooperative Contract Pajaro Valley Unified School District

# **SCOPE OF WORK**

# I. Introduction

This case service contract is funded through the American Recovery and Reinvestment Act (ARRA) federal program. These funds are time-limited and intended to enhance services to individuals in accordance with the ARRA principles of:

- a) Advancing California and local economic recovery through the maintenance and creation of jobs; and
- b) Transparency in reporting and fiscal accountability; and
- c) One time investment in community projects with long term sustainable results.

This case service contract is designed to provide services through the to shared consumers of Pajaro Valley Unified School District Transition Partnership Program and the Department of Rehabilitation (DOR), San Jose District as an adjunct and enhancement to the services already provided as part of the Pajaro Valley Unified School District (PVYSD) cooperative program. The intent of these services is to prepare and assist the individual(s) served to obtain and maintain meaningful employment. All DOR consumers referred for services under this contract will meet DOR and Pajaro Valley Unified School District criteria for services; and be mutually identified by DOR and Pajaro Valley Unified School District as a cooperative program consumer who is expected to benefit from contract services.

Services will be provided at all Pajaro Valley Unified School District secondary and secondary alternative sites. DOR consumers will be referred for ARRA services by the DOR counselor based on individual consumer need and informed choice.

The services available under this contract are designed to prepare the cooperative program consumers with the skills necessary to secure and maintain competitive employment in agreement with their Individual Plan for Employment (IPE).

The following services will be provided to 3 unduplicated DOR cooperative program consumers for the duration of the contract period.

# II. Services to be Provided

Employment Services (ES)

# Description of Service:

ARRA contract employment services are provided as an adjunct or enhancement to existing TPP employment services.

Employment services assists a DOR consumer to prepare for, obtain, and retain employment. ES components provide assistance in the development of job search skills, coordination of job search activities, and identification of appropriate job openings. The individual service plan will be developed jointly with the DOR consumer including information received from the DOR SVRC in the referral form and tailoring each component of the service to the needs of the individual and to be consistent with the DOR Individualized Plan for Employment (IPE). The components include:

# Employment Services Intake:

Development of an individual service plan (ISP) Identify need for supports, reasonable accommodation, and assistive technology

# **Employment Preparation:**

- Interviewing techniques
- o Resume Development
- Application Preparation
- Appropriate work behaviors and work ethics
- o Appropriate Grooming and hygiene
- Relevant work practices
- Discussion of impact of employment on disability and benefits
- o Identification of additional support services

# Job Development and Placement:

- o Identification of specific job openings appropriate for the ARRA/DOR consumer as indicated in their IPE and ISP
- o Contact of employers to identify job openings

- Obtaining information detailing qualifications and work site requirements for specific job opportunities to ensure applicant readiness and success on the job
- Job Site consultation to identify or modify barriers
- Negotiating job carving, work site analysis or other job accommodations
- Assisting the ARRA/DOR consumer/job applicant in the interviewing process
- Assisting the ARRA/DOR consumer/job applicant in coordinating transportation needs
- o Provision of job club or tools to assist in job search

Upon job placement:

Job Orientation assistance

# **Employment Retention:**

Upon ARRA/DOR consumer acceptance of employment of a job that is consistent with the IPE goal and meets the needs for hours, wages, and benefits, the following Employment Retention activities will be provided for at least 90 days:

- Phone or personal contact, on or off the job, with the ARRA/DOR consumer to determine ongoing satisfaction with the terms of employment
- With the consent of the ARRA/DOR consumer, phone or personal contact with the employer to determine ongoing satisfaction with the terms of employment
- No less than two contacts a month are required for a minimum of 90 days.
- o Communication with DOR SVRC at least monthly to discuss progress and coordinate for any additional services that may be required.
- o Assistance with necessary minimal supports to sustain employment.

More intensive support services, as determined by Pajaro Valley Unified School District and DOR SVRC, may require the authorization of Non Supported Employment Job Coaching services.

# Non-Supported Employment Job Coaching (NSEJC)

NSEJC provides intensive assistance and support in employmentrelated activities to promote job adjustment and retention. Activities of NSEJC include on-site support services and off-site interventions for ARRA/DOR consumers, such as:

- > Job orientation
- Job destination training
- > Teaching job tasks
- > Supervision at the worksite
- > Coworker/supervisor consultation
- ➤ Assistance in integrating the ARRA/DOR consumer into the work environment through natural supports
- > Assistance in changes in the work environment impacting potential for job retention
- > Assistance with public support agencies
- > Family and residential provider consultation
- Contact with the consumer and/or employer to ensure continued job satisfaction
- Assistance with monitoring Social Security Administration (SSA) reporting requirements;
- > Support and counseling necessary to maintain employment.
- Consultation with the ARRA/DOR consumer / employer and others following job loss.

Pajaro Valley Unified School District will provide monthly progress reports to the referring DOR counselor, and other reports as applicable and develop a final report to DOR when Employment Service is completed. In addition, quarterly reports will be provided to the DOR Contract Administrator in the required format.

# B. Service outcomes/number to be served:

For the duration of the contract period from the contract effective date this program will serve 3 DOR consumers in Employment Services.

- 3 will receive ES Intake
- 3 will receive Employment Preparation Services
- 2 will receive Job Development and Placement Services
- 1 will be placed in a job consistent with their IPE goal
- 1 will receive NSE job coaching services
- 1 will retain their job for a minimum of 90 days and be closed by DOR in status "26"

# III. Contract Administrator/Program Coordinator

Department of Rehabilitation	Pajaro Valley Unified School District
Harry Brown	Robin Butterworth
Cooperative Program Specialist	Career Development Specialist
721 Capitol Mall, 4 <sup>th</sup> Floor	294 Green Valley Rd.
Sacramento, CA 95814	Watsonville, California 95076
(916) 558-5432	(831) 786-2100 ext. 2794
Fax (916) 558-5402	(831) 728-8107
hbrown@dor.ca.gov	Robin_Butterworth@pvusd.net

# EXHIBIT B (Standard Agreement-Subvention)

# AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

# 1. INVOICING AND PAYMENT

- A. This is a cost reimbursement agreement. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget narrative and budget cost proposal as specified in the Service Budget (DOR 801A), which is attached hereto and made a part of this Agreement.
- B. For travel reimbursements (if applicable), upon request from the DOR, Contractor to provide purpose, destinations, dates of travel, proof of actual receipts and payments for travel costs, i.e., lodging/mileage, and per diem costs in support of travel expenditures submitted of costs proposed.
- C. Invoice(s) shall include the Agreement Number, Registration Number, CFDA Reference # and CFDA Title, as listed on the STD 213, and shall be submitted in duplicate not more frequently than monthly in arrears to DOR Contract Administrator or designee (listed on Exhibit A).
- D. A claim adjustment on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget (DOR 801A) with a maximum not to exceed \$100,000 for all budget years, as long as there is neither an increase nor decrease of the total annual contract Service Budget (DOR 801A). A formal amendment is required if it does not meet the above criteria.
- E. Staff line item salary ranges and percentage of time are projected and are subject to change based on actual costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item D above.

# 2. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Department of Rehabilitation, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

# For Federally Funded Agreements:

- C. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- D. This contract is valid and enforceable only if sufficient funds are made available to the State by the United State Government for the current fiscal year and/or any applicable subsequent fiscal years covered for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- E. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

# PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE CONTRACT

Contracts awarded by the DOR shall be subject to actual costs for services rendered under this agreement. Allowable costs under this contract must meet the following general criteria:

The allowable cost must: 1) be generally recognized and necessary for the operation of the Contractor's organization; 2) be reasonable for the performance of the contract, including acceptable sound business practices; 3) be subject to the terms and conditions of the contract and approved DOR budgeted line items; 4) not be used for general expenses required to carry out other responsibilities of the Contractor, and 5) be properly supported.

Documenting and supporting the distribution of personnel activity to the contract is also required. The Contractor agrees to comply with the 2 CFR Part, 220, 225, 230 (Office of Management and Budget Circulars (OMBs) – Cost Principles as applicable to its organization regarding documentation for the support of personnel activity chargeable to the contract.

# ACCOUNTING SYSTEM REQUIREMENTS.

Contractor must maintain an appropriate cost accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations. The Contractor's financial management system shall provide for:

- Accurate, current and complete disclosure of the financial results of each federally sponsored project.
- > Records that identify adequately the source and application of funds for federally sponsored activities.
- > Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the agreement.
- Accounting records including cost accounting records that are supported by source documentation.

Contractor shall submit to State such reports, accounts, and records as deemed necessary by State to discharge its obligation under State and Federal laws and regulations, including the applicable 34 Part 74 or 80 Uniform Administrative Requirements and the related 2 CFR Part, 220, 225, 230 (OMBs).

# 6. INDIRECT COSTS

Indirect costs are allowable costs incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR Part, 215, 220, 230 (OMBs). The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs/expenditures. The allocation of indirect costs cannot be based on an arbitrary fixed rate. Where an estimated percentage rate is used when the contract is written, the actual rate must be used to bill for indirect costs/administrative overhead; however, the actual rate cannot exceed the contracted budget percentage rate. If the actual rate exceeds the budgeted rate, then an amendment is required prior to billing the actual rate. Documentation to support the allocation rate/method must be maintained by the Contractor and is subject to review by the Department of Rehabilitation, State Auditors, Federal Department of Education auditors, or their designated representatives.

DEPARTMENT OF REHABILITATION

STATE OF CALIFORNIA SERVICE BUDGET

DOR 801A (Rev. 2/98)

THE COURT THE PUBLIC PARTICULAR COUNTY OF THE COUNTY Attachment 1

\$16,338 \$8,752.00 \$579.89 \$2,652.00 \$2,177.00 \$2,177.00 \$4,675.00 \$1,512.00 \$1,485.00 \$1,080.00 \$15,758.00 \$7.006.00TOTAL BUDGET Page 1\_of specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the Indirect costs are allowable costs, incurred by an organization, which support the activities of a program or contract, but are not directly assigned to the **Budget Change** Effective Date: Budget Change Budgett Period \* \* 1. \* Effective Date: \$1,512.00 \$8,752.00 \$579.89 \$2,652.00 \$7,006.00 \$4,675.00 \*\*\*\* \$1,080.00 \$15,758.00 \$2,177.00 \$2,177.00 \$1,485.00 \$16,338 Amendment Amount Budgeted 10/1/10-6/30/11 Contract Number: Subtotal Personnel and Operating Subtotal Subtotal 1 Career Dev Spec-2hrs/dayx60days@14:90/hr PIsBens. 1 Career Dev Spec-2hrs/dayx60days@14:90/hr PisBens 1 Career Dev Spec-2hrs/dayx60days@18.14/hr PlsBens TOTALS (rounded to nearest dollar) Pajaro Valley Unified School District TPP Position Title & FTE Original Instructional materials Contractor Name and Address: 294 Green Valley Road Watsonville, Ca. 95076 INDIRECT COST Office Supplies Travel/Mileage PERSONNEL OPERATING Training 10 14 5 16 38 <u>⇔</u> 8 2 2 2 2 4 25 <del>~</del>  $\overline{\zeta}$  $\frac{\omega}{\omega}$ 7 3 S  $\infty$ ¢) 4 Ġ N

organization. The allocation of indirect costs cannot be based on an arbitrary rate.

# ARRA Cooperative Contract Pajaro Valley Unified School District

# **Service Budget Narrative**

# <u>PERSONNEL</u>

ARRA Career Development Specialist

The ARRA Career Development Specialist will provide employment services within the description of the contracted services. The following activities are exclusive to ARRA/DOR consumers:

- Develop ARRA/DOR consumer's Individual Service Program (ISP)
- Provide employment services as described in the Exhibit A
- Provide individualized job development to ARRA/DOR consumers
- Provide individualized non-supported employment job coaching to the ARRA/DOR consumers as required by goals stated in IPE and ISP.
- Coordinate post placement services (with the DOR Counselor/s Employers, non-se job coaching, and other supports) to assure job retention and successful closures.
- Act as liaison between the ARRA/DOR consumer, their family, and school personnel.
- Attend monthly and quarterly TPP meetings.
- Assist with the case management and tracking of ARRA/DOR consumers.
- Provide administrative support as needed for ARRA cooperative program.
- Participate in community employer networks and Chamber of Commerce meetings

# **OPERATING**

Instructional Materials – ARRA/DOR consumers' supplies, manuals, interest surveys, job readiness tutorial supplies, vocational curriculum supplies, and career encyclopedias.

Office Supplies - Office supplies could include office materials such as paper, pens, pencils, staplers, staples, paper clips, folders, binders, and record keeping materials. Also included is 1 laptop needed to complete tools for assessment and job search for ARRA/DOR consumers. Employer contact will occur via the internet as will access to vocational programming and information for ARRA/DOR consumers.

Estimated cost of one laptop computer is \$1500.

Training - Staff trainings will cover specific assessments to be utilized in providing quality transition services for ARRA/DOR consumers' interests and potential job placements. The goal is for ARRA staff to develop the ability to assess fairly, accurately and authentically ARRA/DOR consumers' interests and abilities for employment. Registration for trainings requires pre-approval of ARRA/DOR Contract Administrator.

Travel/Mileage – Travel related expenses to attend trainings, workshops and conferences related to this ARRA contract. Mileage to school sites, DOR meetings, meetings with ARRA/DOR consumers, job development, and job retention/follow-up. Travel reimbursement not to exceed state's currently approved lodging, per diem, and mileage.

# INDIRECT COST

Indirect costs are allowable costs incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with <u>2 CFR Part</u>, <u>215</u>, <u>220</u>, <u>230</u> Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.

# EXHIBIT D (Standard Agreement-Subvention)

#### SPECIAL TERMS AND CONDITIONS

# 1. NOTIFICATION

All notices required by either party shall be in writing and sent by email, US mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

#### 2. SETTLEMENT OF DISPUTES

- A. In the event of a dispute, Contractor shall file a "Notice of Dispute" with the DOR withinten (10) days of discovery of the problem. Within ten (10) days of receipt of Notice of Dispute, the DOR Contract Administrator shall meet with the Contractor for purposes of resolving the dispute.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and DOR Contract Administrator shall be brought to the attention of the DOR Contract Officer for resolution. The decision of the DOR Contract Officer shall be final.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
- D. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement; which is not affected by the dispute.

# 3. CONTRACT AMENDMENT

This agreement shall allow amendments should either party, during the term of the agreement, desire a change to the terms of this agreement. Such changes shall be proposed in writing to the other party. No amendment will be considered binding on either party until it is formally approved by the State.

### 4. TERMINATION AND CANCELLATION

- A. In addition to the rights under Exhibit C of the Standard Agreement, State or Contractor reserves the right to terminate/cancel this Agreement at its sole discretion at any time upon thirty (30) days prior written notice.
- B. In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.

C. Upon receipt of the invoice, progress report and data (if applicable), a final payment will be made to Contractor. This payment shall be for all State-approved, actually incurred costs that in the opinion of State are justified, and shall include services rendered, and materials purchased or utilized (including all non-cancellable commitments) to termination date as specified in the proposal budget.

#### 5. TRAVEL AND REIMBURSEMENT RATES

Contractor agrees that all travel expenses and per diem rates paid under this contract shall be reimbursed at actual costs not to exceed the Department of Personnel Administration (DPA) designated rates stated on the DPA website. No travel outside the State of California is allowed without prior documented written authorization from the DOR Contract Administrator.

#### 6. SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

### 7. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference pursuant to this agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor should acknowledge the support of the State whenever publicizing the work under this agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

### 8. INSURANCE REQUIREMENTS

### A. GENERAL LIABILITY INSURANCE

Contractor must furnish to the DOR a certificate of insurance showing that a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined, is presently in affect for the contractor. The certificate of insurance shall show that activities are protected through commercial general liability insurance. Additional insurance, such as automobile liability insurance is required if a motor vehicle is used in the performance of the contract, i.e. transporting of persons by any mode of transportation.

The certificate of insurance **must** include; (1) the insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and (2) the certificate of insurance must provide the State of California, its officers, agents, employees, and servants are included as additional insured, but only with the respect to work performed for the State of California under the contract.

Evidence of insurance must be issued by an insurance company acceptable to the Department of General Services, Office of Risk Management (DGS/ORIM) or be provided through partial or total self-insurance acceptable to DGS/ORIM.

### B. WORKERS' COMPENSATION INSURANCE

- 1. Contractor shall have and maintain, for the term of this Agreement, workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- Unless a current copy is on file with the agency, Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the agency to the State as evidence of compliance with the workers' compensation insurance requirement.

# C. AUTOMOBILE LIABILITY INSURANCE (TRANSPORTING CONSUMERS)

- 1. For public schools and for-profit organizations: Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the contract. For seating capacity up to 7 people (includes driver), the Contractor's certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. For seating capacity for 8 –15 people (includes driver) the certificate of insurance shall state a limit of liability of not less than \$1,500,000 per occurrence for bodily injury and property damage liability combined. For seating capacity for 16 passengers or more the certificate of insurance shall state a limit of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined.
- 2. For non-profit organizations: Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the contract. For seating capacity of up to 15 people (includes driver) the certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. For seating capacity for 16 passengers or more the certificate of insurance shall state a limit of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined.

# 9. CONFLICT OF INTEREST (FOR NON-PROFITS ONLY)

A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

### 10. CONFIDENTIALITY

- A. Contractor agrees that any report or material created during the performance of this contract will not be released to any source except as required by this contract or otherwise authorized by DOR. Any information obtained by Contractor in the performance of this contract is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR or as required or permitted by law.
- B. Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this contract, and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, Title 9, California Code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)
- C. Contractor agrees to report any security breach or incident involving DOR consumers' personal information to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at <a href="mailto:isoinfo@dor.ca.gov">isoinfo@dor.ca.gov</a>.

Security breaches or incidents that must be reported include, but are not limited to:

- 1. Inappropriate use or unauthorized disclosure of DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
- 2. Unauthorized access to DOR consumers' personal information. Information can be held in medium that includes, but is not limited to, electronic and paper.
- Loss or theft of information technology (IT) equipment or data containing DOR consumers' personal information. IT equipment includes, but is not limited to, laptop and desktop computers, PDAs, CDs, DVDs, flash drives, servers, printers, peripherals, and any other portable electronic devices and media. Data can be held in medium that includes, but is not limited to, electronic and paper.

Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this contract. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website under the "Providers" tab in the "Requirements" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link: <a href="http://www.dor.ca.gov/eps/servpro.htm">http://www.dor.ca.gov/eps/servpro.htm</a>

Additional training and awareness tools are available at the California Office of Information Security and Privacy Protection (OISPP) website. OISPP created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

### 11. AUDIT AND REVIEW REQUIREMENTS

- (a) General Audit and Review Requirements
  - Contractor shall submit to the DOR such reports, accounts, and records deemed necessary by the DOR to discharge its obligation under State and Federal laws and regulations, including the applicable 2 CFR Part, 220, 225, 230 (OMBs).
  - 2. Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibility in the event of non-compliance.
  - 3. Contractor shall provide State's staff access to all Contractor records and evaluations of individuals referred to the program.
  - 4. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this contract agreement and other applicable federal or state statutes and regulations.
  - 5. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the contract, including such books, records, accounts, consumer service records, and other supporting documentation that may be relevant to the audit or investigation.

- 6. Contractor to include a provision in its independent auditor agreements that allows DOR access to any audit materials, information, and reports in support of the Contractor's "Independent Auditor Report" for review in performance in the event of a DOR audit.
- 7. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit or any other action involving the records prior to expiration of the three (3) year period, whichever is later. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
- (b) Annual Federal Finance Audit (For agreements \$500,000 and above)

In addition to the general audit and review requirements, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

Contractor agrees to submit one copy of the audit report and all management letters to:

Audit Section
Department of Rehabilitation
721 Capitol Mall, 3<sup>rd</sup> Floor
Sacramento, CA 95814

Copies of the audit report and letters are due on or before the 15<sup>th</sup> day of the fifth month following the end of the Contractor's fiscal year.

### 12. LOSS LEADER

Contractor understands that it is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss Leader" as defined in Code Section 17030 of the Business and Professions Code. Furthermore, contractor certifies by signature of this contract that it has not and will not engage in any such illegal activity related to the provision of services and materials under this contract.

### EXHIBIT E (Standard Agreement-Subvention)

### ADDITIONAL PROVISIONS -SUBVENTION AGREEMENTS

### FEDERAL REQUIREMENTS

The Federal Office of Management and Budget (OMB) has established unified administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following, except where the contract is more restrictive.

- 2 CFR Part 215/34 CFR Part 74 (OMB A-110) Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- 34 CFR Part 80 (OMB A-102) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 220 (OMB A-21) Cost Principles for Educational Institutions
- 2 CFR Part 225 (OMB A-87) Cost Principles for State, Local, and Indian Tribal Governments
- 2 CFR Part 230 (OMB A-122) Cost Principles for Non-Profit Organizations
- OMB A-133 Audits of States, Local Governments, and Non-Profit Organizations

A copy of the OMB Circulars listed above are available for download and review on the Internet at <a href="http://www.upoaccess.gov/cfr/index.html">www.upoaccess.gov/cfr/index.html</a>. A copy of Title 34 CFRs are available at <a href="http://www.gpoaccess.gov/cfr/index.html">http://www.gpoaccess.gov/cfr/index.html</a>.

### 2. FEDERAL FUNDING INTELLECTUAL PROPERTY

In any agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership which results directly and indirectly from the agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

### 3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By signing this contract, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for department, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

- 4. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT (IF APPLICABLE)
  - A. Equal Employment Opportunity--All contracts require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
  - B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
  - C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—By signing this agreement, the Contractor who is awarded an agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
  - D. All contractors shall comply with the following statutes and regulations:

Subject: Discrimination on the basis of race, color, or national origin.

Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).

Regulation: 34 CFR part 100.

Subject: Discrimination on the basis of sex

Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).

Regulations: 34 CFR part 106.

Subject: Discrimination on the basis of handicap.

Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).

Regulation: 34 CFR part 104handicap.

Subject: Discrimination on the basis of age.

Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).

Regulation: 34 CFR part 110

### RETURN OF INAPPROPRIATE USE OF FUNDS

By signing this agreement, Contractor shall certify that in the event of funds used inappropriately, funds must be returned to DOR.

### EXHIBIT F (Standard Agreement -Subvention)

### COOPERATIVE/CASE SERVICE AGREEMENT PROVISIONS

### CONTRACT MANUAL

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Manual and its additional policy requirements and conditions for Case Services/Cooperative Contract Program Agreements as applicable for the Fiscal Year(s) covered under this contract. Match requirements are applicable to Cooperative Programs agreements only.

### 2. CONTRACTOR'S MONITORING

The Contractor is responsible for monitoring the percentage of time/number of hours devoted by staff on the contract for overall consistency with the contract terms and the approved contracted budget.

### DOR CONTRACT MONITORING

The DOR Contract Administrator will monitor and document the contractor's performance to ensure compliance with all contract provisions. The DOR Contractor Administrator will:

- A. Maintain documentation on all contract activities, including the performance of the contract services, invoice reviews and approvals, monitoring activities, and other contract administration activities.
  - B. Monitor the contract to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the contract, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
  - C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/ consumers during the contract period are based on actual allowable costs, and that the invoices are current, correct, and timely.
  - D. Ensure that all Service Invoices, and Certified Expenditure Summaries if applicable, are received within 180 days of the end of the fiscal year. If not received, obtain written justification from the contractor for the delay and a timeline when final invoicing will be received.
  - E. Verify that the contractor has fulfilled all requirements of the contract before approving the final invoice.
  - F. Ensure there are sufficient funds to pay for all services rendered as required by the contract.

- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this contract. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Contracts only)
- H. Identify low usage levels and consider partial disencumbrance of contract funds.
- Periodically review personnel activity reports for staff funded by the contract to ensure that
  the Contractor is preparing and maintaining personnel activity reports in compliance with
  the applicable OMB circular.
- J. Verify that all contract staff are providing services in accordance to their duties specified in the contract, including ensuring that:
  - Personnel duty statements or a copy of the Contract Budget Narrative/Contract Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the contract.
  - Verify that job duties, as provided by the contract staff, match contract duty statements and service descriptions.
  - Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
  - Verify that contract staff provide services only to authorized DOR consumers. (Case Service Contracts only)
  - Review the CAS 170AA report. (Case Service Contracts only)

### ARRA Cooperative Contract Pajaro Valley Unified School District

### **EXHIBIT F**

### **Additional Provisions**

### I. CONTRACT MONITORING AND REPORTING

The Pajaro Valley Unified School District Program Coordinator shall monitor the contract by:

- ✓ Submitting 801B (service invoice) on a quarterly basis including
  a list of ARRA/DOR consumers served
- ✓ Including a quarterly cover letter outlining contract progress and outcomes with regard to contract objectives in the format required by the DOR Contract Administrator
- ✓ Submitting Personnel Activity Reports or time reporting documents as requested by DOR Contract Administrator
- ✓ Meeting with local DOR and cooperative program staff to discuss cooperative and ARRA contract progress as part of the regular quarterly meetings for the cooperative contract.
- ✓ Prepare and submit ARRA consumer monthly progress reports to include consumer name and other necessary or required information as required by the DOR Contract Administrator.
- ✓ Submitting the final bill within 60 days of the termination of the contract.

### II. Transportation of DOR Consumers

Pajaro Valley Unified School District TPP employees will provide transportation to consumers as needed. Pajaro Valley Union School District will not transport more than 16 consumers per vehicle at any time

### EXHIBIT G (ARRA Agreements-Subvention)

### SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

- 1. ARRA FUNDED PROJECT: Funding for this contract has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.
- 2. **ENFORCEABILITY:** Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.
- 3. **PROHIBITION ON USE OF ARRA FUNDS:** Contractor agrees in accordance with ARRA, Section 1604, that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.
- 4. REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS: Contractor agrees that in accordance with ARRA, Section 1605, neither Contractor nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.
- 5. WAGE RATE REQUIREMENTS: In accordance with ARRA, Section 1606, the Contractor assures that it and its subrecipients shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.
- 6. INSPECTION OF RECORDS: In accordance with ARRA Sections 902, 1514 and 1515, Contractor agrees that it shall permit the State of California, the United States Comptroller General or his representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. Contractor shall include this provision in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA funded work.

### 7. WHISTLEBLOWER PROTECTION:

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

- 8. **FALSE CLAIMS ACT:** Contractor agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
- 9. REPORTING REQUIREMENTS: Pursuant to Section 1512 of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, Contractor agrees to provide the awarding state agency with the following information on a monthly (quarterly) basis:
  - a. The total amount of ARRA funds received by Contractor during the Reporting Period;
  - b. The amount of ARRA funds that were expended or obligated during the Reporting Period;
  - c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including:
    - (i.) The name of the project or activity;
    - (ii.) A description of the project or activity;
    - (iii.) An evaluation of the completion status of the project or activity; and
    - (iv.) An estimate of the number of jobs created and /or retained by the project or activity;
  - d. For any contracts equal to or greater than \$25,000:
    - (i.) The name of the entity receiving the contract;
    - (ii.) The amount of the contract:
    - (iii.) The transaction type;
    - (iv.) The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
    - (v.) The Program source;
    - (vi.) An award title descriptive of the purpose of each funding action;
    - (vii.) The location of the entity receiving the contract:
    - (viii.) The primary location of the contract, including the city, state, congressional district and country;
    - (ix.) The DUNS number, or name and zip code for the entity headquarters;
    - (x.) A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and
    - (xi.) The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; 2) \$25M or more in annual gross revenue from Federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.

e. For any contracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of Contractor that the information contained in the report is accurate.

Any other information reasonably requested by the State of California or required by state or federal law or regulation.

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at <a href="https://www.FederalReporting.gov">www.FederalReporting.gov</a>. The additional requirements will be added to this contract(s).

Additional DOR ARRA provisions:

- 10. RULES AND REGULATIONS SUBJECT TO IMPOSED REVISIONS OR ADDITONAL FEDERAL REQUIREMENTS: The DOR reserves the right to provide addendum(s) to this agreement by written notification to the Contractor of imposed rules and regulation revisions or additional Federal requirements that are subject to ARRA funding and/or reporting requirements, and will be made in reference and included as a part of this agreement.
- 11. **FRAUD TRAINING**: The Contractor, its employees or any individuals performing activities related to this contract shall certify completion of DOR ARRA Fraud Training no later than 30 days upon contract award. Internet site: <a href="http://drdomino/arra/ARRA%20Fraud%20Training.ppt">http://drdomino/arra/ARRA%20Fraud%20Training.ppt</a>
- 12. **RETURN OF INAPPROPRIATE USE OF FUNDS:** By signing this agreement, Contractor shall certify that in the event of funds used inappropriately, funds must be returned to DOR.

Northern California ReLiEF Issue Date CERTIFICATE OF COVERAGE 6/24/2010 THIS CERTIFIC A TE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW. LICENSE# 0451271 ADMINISTRATOR: Keenan & Associates 1740 Technology Drive, Suite 300 San Jose, CA 95110

408-441-0754 www.keenan.com COVERED PARTY:

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

ENTITIES AFFORDING COVERAGE:

ENTITY A: Northern California ReLiEF

' ENTITY 8:

ENTITY C: Specialty Underwriters Alliance Ins. Co

ENTITY D: ENTITY E:

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
А	GENERAL LIABILITY  [ / GENERAL LIABILITY   [ / CLAIMS MADE	NCR 01300-12	7/1/2010 7/1/2011	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
А	AUTOMOBILE LIABILITY  I ANY AUTO I HIRED AUTO I O GARAGE LIABILITY I AUTO PHYSICAL DAMAGE	NCR 01300-12	7/1/2010 7/1/2011	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
А	PROPERTY  [ V ALL RISK [ V EXCLUDES EARTHQUAKE & FLOOD	NCR 01300-12	7/1/2010 7/1/2011	\$ 25,000	\$ 250,000,000 EACH OCCURRENCE
А	STUDENT PROFESSIONAL LIABILITY	NCR 01300-12	7/1/2010 7/1/2011	\$ 25,000	IACIUDED EACH OCCURRENCE
	WORKERS COMPENSATION [ ] EMPLOYERS' LIABILITY			\$	1/1WC STATUTORY LIMITS ( ) OTHER  1,000,000 EL. EACH ACCIDENT
С	EXCESS WORKERS COMPENSATION [ V) EMPLOYERS' LIABILITY	SACWCX110910	7/1/2009 7/1/2010	\$ 500,000	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			s s	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: Proof of coverage only.

CERTIFICATE HOLDER:

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

ASEMISKOR KERRESEANAKKES.

Graham Grice

AUTHORIZED REPRESENTATIVE

### DISCLAIMER The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon. eConxOnline com

### Board Agenda Back-up

Item#

12.4

DATE:

October 27, 2010

ITEM:

Migrant & Seasonal Head Start Refunding Application:

Goals and Objectives for March 1, 2011 - February 28, 2014

**OVERVIEW:** 

This is a Major Refunding Application, which requires written plans for both short and longterm goals and objectives for 2011-2014. The PVUSD Migrant & Seasonal Head Start Program is federally-funded to operate 683 child development slots and serve 722 children in ten classrooms and approximately 70 licensed Family Child Care Homes. The Program offers comprehensive child development services for infants, toddlers and preschoolers for twelve (12) hours per day, five days per week during the peak agricultural period (May through mid-October). The Program arranges for children to receive a wide range of health services (physical, dental, mental health, nutrition). There is a requirement for serving 10% of enrolled children with diagnosed disabilities. Various family support services are offered to meet parent and child needs. Parents are involved in decision-making processes. leadership development through shared governance, and a variety of educational activities to support their role as the primary educators of their children.

RECOMMENDATION:

Approve Goals and Objectives for Migrant & Seasonal Head Start's Major Refunding

Application

### **BUDGET CONSIDERATIONS**

Funding Source: Federal

U.S. Department of Health and Human Services via Grantee

(Central California Migrant Head Start/Stanislaus County Office of Education)

Budgeted: Yes No

\$ Basic Funds Training /Technical Assistance (T&TA) Funds

\$5.949.507

\$ 27,880

Total federal funds

Prepared by: Carole L. Clarke, Director, Migrant/Seasonal Head Start Program

\$5,977,387

Superintendent's Signature

Dayse (A.R.)

# $\Box$ HEAD START $\ oxtimes$ MIGRANT/SEASONAL HEAD START $\ \Box$ EARLY HEAD START PROGRAM GOALS AND OBJECTIVES

20	
$\mathbf{o}$	•
9	
age	

Program Year: 2011-2014

□ New ⊠ Carried Over□ Progress Report as of

Pajaro Valley Unified School District AGENCY:

Improve services for children with suspected and diagnosed disabilities GOAL

OBJECTIVE

Reduce system gaps between MSHS Program and District SELPA/Special Education Department & Regional Center for identification and delivery of services.

COMMENTS		Collaborative processes may include record exchanges, parent permissions, transportation of parents/children to appointments, completion of other necessary documents, etc.		
COMPLETED Y N				
TARGETED COMPLETION DATE	2/28/13	2/28/13	2/28/13	2/28/14
RESPONSIBLE PARTICIPANTS	Assigned Management Team Members	Assigned Management Team Members	Assigned Management Team Members	As above
SPECIFIC STRATEGIES/ACTIVITIES	1. Work with District Special Education Department & San Andreas Regional to shorten intervals for determining children's eligibility for initial and on-going services.	<ol><li>Continue collaborative efforts to expedite assessment processes</li></ol>	3. Collaborate with District Special Education Department & San Andreas Regional Center to improve transition of children during pre and post MSHS operating periods.	4. Explore options for designing specialized Family Partnership Agreements for families with children with disabilities

### EARLY HEAD START PROGRAM GOALS AND OBJECTIVES $\Box$ HEAD START $\ igtriangledown$ MIGRANT/SEASONAL HEAD START $\ igl[$

Program Year: 2011-2014

Progress Report as of

Page 7 of 20

AGENCY:

Pajaro Valley Unified School District

ı			

Improve services for children with suspected and diagnosed disabilities GOAL

OBJECTIVE

Plan and implement collaborative project with San Jose State University's (SJSU) Communicative Disorders & Sciences Department to provide 6 weeks of summer therapy services

ETED COMMENTS	Please see Community Assessment for details.		Pending availability of grant funds & sufficient number of bilingual	SJSU speech/language pathology student clinicians.
COMPLETED Y N				
TARGETED COMPLETION DATE	6/30/11 &	on-going cycle	8/30/11	
RESPONSIBLE PARTICIPANTS	MSHS Director		Assigned	Management Team Members
SPECIFIC STRATEGIES/ACTIVITIES	1. Support grant	application process by SJSU.	2. Organize & implement	summer project

Obtain additional vehicles for incidental transportation of children for 6-week summer speech/language project with San Jose State University and for other health, disabilities-related appointments. OBJECTIVE

DIFCHIATE Immove narent successes and knowledge shout advantages of early intervention range of available cervices for children with succeeding and disconded	es of early interve	ledge about advantag	nt awareness and know	OD TOTAL TIME
THE COMPANY OF THE CONTRACT OF	AMAZON PARTITION OF PARTITION O		001 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	needed vehicles
				authority to purchase
				appropriate level of
		2/28/13	MSHS Director	1. Request funding and/or
	<b>Z</b>	DATE	PARTICIPANTS	STRATEGIES/ACTIVITIES
SEMEMBOS	COMPLETED	COMPLETION	RESPONSIBLE	SPECIFIC

improve parent awareness and knowledge about advantages of early intervention, range of available services for children with suspected and diagnosed disabilities and available support services. 

	edia. Need is	ample,			ncluding		
COMMENTS	May include development and/or adaptation of video/DVD media. Need is	for Spanish, as well as Mexican indigenous languages (for example,	mixteco).	COLORS AND PROPERTY OF THE PRO	A variety of parent education opportunities may be offered, including	orientation to the IFSP or IEP process.	
CTED N							
COMPLETED Y N							
COMPLETION DATE	2/28/14				2/28/13		
RESPONSIBLE PARTICIPANTS	MSHS Director &	Assigned	Management	Team Members	As above		0.00
SPECIFIC STRATEGIES/ACTIVITIES	1. Explore options for	development and/or	adaptation of visual	media for parent usage.	2. Explore options for	related parent education	activities
S							

### LARLY HEAD START PROGRAM GOALS AND OBJECTIVES $\Box$ HEAD START $\ oxed{oxed}$ MIGRANT/SEASONAL HEAD START $\ oxed{oxed}$

Page 8 of 20

AGENCY: Pajaro Valley Unified School District

☐ Carried Over	ress Report as of
New	Progre

Program Year: 2011-2014

GOAL To improve system for delivery of services for high-risk families/children

# る

Establish responsive system of prioritized family/child assistance for high risk families/children OBJECTIVE

High-risk or at risk families/children may include; parents in couple crisis, recent separation, custody dispute, domestic or other violence, incarceration; death of nuclear family member; CPS referrals or history; substance abuse; gang affiliation; parent(s) whose dominant language is indigenous; parents with little or no formal schooling and/or low literacy; housing meets "homeless" criteria; parents with children with serious-to-severe illness or illnesses affecting health status of others; children with suspected or diagnosed moderate-to-severe &/or multiple disabling conditions; children with serious behavior management issues; major parent disability; single parent without extended family or other social support; families with least access or ability to use social/health agencies.	Current system emphasizes goal setting at initial home visit with parent(s). In many cases, unrealistic or inappropriate goals are established.		
2/28/12	2/28/13	2/28/14	2/28/14
Assigned Management Team Members	Assigned Management Team Members	Assigned Management Team Members	Assigned Management Team Members
1. Assess & analyze Family Service Worker caseloads to determine amount of time available for support services for high-risk and low risk families during each phase of the season.	2. Analyze time frames for staged development of Family Partnership Agreements and adjust procedures and forms.	3. Establish a series of specialized Family Partnerships Agreement forms that automatically take into account the typical type of additional child/family support services needed.	4. Improve communication with Mexican indigenous language speakers & cross-cultural understanding
	Assigned 2/28/12 Management Team Members	Assess & analyze Family Service Worker caseloads to determine amount of time available for support services for high-risk and low risk families during each phase of the season.  Analyze time frames for Assigned staged development of Family Partnership Family Partnership Family Partnership Procedures and forms.	Assess & analyze Family Assigned 2/28/12  Service Worker caseloads to determine amount of time available for support services for high-risk and low risk families during each phase of the season.  Analyze time frames for Assigned 2/28/13  Analyze time frames for Assigned 2/28/14  Specialized Family Partnership Agreement and adjust procedures and forms.  Establish a series of Specialized Family Partnerships Agreement forms that automatically take into account the typical type of additional child/family support services needed.

RT   EARLY HEAD START	(A)
MIGRANT/SEASONAL HEAD START	PROGRAM GOALS AND OBJECTIVES
HEAD START	

Page 9 of 20

Pajaro Valley Unified School District AGENCY:

New | Carried Over Progress Report as of

Program Year: 2011-2014

To offer culturally and linguistically-appropriate opportunities for family literacy development GOAL

Develop family literacy strategies appropriate to parent literacy levels, first and second language skills, including indigenous oral-based languages, and cross-cultural adaptation needs. OBJECTIVE

RESPONSIBLE COMPLETION TO NOT THE TO THE TO THE TOWN TOWN TO THE TOWN TOWN TO THE TOWN TO	Assigned 2/28/13	Team Members Additionally, Program has other lending library materials.	ded, Assigned 2/28/14   Program also participates in grantee-sponsored Reading is Fundamental	Management   Program. Other family literacy opportunities are tied into specific parent	es. Team Members education topic and curriculum themes.	Parent 2/28/14	s Involvement and	o Family &	Community	Services	•
SPECIFIC F STRATEGIES/ACTIVITIES P	1. Analyze and adjust	system.	2. Review and as needed,	adjust other family	literacy opportunities.	3. Explore options for	Mexican indigenous   In	language speakers to	acquire second	language skills	(Granish Franch)

### BARLY HEAD START PROGRAM GOALS AND OBJECTIVES $\Box$ HEAD START $\ oxed{oxed}$ MIGRANT/SEASONAL HEAD START $\ oxed{oxed}$

_
. 20
of
10
age
7

Program Year: 2011-2014

☐ New ⊠ Carried Over

Pajaro Valley Unified School District AGENCY:

Develop written policies that define the roles and responsibilities of the governing body members and that inform them of the management procedures and functions GOAL

necessary to implement a high quality program. # 7 Develop written shared governance policies and procedures that cover functions listed under Program Governance in the Head Start Performance Standards OBJECTIVE

(Please reference Appendix A, CFR 1304.50).

COMPLETED COMMENTS		8/19/09 training for Board Members on Shared Governance was led by	TAC-12 Fiscal Specialist with Local Grantee Specialist assistance and	with MSHS Program Consultant in attendance. Superintendent, 2 Ass't.	Superintendents, ECE Director & designated MSHS mgt. staff in	attendance. Board advised annual training of full Board will occur. This	training in a Special Study Session format satisfies corrective plan of	action for 2009-10 Board training (Head Start Performance Standard	1304.50 g/Appendix A). Draft recommendations for the Board of	Trustees to determine if they wish to form a standing Board MSHS	Advisory Committee have been completed.	May result in phased development and implementation of work	products.				
COMPLETION DATE Y	3/30/11	2/28/12					***************************************					2/28/13					
RESPONSIBLE PARTICIPANTS	MSHS Director	Child	Development	Director; MSHS	Director; outside	technical	assistance					Child	Development	Director; MSHS	Director; outside	technical	accictance
STRATEGIES/ACTIVITIES	1. Obtain outside technical assistance.	2. Design plan for developing	shared governance process,	involving key groups (staff,	Policy Committee, Board). Link	to development of written	program planning procedure.	(Please see Goal 8, Objective 1).				3. Review, draft and amend	written procedure(s) and other	documents until key groups are	satisfied and approvals from	each governing body are	ohtained

IIGRANT/SEASONAL HEAD START 📋 EARLY HEAD START	ECTIVES
MIGRANT/SEASONAL HEAD ST	PROGRAM GOALS AND OBJECTIVES
HEAD START	

Page 11 of 20

Pajaro Valley Unified School District AGENCY:

Carried Over	
New	

Program Year: 2011-2014

**%** 

planning must include the Community Assessment, annual self-assessment findings and program area plans. Program planning must also include the development of short-term and multi-year (long-term) program and financial objectives. Develop a systematic, ongoing process of program planning that includes consultation with the Policy Committee, Board of Trustees and program staff. Program GOAL

OBJECTIVE # ]

Develop written planning procedure that addresses the key elements required for systematic, ongoing process for program planning, including cyclical timelines and linkages to shared governance & management functions and procedures.

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETED COMPLETION Y N	COMMENTS
1. Obtain outside technical	MSHS Director	3/30/11	
assistance.			
2. Design plan for	Child Development	3/30/11	Portions of draft recommendations for Personnel Policies and
developing planning	Director; MSHS		Procedures specific to MSHS have been generated.
process, involving key	Director; outside		
groups (staff, Policy	technical assistance		
Committee, Board)			
3. Review, draft and amend	Child Development	2/28/12	May result in phased development and implementation of work
planning documents until	Director; MSHS		products.
key groups are satisfied and	Director; outside		
approvals are obtained.	technical assistance	TO DATA A COMMISSION OF THE PARTY OF T	en de de la composito de la co

### $\Box$ HEAD START $\ oxtimes$ MIGRANT/SEASONAL HEAD START $\ \Box$ EARLY HEAD START PROGRAM GOALS AND OBJECTIVES

Program Year: 2011-2014

] New | Carried Over

Progress Report as of

Page 12 of 20

AGENCY: Pajaro Valley Unified School District

•		
•		

**GOAL** Review and modify management and organizational structure for MSHS.

#

Adapt program design and organizational structure to meet district and program goals for oversight, collaboration, and coordinated services for PVUSD Migrant & Seasonal Head Start Program.

OBJECTIVE Adapt # 1

COMPLETED COMMENTS	PVUSD will continue with reorganization across program departments at the management level to support oversight, district and head start act goals for school readiness and collaboration to and to enhance efficiency and effectiveness of services.	Work to review job descriptions, responsibilities, procedures for accomplishing MSHS goals. All changes requiring decision making will be brought to approval bodies of Policy Committee and Board.	Address programmatic and funding considerations for early care and education programs across the district. All changes requiring decision making will be brought to approval bodies of Parent Policy and Board.
TARGETED COMPLETION DATE	As required by timelines associated with MSHS reapplication and approval processes	As required by timelines associated with MSHS reapplication and approval processes	As required by budgeting / reapplication process  Refunding Budget 2010-2011 deadline to grantee is October 16 — earlier for budget development to PVUSD PC
RESPONSIBLE PARTICIPANTS	Superintendent ,Ass't Superintendent H.R., Child Dev. Director, MSHS Director	Superintendent ,Ass't Superintendent H.R., Child Dev. Director, MSHS Director	Superintendent ,Ass't Superintendent H.R., Child Dev. Director, MSHS Director
SPECIFIC STRATEGIES ACTIVITIES	1- Continue to examine organizational structures for management of Migrant & Seasonal Head Start Program, Child Development to ensure most effective and efficient delivery of early care and education services to migrant families and children.	2- Identify roles, task, responsibilities for various levels of management support for MSHS.	3. Continue review of budget and program design to increase effectiveness in meeting the needs of migrant head start families and coordinated services in Early Childhood Education in PVUSD.

### ☐ HEAD START ☒ MIGRANT/SEASONAL HEAD START ☐ EARLY HEAD START PROGRAM GOALS AND OBJECTIVES

Page 13 of 20

AGENCY: Pajaro Valley Unified School District

New [] Carried Over	Progress Report as of
$\boxtimes$	

Program Year: 2011-2014

GOAL To improve design and implementation of management information system.

# 10

Review and revise manual and computerized data collection system to facilitate documentation of family/child records OBJECTIVE

TO THE PROPERTY OF THE PROPERT				
SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y	COMMENTS
1. Identify gaps in manual and computerized systems and develop improved forms and	Assigned Management Team Members	2/28/13		Data software (COPA) is designed primarily to meet Program Information Report. A management information system is needed to facilitate end user needs based upon delivery of services. Current system requires considerable duplication of effort in manual and computerized records.
procedures.				Work in collaboration with grantee on each listed strategy/activities.
<ol><li>Change methodology for development and</li></ol>	As above	2/28/14		
recording of services related to Family				
Partnership Agreements				
3. Customize software to allow for efficient	As above	2/28/13		Software does not allow for effective monitoring by Family Service
monitoring of				
tamily/child services	CONTRACTOR AND THE PROPERTY OF			ALBERT TOTAL CONTRACTOR CONTRACTO
4. Customize software to	As above	2/28/12		Software currently derives children's age according to December 2
track data according to children's actual age		!		school entry date rather than child's birth date.
5. Create additional data fields	As above	2/28/12		Various examples, including each parent's actual level of years of schooling, literacy level, indigenous language, etc.
6. Modify software to track children's	As above	2/28/12		
assessment data when				
crossing age groups		A TOO OUT ALL AND PROPERTY.		TOTAL ALL AND THE PROPERTY OF
7. Modify software to	As above	2/28/14		
attendance and cost				
nrojections				
				The state of the s

## ☐ HEAD START ※ MIGRANT/SEASONAL HEAD START ※☐ EARLY HEAD START PROGRAM GOALS AND OBJECTIVES

Program Year: 2011-2014

New □ Carried Over□ Progress Report as of

Page 14 of 20

AGENCY: Pajaro Valley Unified School District

GOAL To improve personnel management system
# 11
OBJECTIVE Revise designated job descriptions

#1

COMMENTS				Current job description is Parent Education Specialist
COMPLETED Y N				
TARGETED COMPLETION DATE	2/28/12	3/30/11	2/28/12	3/30/11
RESPONSIBLE PARTICIPANTS	Assistant Superintendent of Human Resources, Child Development Director, MSHS	As above	As above	scription As above 3/30/11
SPECIFIC STRATEGIES/ACTIVITIES	Revise Site     Supervisor/Child     Development Teacher     job description	<ol> <li>Develop separate job descriptions for preschool and infant/toddler teachers</li> </ol>	3. Develop separate job descriptions for Program Coordinators	Develop job description     for Family Service     Workers

**OBJECTIVE** # 2 Revise application form for certificated positions

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TÁRGETED COMPLETION DATE	COMPLETED Y N	COMMENTS
1. Develop an appropriate	Assistant	2/28/12		
child development	Superintendent of			
teacher application	Human			
form.	Resources, Child			
	Development		-	
	Director, MSHS			
	Director			

# $\Box$ HEAD START $\ oxtimes$ MIGRANT/SEASONAL HEAD START $\ \Box$ EARLY HEAD START PROGRAM GOALS AND OBJECTIVES

_	
20	
of	
15	
age	)

Program Year: 2011-2014

New □ Carried Over□ Progress Report as of

AGENCY: Pajaro Valley Unified School District

GOAL To improve personnel management system

#

Design and implement revised performance appraisal system for certificated staff OBJECTIVE

#3

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y	COMMENTS
1. Design appraisal system Assistant and tool that is suitable for MSHS seasonal h.R., Chil bevelopm staff.  Director	Assistant Superintendent, H.R., Child Development Director, MSHS	2/28/13		

**OBJECTIVE** Examine appropriateness of salary scales for designated positions

COMMENTS			
COMPLETED Y N			
TARGETED COMPLETION DATE	8/30/12	8/30/12	3/30/11
RESPONSIBLE PARTICIPANTS	Assistant Superintendent, H.R., Child Development Director, MSHS	As above	As above
STRATEGIES/ACTIVITIES	1. Carry out salary comparability study, recommend adjustments to salary schedule(s) for positions based upon results & availability of funds	2. Explore incentives and other options to recruit & retain qualified Family Service Workers	3. Adjust salary rate and/or take other measures to recruit and retain management staff for Health & Disabilities services

## □ HEAD START ⋈ MIGRANT/SEASONAL HEAD START □ EARLY HEAD START PROGRAM GOALS AND OBJECTIVES

Page 16 of 20

AGENCY: Pajaro Valley Unified School District

☐ Carried Over	s Report as of
New	Progres

Program Year: 2011-2014

GOAL To improve personnel management system

# 11

To satisfy Head Start and local requirements for staff and FCCH Provider professional qualifications OBJECTIVE

COMMENTS	Continue collaboration with local community college										As funding opportunities become available			COLUMN CO	As funding opportunities become available				THE PARTY OF THE P	C.L.A.S.S. = Classroom Assessment Scoring System			The state of the s				AMERICAL STEEL AND CONSISTENCY CONTRACTOR OF THE
COMPLETED Y N																	•					••••					
TARGETED COMPLETION DATE	2/28/12 &	on-going cycle					2/28/13				2/28/12				10/30/11					10/30/12				11/15/11 &	on-going cycle		
RESPONSIBLE PARTICIPANTS	Assigned	Management Team Members					MSHS Director	& Family Child	Care Home	Coordinator	Assigned	Management	Team Members		Assigned	Management	Team Members			Assigned	Management	Team Members		Assigned	Management	Team Members	AND THE PROPERTY OF THE PROPER
SPECIFIC STRATEGIES/ACTIVITIES	1. Continue MSHS efforts	towards A.S. degree in Early Childhood	Education and meeting	California Child	Development Permit	requirements.	2. Explore options for	increased numbers of	accredited Family Child	Care Home Providers.	3. Pursue opportunities for	Program for	Infant/Toddler Caregiver	training/certification.	4. Continue local	opportunities for	collaboration on	literacy mentoring or	similar projects	5. Pursue C.L.A.S.S.	certification & consider	options for	implementation	6. Support training	opportunities for	Family Service	Workers

# 🗌 HEAD START 🖂 MIGRANT/SEASONAL HEAD START 📋 EARLY HEAD START PROGRAM GOALS AND OBJECTIVES

Program Year: 2011-2014

Page 17 of 20

Pajaro Valley Unified School District AGENCY:

To improve personnel management system GOAL

OBJECTIVE

Provide pre-service, in-service, post-service opportunities to improve the skills of teaching staff & Family Child Care Home Providers to ensure quality early childhood development services. (Please see Training/Technical Assistance Plan.)

**************************************	***************************************			
STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y N	COMMENTS
1. Provide opportunities	Child	As funding is		As available, continue local collaboration with First Five Commission on
for improving skills	Development &	available		early literacy project (S.E.E.D.'s/SIEMBRA). Integrate usage of
related to early literacy	Family Child Care		*****	S.E.E.D.'s approach with Creative Curriculum.
strategies in Family	Home			
Child Care Homes	Coordinators			A CONTROL OF THE CONT
2. Offer opportunities to	Family Child	10/30/12		
improve skills related to	Care Home			
activity plans for cross-	Coordinator			
age groups in an				
extended-day format in			AAPPPARAMAA	
FCCH's.				
3. Offer opportunities to	Child	10/30/12		
strengthen teaching	Development			
staff skills related to	Coordinator			
individualization of				
children's needs.				- The second
4. Offer teaching	Child Dev. &	10/30/11 &		
staff/Providers training	Family Child Care	On-going cycle		
on any changed	Home			
procedures, forms.	Coordinators	Activity of Figure 1		- CHARLES AND
<ol><li>Offer opportunities to</li></ol>	Child	10/30/12		
strengthen teaching	Development &			
staff/Provider skills on	Family Child Care			
how to work with	Home			
children with	Coordinators			
significant behavior				
issues and children with				
disabilities.				1. mag

☐ HEAD START ※ MIGRANT/SEASONAL HEAD START ☐ EARLY HEAD START PROGRAM GOALS AND OBJECTIVES	20 Program Year: 2011-2014	Pajaro Valley Unified School District  Pajaro Valley Unified School District  Progress Report as of	Modify program design and service delivery structure to meet needs of eligible seasonal farm worker families	VE Monitor demographic & agricultural trends to estimate prevalence of eligible seasonal farm worker families/children within district service delivery area.		PECIFIC RESPONSIBLE COMPLETION Y N COMPLETED COMPLETED TY N N N N N N N N N N N N N N N N N N	ok for options to Child tbd (Please see Community Assessment report.)	rease services for Development	tible seasonal farm Director; MSHS
	Page 18 of 20	AGENCY: Pajaro V	GOAL Modify progran	# 12 SJECTIVE	# T	SPECIFIC STRATEGIES/ACTIVITIES	1. Look for options to	increase services for	eligible seasonal farm

Director

worker families.

## ☐ HEAD START ☒ MIGRANT/SEASONAL HEAD START ☐ EARLY HEAD START PROGRAM GOALS AND OBJECTIVES

20
of
1.9
Page

Program Year: 2011-2014

New ☐ Carried Over

AGENCY: Pajaro Valley Unified School District

GOAL To improve family/child placement system

**∵** # Modify child placement system for assigning children according to Program Option (Center versus Family Child Care Home) or at particular sites. OBJECTIVE

TABCETER

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y N	COMMENTS
1. Brainstorm strategies with Family Service Workers, Family Child Care Specialists and Management Team members to improve placement system for high-risk children/families so that child/ren are assigned to most appropriate environment.	MSHS Director & assigned Management Team Members	11/30/11		Ensure that there is the best match possible match between child/ren's assigned care environment, and individual child and family needs.
2. Modify child placement procedures, as needed.	Assigned Management Team Members	3/01/12		
3. Recommend modification of enrollment policy regarding geographic placement of children within Family Child Care Homes to accommodate above definitions of high-risk children/families according to availability.	Parent Involvement Coordinators; Policy Committee	11/30/11		

### ☐ HEAD START ※ MIGRANT/SEASONAL HEAD START ※ EARLY HEAD START PROGRAM GOALS AND OBJECTIVES

Page 20 of 20

Program Year: 2011-2014

☐ New ⊠ Carried Over

District	
School	
Unified	
Valley 1	
Pajaro Valle	
GENCY:	

Maintain balanced budget and adequate organizational structure in the face of escalating operating costs. GOAL

# 14

Adapt program design and organizational structure to meet financial and marketplace constraints. OBJECTIVE

**|** #

STRATEGIES ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y N	COMMENTS
1. On-going examination of organizational and/or service delivery structure.	MSHS Director, Child Development Director	As required by financial constraints		The Program continues to face major increases in personnel & fringe benefit costs while there continues to be limited annualized Head Start funding. Two series of cost-cutting measures have already been implemented, including staffing and non-personnel reductions. Center operating costs continue to outpace costs of Family Child Care operations. Projected increased cost rates affecting Program's 2011-12 budget year are not available at the time of writing of goals and objectives. A grantee/District analysis of the 2010-2011 refunding budget showed that only 9% of the total Program budget was available once costs for personnel, fringe benefits, and Family Child Care Home Provider had been accounted for.  The Program made a request to reduce the cumulative number of children served annually to a total of 680, while maintaining the same level of funding, as specified in the 12/07 amended Head Start Act. The grantee will work with the Program on an alternate plan for 2011-2012 and the out years.
2. As needed, make recommendations to change organizational, service delivery structure to maintain balanced budget.	Program Director, PVUSD Early Childhood/Child Dev. Director	As required by financial constraints		Services available to infants and toddlers may be impacted as this age group is most expensive to serve. Length of service delivery and other options will be examined and acted upon once key financial information is made available to the Program to develop its 2011-2012 budget.
3. Explore and/or negotiate cost containment options involving District bargaining units.	PVUSD Early Childhood/Child Dev. Director; H.R. Department	As required by financial constraints		PVUSD MSHS costs are greatly influenced by District bargaining unit contracts & other factors beyond its control.

### BARLY HEAD START SUMMARY OF THE PROCESS FOR DEVELOPING PROGRAM GOALS AND OBJECTIVES $\Box$ HEAD START $\ oxed{oxed}$ MIGRANT/SEASONAL HEAD START $\ oxed{oxed}$

Page 1 of 20

Program Year: 2011-2014

AGENCY: Pajaro Valley Unified School District Please list all completed activities in chronological order

DATE	ACTIVITY CONTROL OF THE PROPERTY OF THE PROPER	PARTICIPANTS
6/14/10	Meeting with Grantee:	SCOE MSHS Director, Janet Orviscook; SCOE MSHS
	Neview and discuss progress on the request for reduction of children.	Director, Kathy Lathrop; MSHS Program Director, Carole L.
		Clarke & Program Operations Coordinator, Angelica C. Renteria.
6/10/10	Policy Committee Meeting:	Policy Committee Members inc Community Rep Heloise Schaser;
~~~	Community Assessment Planning Meeting	Board Liaisons; MSHS Parent Involvement Coordinators,
		Program Operations Coordinator; Maria Program Director.
7/15/10	Policy Committee Meeting:	Policy Committee Members inc Community Reps Heloise Schaser
	Review and discuss Community Assessment results and determine dates, days	& Patricia Batalla; Board Liaisons; MSHS Parent Involvement
	and hours of operation for the 2011 season.	Coordinators, Program Operations Coordinator; MSHS Program
		Director.
8/12/10	Policy Committee Meeting:	Policy Committee Members; Board Liaison; MSHS Parent
	Review and discuss program priorities as a basis for the development of the	Involvement Coordinators, MSHS Program Director.
	2011-2014 Program Goals and Objectives and request input.	
8/17/10	Management Team Meeting:	Management Team Members
	Review and discuss program priorities as a basis for the development of the	
	2010-2011 Program Goals and Objectives and request input.	pro-
9/09/10	Policy Committee Meeting:	Policy Committee Members inc. Community Rep; Board Liaisons;
	Present, review, discuss and approve Program Goals and Objectives for the	MSHS Parent Involvement Coordinator, Program Operations
	2011-2014 Major Refunding Application.	Coordinator; Program Director.
9/24/10	Meeting with Child Development Director for discussion of the 2011-2014	PVUSD Child Development Director; MSHS Program Director.
	Program Goals and Objectives	
10/27/10	PVUSD Board Meeting;	PVUSD Board of Trustees
(Tentative)	Consider/approve Program Goals and Objectives for the 2011-2014 Major	
	Refunding Application.	Minimum and the control of the contr

### □ HEAD START ⋈ MIGRANT/SEASONAL HEAD START □ EARLY HEAD START PROGRAM GOALS AND OBJECTIVES

Program Year: 2011-2014

New □ Carried Over□ Progress Report as of

Page 2 of 20

AGENCY: Pajaro Valley Unified School District

GOAL To improve children's health outcomes

#

Improve systems related to promotive, early and secondary intervention efforts associated with identified children's health problems. OBJECTIVE

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION	COMPLETED	COMMENTS
The state of the s		DATE	,	THE PARTY AND ADMINISTRATION OF THE PARTY ADMINISTRATION OF THE PARTY AND ADMINISTRATION OF THE PARTY ADMINIST
1. Improve exchange of	Health-	11/30/12		Improved system, procedure, forms to obtain timely information is needed
children's specialized	Disabilities			to support children's individualized health care plans (for example,
health care information	Coordinator			asthma/pulmonary conditions, seizures, EpiPen Jr. allergic reactions,
between health care				diabetes, special feeding/diets)
providers and Program.				
2. Improve accessibility	Health-	11/30/12		The second secon
and use of fluoride and	Disabilities			
dental varnish to	Coordinator			
minimize dental caries.				
3. Explore options for	Health-	2/28/12		The state of the s
reducing usage of	Disabilities			
nebulizers versus	Coordinator			
measured dose inhalers				
	A STATE OF THE STA			ALVARIANDES - COMPANIANTES - COMPANI
4. Carry out parent, staff	Health-	11/30/13		
and Provider education	Disabilities			
efforts regarding	Coordinator,			
asthma/pulmonary	Nutrition			
conditions, allergies,	Coordinator			
oral health, seizures,				
overweight/obesity,				
diabetes, and other high				
risk health conditions.				
5. Increase completion	Health-	11/30/13		
rates for vision and	Disabilities			
hearing screening tests.	Coordinator			PALL LINE THE LABOR THE LABOR TO THE LABOR THE
6. Develop tympanometry	Health-	11/30/13		Tympanometry screening helps identify children who require medical
screening system.	Disabilities			follow up for ear infections, ear wax removal, and referral to an
	Coordinator			audiologist for speech/language delays or other hearing problems.

## ☐ HEAD START ☒ MIGRANT/SEASONAL HEAD START ☐ EARLY HEAD START PROGRAM GOALS AND OBJECTIVES

Page 3 of 20

AGENCY: Pajaro Valley Unified School District

	Progress Report as of
New	,

Program Year: 2011-2014

GOAL To improve children's social-emotional/mental health outcomes.

#7

Carry out promotive, early and secondary intervention efforts related to children's behavior management and other social-emotional development concerns. OBJECTIVE

				WORKSHIP TO THE
STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y N	COMMENTS
1. Review and revise	Assigned	11/30/11		
family wellness (mental	Management			
health) protocol and	Team members			
amend related forms.				
2. Develop bilingual	Assigned	2/28/13		Continue adaptation of Second Step curriculum. Develop materials to
strategies and materials	Management			support children with significant communication and/or behavior
to support behavior	Team members			management challenges.
management plans.				
3. Provide additional	Health-	2/28/13		Limited availability of qualified bilingual mental health professionals
support for children	Disabilities			who are experienced in working with 0-5 age group.
with therapy needs.	Coordinator			

## ☐ HEAD START ☒ MIGRANT/SEASONAL HEAD START ☐ EARLY HEAD START PROGRAM GOALS AND OBJECTIVES

Program Year: 2011-2014

New □ Carried Over□ Progress Report as of

Page 4 of 20

AGENCY: Pajaro Valley Unified School District

GOAL To improve the curriculum system.

#

**OBJECTIVE** Improve various curriculum system forms and procedures

#

T. I.				
SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y N	COMMENTS
1. Review & revise Infant	Child	11/30/11		Establish appropriate cycles for completion of this plan in conjunction with
Needs & Service Plan.	Development			Infant/Toddler Individual Plan, home visit & parent/caregiver conferences.
	Coordinator &			
	Family Child Care			
	Home Coordinator			
2. Review & revise	As above	11/30/11		
Infant/Toddler				
Individual Plan				THE LAND AND THE CONTRACT OF T
3. Improve center	Child	11/30/11		
education home visit	Development			
procedure	Coordinator	And the state of t		And the second s

Improve system for implementation of assessment data, including outcomes. OBJECTIVE

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y N	COMMENTS
1. Refine procedures for	Child	11/30/12	THE PARTY OF THE P	Procedures need to take into consideration children's date of enrollment,
data management.	Development			transition between age groups (toddlers/preschool), date of birth, etc.
	Coordinator &			
	Family Child Care			
	Home Coordinator			THE PROPERTY OF THE PROPERTY O
2. Improve process to	As above	11/30/12		
provide timely feedback				
to caregivers to make				
adjustments to the				
curriculum based upon				
assessment results.	Allowania and the second secon	The state of the s		AMERICAN STREET, MAIN

### $\Box$ HEAD START $\ oxed{oxed}$ MIGRANT/SEASONAL HEAD START $\ \Box$ EARLY HEAD START PROGRAM GOALS AND OBJECTIVES

Page 5 of 20

Program Year: 2011-2014

□ New ⊠ Carried Over□ Progress Report as of

AGENCY: Pajaro Valley Unified School District

**GOAL** To improve the curriculum system.

#3

**OBJECTIVE** Promote second/ dual language acquisition.

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y N	COMMENTS
1. Design assessment	Assigned	2/28/13	***************************************	One in five enrolled children comes from Mexican indigenous families.
process for Mexican	Management			The program needs parent preference information regarding second/third
indigenous language	Team Members			language acquisition for their children and then develop strategies on how
speakers to identify			**********	best to meet these identified needs within available program resources.
preferred second				
language preference for				
their children.	THE PERSON NAMED OF T	THE STATE OF THE S		TO POSITION OF THE POSITION OF
2. Obtain and/or devise	Assigned	2/28/14		
basic ECE working	Management			
vocabularies for	Team Members			
caregivers to			***************************************	
communicate with				
Mexican indigenous				
language speakers	WATER THE PARTY OF	Control of the second of the s		- Andrew Printed - August Commentation - Commentati
3. Emphasize strategies to	Assigned	2/28/13		
promote development	Management			
of first language skills	Team Members			
for infants and toddlers				
with introduction of				
second language for				
preschoolers. Promote				
language-rich				
conversations in				
classrooms and Family			**************************************	
Child Care Homes.				TO COLOR TO ADMINISTRATION OF THE PROPERTY OF



### PAJARO VALLEY UNIFIED SCHOOL DISTRICT



### Board Agenda Backup

Item No: 14.1

**Date:** October 27, 2010

Item: Human Resources Annual Report

### Overview:

The Human Resources Department is committed to using the Comprehensive Accountability Framework (CAF) to ensure our work is directly connected to the goals of the district. The department continually examines its efficiency and effectiveness in the delivery of its services. The department is especially committed to supporting the school sites that are providing direct services to our students. As such, the department strives to attract, hire, develop and retain an excellent professional staff to support the learning of our students.

The presentation provides the Board of Trustees with an overview of HR's accomplishments for the 2009-2010 school year. In addition, HR will provide updates on current its projects.

Prepared By: Dr. Albert J. Roman, Assistant Superintendent

Superintendent's Signature:



### Board Agenda Back-up

ITEM#

14.2

**DATE:** October 27, 2010

ITEM: The New Student Services Department-After School Programs

**OVERVIEW:** 

The New Student Services Department update on the status and progress throughout the years of the After School Education and Safety Program and the 21<sup>st</sup> Century Community Learning Center Program. High school, Middle School and Elementary School Programs will be illuminated and site coordinators from each level will present their programs. The district, due to the diligent efforts of the department now possesses a high level of funding at all school's qualifying for the grants, therefore a large number of students are being served. Student Achievement gains in the after school student population, unique course offerings, student population served, and other topics relevant to the success of the after school programs will be presented.

**RECOMMENDATION:** Report and discussion item only.

**BUDGET CONSIDERATIONS: N/A** 

STUDENT SERVICES DIRECTOR: Joe Trautwein

SUPERINTENDENT SIGNATURE:

Down Baker (4. R.)

JC:JSC:jsc

### PAJARO VALLEY UNIFIED SCHOOL DISTRICT



Board Agenda Backup			
WHILE SCHOOL DISTRICT	Item No: 14.3		
Date:	October 27, 2010		
Item:	Purchasing Practices and Procedures		
Overview:	Purchasing been asked to present a short presentation to the Board for the Practices and Procedures used in the Purchasing Services Division. Rich Buse, Director of Purchasing will speak briefly of the process used to maintain an excellent Procurement practice working with bids, quotes vendors, schools and departments in our District.		
Recommendation:	Report and Discussion		
BUDGET CONSIDERATIONS			
<b>Funding Source</b> :	N/A		
Budgeted:	Yes: No:		
Amount:			
Prepared By:	Rich Buse, Director of Purchasing		
Chief Business Officer (sig	nature):		
Superintendent (signature):	Down Bake (A.R.)		

### Pajaro Valley Unified School District



Purchasing Services Division
Purchasing Practices and Procedures

- 4 different sub divisions, Purchasing, Mailroom/Reception, Warehouse/Pony and Print Shop
- > Our Division is comprised of 9 experienced and dedicated individuals.
- > Over 6,000 Purchase Orders a year are processed.
- Comprised of School and Office Supplies, Equipment and Services



- The overall goal of Purchasing Services is to maintain a continuous supply of goods and services for schools and administrative departments of the District, ensuring delivery of an acceptable quality of goods and services in a timely manner at the best possible price. In order to attain these goals, Purchasing will do the following:
  - $\hfill\square$  Purchase goods and services for the District's use at the maximum end use value per dollar spent, securing competitive bids when appropriate.
  - ☐☐ Develop reliable alternate sources of supply to meet District requirements.
  - □□ Maintain liaison with vendors providing goods/services to the District, including the resolution of complaints regarding those goods/services.
  - □□ Maintain warehouse inventories of purchased goods so as to meet the use requirements of the District at the lowest possible cost.
  - □□ Verify that funds are available before making a commitment to purchase goods or services.



- The COMMONLY REQUESTED ITEMS website includes the following:
- Manuals
- □□ Purchasing Handbook
- ▶ □□ District Credit Card Program
- Contracts
- □□ Consultant Service Agreement
- □□ Contract for Labor & Materials Info
- Forms
- □□ Fixed Asset Movement Form
- □□ Surplus Equipment Form
- □□ Stolen Equipment Procedures
- □□ Technology Donation Form
- Standard Products
- □□ Stores Catalog
- □□ Business Card Order Info
- □□ Computer & Software Standards
- □□ Printer Standards
- □□ Furniture Standards
- □□ PE Standards
- □□ Palace Office Supplies Order Forms □□ Audio/Visual Standards



All vendors requesting information of our District needs are referred to our Purchasing website:

http://www.pvusd.net/Departments/Business\_Services/Purchasing/Vendors/vendors.html

We offer additional information as needed.

In the last few years, over 10,300 vendors have provided goods and services to our Distinct.

- State & Federal statutes and our Board Policies, 3300 to 3315 reference the Purchasing procedures.
- Along with over 6,000 Purchase Orders produced a year Purchasing also maintains Consultant Agreements and District Contracts.
- We currently have formal contracts with corporate and local vendors for standard District needs.

- Our Warehouse handles over 1,500 requisitions and over 11,000 boxes a year for warehoused items. (custodial, health, P.E. and assorted paper).
- Most all products ordered are received and inspected at the warehouse before delivery to site.
- Pony delivery is a daily operation with delivery to every District site including our COE.

- Approximately 40,000 pieces of mail a year are handled through our mandated U.S. postal machine. This machine logs where mail was posted with time and date. This is a part of the Homeland Security mandate.
- ▶ 250 to 500 calls a day are received and rerouted on our main reception line.



- The Print Shop operation is open for business 4 hours a day. Producing over 2 million pieces of printed material yearly.
- Our Print Shop Lead person is very experienced in all Printing needs including graphics.



- In Conclusion:
- Purchasing Services will advance the Pajaro Valley Unified School District strategic objectives with timely acquisition of quality goods and services through:
- Ethical procurement practices
- Development of skilled procurement expertise and "best practice" processes
- Continuously providing the District with current PVUSD procurement policies and procedures
- Diligent pursuit of broad-based competition ensuring maximum participation of all interested business enterprises
- Consistent application of State and PVUSD policies to ensure appropriate stewardship of public funds
- Effective partnerships with all Schools and Departments, other non-profit and public agencies and our valued suppliers
- Promotion and support of environmentally responsible policies





# Thank you





## Board Agenda Backup

Item #14.4

**Date:** October 27, 2010

Item: Update on Federal Education Jobs Fund

Overview:

Earlier this year, President Obama and Congress enacted the Federal Education Jobs Fund. This funding was unexpected and amounts to approximately \$3.3 million in one-time funding to the district's K-Adult services and programs. The funding is available for appropriation in the 2010-11 and 2011-12 fiscal years. Districts determine where this funding shall be allocated in that time period. However, it must be spent to save, restore, or create personnel positions that provide direct services to school sites and students among other statutory requirements.

Staff will provide an update to Trustees on this one-time funding and its possible utilization in the district. Staff will also provide updated analysis on the recently signed 2010-11 State Budget and its impact on the district's overall financial condition.

Recommendation:

Discuss and provide input to staff on the possible utilization of Federal

Education Job Fund monies.

Prepared By:

Brett W. McFadden, Chief Business Officer

Superintendent's Signature:

Down Bake (A.R.)



## Board Agenda Backup

Item No:

15.2

**Date:** October 27, 2010

Item: Approval of Revised Job Description – Human Resources Specialist

Overview: The Human Resources Specialist is being presented as a revised job description in

order to modify the duties of the current position. The position is currently vacant and in order to recruit effectively for the position there are a few duties that fit within

this description that have been added.

This revised job description was approved by the Personnel Commission on October 21, 2010, at salary range 46 on the Classified Employees Salary Schedule, which ranges from \$2,933 to \$3,752/month. This position was studied during the Year 1 Classification study with no recommended change to the salary range.

Recommendation: It is recommended that the Board approve the proposed job description for the

Human Resources Specialist.

Funding Source: General Fund

Budgeted: Yes: No:

Amount: \$

Prepared by:

Director, Classified Personnel

Superintendent:

ALDER CA.



#### PAJARO VALLEY UNIFIED SCHOOL DISTRICT POSITION DESCRIPTION

Position:

Human Resources Specialist

JOB CODE

Department:

Human Resources

Report To:

Assistant Superintendent, HR or Human Resources Classified Director

#### **SUMMARY**

Coordinate and perform a variety of technical and advanced work in the human resources areas of leaves of absence, retirement, resignations, recruitment, <u>position control</u>, and the composition and maintenance of reports relating to Federal and state projects. Maintains fingerprint database. <u>May be assigned special projects related to human resources functions</u>.

#### **NATURE AND SCOPE**

Under minimal supervision of the Human Resources Classified Director performs responsible technical work to serve employees and applicants. This position requires considerable independent judgment to interpret policy and procedures, advise others, and communicate the results of personnel transactions. Human relations contacts extend to multiple levels within the organization on a continuous basis such as the public and outside groups on a frequent basis.

#### DISTINGUISHING CHARACTERISTICS

This is predominately a technical classification in Human Resources. This classification is highly specialized in nature requiring knowledge in the area of certificated and classified retirement (PERS/STRS), Ed code, Merit System and Union Contracts.

#### ESSENTIAL TYPES OF DUTIES (Duties may include but are not limited to the following)

- Provides counseling services to classified and/or certificated employees regarding retirement and leaves of absence. Serves as a resource, providing data and statistical information.
- Tracks and maintains accurate data and reports relating to employee separations and leaves of absence for approval by the Board of Trustees.

Formatted: Indent: Left: 0.5", No bullets or numbering

Effective 5/13/04, Classification Study 6/16/05 Effective Classification Study of 2007 (year I)

Revised: TBD

- Maintains the District's position control by analyzing and auditing human resources requisitions. Maintains a system for coding jobs. Monitors school site positions. Verifies and creates new position control numbers and reconciles FTE reports.
- Coordinates recruitment and hiring activities including advertising, testing, oral panels, and interviews.
- Performs duties related to recruitment, hiring and processing of assigned groups of employees.
- Composes letters regarding employment or other personnel matters.
- Answers inquiries regarding opening and hiring procedures.
- Attends recruitment fairs. Prepares recruitment materials, travels to fair sites, sets up and tears down recruitment booth, and communicates with the public regarding current recruitment opportunities.
- Maintains the certificated evaluation database. Monitors evaluations cycle and overdue evaluations.
- Assists human resources staff as necessary to assure timely processing of personnel transactions.
- Gathers and prepares data required for preparation of Board reports.
- Coordinates and maintains the fingerprint database and serves as the prime liaison between the Department of Justice and the District.
- Assists in the fingerprinting of district employees and volunteers.
- Performs other duties as required to accomplish the objectives of the position.

#### **QUALIFICATION**

Knowledge and Skills: Requires specialized technical knowledge of the Ed Code, Merit Rules and Union Contract as it relates to personnel management practices, leaves, fair employment practices and laws. Requires sufficient human relations skill to convey technical concepts to others, deal with sensitive and confidential information, and to facilitate discussion in individual and small groups setting. Requires demonstrated skills at accessing relational databases,

Effective 5/13/04, Classification Study 6/16/05 Effective Classification Study of 2007 (year 1) Revised: TBD Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Indent: Left: 0.5", No bullets or numbering

verifying numerical and demographic information, and entering information onto established data entry screens. Requires skill in learning, interpreting and applying rules and regulations related to <u>position control</u>, retirement criteria and benefits, leaves of absence, and/or Merit System rules for classified hiring.

Abilities: Must be able to perform all of the relevant duties of the position with minimal supervision. Must be able to operate a computer terminal, printer, and specialized database software. Requires the ability to achieve harmony and cooperation in communications with others and to prepare professional correspondence for routine communications with both internal staff and the public. Must be able to prioritize work in order to meet deadlines and maintain schedules. Must have the ability to problem solve reoccurring challenges. Requires the ability to communicate with students, staff, parents and the public using patience and courtesy, and in a manner that reflects positively on the District. Must be able to work well independently and as part of a team.

**Physical Abilities:** Position involves standing, walking, stooping, occasional carrying and lifting of lightweight materials (up to 20 pounds). Requires visual acuity and depth perception to recognize words and numbers; and hand and finger dexterity and hand/eye coordination to use a computer keyboard and common office equipment. Requires speaking and hearing ability sufficient to hear over a phone and carry on conversations.

Minimum Qualifications (Education and/or Experience): This is the minimum experience and education/training standards which will be used to admit or reject applicants for examination as approved on:

High School diploma or completion of GED, plus a minimum of three (3) years of increasingly responsible experience in human resources in a school district or other educational environment. Specialized training in educational recruitment (Merit System) or retirement (PERS/STRS) is preferred.

or

A High School Diploma or completion of GED one (1) year of higher education plus two (2) years of increasingly responsible experience in human resources in a school district or other educational environment. Specialized training in educational recruitment (Merit System) or retirement (PERS/STRS) preferred.

Approved by Personnel Commission <u>10/21/10</u> Approved by Governing Board

Effective 5/13/04, Classification Study 6/16/05 Effective Classification Study of 2007 (year 1) Revised: TBD



## Board Agenda Backup

Item No:

15.3

Date: October 27, 2010

Item: Approval of New Job Description – Student Services Specialist

Overview:

The Student Services Specialist is being presented as a new classified non-management job description. This classification will bring two large departments together as one. The Student Services Specialist will oversee the implementation of Federal, State and District guidelines related to after school and summer programming grants and other funding resources. In addition, this position will ensure the education codes and district policies are being implemented correctly at all school sites with regard to student records, discipline procedures and attendance procedures. This classification will give technical guidance/advice to thirty site coordinators and office staff with regards to all the above stated responsibilities.

The Student Services Specialist will provide training and delegate tasks related to Extended Learning Programs (ELP), Child Welfare and Attendance (CWA) and Healthy Start including but not limited to hiring and payroll procedures and facilitation of program evaluation reports. The Student Services Specialist will be knowledgeable in regards to all systems used in Federal, State and District levels, such as eSchoolPlus, ASSIST, APR and eTruancy.

The Student Services Specialist must possess a high level of expertise in all areas of the department. The department is a combination of three large programs, Child Welfare and Attendance, Extended Learning Program, and Healthy Start, and therefore it is necessary to have a technical level classification that organizes the daily operations of all three.

The classified job description was approved by the Personnel Commission on October 21, 2010, at salary range 46 on the classified salary schedule, which ranges from \$2,933 to \$3,752/month.

Recommendation:

It is recommended that the Board approve the proposed job description for the Student

Services Specialist.

Funding Source: General Fund

Budgeted: Yes: No:

Amount: \$

Prepared by:

Director, Classified Personnel

Superintendent:

Down Porte (A.R.)



## PAJARO VALLEY UNIFIED SCHOO DISTRICT POSITION DESCRIPTION

Position:

**Student Services Specialist** 

JOB CODE:

Department:

Student Services

Reports To:

Director of Student Services

#### **SUMMARY**

Performs a variety of analytical, technical and complex secretarial and administrative duties associated with, but not limited to, discipline, expulsions, summer school and afterschool programs. Processes and analyzes accounting transactions and compilation of fiscal data for the department and afterschool program sites. May keep a complete set of accounting and fiscal records for the department.

#### **NATURE AND SCOPE**

Under minimal supervision performs the most complex secretarial activities, which will vary depending on the area of assignment. This position is expected to apply specialized or technical knowledge of various facets of the department or section to work situations which are usually routine but can be varied and unique. This position requires considerable independent judgment in administrative matters, preparing reports and correspondence, handling complaints from the public or employees and other matters of similar complexity. Assures that due process is followed according to the Education Code and District procedures. Work often involves handling a broad scope of proprietary and private information. Prepares highly sensitive documents and work involves handling private/confidential information. May exercise partial supervision over or train clerical or secretarial employees of lower classification. Human relations contacts extend to multiple levels within the organization on a continuous basis such as the public and outside groups on a frequent basis.

#### **DISTINGUISHING CHARACTERISTICS**

This is predominately a technical classification that requires specialized knowledge in discipline, expulsion hearings, summer school and afterschool programs. Advancement to this class requires the ability to work with accounting information, compile statistical data, organize activities for an advisory board, and provide informal leadership.

#### ESSENTIAL TYPES OF DUTIES (Duties may include but are not limited to the following)

 Performs technical and complex secretarial and clerical duties involving the use of independent judgment and an in-depth understanding of departmental functions and procedures, with a working understanding of related departments' functions and procedures.

Student Services Specialist Approved by Personnel Commission: 10/21/10

Approved by Board: TBD

- Performs administrative support to special processes such as advisory board meetings and special interest group meetings.
- Takes and transcribes dictation as assigned. Types (keyboards) from rough drafts or verbal instructions a variety of materials such as letters, memoranda, reports and statistical data. Independently composes original correspondence and forms on routine department matters.
- Receives telephone calls, interviewing callers for purpose, handling routine matters independently, providing information as appropriate, or routing calls to administrators as necessary.
- Arranges public and management meetings as directed. Prepares schedules and informs participants, confirming dates and times. Makes hotel and travel reservations as directed.
- Attends meetings as assigned. Records, transcribes and distributes minutes as directed. May attend meetings acting on behalf of the administrator.
- Maintains committee records, assists in the preparation of departmental reports by gathering and summarizing information from a variety of sources.
- Performs special projects as assigned. Conducts research of libraries, business transactions, official
  proceedings, employee and student records, industry statistics and trends, etc., to compile reports for
  administration or to regulatory or governing agencies.
- As assigned, receives, handles and stores highly confidential information pertaining to the District or assigned department. Maintains confidentiality.
- Works in close cooperation with other public agencies such as the District Attorney, the Probation Department, Police and Sheriff's Departments and community based organizations.
- Works in coordinator with the Director in matters regarding student re-entry from expulsion and student behavior hearings.
- Assists in the collection of analytical data, develops reports, and makes assessments in regards to all truancy, dropout, and behavioral prevention programs.
- Works closely with the District Communications Department to disseminate information to students, staff, parents and the community regarding attendance and discipline issues.
- Receives and takes referrals for student expulsion and answers questions regarding the expulsion process.
- Oversees the monthly accounting student suspensions.
- Maintains budget records and files. Gathers and compiles information required by Administrator for budget development. Independently assembles some or all of the performance and budget information for reporting to advisory boards or external agencies.
- Verifies account codes and accuracy and appropriateness of amounts including fund balances.

- Communicates on a regular basis with department staff and afterschool program coordinators, vendors and accounting personnel to resolve budget problems and discrepancies.
- Process monthly supplemental payroll for afterschool and summer school programs. May calculate
  items such as employee wages, time and work reports, materials and labor charges and supply and
  equipment charges. May prepare related reports and documents, such as but not limited to
  supplemental payroll and consultant service agreements.
- Prepares documents such as purchase orders, payroll, finance/accounting documents and distributes them to others for further action.
- Develops worksheets for financial reports requiring skill at researching information from financial data management systems.
- Establishes, revises, and maintains filing system and other clerical procedures.
- Contacts other departments to obtain information and documents for the supervisor.
- Identifies and recruits at-risk youth for placement in the afterschool and or summer school programs.
- Works in conjunction with afterschool program site coordinators in an effort to curb student truancy in the afterschool and summer school programs.
- May provide guidance and assign work to clerical and secretarial staff in the division or department.
- Performs other duties as required to accomplish the objectives of the position.

#### **QUALIFICATIONS**

Knowledge and Skills: Requires a thorough knowledge of office practices, procedures and equipment, including filing systems, receptionist and telephone techniques and letter and report writing. Requires thorough knowledge of those activities associated with statistical record keeping, staff administration, cashiering and confidential record keeping. Requires thorough knowledge of proper English usage, grammar, spelling, punctuation and basic arithmetic skills. Must be skilled in using various standard office machines, including computers with document processing, desktop publishing, database, and spreadsheet applications. Requires sufficient human relations skill to participate in meetings as a representative of the department, to employ interviewing and investigating techniques, and to instruct others. Requires working knowledge of the practices and terminology of bookkeeping and accounting. Requires knowledge in business mathematics and recordkeeping.

Abilities: Requires the ability to independently perform all of the duties of the position efficiently and effectively. Must be able to coordinate and perform complex office and secretarial work with speed and accuracy. Must be able to learn, interpret, explain and apply knowledge of District and department organization, operations, programs, functions and special department terminology to relieve an administrator or program director of a variety of administrative details. Requires the ability to guide staff in a manner that encourages high morale and efficiency; to plan, organize and prioritize work in order to meet schedules and timelines; and to analyze situations accurately and adopt an effective course of action. May require the ability to set up meetings at remote sites, including the transport and setup of

materials and supplies. Requires the ability to communicate with students, staff, parents and the public using patience and courtesy, and in a manner that reflects positively on the department and District. Must be able to work well independently and as part of a team. Requires demonstrated ability to enter data onto standardized formats using computerized data base programs by using basic keyboarding or 10-key skills.

**Physical Abilities:** Position involves standing, walking, stooping, and occasional carrying and lifting of lightweight materials (up to 20 pounds). May be required to sit for extended periods of time. Requires visual acuity and depth perception to recognize words and numbers; and hand and finger dexterity and hand/eye coordination to use a computer keyboard and common office equipment. Requires speaking and hearing ability sufficient to hear over a phone and carry on conversations.

Minimum Qualifications (Education and/or Experience): This is the minimum experience and
education/training standards which will be used to admit or reject applicants for examination as approved
on

High School diploma or completion of GED, plus five (5) years of increasingly responsible secretarial experience, preferably in an educational organization. Two (2) years, of the five, experience in bookkeeping required.

OR

High School diploma or completion of GED, plus two (2) years of college course work majoring in secretarial science, business, or a related field; plus three (3) years of increasing responsible secretarial experience, preferably in an education organization. Two (2) years, of the five, experience in bookkeeping required.

**Typing Requirement:** Type 65 words per minute

Approved by Personnel Commission 10/21/10
Approved by Governing Board TBD



## PAJARO VALLEY UNIFIED SCHOOL DISTRICT



## Board Agenda Backup

Item No: 15.4

Date: October 27, 2010

Superintendent's Signature:

Item: Resolution #10-11-09 regarding Methyl Iodide

Overview: PVFT is bringing forward the following resolution regarding Methyl

Iodide with a request for it to be adopted as a joint resolution

between PVFT and the PVUSD Board of Trustees.

Recommendati	on:	
<b>Budget Cons</b>	iderations: N/A	
Fund	ling Source:	
	Budgeted: Yes:	No:
	Amount:	
Prepared By:	Dorma Baker, Superintendent	
	And the state of t	

#### Pajaro Valley Federation of Teachers & Pajaro Valley Unified School District Resolution #10-11-09 on Methyl Iodide

#### Whereas:

- Scientists throughout the United States have expressed concerns about the potential and actual health risks associated with exposure to methyl iodide, at high and low doses, and have expressed these concerns in letters and expert testimonials to the U.S. Environmental Protection Agency, The State of California, the California Department of Pesticide Regulation, etc;
- Seven of the schools in our district, including Bradley, Ohlone, Hall, Amesti, Alianza, Pajaro Middle School, MacQuiddy, Renaissance, are adjacent to fields where pesticides are in use;
- Our students are often forced to walk in proximity to treated fields to reach public transportation and to walk home;
- Despite efforts by the EPA to instate drift mitigation measures, based on our experiences as educators and residents, we feel that buffer zones and other strategies are ineffective at preventing exposure to these life threatening substances;
- Children are significantly more vulnerable to pesticide poisoning than adults; past and present studies indicate that pre and post-natal low dose exposure to pesticides may be a contributing factor in the development of learning and developmental disabilities in children;
- A significant number of our students' parents work and live near the fields, exposing themselves and secondarily their children to deadly chemicals, sacrificing their own health in order to make a living and support the wellbeing of their families;
- The potential and actual environmental impacts of using methyl iodide in agricultural production include permanent destruction of the water table, reduced air quality, and the endangerment of wildlife;
- The overall potential negative impacts of living and going to school near ranches, farms and fields on which methyl iodide is used for pest management--even with the legally required protections, application procedures, and buffer zones in place-- pose unconscionable risks to the health and wellbeing of our children, their families, educators and school employees;

#### Be it resolved that:

- PVUSD and PVFT request that further independent research be completed on the health and environmental impacts of methyl iodide, as it pertains to its use in commercial agriculture;
- PVUSD and PVFT request that the state of California withhold their approval of methyl iodide for use in agricultural production until this research is completed, published, peer reviewed, and made publicly available in English and Spanish;
- DVIIICD and DVET will icous a joint prace releases wroing oits h

PVUSD and PVFT will issue a joint press release urging city, county, state, and federal governments to support the language in this resolution and to make access to information on methyl iodide publicly available in English and Span throughout the state of California.
PASSED AND ADOPTED by the Pajaro Valley Unified School District, County of Santa Cruz, State of California, this 2 day of October 2010, by the following vote:
AYES: ABSTENTIONS:ABSENT:
CHAIRPERSON OF PAJARO VALLEY UNIFIED SCHOOL DISTRICT BOARD:
Libby Wilson, President