



## 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.

**November 18, 2009**  
**REGULAR BOARD MEETING**  
**CLOSED SESSION – 6:00 p.m. – 7:00 p.m.**

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

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

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

### **Notice to the Audience on Public Comment**

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

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

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

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

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

#### **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)
      - Letter of Agreement with 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
  - 3.2 Welcome by Board President  
Trustees, Doug Keegan, Sandra Nichols, Karen Osmundson, Kim Turley, Libby Wilson, Willie Yahiro, and President Leslie De Rose.
  - 3.3 Student Recognition
    - *Julio Alvarez-Perez - HA Hyde Elementary School*
    - *Kristian Aguilar - Valencia Elementary School*
    - *Miriam del Carmen Zarate Cortez – Mintie White Elementary School*
    - *Daniel Hernandez – Landmark Elementary School*
  - 3.4 Brecek & Young Financial’s Teacher of the Month Award  
- *Megan Dolan of Ohlone Elementary School*
- 4.0 ACTION ON CLOSED SESSION**
- 5.0 APPROVAL OF THE AGENDA**
- 6.0 APPROVAL OF MINUTES**
- a) *Minutes of October 28, 2009*
  - b) *Minutes of November 4, 2009*
- 7.0 HIGH SCHOOL STUDENTS BOARD REPRESENTATIVES REPORT**

## 8.0 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.)

## 9.0 EMPLOYEE ORGANIZATION COMMENTS – PVFT, CSEA, PVAM, CWA 5 Min. Each

## 10.0 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).

- 10.1 Purchase Orders October 22 – November 11, 2009  
The PO's will be available in the Superintendent's Office.
- 10.2 Warrants October 22 – November 11, 2009  
The warrants will be available in the Superintendent's Office.
- 10.3 Approve with Gratitude donations totaling \$1,420 to support Women's Athletics at Watsonville and Pajaro Valley High Schools from the Following: Sue Barthol, Marie Garcia, Jess Wachtel, Vera Pulido, K. Michel Witzig, Maria Zambudio, Vera Brown, David Schwartz, Alexandra Gonzalez, Mark Barcelon, Sandy Barcelon, S. Moreno, B. Ingman, Diane Goody, Kristina Simpson, Jo-Ann Panzardi, Rosemary Brogan, Gary Caballero, Karen Goody, Michael Wilson, Patricia Wilson, and New Mexico Chile Company LLC.
- 10.4 Approve with Gratitude donation of \$500 from Kathleen and John Horne to Support HA Hyde Elementary School's Home and School Club.
- 10.5 Approve Request for Allowance of Attendance due to Emergency Conditions for Rio Del Mar and Watsonville Charter School of the Arts due to Storm on 10/14/2009 which caused power outages and school closure.
- 10.6 Approve Resolution #09-10-09, Child Development Programs Authorized Representative for Title 22 California Department of Social Services Community Care Licensing for Department of Education Child Development Division Programs.
- 10.7 Approve Migrant and Seasonal Head Start Refunding Application: Budget for March 1, 2010 – February 28, 2011.
- 10.8 Approve Migrant and Seasonal Head Start Refunding Application: Goals and Objectives for March 1, 2010 – February 28, 2011.
- 10.9 Approve Contract for Transportation Yard Lease.
- 10.10 Approve Letter of Agreement with Communication Workers of America, representing Substitute Teachers.
- 10.11 Approve Pacific Coast Charter School Memorandum of Understanding.

The administration recommends approval of the Consent Agenda.

**11.0 DEFERRED CONSENT ITEMS**

**12.0 REPORT AND DISCUSSION ITEMS**

- 12.1 Report and discussion on the Annual Williams/Valenzuela Legislation Status Report.  
*Report by Michael Watkins, Superintendent, County Office of Education.* 5 min.
- 12.2 Report and discussion on Comprehensive Accountability Framework.  
*Report by Dorma Baker, Superintendent.* 15 min.
- 12.3 Report and discussion on School Based Consolidated Health Council/Wellness Policy.  
*Report by Cathy Stefanki, Assistant Superintendent, Educational Services.* 15 min.
- 12.4 Report and discussion on Safe School Healthy Students Report.  
*Report by Linda Perez, Director, PVPSA.* 15 min.
- 12.5 Report and discussion on the appointment of Joint Representative to the Personnel Commission: Gary Smith.  
*Report by Dr. Albert J. Roman, Assistant Superintendent, Human Resources.* 2 min.

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

- 13.1 Report and update on District Budget and possible action on Stimulus Funds.  
*Report by Mary Hart, Associate Superintendent.* 10 min.
- 13.2 Report, discussion and possible action on the Charter Renewal for Watsonville Charter School of the Arts & Memorandum of Understanding Between WCSA and the Pajaro Valley Unified School District.  
*Report by Trish Hucklebridge, Principal.* 10 min.
- 13.3 Report, discussion and possible action on Resolution #09-10-07, Supplemental Early Retirement Program (SERP) Incentive for Certificated Non-Management.  
*Report by Mary Hart and Dr. Albert Roman.* 5 min.
- 13.4 Report, discussion and possible action on Resolution #09-10-08, Supplemental Early Retirement Program (SERP) Incentive for Certificated and Classified Management.  
*Report by Mary Hart and Dr. Albert Roman.* 5 min.
- 13.5 Report, discussion and possible action to approve Provisional Internship Permit for Steven Hoy, Robin Hubert, and Carmen Becerra.  
*Report by Dr. Albert J. Roman, Assistant Superintendent.* 2 min.
- 13.6 Report, discussion and possible action to approve Teacher on Waiver: Robin Minnis.  
*Report by Dr. Albert J. Roman, Assistant Superintendent.* 2 min.
- 13.7 Report, discussion and possible action to approve Teacher on Waiver: Jason Trexler.  
*Report by Dr. Albert J. Roman, Assistant Superintendent.* 2 min.

**14.0 POLICIES - ONGOING**

The following are updates to existing policies are recommended by CSBA and they have been reviewed by District Administration.

- 14.1 Approve Updated Policy #0520.2, Title I Program Improvement Schools and approve Updated Policy #0520.3, Title I Program Improvement Districts.

**15.0 GOVERNING BOARD AND SUPERINTENDENT COMMENTS/REPORTS**

**16.0 UPCOMING BOARD MEETINGS/REMAINING BOARD MEETINGS FOR 2009**

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.

		<b>Comment</b>
<b>November</b>	▪ <b>18</b>	
<b>December</b>	▪ <b>2</b> ▪ <b>9 Annual Organization Mtg.</b> ▪ <b>16</b>	▪ <b>Study Session: Budget</b> ▪ <b>Approve 1<sup>st</sup> Interim Report</b>  ▪ <b>Reg. mtg with Budget focus</b>

**17.0 ADJOURNMENT**

PAJARO VALLEY UNIFIED SCHOOL DISTRICT  
CLOSED SESSION AGENDA  
November 18, 2009

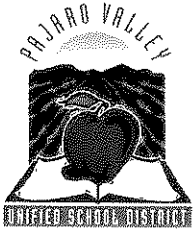
2.1 Closed Session

<b>Public Employee Appointment/Employment Government Code Section 54957</b>	
<b>New Hires</b>	
2	Elementary Teachers
3	Secondary Teachers
<b>New Substitutes</b>	
	None
<b>New Hires – Probationary</b>	
1	Data Entry Specialists
1	Community Services Liaison
<b>Rehires</b>	
3	Elementary Teachers
<b>Administrative</b>	
	None
<b>Promotions</b>	
2	Career Development Specialists
1	Library Media Technician
<b>Transfers</b>	
	None
<b>Extra Pay Assignments</b>	
	None
<b>Additional Assignments</b>	
	None
<b>Extra Period Assignments</b>	
3	Secondary Teachers
<b>Leaves of Absence</b>	
3	Elementary Teachers
1	Secondary Teacher
1	Custodian II
2	Instructional Assistant II – Special Education
1	Cook Baker
1	Cafeteria Assistant

1	Lead Custodian
1	Bus Driver
<b>Separations From Service</b>	
1	Cafeteria Assistant
1	Instructional Assistant I – Special Education
<b>Resignations/Terminations</b>	
4	Secondary Teachers
<b>Supplemental Service Agreements</b>	
99	Elementary Teachers
47	Secondary Teachers
20	Site Coordinators
13	Children Center Teachers
1	Migrant Education Teachers
1	Extended Learning Program
<b>Supplemental Service Agreements/After School Program</b>	
	None
<b>Miscellaneous Actions</b>	
2	Career Development Specialists II
3	Instructional Assistants II
1	Lead Custodian
1	Site Computer Technician
<b>Limited Term – Projects</b>	
1	Administrative Assistant
1	Administrative Secretary III
1	Behavior Technician
3	Campus Safety Coordinators
1	Campus Security
21	Enrichment Specialists
57	Instructional Assistant – General Education
1	Language Support Specialist
7	Office Assistant II
16	Office Assistant III
4	Parent Education Specialist
2	Translators
6	Office Managers
1	Lead Custodian II

1	Library Media Technician
1	Registrar
1	Spectra Artist
2	Testing Specialists I
<b>Limited Term – Substitute</b>	
2	Campus Safety Coordinators
2	Cafeteria Assistants
3	Instructional Assistant II
2	Instructional Assistants – Migrant Children Center
<b>Provisional</b>	
	None
<b>Exempt</b>	
4	Migrant OWE Students
19	Workability Helpers
3	Workability
6	Yard Duty Supervisors
<b>Rescinds</b>	
	None





**October 28, 2009  
REGULAR BOARD MEETING  
UNADOPTED MINUTES**

**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 De Rose called the meeting of the Board to order at 6:00 pm at 292 Green Valley Road, Watsonville, CA.

**1.2 Public comments on closed session agenda.**

Bobby Salazar, CSEA President, noted that CSEA had resumed negotiations and were putting together a proposal in hope to complete by November 10. He asked for the 39-month rehire list as well as the list of 3.5 hours positions.

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

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

- a. Certificated Employees
- b. Classified Employees

<b>New Hires</b>	
1	Elementary Teacher
<b>New Substitutes</b>	
11	Substitutes
<b>New Hires – Probationary</b>	
	None
<b>Rehires</b>	
1	Elementary Teacher
1	Secondary Teacher
<b>Administrative</b>	
	None
<b>Promotions</b>	
	None
<b>Transfers</b>	
	None
<b>Extra Pay Assignments</b>	
	None
<b>Additional Assignments</b>	

	None
<b>Extra Period Assignments</b>	
3	Secondary Teachers
<b>Leaves of Absence</b>	
1	Campus Safety Coordinator
<b>Separations From Service</b>	
	None
<b>Resignations/Terminations/Releases</b>	
2	Elementary Teachers
1	Secondary Teacher
<b>Supplemental Service Agreements</b>	
27	Elementary Teachers
35	Secondary Teachers
<b>Supplemental Service Agreements/After School Program</b>	
	None
<b>Miscellaneous Actions</b>	
1	Behavior Technician
1	District Technology Support
1	MAA-LEA Coordinator
1	Senior Accountant
<b>Limited Term – Projects</b>	
1	Accounting Specialist
1	Administrative Secretary I
2	Administrative Secretary II
1	Application Analyst
8	Campus Safety Coordinator
1	Campus Security
5	Career Development Specialist
2	Community Service Liaison
1	District Technical Support Technician
3	Office Managers
27	Enrichment Specialists
51	Instructional Assistants – General Education
6	Instructional Assistants – Migrant Children Center
1	Instructional Assistant – Migrant
5	Office Assistant II

9	Office Assistant III
1	Parent Education Specialist
1	Site Computer Support Technician
1	Senior Translator
5	Translators
<b>Limited Term – Substitute</b>	
1	Behavior Technician
2	Cafeteria Assistant
1	Custodian I
1	Custodian II
1	District Technical Support Technician
1	Executive Assistant to the Superintendent
1	Instructional Assistant – General Education
1	Instructional Assistant – Migrant Children Center
1	Office Manager
<b>Provisional</b>	
1	Instructional Assistant II
1	Office Manager
1	Print Production Operator
2	Registrars
<b>Exempt</b>	
13	Childcare
10	Migrant OWE
11	Student Helpers
4	Workability
10	Yard Duty Supervisors
1	Yard Duty Monitors
1	Instructional Assistant – Migrant Children Center
1	MEES
<b>Rescinds</b>	
1	Elementary Teacher
1	Secondary Teacher

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

**2.3 Negotiations Update**

- a. CSEA
- b. PVFT
- c. **Unrepresented Units: Management and Confidential**

**d. SCAST**

- 2.4 Claims for Damages**
- 2.5 Existing Litigation**
- 2.6 Pending Litigation**
- 2.7 Anticipated Litigation**
- 2.8 Real Property Negotiations**
- 2.9 5 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, Doug Keegan, Sandra Nichols, Karen Osmundson, Kim Turley, Libby Wilson, Willie Yahiro, and President Leslie De Rose were present.

**3.3 Brecek & Young Financial’s Teacher of the Month Award**

Jean Gottlob, Freedom School Principal, introduced Dorel Schell, the teacher who was selected for the Teacher of the Month Award. Ms. Gottlob noted that Ms. Schell cares deeply about students and is a mentor to many new teachers.

Jacob Young spoke about the award and the selecting criteria and process.

**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 personnel report with the addition of release of 1 secondary teacher. Trustee Keegan seconded the motion. The motion passed unanimously.

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

**b. Classified Employees**

Trustee Nichols moved to approve the classified personnel report as presented. Trustee Keegan seconded the motion. The motion passed unanimously.

**2.9 5 Expulsions**

***Action on Expulsions***

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

***09-10-026***

Trustee Keegan seconded the motion. The motion passed unanimously.

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

***09-10-027***

Trustee Keegan seconded the motion. The motion passed unanimously.

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

***09-10-028***

Trustee Keegan seconded the motion. The motion passed unanimously.

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

**09-10-029**

Trustee Keegan seconded the motion. The motion passed unanimously.

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

**09-10-030**

Trustee Keegan seconded the motion. The motion passed unanimously.

## **5.0 APPROVAL OF THE AGENDA**

Trustee Wilson moved to approve the agenda. Trustee Keegan seconded the motion. The motion passed unanimously.

## **6.0 APPROVAL OF MINUTES**

### ***a) Minutes of October 14, 2009***

Trustee Turley moved to approve the minutes of October 14 with the following changes: itemizing motions regarding expulsions and correcting dissention name on item 14.1 to Osmundson instead of Turley. The motion passed 5/0/2 (De Rose, Yahiro abstained).

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

Melane Olmeda and Christian Olvejas, Student Trustee representing Watsonville High School, reported on events, sports, and activities at the school.

## **8.0 BUDGET UPDATE**

### ***Report by Mary Hart, Associate Superintendent***

In Mary's absence, Dorma Baker noted that a significant update is the return of QEIA funds, which is approximately \$3 million dollars which will be added to the Budget, reducing the projected reduction by that amount. She also mentioned administrators have held and will continue to hold staff and community meetings regarding the budget crisis to ensure all interested parties are informed.

Trustee Osmundson noted that DELAC is requesting a community meeting on the budget.

### **Public comment**

Bill Beecher, community member, noted that reductions have to come from head count and/or wages and benefits. He noted that union contracts may be voided and all staff will lose if no combination of strategies to reduce the budget is found.

## **9.0 POSITIVE PROGRAM REPORT**

### **9.1 Cotsen Family Foundation Report**

***Report by Dianna Higginbotham, Principal, Valencia, and Olga de Santa Anna, Principal, Mintie White.***

Olga De Santa Anna, introduced Lanette Maioriello, Dianna Higginbotham, Susan Murphy and Anne Berg of Cotsen.

Dianna Higginbotham noted that the mission of the Cotsen Foundation is to promote The Art of Teaching, a program to improve great teachers. She spoke about the foundation's core beliefs about teaching, the goals for teachers, and the strategies to get there. Lanette Maioriello spoke about the role of a mentor and the process for selecting fellows and mentors. Anne Berg of Cotsen spoke about how teachers set professional growth targets and about the California Standards for the teaching profession.

Superintendent and Board members participated with comments and questions.

**10.0 VISITOR NON-AGENDA ITEMS**

Rhea De Hart, community member, spoke about the importance of naming the new sports center at Watsonville High School and commented on the process for naming a school or building of a school. The sports center needs to be named as soon as possible. She mentioned the process for naming a school or a building in a school.

Lucia Villarreal, community member, cautioned against using Mr. Beecher's recommendation to looking at high growth programs for improving student achievement.

Maria Guadalupe Fernandez, parent, spoke about restructured Tuesday at Mintie White and requested that it be a regular day instead, especially since the school is a "walking" school, and no transportation services are required.

Ylda Noguera commented that conversations regarding this issue have taken place with parents and that options for Mintie White will be further discussed with school administration.

Kathleen Kilpatrick, school nurse, commented about homecoming and the festivities at WHS, noting that it is great to spend time with the students at WHS.

**11.0 EMPLOYEE ORGANIZATION COMMENTS – PVFT, CSEA, PVAM, SCAST 5 Min. Each**

Francisco Rodriguez, PVFT president, clarified about the presentation about Keenan & Associates and trustee Keegan's question regarding the number of districts who have imposed cap, noting that there is a difference between imposing and negotiating. Regarding the Fringe Benefits Committee, PVFT is willing to be part of the committee. He asked to check Mr. Beecher's assertions that contracts become void and null if there are no agreements reached.

Trustee Keegan explained that he may have used the word imposed but meant established.

**12.0 CONSENT AGENDA**

Trustee Turley moved to approve the consent agenda. Trustee Wilson seconded the motion. The motion passed unanimously.

**12.1 Purchase Orders October 8 - 21, 2009**

**12.2 Warrants October 8 - 21, 2009**

**12.3 Approve Award of Contract for Services RFQ #MH-12-02-08, Medical, Dental and Vision Consulting Services.**

**13.0 DEFERRED CONSENT ITEMS**

**14.0 REPORT AND DISCUSSION ITEMS**

**14.1 Report and discussion on Suspension and Expulsion Data and Prevention Measures.**  
*Report by Joe Trautwein, Director, Student Services.*

Joe Trautwein presented on the attendance, suspension and expulsions, focusing on data analysis and preventative measures. Also present were Elsa Silva, Leticia Oropeza and Carol Ortiz for the Student Services department.

Mr. Trautwein explained that in 2009, Child Welfare and Attendance, Extended Learning, and Healthy Start merged, creating a comprehensive Student Services Department with 42 employees. The report included the vision and the mission of the After School program. Mr. Trautwein mentioned the strong partnerships the department has with organizations in the community that provide many benefits to the students, including PVPSA, Cabrillo College, CSUMB and UCSC. The report offered information regarding attendance, suspension and expulsion from 2004-05 to the present. To maintain high levels

of attendance, Student Services is focusing on preventative and intervention programs, including parent training, a discipline review committee, and attendance meetings at all sites. In addition, for expelled students, the district has case managers who work with students in meeting the conditions for re-entering into the district. The department's next steps are to continue working with sites to identify at-risk youth and to continue with the benefits of the after school programs.

Board participated with comments and questions.

#### **14.2 Report and discussion on Drop Out Data.**

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

Public comment

Rhea DeHart, community member, commented on drop out, stating that the district needs alternatives for elementary, middle and high schools. She mentioned a drop out task force that is being developed by the City of Watsonville.

Dorma Baker reported that it is critical to know where students are at all times. There is a State program which intends to issue a student a number from K – 12 to track. Within PVUSD, there is an effort to improve data and its reliability; this includes organizing data to be sure we know what codes to place in students who are moving out of the district so that data is reported accurately. Schools have also focused on keeping students in school. The task force effort is an opportunity for people and organizations that are interested in keeping students in schools to get together and seek ways to help improve dropout rates.

Board participated with comments and questions.

Public comment

Bill Beecher, community member, presented his view on the adjusted dropout data for 2007-08 and stated that it is positive that the district is going from a reactive system to a proactive system.

#### **14.3 Report and discussion on the Current PVUSD Response and Plan to the H1N1 Virus.**

##### ***Report by Cathy Stefanki, Assistant Superintendent, Educational Services.***

Cathy Stefanki, Ray Houser, Kathleen Kilpatrick, Peggy Bumatay, and Rich Buse were present to discuss the H1N1 information, including a brief background on the outbreak of the influenza. It was noted that the following groups are at higher risk of contracting the virus: people over 65, children younger than five, pregnant women, and people of any age with certain chronic medical conditions. CDC projects that there is a 50% of infection rate if not vaccinated. The presenters encouraged parents to contact their primary care physicians. In addition, Kathleen Kilpatrick distributed a list outlining which schools would have vaccines provided by Salud. In conclusion, the following preventative tips were shared: immunization, be a source of information and referral, and wash hands often.

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

#### **15.1 Report, discussion and possible action on Agreement for Consultant Services Between Community Television of Santa Cruz and PVUSD.**

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

Dorma Baker noted that this items was tabled and it was requested to bring back when a full board was present. She requested the Board to discuss the possibility to record and broadcast the meeting of the board. Back up information included cost to the district of approximately \$6,000 per year.

Trustee Nichols moved to approve the contract with Community TV. Trustee Osmundson seconded the motion. The motion failed 1/5/1 (Keegan, Turley, De Rose, Wilson, Yahiro dissented; Osmundson abstained).

### **16.0 GOVERNING BOARD AND SUPERINTENDENT COMMENTS/REPORTS**

Trustee Osmundson reported that DELAC had requested a budget presentation.

Trustee Yahiro reported that DELAC and Site Council training at HA Hyde and Mintie White schools were positive. He noted that the salaries of Assistant Superintendents publicized on the Sentinel included benefits. He announced that the Belgaard Cup game between PVHS and WHS would take place on November 14, 2 pm at the AHS campus.

**17.0 UPCOMING BOARD MEETINGS/REMAINING BOARD MEETINGS FOR 2009**

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.

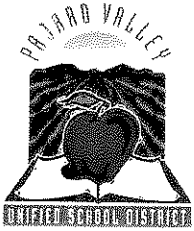
		<b>Comment</b>
<b>November</b>	<ul style="list-style-type: none"> <li>▪ 4</li> <li>▪ 18</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>Study Session: Budget</b></li> </ul>
<b>December</b>	<ul style="list-style-type: none"> <li>▪ 2</li> <li>▪ 9 Annual Organization Mtg.</li> <li>▪ 16</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>Study Session: Budget</b></li> <li>▪ <b>Approve 1<sup>st</sup> Interim Report</b></li> <li>▪ <b>Reg. mtg with Budget focus</b></li> </ul>

**18.0 ADJOURNMENT**

There being no further business to discuss, the meeting was adjourned at 10:25 pm.

Dorma Baker, Superintendent





**November 4, 2009**  
**SPECIAL BOARD MEETING - BUDGET**  
**6:00 PM – 8:00 PM**  
**UNADOPTED MINUTES**

Ann Soldo Elementary School  
Multi-Purpose Room  
1140 Menasco Drive  
Watsonville, CA 95076

**1.0 OPENING CEREMONY – MEETING OF THE BOARD IN PUBLIC - 6:00 P.M.**

President De Rose called the special Board Meeting to order at 6:03 pm.

**1.1 Pledge of Allegiance**

Trustee Yahiro led the Board in the Pledge of Allegiance.

**1.2 Welcome by Board President**

Trustees, Doug Keegan, Sandra Nichols, Karen Osmundson, Kim Turley, Willie Yahiro, and President Leslie De Rose were present. Trustee Libby Wilson arrived at 6:13 pm.

**2.0 APPROVAL OF THE AGENDA**

Trustee Nichols moved to approve the agenda. Trustee Keegan seconded the motion. The motion passed 6/0/1 (Wilson absent).

**3.0 STUDY SESSION - BUDGET**

Mary Hart, Associate Superintendent, presented a spreadsheet containing figures on income, expenditures, interfund transfers, and fund balance for the years 2008-09, 2009-10, 2010-11, and 2011-12. The focus of the study session was around the expected \$11.5 million dollar reduction. The presentation was interactive, where different, hypothetical scenarios were plugged into the worksheet to see the effect it would have on the amount that needs to be reduced. The following are the scenarios presented; some are hypothetical and some are expected revenue increases:

- QEIA funds: \$3 million – expected.
- Lawsuit settlement: \$1.7 million – expected, one time funds.
- Federal Stimulus Fund: \$1.5 – expected, one time funds; Board to determine use of funds.
- Furlough days for all groups from 2009-10 onward: \$1.8 million – negotiable item.
- 10% benefit changes for all groups from 2010-11 onward: \$1.06 million – negotiable item.

Decisions on reductions have to be in place by December 16.

Board participated with questions.

Public comment:

Peter Nichols, community member, commented on the board having the authority to ask and request contributions from all management, including cabinet, without having to negotiate.

Bill Beecher, community member, commented that classified staff may not be able to give any more and offered recommendations for meeting the required reductions.

Pablo Barrick, teacher, asked about restricted and unrestricted budget, recommended 4-day work weeks instead of the restructured Tuesday and saving on transportation, and said it is unethical to ask staff to take additional cuts.

George Feldman, teacher and parent, recommended reductions on assessments, deferring curriculum adoption , specially for primary levels, and advocated for binding arbitration.

Nubia Padilla, teacher, asked if the Board would agree to equal percentage of reductions as are being asked of teachers, noted that PVUSD has more administrators per students in the area, and that it ranks 3<sup>rd</sup> in revenue and 30<sup>th</sup> in salary.

Graciela Vega, teacher, spoke about reorganizing the district.

Kathleen Kilpatrick, school nurse, noted that the figures presented regarding nurses is inaccurate and expressed her concern for accuracy when budget figures are given to the Board.

The Board participated with comments and questions.

**4.0 UPCOMING BOARD MEETINGS/REMAINING BOARD MEETINGS FOR 2009**

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

		Comment
<b>November</b>	▪ 18	
<b>December</b>	▪ 2 ▪ 9 Annual Organization Mtg. ▪ 16	▪ Budget Study Session ▪ Approve 1 <sup>st</sup> Interim Report

**5.0 ADJOURNMENT**

There being no further business to discuss, the study session on Budget was adjourned at 7:56 pm.

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

**PAJARO VALLEY UNIFIED SCHOOL DISTRICT**



***Board Agenda Backup***

Item No: 10.3

**Date:** November 18, 2009

**Item:** Approve with gratitude donation of \$1,420 to Support Women's Athletics at Watsonville High and Pajaro Valley High Schools from the following individuals: Sue Barthol, Marie Garcia, Jess Wachtel, Vera Pulido, K. Michel Witzig, Maria Zambudio, Vera Brown, David Schwartz, Alexandra Gonzalez, Mark Bercelon, Sandy Barcelon, S. Moreno, B. Ingman, Diane Goody, Kristina Simpson, Jo-Ann Panzardi, Rosemary Brogan, Gary Caballero, Karen Goody, Michael Wilson, Patricia Wilson, and New Mexico Chile Company LLC.

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

**Recommendation:** Approve with gratitude this donation.

**Prepared By:** Dorma Baker, Superintendent

**Superintendent's Signature:**

*Dorma Baker (A)*

**PAJARO VALLEY UNIFIED SCHOOL DISTRICT**



***Board Agenda Backup***

Item No: 10.4

**Date:** November 18, 2009

**Item:** Approve with gratitude donation of \$500 from Kathleen and John Horne to support HA Hyde Elementary School's Home and School Club.

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

**Recommendation:** Approve with gratitude this donation.

**Prepared By:** Dorma Baker, Superintendent

**Superintendent's Signature:**

*Dorma Baker (AA)*

H. A. Hyde Elementary School  
125 Alta Vista Ave.  
Watsonville, CA 95076  
(831) 728-6243

Kathleen and John Horne  
322 Martin Dr.  
Aptos, CA 95003

Friday, November 6<sup>th</sup>, 2009

Dear Mr. and Mrs. Horne,

We are once again taken aback by your generosity toward our school and students. Your very generous donation of \$500.00 to our Home and School Club will make a big difference to us, particularly our students. On behalf of the entire staff of H. A. Hyde Elementary School, I extend to you our greatest appreciation for your gift. As per your expressed wishes, this money has been credited exclusively to the account of Mr. Gardner's class. Mr. Gardner has also expressed to me his deep appreciation of your generous gift and has discussed with me some of the ways in which he will use these funds to expand and deepen the educational and social experiences of his students.

We are experiencing very large and on-going fiscal challenges and your very generous contribution to our school not only boosts our spirits but will also enable us to deepen our efforts in significant and concrete ways. We applaud you. Your support of our site greatly appreciated.

Sincerely,



Brett Knupfer  
Principal

H. A. Hyde Elementary School

*H. A. Hyde Home and School Club EIN Tax ID#: 690-93-3298*



# Board Agenda Backup

Item No: 10.5

Date:	November 18, 2009
Item:	Request for Allowance of Attendance because of Emergency Conditions
Overview:	<p>Education Code Sections 41422 provides a district that is prevented from maintaining its schools during a fiscal year for at least 175 days or is required to operate sessions of shorter length than otherwise prescribed by law because of fire, flood, earthquake, or epidemic, or because of any order of any military officer of the United States or of the state to meet an emergency created by war, or of any civil officer of the United States, of the state, or of any county, city and county, or city authorized to issue that order to meet an emergency created by war, or because of other extraordinary conditions, or because of inability to secure or hold a teacher, or because of the illness of the teacher, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the school district and of the county superintendent of schools, shall receive the same apportionment from the State School Fund as it would have received had it not been so prevented from maintaining school for at least 175 full-length days.</p> <p>This section shall also apply to districts which, in the absence of one or more of the conditions prescribed by this section, would have qualified for funds under Sections 46200 or 46201. (Longer Year – 180 days or more)</p>
Rationale:	Two Schools, Rio Del Mar and Watsonville Charter School of the Arts, were closed Wednesday, October 14, 2009 power outage and widespread flooding with many roads impassable due to heavy rains and winds which started on October 12, 2009. County officials proclaimed a State of Emergency in Santa Cruz County as a result of the storm.
Recommendation:	It is recommended that the Board approve submittal of documents to the State Department of Education for funding of lost ADA due to emergency conditions

**Budget Considerations:**

Funding Source:	General and Charter Funds
Budgeted:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Amount:	

**PREPARED BY SIGNATURE:** *Aileen Bellonzi*

**SUPERINTENDENT SIGNATURE:** *Dorinda Baker (Asst)*

Note: These oaths may be administered by any authorized person, including those mentioned in Section 60 of the Education Code excluding school trustees and members of boards of education.

**AFFIDAVIT OF GOVERNING BOARD MEMBERS**

We, members constituting a majority of the governing board of the \_\_\_\_\_ school district, hereby swear (or affirm) that the foregoing statements are true and are based on official district records.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed \_\_\_\_\_  
Title \_\_\_\_\_  
of \_\_\_\_\_ County, California

Individual responsible for preparing this form:

Name: Penney Colburn Title: District Attendance Specialist Phone: (831) 786-2100 x 2624

**AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS**

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools

\_\_\_\_\_  
Date: \_\_\_\_\_  
Subscribed and sworn (or affirmed) before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed \_\_\_\_\_  
Title \_\_\_\_\_  
of \_\_\_\_\_ County, California

Individual responsible for preparing this form:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

**REQUEST FOR ALLOWANCE OF ATTENDANCE  
BECAUSE OF EMERGENCY CONDITIONS  
Form J-13A (Rev. 4-90)**

School District Name: Pajaro Valley Unified School District  
School District Address: 294 Green Valley Rd., Watsonville, CA 95076

County/District Code: 44 69799  
County Name: Santa Cruz County

This form replaces the Form J-13 (Rev. 3-86) and should be used to obtain approval of attendance and instructional time credit under one or more of the following conditions:

- When one or more schools were closed because of conditions described in Education Code Section 41422.
- When one or more schools were kept open but experienced a material decrease in attendance because of conditions described in Education Code Section 46392.
- When attendance records have been lost or destroyed as described in Education Code Section 46391.

Approved credit for instructional time may be used in conjunction with regular instructional days to satisfy the requirements of Education Code Section 37202 (equal length of instructional time among schools within a district.)

A separate form should be submitted for each emergency event, but credit may be requested for more than one school and under one or more of the foregoing conditions on the same form. Each separate form must include the affidavit of the Governing Board members and the County Superintendent before it can be approved by the Superintendent of Public Instruction.

The original form (with the Board members' affidavit) and two copies should be filed with the County Superintendent of Schools. If the County Superintendent approves the request, he or she should execute the affidavit certifying that approval and forward all pages of the original and one copy of the form to:

School Fiscal Services Division  
California Department of Education  
1430 N Street, Suite 3800  
Sacramento, CA 95814  
Attn: Carina Saraiva

This form consists of five preprinted pages. Pages 1 and 5 must accompany all submissions. Page 4 (Lost or Destroyed Attendance Records) will not need to be submitted by most districts. Multiple copies of Pages 2 and/or 3 may have to be submitted when claims are made on a school-by-school basis.



**SCHOOL CLOSURE**

Nature of Emergency (describe): Power Outage and widespread flooding with many roads impassable.

Name of School: Rio Del Mar Elementary  
(if request covers all schools, write "all schools" on name line)

School Code (from Directory): 44 69799 6049779

We request that apportionments be maintained, and instructional time credited for the above names school(s) without regard to the fact that the school(s) were closed on (dates):

October 14, 2009

because of the described emergency. Approval of this request authorizes the local educational agency to disregard these days in the computation of average daily attendance (per EC 41422) and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to EC 46200, et seq.

If the school closure resulted from impassable roads caused by inclement weather, state the number of school closure days for the same weather conditions in each of the last five years:

We have not had to close any schools in the past 5 years due to weather conditions.

**SCHOOL CLOSURE**

Nature of Emergency (describe): Power Outage and widespread flooding with many roads impassable.

Name of School: Watsonville Charter School of the Arts  
(if request covers all schools, write "all schools" on name line)

School Code (from Directory): 44 69799 6119077

We request that apportionments be maintained, and instructional time credited for the above names school(s) without regard to the fact that the school(s) were closed on (dates):

October 14, 2009

because of the described emergency. Approval of this request authorizes the local educational agency to disregard these days in the computation of average daily attendance (per EC 41422) and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to EC 46200, et seq.

If the school closure resulted from impassable roads caused by inclement weather, state the number of school closure days for the same weather conditions in each of the last five years:

We have not had to close any schools in the past 5 years due to weather conditions.

# EXTRA



PAROLE HEARING | EXTRA, B3

## COLTER WHITE HEARING TODAY

**INSIDE B**  
THIS SECTION

Daybreak.....	B4
TV/Movies.....	B5
Comics.....	B6
Sports.....	B9
Weather.....	B10

WEDNESDAY OCTOBER 21, 2009

LOCAL - LIFESTYLE - SPORTS

WWW.SANTACRUZSENTINEL.COM

### FALLOUT FROM THE RAIN

# Last week's storm prompts local state of emergency

By **KURTIS ALEXANDER**  
kalexander@santacruzsentinel.com

**SANTA CRUZ** — County officials intend to proclaim a state of emergency in the wake of last week's heavy rains, a move that would allow the county to recoup some of the nearly \$1 million - and rising — spent on storm repairs.

The record rainfall, which totaled more than 10 inches overnight in the Santa Cruz

## County hopes to qualify for disaster relief funds

Mountains, left many roads weakened by mudslides, their ditches clogged with debris and many road surfaces washed out entirely. The fixes range from \$30,000 to \$300,000, say county officials.

"(During the storm) these drains got downcut like 10 feet quickly, and all that material clogs our culverts and ends up on the road," explained Steve Wiesner, assistant director of county Public Works.

Wiesner counts a dozen sites in need of considerable repair work, the worst being on Eureka Canyon Road, Highland Way and Soquel-San Jose Road. The county's Administrative Office said Tuesday it had so far tallied \$900,000 in damage, an amount that qualifies the county for state disaster relief funds. An

emergency proclamation, needed for the state to consider the county's funding request, will be up for approval by the Board of Supervisors next week.

Gordon expects the county to recoup 75 to 90 percent of its storm expenses, the bulk of which was for road repairs.

"We've gone ahead on the work," said Nancy Gordon, head of the county's General Service-

es Department, which runs the Office of Emergency Services. "It will take a year or two (to get reimbursement)."

The county recently received \$550,000 from the state for damage incurred during last year's wildfires.

Though the toll of the fires was greater than that of the storm, most of the fire expenses weighed on private property owners and state firefighters, not the county.



# County of Santa Cruz

## COUNTY ADMINISTRATIVE OFFICE

701 OCEAN STREET, SUITE 520, SANTA CRUZ, CA 95060-4073

(831) 454-2100 FAX: (831) 454-3420 TDD: (831) 454-2123

SUSAN MAURIELLO, J.D., COUNTY ADMINISTRATIVE OFFICER

OCTOBER 20, 2009

**AGENDA:** OCTOBER 27, 2009

Board of Supervisors  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA 95060

### PROCLAMATION DECLARING STATE OF EMERGENCY- STORM OF OCTOBER 2009

Dear Members of the Board:

At approximately midnight of October 12, 2009, an early season storm created conditions of extreme peril and significant damage throughout the County of Santa Cruz. By midday of October 13, 200, the storm had caused flooding, landslides, wide spread power outages and high winds. At the peak of the storm 35 roads were closed due to the storm's impact. Reception centers were established following mandatory evacuations of isolated areas subject to the most hazardous conditions. Damage estimates, gathered throughout the past week, are now estimated to be minimally at \$900,000 and continue to grow as the storm clean up continues.

On October 20, 2009, pursuant to Section 2.26.040 of the Santa Cruz County Code, the Director of Emergency Services issued a Proclamation of the Existence of a Local Emergency, a copy of which is included as Attachment 1 of this letter. This local proclamation is the first step in the process of seeking state and federal assistance for our county.

The County Code provides that whenever a local emergency is proclaimed by the Director of Emergency Services, the Board of Supervisors shall take action to ratify the proclamation within seven days thereafter, or the Proclamation shall have no further force or effect. Attachment 2 of this letter is a proposed Proclamation of the Board of Supervisors of Santa Cruz County, which proclaims that a local emergency exists in Santa Cruz County, and ratifies the Proclamation of the Director of Emergency Services of October 20, 2009.

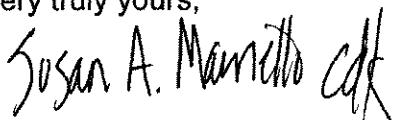
**BOARD OF SUPERVISORS  
PROCLAMATION DECLARING STATE OF EMERGENCY**

**AGENDA: October 27, 2009  
Page 2**

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It is therefore RECOMMENDED that the Board of Supervisors adopt the attached Proclamation of the Board of Supervisors, which proclaims that a local emergency exists, and ratifies the Proclamation of Existence of a Local Emergency issued by the Director of Emergency Services on October 20, 2009.

Very truly yours,



SUSAN A. MAURIELLO  
County Administrative Officer

**Attachments**

cc: Governor Schwarzenegger  
Senator Joe Simitian  
Senator Abel Maldonado  
Assembly member Bill Monning  
Assembly member Anna Caballero  
Congress member Anna Eshoo  
Congress member Sam Farr  
Senator Diane Feinstein  
Senator Barbara Boxer  
State Office of Emergency Services  
Santa Cruz County Sheriff-Coroner  
Santa Cruz County Auditor-Controller  
County Administrative Office  
Santa Cruz County Office of Emergency Services  
General Services  
County Counsel  
Public Works  
City of Santa Cruz Emergency Services Coordinator  
City of Capitola Emergency Services Coordinator  
City of Scotts Valley Emergency Services Coordinator  
City of Watsonville Emergency Services Coordinator  
Emergency Consolidated Communications Center

**Attachment 1**

Proclamation of Existence of a Local Emergency by the Director of Emergency Services  
for the Storm of October 2009

**OFFICIAL PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY BY THE EMERGENCY SERVICES DIRECTOR OF THE COUNTY OF SANTA CRUZ AND REQUEST THAT THE GOVERNOR PROCLAIM A STATE OF EMERGENCY**

**WHEREAS**, Section 2.26.040 of the Santa Cruz County Code empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when Santa Cruz County is affected or likely to be affected by a public calamity; and

**WHEREAS**, the Board of Supervisors of the County of Santa Cruz is not in session and cannot immediately be called into session.

**WHEREAS**, the Director of Emergency Services does hereby find:

1. That conditions of extreme peril to the health and safety of persons and property have arisen throughout Santa Cruz County, caused by winter storms, flooding, landslides, and high winds commencing on or about midnight on the 12 day of October, 2009; and
2. That the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency; and

**WHEREAS**, Section 2.26.040 of the Santa Cruz County Code provides that the Board of Supervisors must take action to ratify the proclamation within seven days thereafter, or the proclamation shall have not further force or effect.

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that a local emergency now exists due to conditions that commenced on or about midnight on the 12th day of October, 2009, throughout Santa Cruz County; and

**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of said local emergency the powers, function, and duties of the Director of Emergency Services and the emergency organization of Santa Cruz County shall be those prescribed by State law, by ordinances and resolutions of the County approved by the Board of Supervisors.

**IT IS FURTHER PROCLAIMED AND ORDERED** that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Santa Cruz, State of California.

**IT IS FURTHER PROCLAIMED AND ORDERED** that a copy of this proclamation be forwarded through the State Director of the Office of Emergency Services to the Governor of California with the request that he proclaim the

**OFFICIAL PROCLAMATION OF THE EXISTENCE OF A LOCAL  
EMERGENCY BY THE EMERGENCY SERVICES DIRECTOR OF THE  
COUNTY OF SANTA CRUZ AND REQUEST THAT THE GOVERNOR  
PROCLAIM A STATE OF EMERGENCY AND REQUEST A  
PRESIDENTIAL DECLARATION**

Page 2

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County of Santa Cruz to be in a state of emergency pursuant to Government Code Section 8625.

**IT IS FURTHER PROCLAIMED AND ORDERED** that the Director of Emergency Services does hereby request of the Governor any and all applicable public assistance for Santa Cruz County's response and restoration costs and any and all applicable private assistance for residents, utilizing state programs and resources.

DATE: October 20, 2009

Susan A. Mauriello *SM*  
SUSAN A. MAURIELLO  
Director of Emergency Services  
County of Santa Cruz

Approved as to Form:

Pablo Garcia  
Chief Deputy County Counsel



**Attachment 2**

Proclamation of the Board of Supervisors of the County of Santa Cruz  
for the Storm of October 2009

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO.

On the motion of Supervisor  
duly seconded by Supervisor  
the following resolution is adopted:

PROCLAMATION RATIFYING THE EXISTENCE OF A LOCAL EMERGENCY AND  
RESOLUTION REQUESTING GOVERNOR TO PROCLAIM A STATE OF  
EMERGENCY

WHEREAS, Section 2.26.040 of the Santa Cruz County Code, empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said county is affected or likely to be affected by a public calamity; and

WHEREAS, the Director of Emergency Services proclaimed the existence of a local state of emergency on October 20, 2009, at 11:00 a.m.; and

WHEREAS, the Board of Supervisors has been requested by the Director of Emergency Services of said county to ratify the proclamation of the Director and proclaim the existence of a local emergency therein; and

WHEREAS, the Board of Supervisors does hereby find:

That the conditions of extreme peril to the health and safety of persons and property have arisen within Santa Cruz County, caused by storms, flooding, landslides, high surf, and high winds commencing on or about midnight on the 12<sup>th</sup> day of October of 2009; and

That the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency; and

WHEREAS, Santa Cruz County hereby requests public and private assistance including all levels of state and federal aid.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout said county; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency, the powers, functions and duties of the Director of Emergency Services and the emergency organization of the County shall be those prescribed by state law, and by ordinances and resolutions of the County approved by the Board of Supervisors.

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of California with the request that he proclaim the County of Santa Cruz to be in a state of emergency pursuant to Government Code section 8625; and further that the Governor request a presidential declaration.

IT IS FURTHER ORDERED that a copy of this proclamation be forwarded to the State Director of Emergency Services; and

IT IS FURTHER RESOLVED that Susan A. Mauriello is hereby designated as the authorized representative for public and individual assistance of the County of Santa Cruz for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this \_\_\_\_ day of \_\_\_\_\_, 2009, by the following vote:

AYES: SUPERVISORS

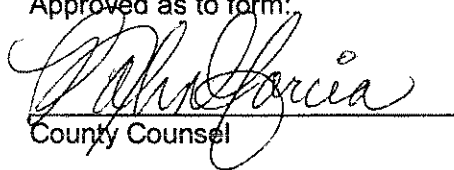
NOES: SUPERVISORS

ABSENT: SUPERVISORS

\_\_\_\_\_  
Chairperson of said Board

ATTEST: \_\_\_\_\_  
Clerk of said Board

Approved as to form:

  
\_\_\_\_\_  
County Counsel

- Distribution:
- Governor Schwarzenegger
  - Santa Cruz County Sheriff-Coroner
  - Santa Cruz County Office of Emergency Services
  - Congress member Sam Farr
  - Congress member Anna Eshoo
  - Senator Abel Maldonado
  - Senator Joe Simitian
  - Assembly member Bill Moning
  - Assembly member Anna Caballero
  - California Office of Emergency Services
  - City of Santa Cruz Emergency Services Coordinator
  - City of Capitola Emergency Services Coordinator
  - City of Scotts Valley Emergency Services Coordinator
  - City of Watsonville Emergency Services Coordinator
  - County Counsel
  - Public Works
  - Emergency Consolidated Communications Center

**PROCEEDINGS OF THE  
SANTA CRUZ COUNTY  
BOARD OF SUPERVISORS**

**VOLUME 2009, NUMBER 25  
October 27, 2009**

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**ACTION SUMMARY MINUTES**

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**VOTING KEY:**

Ca = Campos  
Co = Coonerty  
L = Leopold  
P = Pirie  
S = Stone

First initial indicates maker of motion, second initial indicates the "second"; upper case letter = "yes" vote; lower case letter = "no" vote; () = abstain; // = absent

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1. All Supervisors present
2. Moment of Silence and Pledge of Allegiance
3. ADDED to the Consent Agenda: Item No. 50.1  
DELETED from the Consent Agenda: Item No. 40  
ADDED to the Regular Agenda: Item No. 53.1
4. Action on the Consent Agenda
5. ORAL COMMUNICATIONS - Nineteen people addressed the Board

**CONSENT AGENDA**

PLCaSCo

6. ACCEPTED claims as approved by the Auditor-Controller
7. APPROVED minutes of September 29, 2009 and October 6, 2009, as recommended by the Clerk of the Board
8. ACCEPTED AND FILED notification of continuing contracts received during the period of October 1, 2009 through October 21, 2009 and approved upon adoption of the 2009-2010 continuing agreements list to comply with Section 300 of the County's Procedures Manual, Title 1, as recommended by the Clerk of the Board

7 • •

October 27, 2009

9. APPROVED the reading by Title of all ordinances considered for adoption that may appear on this agenda and further waived a detailed reading of said ordinances, as recommended by County Counsel
10. ADOPTED ORDINANCE NO. 5060 amending Subsection H.23. of Section 9.28.020 and adding Subsection W.1 to Section 9.28.030 of the Santa Cruz County Code relating to the stop intersection at Winkle Avenue and Howe Street
11. REJECTED the claim of Alexandria Pomianowski, Claim No. 910-025, and referred to County Counsel
12. REJECTED the claim of Rashel Adragna, Claim No. 910-030, and referred to County Counsel
13. ACCEPTED AND FILED report and found there is a need to continue the state of emergency relative to the Swine Influenza A (H1N1), as recommended by the County Administrative Officer
14. ACCEPTED AND FILED report on the financial adjustments included in the 2009-2010 Final County Budget, as recommended by the County Administrative Officer
15. ACCEPTED AND FILED report and approved the Identity Theft Prevention Program; directed the stakeholder departments to incorporate the Identity Theft Prevention Program into their procedures and staff training and directed the County Administrative Officer to report back on the program annually at budget hearings, as recommended by the County Administrative Officer
16. ACCEPTED report on the status of final agreement for conflict Public Defender services, as recommended by the County Administrative Officer
17. ADOPTED RESOLUTION NO. 265-2009 ratifying proclamation of the existence of a local emergency issued by the Director of Emergency Services on October 20, 2009, as recommended by the County Administrative Officer

October 27, 2009

18. **ADOPTED RESOLUTION NUMBERS 266-2009 through 281-2009 approving participation in the Proposition 1A Loan Securitization Program for the following County funds and Board Governed Special Districts: Board of Supervisors; Pajaro Storm Drain Maintenance District; Place De Mer, CSA No. 2; Pajaro Dunes, CSA No. 4; Sand Dollar Beach, CSA No. 5; Boulder Creek, CSA No. 7; County Highway Safety, CSA No. 9; County Highway Safety Service Area No. 9-A; County Highway Safety Service Area No. 9-ZN-B; Recreation & Parks-CSA No. 11; Hutchinson Road, CSA No. 13; Huckleberry Woods, CSA NO. 15; Robak Drive, CSA No. 16; Empire Acres, CSA No. 17; Whitehouse Canyon Road, CSA No. 18; and Extended Police Protection, CSA No. 38; authorized execution and delivery of Purchase and Sale Agreements and authorized related actions necessary to complete the sale, as recommended by the County Administrative Officer**
19. **AS THE BOARD OF DIRECTORS OF THE DAVENPORT COUNTY SANITATION DISTRICT, ADOPTED RESOLUTION NO. 282-2009 approving participation for County funds and Board Governed Special Districts in the Proposition 1A Loan Securitization Program; authorized execution and delivery of Purchase and Sale Agreements and authorized related actions necessary to complete the sale, as recommended by the County Administrative Officer**
20. **AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ADOPTED RESOLUTION NO. 283-2009 approving participation for County funds and Board Governed Special Districts in the Proposition 1A Loan Securitization Program; authorized execution and delivery of Purchase and Sale Agreements and authorized related actions necessary to complete the sale, as recommended by the County Administrative Officer**
21. **AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT-ZONE 4, ADOPTED RESOLUTION NO. 284-2009 approving participation for County funds and Board Governed Special Districts in the Proposition 1A Loan Securitization Program; authorized execution and delivery of Purchase and Sale Agreements and authorized related actions necessary to complete the sale, as recommended by the County Administrative Officer**
22. **SCHEDULED public hearing on Tuesday, November 24, 2009, at 9:00 a.m. or thereafter, to consider changes to the Unified Fee Schedule and approved related action, as recommended by the County Administrative Officer**

October 27, 2009

23. DEFERRED report on call center support for the Department of Child Support Services to November 10, 2009, as recommended by the Director of Child Support Services
24. ACCEPTED the Notice of Completion for the Front Street Debris and Retaining Wall Project at 126 Front Street, Santa Cruz, California; approved the final cost of \$90,635.93 and authorized the Clerk of the Board to take related action, as recommended by the Director of General Services
25. ACCEPTED status report on the progress of modifications to the existing Automatic Aid Agreement with Santa Clara County and directed staff to return with the modified agreement and a further status report on the development of an agreement for the remaining uncovered areas on or before December 15, 2009, as recommended by the Director of General Services
26. APPROVED plans and specifications for the 1430 Freedom Office Remodel Project; directed General Services to advertise for bids and set the bid opening on December 1, 2009 at 3:00 p.m. in the General Services Department, as recommended by the Director of General Services
27. AWARDED contract to Geo. H. Wilson, Inc. in the amount of \$47,200 for the Government Center Sewer Backflow Prevention Installation Project and approved related actions, as recommended by the Director of General Services
28. AWARDED contract to Lighthouse Painting Co. in the amount of \$15,400 for the 420/440 May Avenue Painting Project and approved related actions, as recommended by the Director of General Services
29. DEFERRED report on the work plan and timetable for the issuance of a County Service Area (CSA) 48 ballot measure to December 8, 2009, as recommended by the Director of General Services

30. ADOPTED RESOLUTION NO. 285-2009 Fixing the Employer's Contribution Under the Public Employees' Medical and Hospital Care Act for participation by members of the General Representation Unit; adopted RESOLUTION NO. 286-2009 Fixing the Employer's Contribution Under the Public Employees' Medical and Hospital Care Act for participation by members of the Board of Supervisors/Department Heads and Elected Department Heads; adopted RESOLUTION NO. 287-2009 Fixing the Employer's Contribution Under the Public Employees' Medical and Hospital Care Act for participation by members of the Unrepresented Unit; adopted RESOLUTION NO. 288-2009 Fixing the Employer's Contribution Under the Public Employees' Medical and Hospital Care Act for participation by member of the Middle Management Association Unit; adopted RESOLUTION NO. 289-2009 Fixing the Employer's Contribution Under the Public Employees' Medical and Hospital Care Act for participation by members of the Health Services Agency Physicians Association Unit; adopted RESOLUTION NO. 290-2009 Fixing the Employer's Contribution Under the Public Employees' Medical and Hospital Care Act for participation by members of the Correctional Officers Representation Unit; adopted RESOLUTION NO. 291-2009 Fixing the Employer's Contribution Under the Public Employees' Medical and Hospital Care Act for participation by members of the Law Enforcement Unit; adopted RESOLUTION NO. 292-2009 Fixing the Employer's Contribution Under the Public Employees' Medical and Hospital Care Act for participation by members of the Sheriff's Supervisory Unit; adopted RESOLUTION NO. 293-2009 Fixing the Employer's Contribution Under the Public Employees' Medical and Hospital Care Act for participation by members of the Law Enforcement Middle management Unit; adopted RESOLUTION NO. 294-2009 Fixing the Employer's Contribution Under the Public Employees' Medical and Hospital Care Act for participation by member of the District Attorney and Child Support Attorney Unit; and adopted RESOLUTION NO. 295-2009 Fixing the Employer's Contribution Under the Public Employees' Medical and Hospital Care act for participation by members of the District Attorney Inspectors Unit, for the 2010 CalPERS Public Employees' Medical and Hospital Act (PEMHCA) medical plan contribution for various employee groups, as recommended by the Director of Personnel



October 27, 2009

31. APPROVED Memorandum of Understanding (MOU) with the Law Enforcement Representation Unit, the Sheriff's Supervisory Unit, and the Law Enforcement Middle Management Unit; approved side letter agreements with the Law Enforcement Unit and the Sheriff's Supervisory Unit; approved one-time vacation accrual adjustments for affected Sheriff's Office Employees, as recommended by the Director of Personnel
32. ACCEPTED AND FILED the Treasurer's monthly Investment Transaction Report, as recommended by the Treasurer-Tax Collector
33. APPROVED appointment of Betty Bobeda to the Seniors Commission for a term to expire April 1, 2011, as recommended by Supervisor Campos
34. ADOPTED RESOLUTION NO. 296-2009 relating to the establishment of a local Disease Prevention Demonstration Project, as recommended by Supervisor Leopold
35. APPROVED appointment of Tim Walsh to the Alba Park, Parkway and Recreation District for a four year term, as recommended by Supervisor Stone
36. APPROVED appointment of Jennifer Anderson-Bahr to the Human Services Commission for a term to expire April 1, 2013, as recommended by Supervisor Stone
37. APPROVED reappointment of Supervisor Campos as the County's representative to the California State Association of Counties Board of Directors, and reappoint Supervisor Stone as the alternate, as recommended by Chairperson Coonerty
38. ACCEPTED AND FILED report on efforts to mitigate groundwater overdraft in the Pajaro Groundwater Basin and directed the Water Resources Division Director to return with a further status report on December 15, 2009, as recommended by the Director of Health Services
39. APPROVED agreement with Psynergy Programs Inc for mental health residential and outpatient services and approved related action, as recommended by the Director of Health Services
40. DELETED ITEM
41. AUTHORIZED payment of two invoices over one year old totaling \$1,318.99, as recommended by the Director of Health Services

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42. ACCEPTED AND FILED report on Santa Cruz County green jobs workforce development and anticipated growth in clean and green jobs, as recommended by the Director of Human Services
43. APPROVED the federal fiscal year 2009-2010 Memorandum of Understanding (MOU) between the County of Santa Cruz Human Services Department and Cabrillo College for the provision of Food Stamp Employment and Training (FSET) services, and approved related actions, as recommended by the Director of Human Services
44. APPROVED the federal fiscal year 2009-2010 agreement with the Homeless Services Center for the provision of Food Stamp Employment and Training (FSET) services in the amount of \$65,470 and approved related actions, as recommended by the Director of Human Services
45. ACCEPTED a non-renewal of the Open Space Easement Contract on Assessor's Parcel Numbers 085-153-02 and 089-051-12 as requested by property owner Melva Johnson, as recommended by the Planning Director
46. ACCEPTED the low bid from Reber Construction Company, Inc., in the amount of \$122,082 for the Soquel-San Jose Road Storm Damage Repair Project and authorized award of contract; adopted RESOLUTION NO. 297-2009 accepting and appropriating unanticipated revenue in the amount of \$208,150 and approved related actions, as recommended by the Director of Public Works
47. ADOPTED RESOLUTION NO. 298-2009 authorizing Public Works to submit applications to the California Department of Conservation to certify County disposal sites as collection programs for beverage containers and approved related action, as recommended by the Director of Public Works
48. RATIFIED the emergency contract with Reber Construction Company for the Graham Hill Road at East Zayante Road Emergency Culvert Replacement Project and authorized a lump sum payment to Reber Construction in the amount of \$71,737, as recommended by the Director of Public Works
49. AMENDED payment provisions for contract number 92 with the Cultural Council of Santa Cruz County, as recommended by the Director of Parks, Open Space and Cultural Services

October 27, 2009

50. AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY REDEVELOPMENT AGENCY, APPROVED agreement with Whitson Engineers in the amount of \$419,927 for consultant services for the East Cliff Drive Parkway Project and approved related actions, as recommended by the Redevelopment Agency Administrator
- 50.1 ACCEPTED AND FILED report on 2009 H1N1 Flu Vaccination Plans; adopted RESOLUTION NO. 299-2009 accepting and appropriating \$490,606 for the Emergency Preparedness Program for vaccine implementation and \$55,807 for HIV services into the Public Health budget; approved agreements with Maxim for mass vaccination services and Donna Ramos, R.N. for hospital surge consultation and facilitation of meetings relating to the Behavioral Health Unit in a total amount not-to-exceed \$30,000; approved addition of .50 Typist Clerk III and approved related actions, as recommended by the Director of Health Services
51. AS THE BOARD OF SUPERVISORS AND REDEVELOPMENT AGENCY, SCHEDULED a closed personnel and litigation session as follows:

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Carl Matthes v. County of Santa Cruz; Sheriff Steve Robbins; Lt. Payne; Lt. Wilson; 10 Unknown Correctional Officers and other Personnel at the Santa Cruz County Jail Employed by the Santa Cruz Sheriff's Department, U.S. District Court Case No. C07 05559 RS

Frank Eryavec v. County of Santa Cruz, Workers' Compensation Claim Numbers 2006156050; 2006135824; 2004009149

REPORT OF COUNTY COUNSEL - No report given

?

October 27, 2009

REGULAR AGENDA

52. The Board of Supervisors recessed in order to permit the Board of Directors of the County of Santa Cruz Flood Control and Water Conservation District-Zone 5 to convene and carry out a special meeting
53. AS THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ AND THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY REDEVELOPMENT AGENCY, CONDUCTED an Economic Development Study Session
- No action required at this time
- 53.1 In Memoriam--Mardi Wormhoudt

October 27, 2009

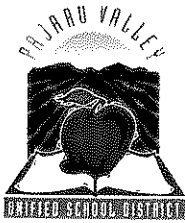
Approved: \_\_\_\_\_  
Chair, Board of Supervisors

Attest: \_\_\_\_\_  
Clerk of the Board

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

NOTE: This set of Board of Supervisors Minutes is scheduled to be approved by the Board on November 10, 2009

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# Board Agenda Backup

Item No: 10.6

**Date:** November 18, 2009

**Item:** Resolution # 09-10-09  
**Child Development Programs Authorized Representative for Title 22 California Department of Social Services (DDS) Community Care Licensing (DSS/ CCL) for Department Of Education Child Development Division Programs**

**Overview:** PVUSD Child Development Programs in the Child Development / Early Childhood Education Department currently offer early care and education services to over 530 children in twelve state licensed facilities. Health and Safety compliance regulations are provided and monitored for early care and education programs through Community Care Licensing. DSS require the formal authorization for personnel to act as Authorized Representatives of the agencies. Currently Kathy Lathrop, Child Development/Early Childhood Education is the only Authorized Representatives for these programs. The attached resolution would add Kim Sweeney as a second authorized administrator. Title 22 State Licensing has made this request to support oversight of programs.

**Recommendation:** Approve Resolution #

**Budget Considerations:**

**Funding Source:** California Dept. of Education/ Child Development Division

**Budgeted:** Yes:  No:

**Amount:**

**Prepared By:** Kathy Lathrop, Director, Child Development

**Superintendent's Signature:**

*Dorma Baker (A)*

**RESOLUTION** #09-10-09

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to **authorize the designated personnel act as additional Authorized Representative for Title 22 Childcare License processes.**

**RESOLUTION** #09-10-09

**BE IT RESOLVED that the Governing Board of Pajaro Valley Unified School District**

authorizes entering into local agreement number/s and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
<u>Kim Sweeney</u>	<u>Coordinator, Child Development</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS 18 th day of November 2009, by the

Governing Board of Pajaro Valley Unified School District

of Santa Cruz County, California.

Libby Wilson Clerk of the Governing Board of

Pajaro Valley Unified School District of Santa Cruz, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
November 18, 2009

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)

**Center Name/Teacher****License**

Amesti State Preschool	44408830	25 Amesti Rd Watsonville, CA 95076
Ann Soldo State Preschool	444408831	1140 Menasco Dr Watsonville, CA 95076
Calabasas State Preschool	444408832	202 Calabasas Road Watsonville, CA 95076
Rolling Hills State Preschool	444408897	140 Herman Ave Watsonville, CA 95076
Hall State Preschool	444408833	300 Sill Road Watsonville, CA 95076
Landmark State Preschool	444408834	235 Ohlone Parkway Watsonville, CA 95076
Salsipuedes State Preschool	444408896	15 Casserly Rd Watsonville, CA 95076
Bradley State Preschool	444410738	321 Corralitos Rd Watsonville, CA 95076
Linscott State Preschool	440710468	220 Elm Street Watsonville, CA 95076
Buena Vista Children's Center	440709992 Infants 440709258	113 Tierra Alta Dr #201 Watsonville, CA 95076
Freedom Children's Center	440703706	37 Holly Drive Freedom, CA 95019
Watsonville Children's Center	440703702	32 Madison Street Watsonville Ca, 95076



**Board Agenda Back-up**

Item #

10.7

**DATE:** November 18, 2009

**ITEM:** **Migrant & Seasonal Head Start Refunding Application:  
Budget for March 1, 2010 – February 28, 2011**

**OVERVIEW:** The PVUSD Migrant & Seasonal Head Start Program offers comprehensive child development services twelve (12) hours per day, five days per week during the peak agricultural period (May – mid-October). The Program provides child development services in ten (10) center classrooms at five (5) District elementary school sites and also contractually through more than 70 licensed Family Child Care Home Providers. A broad range of services are provided to children and families including social services, health, nutrition, mental health, and services for children with disabilities. Parent leaders are involved in key policy and other decision-making processes affecting Program operations. Also, there are many education activities designed to support the role of parents as the primary educators of their children.

Because of the cumulative effect of escalating costs over the past several years, principally in personnel & fringe benefits, the Program, in coordination with the grantee, is recommending establishing a minimum service level of 680 children / 680 child development slots each season as a potential cost control measure. This request will require federal approval. The Refunding Application budget counts on two sources of "one-time only" A.R.R.A. funding to support increased personnel expenses through September 2010.

**RECOMMENDATION:** Approve the 2010-11 Migrant/Seasonal Head Start Refunding Application Budget.

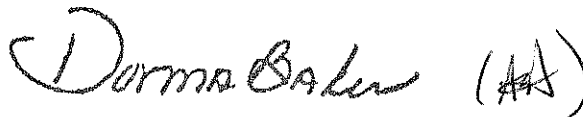
**BUDGET CONSIDERATIONS**

**Funding Source:**

U.S. Department of Health and Human Services via Grantee (Grantee is Central California Migrant Head Start; Stanislaus County Office of Education is grantee fiscal agent)

**Budgeted:** Yes No  
\$5,873,030 federal dollars

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



**Superintendent's Signature**

**CENTRAL CALIFORNIA MIGRANT HEAD START  
MIGRANT HEAD START  
March 1, 2010 - February 28, 2011**

**The following back-up and explanations are required with the submission of your application budgets:**

*If there is a change in the number of staff work days, describe the reason for the increase or decrease.*

The only change in staff days in the Refunding Application correspond to the small number of days outlined in the on-going COLA Application. These were integrated into the P.A. 23 budget per consultation with the SCOE Data Director.

*If an allocation change has occurred, describe the reason for the increase or decrease.*

There is no change in allocation at this time. The District wishes to increase direct administrative charges to the program for a multi-funded administrative position, but this will be examined after the Refunding Application has been processed.

*Describe how all multi-funded costs are allocated.*

Please see above comment.

Were raises given to staff in 2009-10 greater than 1.5% COLA?

No

Yes - Explain additional rates or amounts.

Step and column increases have been awarded according to salary schedules approved by the District and collective bargaining units.

Describe fringe calculations, including rates and base amounts.

See detailed fringe benefit spreadsheet.

Describe any new costs included.

Rate increases for Family Child Care Home Providers, which were outlined in the on-going COLA proposal, have been integrated into the P.A. 23 budget (\$1 increase per day for infants & toddlers; \$1 increase per day for preschoolers).

Minor adjustments have taken place in some non-personnel line items according to historical experience or rate changes (for example, change in mileage rate,

## JUSTIFICATION FOR NON-FEDERAL SHARE VOLUNTEER RATE

Effective Date: 5/01/2010

\$10.54 Hourly Rate - Instructional Assistant (Lowest Rate)

#REF! Fringe Benefit Costs Per Hour

6.20% FICA  
#REF! Medicare  
#REF! Workers' Comp.  
#REF! SUI  
#REF! Total Fringe Benefit Costs

\$9.21 Health Benefit Costs per Hour

\$ 8,695 Average seasonal  
118 divided by # days/year  
Based on Instructional Asst  
8 divided by # hours/day  
Based on Instructional Asst  
\$9.21 Hourly Rate

\$1,739 X 5 months  
118 days x season

#REF! Hourly Volunteer Rate

\$10.54 Rate per Hour

#REF! Fringe benefit per Hour

#REF! Total Hourly Rate

2010-2011 Migrant/Seasonal Head Start Enrollment Plan

Agency Name: Pajaro Valley Unified School District

Enrollment by program option: Number of children in center based  
 Number of children in FCCH

Center Based

					210	
					512	
	Site	Site	Site	Site	Site	Site
	Calabasas	Freedom	Hall District	H A Hyde	Ohlone	
Total number of proposed preschoolers	23	42	22	23	23	
Total number of proposed infants/toddlers	19	0	20	19	19	
Total number of children	42	42	42	42	42	
Number of classes	3	2	3	3	3	
Number of operating hours of class	12	12	12	12	12	
Number of operating days per week	5	5	5	5	5	
Number of operating days per year	110	110	110	110	110	
Start Date						
End Date	5/4/2010	5/4/2010	5/4/2010	5/4/2010	5/4/2010	5/4/2010
Child Days of Enrollment for preschool children	10/13/2010	10/13/2010	10/13/2010	10/13/2010	10/13/2010	10/13/2010
Child Days of Enrollment for Infant/Toddler children	2530	4620	2420	2530	2530	
Number of home visits per child per year	2090	0	2200	2090	2090	
Number of hours per home visit	2	2	2	2	2	
Typical number of hours of teacher employment per week	1.5	1.5	1.5	1.5	1.5	
	35	35	35	35	35	

Family Child Care Home (FCCH)

Total number of proposed preschoolers	257
Total number of proposed infants/toddlers	255
Total number of children	512
Estimated Number of Family Child Care Homes	71
Number of operating days per year	118
Start Date	5/4/2010
End Date	10/19/2010
Child Days of Enrollment for preschool children	30326
Child Days of Enrollment for Infant/Toddler children	30090
Number of home visits per child per year	1
Number of hours per home visit	1.5

722	Total # of children
44956	Total CDA preschoolers
57840	Total adjusted CDA Infants/Toddlers
102796	Total CDA
87377	Total CDA @ 85% of attendance

**CENTRAL CALIFORNIA MIGRANT HEAD START  
MIGRANT HEAD START**

**Basic Funds**

**March 1, 2010 - February 28, 2011**

*Delegate Agency: Pajaro Unified School District*

<b>6a Personnel/ # of Staff</b>	<b>Title</b>	<b>Daily Rate</b>	<b># of Days</b>	<b>%</b>	<b>Allocated Budget</b>
1	Program Director	\$432.07 /day	205	100%	\$ 88,574
1	Program Operations Coordinator	\$294.92 /day	215	100%	\$ 63,408
1	Child Development Coordinator	\$286.28 /day	215	100%	\$ 61,550
1	Family Child Care Home Coordinator	\$287.59 /day	215	100%	\$ 61,832
1	Health/Disabilities Coordinator	\$395.93 /day	215	100%	\$ 85,125
1	Family /Community Services Coordinator	\$279.25 /day	205	100%	\$ 57,246
1	Nutrition Coordinator	\$283.55 /day	66	100%	\$ 18,714
2	Parent Involvement Coordinators	\$290.18 /day	205	100%	\$ 118,974
1	Speech/Language Therapist	\$366.88 /day	72	100%	\$ 26,415
7	FOCH Specialists	\$168.80 /day	145	100%	\$ 171,335
5	Site Supervisors	\$196.68 /day	133	100%	\$ 130,791
2	Infant/Toddler Teachers	\$88.67 /day	124	100%	\$ 21,990
1	Infant/Toddler Teachers	\$91.33 /day	124	100%	\$ 11,325
5	Infant/Toddler Teachers	\$96.89 /day	124	100%	\$ 60,072
3	Infant/Toddler Teachers	\$103.68 /day	124	100%	\$ 38,569
2	Infant/Toddler Teachers	\$105.88 /day	124	100%	\$ 26,258
1	Infant/Toddler Teachers	\$120.44 /day	124	100%	\$ 14,935
1	Infant/Toddler Teachers	\$127.13 /day	124	100%	\$ 15,764
1	Infant/Toddler Teachers	\$133.83 /day	124	100%	\$ 16,595
6	Infant/Toddler Teachers	\$140.54 /day	124	100%	\$ 104,562
1	Infant/Toddler Teachers	\$147.23 /day	124	100%	\$ 18,257
1	Infant/Toddler Teachers	\$167.34 /day	124	100%	\$ 20,750
1	Preschool Teacher	\$91.83 /day	124	100%	\$ 11,387
2	Preschool Teachers	\$100.34 /day	124	100%	\$ 24,864
3	Preschool Teachers	\$103.35 /day	124	100%	\$ 38,446
2	Preschool Teachers	\$109.64 /day	124	100%	\$ 27,191
1	Preschool Teacher	\$135.61 /day	124	100%	\$ 16,816
1	Preschool Teacher	\$142.75 /day	124	100%	\$ 17,701
1	Preschool Teacher	\$153.47 /day	124	100%	\$ 19,030
1	Preschool Teacher	\$182.07 /day	124	100%	\$ 22,577
32	Teachers (transition)	\$28.36 /day	5	100%	\$ 4,538
5	Instructional Assistants	\$92.99 /day	118	100%	\$ 54,864
1	Instructional Assistant (Special Needs)	\$92.99 /day	118	100%	\$ 10,973
3	Instructional Assistants	\$97.69 /day	118	100%	\$ 34,562
4	Instructional Assistants	\$102.72 /day	118	100%	\$ 48,484
3	Parent Ed. Specialists (FSWs)	\$116.17 /day	163	100%	\$ 56,807
					\$ 5,845,150
					\$ <u>2,253,800</u>
					\$ 90,912

**MIGRANT HEAD START**  
**Basic Funds**  
**March 1, 2010 - February 28, 2011**

5	Parent Ed. Specialists (FSWs)	\$121.97 /day	x	163	days	x	100%	99,406
1	Parent Ed. Specialist (FSW)	\$128.26 /day	x	163	days	x	100%	20,906
3.5	Parent Ed. Specialists (FSWs)	\$128.26 /day	x	174	days	x	100%	78,110
4	Parent Ed. Specialists (FSWs)	\$134.74 /day	x	174	days	x	100%	93,779
1	Bilingual Office Assistant II	\$163.94 /day	x	200	days	x	100%	32,788
2	Data Entry Specialists	\$171.99 /day	x	215	days	x	100%	73,956
1	Administrative Secretary II	\$144.83 /day	x	215	days	x	100%	31,138
1	Administrative Secretary III	\$213.79 /day	x	205	days	x	100%	43,827
2.5	Custodians I	\$112.91 /day	x	160	days	x	100%	45,164
1	Lead Custodian II	\$204.31 /day	x	230	days	x	100%	46,991
1	Custodians (overtime)	\$0.00 /day	x	0	days	x	100%	6,000
1	Child care for meetings	\$8.50 /day	x	1276	days	x	100%	10,846
1	Substitutes	\$88.20 /day	x	562	days	x	100%	49,568
<b>6b Fringe Benefits</b>								
	Retirement (STRS)		#REF!	x	#REF!			#REF!
	Retirement (PERS)		#REF!	x	#REF!			#REF!
	Retirement (Other PERS)		#REF!	x	9.71%			#REF!
	Retirement (ARS)		#REF!	x	#REF!			#REF!
	Retirement (OPEB) Certificated		#REF!	x	#REF!			#REF!
	Retirement (OPEB) Classified		#REF!	x	#REF!			#REF!
	OASDI		#REF!	x	6.2%			#REF!
	Medicare		#REF!	x	#REF!			#REF!
	SUI		#REF!	x	#REF!			#REF!
	SUI (LEC)		#REF!	x	#REF!			#REF!
	Workers' Compensation		#REF!	x	#REF!			#REF!
	Health, Dental & Vision Insurance (including LTD)		#REF!	x	#REF!			#REF!
<b>6c Travel (Out of County)</b>								
	National MSHS Conference, and other regional training opportunities (MSPB-TAC 12); may include up to two FCCH Cluster Meetings	3 staff	x		\$1,800 /person	x	100%	5,400
	Coordinator Training (PITC or other training for content area experts)	3 staff	x		\$800 /person	x	100%	2,400
	Grantee sponsored Meetings/Training	5 staff	x		\$520 /person	x	100%	2,600
<b>6d Equipment (Over \$5,000/Unit)</b>								
<b>6e Equipment (Under \$5,000/Unit)</b>								

**\$ 10,400** \$ \_\_\_\_\_  
**\$ 5,000** \$ \_\_\_\_\_

**MIGRANT HEAD START  
Basic Funds  
March 1, 2010 - February 28, 2011**

Replacement office equipment

5,000

**6e Supplies**

**\$ 161,567**

Classroom (consumables and manipulatives)	180 children	x	\$130 /child	x	100%	23,400
Furnishings	10 classrooms	x	\$1,000 /classroom	x	100%	10,000
Feeding and diapering supplies	100 children	x	\$200 /child	x	100%	20,000
Health, mental health, first aid supplies						7,000
Sanitation supplies						10,700
Supplies for children with disabilities or special needs						2,900
Office supplies for centers						2,300
Office supplies (inc. duplication, paper, etc.)						24,000
Computer supplies and licenses						8,000
Training supplies						16,555
Parent involvement/meeting supplies						22,242
Local committee activities (parents)						7,370
Center employee morale/safety program						2,100
Other employee morale						5,000

**6f Contracts**

**\$ 1,555,113**

FCCH Preschoolers	x	269	\$26 /child	x	children	x	118	days x 91% attendance	751,016
FCCH Infants/Toddlers	x	234	\$31 /child	x	children	x	118	days x 91% attendance	778,935
FCCH Disabilities/Medical Reimbursements									3,000
FCCH Qualification-base rate enhancement									22,163

**6g Construction, Repairs/Renovations**

**\$ -**

**6h Other**

**\$ 290,374**

Child accident liability insurance									6,000
Uninsured property loss									5,000
Licensing fees									2,400
Association fees									1,500
Audiometer/lypanometer calibration									2,500
Copier maintenance									9,996
Parent Mileage and Child Care Reimbursements									
Policy Committee Training Meetings (officials)			\$35.00 /day	x	50	officials			1,750
Policy Council Grantee/Delegate			\$70.00 /meeting	x	30	reimbursements			2,100



**MIGRANT HEAD START  
Basic Funds  
March 1, 2010 - February 28, 2011**

<u>Participation at each eligible level</u>									
Self-Assessment	\$70 /day	x	5	days	x	7	parents		2,450
HAC Meeting	\$35 /meeting	x	2	meetings	x	4	parents		280
Regular PC Meetings	\$35 /meeting	x	6	meetings	x	18	members		3,780
PC Executive Meetings	\$35 /meeting	x	5	meetings	x	5	members		875
Participation in interviews/FCCH selection	\$70 /day	x	15	days					1,050
Educational supplies selection	\$70 /day	x	3	parents					210
Parent Involvement Consultant	\$350 /session	x	6	sessions					2,100
First Aid/CPR training for parents	\$50.00 /parent	x	30	parents					1,500
Family Recruitment									5,000
Printing Costs									5,000
Local travel/mileage reimbursement	\$0.55 /mile	x	20000	miles					11,000
Travel/mileage reimbursement (other counties)	\$0.55 /mile	x	3165	miles					1,741
Food	\$4.59 /child	x	110	days	x	180	children		90,912
gas and Oil									5,000
Children's dental and medical expenses									16,000
Telephone costs	\$38 /month	x	16	phones	x	12	months		7,296
Ongoing building/playground maintenance									20,000
District office rent	\$5,919.58 /month	x	12	months					71,035
Meeting rooms rent									3,000
Food (non-reimbursed snack)	\$0.75 /child	x	180	children	x	110	days		14,850
Staff meals with children	\$3.25 /staff	x	40	staff	x	110	days		14,300
Postage									1,000
Vehicle maintenance and repairs									14,000
Mental health consultants	\$60.00 /hour	x	140	hours					8,400
Child development consultants	\$500.00 /day	x	18	days					9,000
Speech/OT Therapy services	\$120.00 /hour	x	20	hours					2,400
Disabilities consultant	\$320.00 /day	x	24	days					7,680
CPR/First Aid for staff	\$50.00 /person	x	60	staff					3,000
Car seat installation instructors	\$1,000.00 /person	x	2	instructors					2,000
Translators/interpreters									10,000
Child development enhancement-coursework; permits and tutorial assistance									4,181
Medical services for substitutes and volunteers									1,000
Staff recruitment/advertising									10,000

**REFI \$ 90,912**

<b>61 Indirect</b>	\$ 210,722	\$ -
March-June (3.92%) = 25% of total budget	\$ 55,122	
July-February (3.68%) = 75% of total budget	\$ 155,600	

**MIGRANT HEAD START**  
**Basic Funds**  
**March 1, 2010 - February 28, 2011**

Budget Amount: #REF! \$ 90,912  
(Over) / Under Budget: #REF! \$ -

Example:

<b>CCFP Breakfast Reimbursement Projections:</b>	
110 days x 180 children x 85% attendance x \$1.6234 reimb rate (free) =	\$ 27,322
<b>CCFP Lunch Reimbursement Projections:</b>	
110 days x 180 children x 85% attendance x \$3.0384 reimb rate (free) =	\$ 51,136
<b>CCFP Snack Reimbursement Projections:</b>	
110 days x 180 children x 85% attendance x \$0.74 reimb rate (free) =	\$ 12,454
<b>Total CCFP Projections:</b>	
	<b>\$ 90,912</b>

* Detail of Out of County Travel																																					
<p>Out of Area Travel is dependent upon opportunities provided by MSPB, TAC-12, The Grantee, as well as other organizations which offer Head Start related training or meetings (for example: A training opportunity may be available for an incoming Health/Disabilities Coordinator through region IX Head Start or TAC-12). Alternately the Child Development Coordinator may attend a "Trainer of Trainers" Program for Infant/Toddler Caregivers depending upon work schedule availability and location. PVUSD has offered to host at least one FCCH Forum per year but is allowing for a maximum of 2 FCCH Forum trips for two program staff.</p>																																					
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**CENTRAL CALIFORNIA MIGRANT HEAD START  
MIGRANT HEAD START  
Training and Technical Assistance Funds  
March 1, 2010 - February 28, 2011**

*Delegate Agency: Pajaro Unified School District*

				<b>Budget: \$ 27,880</b>
<b>6a</b>	<b>Personnel</b>			<b>\$ _____ -</b>
<b>6b</b>	<b>Fringe Benefits</b>			<b>\$ _____ -</b>
<b>6c</b>	<b>Travel (Out of County)</b>			<b>\$ <u>5,400</u></b>
	National MSHS conference and/or other regional training opportunities; may include up to two MSHS FCCH cluster meetings	3	x	\$ 5,400
			\$1,800 /person	
<b>6d</b>	<b>Equipment (Over \$5000/Unit)</b>			<b>\$ _____ -</b>
<b>6e</b>	<b>Equipment (Under \$5000/Unit)</b>			<b>\$ _____ -</b>
<b>6e</b>	<b>Supplies</b>			<b>\$ <u>5,225</u></b>
	Improve the use of the creative curriculum model			\$ 1,500
	Desired Results Developmental Profile - Revised 2			\$ 1,090
	Adapt and implement the second step curriculum			\$ 1,335
	The grieving process for parents of children with special needs			\$ 1,300
<b>6f</b>	<b>Contracts</b>			<b>\$ _____ -</b>
<b>6g</b>	<b>Construction, Repairs/Renovations</b>			<b>\$ _____ -</b>
<b>6h</b>	<b>Other</b>			<b>\$ <u>16,250</u></b>
	First Aid/CPR Certification Training for staff	15	x	\$ 750
	Cabrillo College CAEYC conference and other local trainings			\$ 2,000
	<b>Consultants:</b>			
	Understanding children with behavior/emotional issues			\$ 2,000
	Asthma care			\$ 1,500
	Mixteco/indigenous culture			\$ 2,000
	Shared Governance/Planning			\$ 8,000
<b>6i</b>	<b>Indirect</b>	0	x	<b>\$ <u>1,005</u></b>
	March-June (3.92%) = 25% of total budget			\$ 263
	July-February (3.68%) = 75% of total budget			\$ 742
			0.00%	
				Funded Amount: \$ 27,880
				(Over) / Under Budget: \$ _____ -

**CENTRAL CALIFORNIA MIGRANT HEAD START  
MIGRANT HEAD START**

Non - Federal Share  
March 1, 2010 - February 28, 2011

*Delegate Agency: Pajaro Unified School District*

**Budget \$ 1,468,258**

**6e Supplies**

**\$ 17,999**

Donated food \$ 15,000  
Donated supplies \$ 2,999

**6f Contracts**

**\$ 887,790**

FCCH Differential - Infants/Toddlers (Santa Cruz County) 204 children x \$16.44/day 118 days \$ 360,127  
FCCH Differential - Preschoolers (Santa Cruz County) 204 children x \$18.32/day 118 days \$ 401,309  
FCCH Differential - Infants/Toddlers (Monterey County) 30 children x \$10.71/day 118 days \$ 34,501  
FCCH Differential - Preschoolers (Monterey County) 65 children x \$13.16/day 118 days \$ 91,853  
Total children in FCCH 503  
*Total differential represents 91% of attendance*

**6h Personnel**

**#REF!**

Volunteer hours Rate #REF! /hour x 6622 hours #REF!

**6h Non-Personnel**

**\$ 424,467**

**Food**

State portion USDA/CCFP for children's breakfast and lunch 180 children \$.19/meal 110 days 3,423  
*Total state portion represents 91% of attendance in centers*

<b>Space</b>	<b>Monthly Rent</b>	<b>Months</b>	
Calabasas	\$ 5,889	12	\$ 70,668
Freedom	\$ 6,780	12	\$ 81,360
Hall District	\$ 4,712	12	\$ 56,544
H A Hyde	\$ 9,113	12	\$ 109,356
Ohlone	\$ 8,593	12	\$ 103,116

Funded Amount #REF!  
(Over) / Under Budget: #REF!

**CENTRAL CALIFORNIA MIGRANT HEAD START  
MIGRANT HEAD START  
Administrative  
March 1, 2010 - February 28, 2011**

Delegate Agency: *Pajaro Unified School District*

Budget: **#REF!**

6a Personnel	Basic Amount	Admin Rate	<b>\$ 231,510</b>
Program Director	88,574	100%	88,574
Program Operations Coordinator	63,408	100%	63,408
Child Development Coordinator	61,550	50%	30,776
Site Supervisors	130,791	10%	13,050
Bilingual Office Assistant II	32,768	15%	4,915
Data Entry Specialists	73,956	15%	11,096
Administrative Secretary II	31,136	20%	6,234
Administrative Secretary III	43,627	20%	8,765
Lead Custodian II	46,991	10%	4,702
<b>6b Fringe Benefits</b>			<b>#REF!</b>
Retirement (STRS)	#REF!	x 10.27%	#REF!
Retirement (PERS)	#REF!	x 10.27%	#REF!
Retirement (Other PERS)	#REF!	x 10.27%	#REF!
Retirement (ARS)	#REF!	x 10.27%	#REF!
Retirement (OPEB) Certificated	#REF!	x 10.27%	#REF!
Retirement (OPEB) Classified	#REF!	x 10.27%	#REF!
OASDI	#REF!	x 10.27%	#REF!
Medicare	#REF!	x 10.27%	#REF!
SUI	#REF!	x 10.27%	#REF!
SUI (LEC)	#REF!	x 10.27%	#REF!
Workers' Compensation	#REF!	x 10.27%	#REF!
Health, Dental & Vision Insurance (Including LTD)	#REF!	x 10.27%	#REF!
<b>6c Travel (Out of County)</b>			<b>\$ 3,223</b>
National MSHS Conference, and other regional training opportunities (MSPB-TAC 12); may include up to two FCCH Cluster Meetings	5400	x 33%	1,781
Coordinator Training (PITC or other training for content area experts)	2400	x 33%	792
Grantee sponsored Meetings/Training	2600	x 25%	650
<b>6d Equipment (Over \$5000/Unit)</b>			<b>\$ -</b>
<b>6e Equipment (Under \$5000/Unit)</b>			<b>\$ 5,000</b>
Replacement office equipment	5,000	100%	5,000
<b>6f Supplies</b>			<b>\$ 9,600</b>
Office supplies (inc. duplication, paper, etc.)	24,000	30%	7,200
Computer supplies and licenses	8,000	30%	2,400
<b>6g Contracts</b>			<b>\$ -</b>
<b>6h Construction, Repairs/Renovations</b>			<b>\$ -</b>
<b>6i Other</b>			<b>\$ 18,006</b>
Child accident liability insurance	6,000	5%	299
Licensing fees	2,400	5%	120
Association fees	1,500	100%	1,498
Copier maintenance	9,996	30%	2,999
Printing costs	5,000	10%	500
Local travel/mileage reimbursements	11,000	10%	1,100
Gas and Oil	5,000	5%	250
Telephone costs	7,296	20%	1,459
Ongoing building/playground maintenance	20,000	16%	2,000
District office rent	71,035	10%	7,080
Vehicle maintenance and repairs	14,000	5%	700
<b>6j Indirect cost</b>	0	100%	<b>\$ 211,727</b>
March-June (3.92%) = 25% of total budget	(1,468,258-1,412,873)		\$ 65,385
July-February (3.69%) = 75% of total budget	(4,404,772-4,248,430)		\$ 156,342

**Administrative Rate Calculation:**

Basic	\$ 5,845,150
T&TA	\$ 27,880
Non-Federal	\$ 1,468,258
Total Funding	\$ 7,341,288
Admin. Total	#REF!
Divided by Total Funding	7,341,288
Admin. %	#REF!
Maximum Admin Rate Allowed	9.00%
Maximum Admin Budget Allowed	\$ 660,716

**Board Agenda Back-up**

Item #

10.8

**DATE:** November 19, 2009

**ITEM:** Migrant & Seasonal Head Start Refunding Application:  
Goals and Objectives for March 1, 2010 – February 28, 2011

**OVERVIEW:** This is an update to last year's Major Refunding Application, which requires written planning for both short and long-term goals and objectives for 2008-2011. The Program offers comprehensive child development services for twelve (12) hours per day, five days per week during the peak agricultural period (May through mid-October) for more than 700 children each year. The Program arranges for children to receive a wide range of health & nutrition-related services, including services for children with disabilities. Many support services are provided to families. 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 2010-11 Updated Goals and Objectives for Migrant & Seasonal Head Start's Annual Refunding Application

**BUDGET CONSIDERATIONS**


**Funding Source:**

U.S. Department of Health and Human Services via Grantee (Central California Migrant Head Start/Stanslaus County Office of Education)

**Budgeted:** Yes      No  
\$5.87 million

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

**Superintendent's Signature**

 (AS)

**CENTRAL CALIFORNIA MIGRANT HEAD START  
MIGRANT HEAD START  
Basic Funds  
March 1, 2010 - February 28, 2011**

Delegate Agency: Pajaro Unified School District

6a Personnel # of Staff	Title	Daily Rate	# of Days	%	Allocated Budget
1	Program Director	\$432.07 /day	205	100%	88,574
1	Program Operations Coordinator	\$294.92 /day	215	100%	63,408
1	Child Development Coordinator	\$286.28 /day	215	100%	61,550
1	Family Child Care Home Coordinator	\$287.59 /day	215	100%	61,832
1	Health/Disabilities Coordinator	\$395.93 /day	215	100%	85,125
1	Family/Community Services Coordinator	\$279.25 /day	205	100%	57,246
1	Nutrition Coordinator	\$263.55 /day	66	100%	18,714
2	Parent Involvement Coordinators	\$290.18 /day	205	100%	118,974
1	Speech/Language Therapist	\$366.88 /day	72	100%	26,415
7	FCCH Specialists	\$168.80 /day	145	100%	171,335
5	Site Supervisors	\$196.68 /day	133	100%	130,791
2	Infant/Toddler Teachers	\$88.67 /day	124	100%	21,990
1	Infant/Toddler Teachers	\$91.33 /day	124	100%	11,325
5	Infant/Toddler Teachers	\$96.69 /day	124	100%	60,072
3	Infant/Toddler Teachers	\$103.68 /day	124	100%	38,569
2	Infant/Toddler Teachers	\$105.88 /day	124	100%	26,258
1	Infant/Toddler Teachers	\$120.44 /day	124	100%	14,935
1	Infant/Toddler Teachers	\$127.13 /day	124	100%	15,764
1	Infant/Toddler Teachers	\$133.83 /day	124	100%	16,595
6	Infant/Toddler Teachers	\$140.54 /day	124	100%	104,562
1	Infant/Toddler Teachers	\$147.23 /day	124	100%	18,257
1	Infant/Toddler Teachers	\$167.34 /day	124	100%	20,750
1	Preschool Teacher	\$91.63 /day	124	100%	11,387
2	Preschool Teachers	\$100.34 /day	124	100%	24,884
3	Preschool Teachers	\$103.35 /day	124	100%	38,446
2	Preschool Teachers	\$109.64 /day	124	100%	27,191
1	Preschool Teacher	\$135.61 /day	124	100%	16,816
1	Preschool Teacher	\$142.75 /day	124	100%	17,701
1	Preschool Teacher	\$153.47 /day	124	100%	19,030
1	Preschool Teacher	\$182.07 /day	124	100%	22,577
32	Teachers (transition)	\$28.36 /day	5	100%	4,538
5	Instructional Assistants	\$92.99 /day	118	100%	54,864
1	Instructional Assistant (Special Needs)	\$82.99 /day	118	100%	10,973
3	Instructional Assistants	\$87.69 /day	118	100%	34,582
4	Instructional Assistants	\$102.72 /day	118	100%	48,484
3	Parent Ed. Specialists (FSWs)	\$116.17 /day	163	100%	56,807
					\$ 5,945,150 \$ 90,912
					\$ 2,253,800 \$ -

**MIGRANT HEAD START**

**Basic Funds**

**March 1, 2010 - February 28, 2011**

5	Parent Ed. Specialists (FSWs)	\$121.97 /day	x	163	days	x	100%	99,406
1	Parent Ed. Specialist (FSW)	\$128.26 /day	x	163	days	x	100%	20,906
3.5	Parent Ed. Specialists (FSWs)	\$128.26 /day	x	174	days	x	100%	78,110
4	Parent Ed. Specialists (FSWs)	\$134.74 /day	x	174	days	x	100%	93,779
1	Bilingual Office Assistant II	\$163.94 /day	x	200	days	x	100%	32,788
2	Data Entry Specialists	\$171.99 /day	x	215	days	x	100%	73,956
1	Administrative Secretary II	\$144.83 /day	x	215	days	x	100%	31,138
1	Administrative Secretary III	\$213.79 /day	x	205	days	x	100%	43,827
2.5	Custodians I	\$112.91 /day	x	160	days	x	100%	45,164
1	Lead Custodian II	\$204.31 /day	x	230	days	x	100%	46,991
1	Custodians (overtime)	\$0.00 /day	x	0	days	x	100%	6,000
1	Child care for meetings	\$8.50 /day	x	1276	days	x	100%	10,846
1	Substitutes	\$88.20 /day	x	562	days	x	100%	49,568

**6b Fringe Benefits** **\$ 1,358,174 \$**

Retirement (STRS)	\$ 1,094,190.00	x	8.25%	90,271
Retirement (PERS)	\$ 930,198.00	x	16.71%	155,436
Retirement (Other PERS)	\$ 23,810.00	x	9.71%	2,312
Retirement (ARS)	\$ 199,692.00	x	1.30%	2,595
Retirement (OPEB) Certified	\$ 269,202.00	x	3.18%	8,871
Retirement (OPEB) Classified	\$ 514,921.00	x	3.31%	17,043
OASDI	\$ 1,124,413.00	x	6.2%	69,714
Medicare	\$ 2,253,800.00	x	1.45%	32,680
SUI	\$ 2,253,800.00	x	0.30%	6,761
SUI (LEC)	\$ 1,469,677.00	x	5.54%	81,420
Workers' Compensation	\$ 2,253,800.00	x	2.40%	54,091
Health, Dental & Vision Insurance (including LTD)	\$837,280			837,280

**6c Travel (Out of County)** **\$ 10,400 \$**

National MSHS Conference, and other regional training opportunities (MSPB-TAC 12); may include up to two FCCH Cluster Meetings	3 staff	x	\$1,800 /person	5,400
Coordinator Training (PTTC or other training for content area experts)	3 staff	x	\$800 /person	2,400
Grantee sponsored Meetings/Training	5 staff	x	\$520 /person	2,600

**6d Equipment (Over \$5,000/Unit)** **\$ - \$**

**6e Equipment (Under \$5,000/Unit)** **\$ 5,000 \$**



**MIGRANT HEAD START  
Basic Funds  
March 1, 2010 - February 28, 2011**

Replacement office equipment									5,000	
<b>6e Supplies</b>									<u>\$ 161,567</u>	\$ -
Classroom (consumables and manipulatives)	180 children	x							23,400	
Furnishings	10 classrooms	x		\$1,000 /classroom	x			100%	10,000	
Feeding and diapering supplies	100 children	x		\$200 /child	x			100%	20,000	
Health, mental health, first aid supplies									7,000	
Sanitation supplies									10,700	
Supplies for children with disabilities or special needs									2,900	
Office supplies for centers									2,300	
Office supplies (inc. duplication, paper, etc.)									24,000	
Computer supplies and licenses									8,600	
Training supplies									16,555	
Parent involvement/meeting supplies									22,242	
Local committee activities (parents)									7,370	
Center employee morale/safety program									2,100	
Other employee morale									5,600	
<b>6f Contracts</b>									<u>\$ 1,555,113</u>	\$ -
FCCH Preschoolers		x	269			children	x	118 days x 91% attendance	751,016	
FCCH Infants/Toddlers		x	234			children	x	118 days x 91% attendance	778,935	
FCCH Disabilities/Medical Reimbursements									3,000	
FCCH Qualification-base rate enhancement									22,163	
<b>6g Construction, Repairs/Renovations</b>									<u>\$ -</u>	\$ -
<b>6h Other</b>									<u>\$ 290,374</u>	<u>\$ 90,912</u>
Child accident liability insurance									6,000	
Uninsured property loss									5,000	
Licensing fees									2,400	
Association fees									1,500	
Audiometer/panometer calibration									2,500	
Copier maintenance									9,996	
<u>Parent Mileage and Child Care Reimbursements</u>				\$	833 /month		x	12 months		
Policy Committee Training Meetings (officials)				\$35.00 /day			x	50 officials	1,750	
Policy Council Grantee/Delegate				\$70.00 /meeting			x	30 reimbursements	2,100	

**MIGRANT HEAD START**  
**Basic Funds**  
**March 1, 2010 - February 28, 2011**

<u>Participation at each eligible level</u>									
Self-Assessment	\$70 /day	x	5	days	x	7	parents		2,450
HAC Meeting	\$35 /meeting	x	2	meetings	x	4	parents		280
Regular PC Meetings	\$35 /meeting	x	6	meetings	x	18	members		3,780
PC Executive Meetings	\$35 /meeting	x	5	meetings	x	5	members		875
Participation in interviews/FCH selection	\$70 /day	x	15	days					1,050
Educational supplies selection	\$70 /day	x	3	parents					210
Parent Involvement Consultant	\$350 /session	x	6	sessions					2,100
First Aid/CPR training for parents	\$50.00 /parent	x	30	parents					1,500
Family Recruitment									5,000
Printing Costs									5,000
Local travel/mileage reimbursement	\$0.55 /mile	x	20000	miles					11,000
Travel/mileage reimbursement (other counties)	\$0.55 /mile	x	3165	miles					1,741
Food	\$4.59 /child	x	110	days	x	180	children		90,912
gas and Oil									5,000
Children's dental and medical expenses									16,000
Telephone costs	\$38 /month	x	16	phones	x	12	months		7,296
Ongoing building/playground maintenance									20,000
District office rent	\$3,919.58 /month	x	12	months					71,035
Meeting rooms rent									3,000
Food (non-reimbursed snack)	\$0.75 /child	x	180	children	x	110	days		14,850
Staff meals with children	\$3.25 /staff	x	40	staff	x	110	days		14,300
Postage									1,000
Vehicle maintenance and repairs									14,000
Mental health consultants	\$60.00 /hour	x	140	hours					8,400
Child development consultants	\$500.00 /day	x	18	days					9,000
Speech/OT Therapy services	\$120.00 /hour	x	20	hours					2,400
Disabilities consultant	\$320.00 /day	x	24	days					7,680
CPR/First Aid for staff	\$50.00 /person	x	60	staff					3,000
Car seat installation instructors	\$1,000.00 /person	x	2	instructors					2,000
Translators/interpreters									10,000
Child development enhancement-coursework, permits and tutorial assistance									4,181
Medical services for substitutes and volunteers									1,000
Staff recruitment/advertising									10,000
<b>Direct Costs</b>									<b>\$ 5,634,428</b>
<b>61 Indirect</b>									<b>\$ 210,722</b>
March-June (3.92%) = 25% of total budget									\$ 55,122
July-February (3.68%) = 75% of total budget									\$ 155,600

MIGRANT HEAD START  
Basic Funds

March 1, 2010 - February 28, 2011

Budget Amount: \$ 5,845,150 \$ 50,912  
(Over) / Under Budget: \$ (0) \$ -

Example:

<u>CCFP Breakfast Reimbursement Projections:</u>	
110 days x 180 children x 85% attendance x \$1.6234 reimb rate (free) =	\$ 27,322
<u>CCFP Lunch Reimbursement Projections:</u>	
110 days x 180 children x 85% attendance x \$3.0384 reimb rate (free) =	\$ 51,136
<u>CCFP Snack Reimbursement Projections:</u>	
110 days x 180 children x 85% attendance x \$0.74 reimb rate (free) =	\$ 12,454
<b>Total CCFP Projections:</b>	<b>\$ 90,912</b>

<p>* Detail of Out of County Travel</p> <p>Out of Area Travel is dependent upon opportunities provided by MSPB, TAC-12, The Grantee, as well as other organizations which offer Head Start related training or meetings (for example: A training opportunity may be available for an incoming Health/Disabilities Coordinator through region IX Head Start or TAC-12). Alternately the Child Development Coordinator may attend a "Trainer of Trainers" Program for Infant/Toddler Caregivers depending upon work schedule availability and location. PVUSD has offered to host at least one FCCH Forum per year but is allowing for a maximum of 2 FCCH Forum trips for two program staff.</p>	
<p><u>National MSHS Conference*</u></p> <p>Registration Fees 900</p> <p>Flight (\$300/person) 900</p> <p>Mileage (137 of miles x \$0.55) 75</p> <p>Parking (\$15.00 per day x 6 days) 90</p> <p>Lodging (\$175 per night x 5 nights) 2625</p> <p>Per Diem (\$45/person per day x 6 days) 810</p> <p>Incidentals 0</p> <p>Total \$5,400</p>	<p><u>Coordinator Training</u></p> <p>Registration Fees 900</p> <p>Flight (\$275.00/person) 825</p> <p>Mileage (140 of miles x \$0.55) 77</p> <p>Parking (\$18.00 per day x 2 days) 36</p> <p>Lodging (\$82.00 per night x 2 nights) 492</p> <p>Per Diem (\$45/person per day x 2 days) 270</p> <p>Incidentals 0</p> <p>Total \$2,600.00</p>
<p><u>Grantee Sponsored Meetings/Trainings</u></p> <p>Mileage (2100 of miles x \$0.55) 1155</p> <p>Parking (\$18.00 per day x 5 days) 90</p> <p>Per Diem (\$45/person per day x 5 days) 675</p> <p>Incidentals 480</p> <p>Total \$2,400</p>	

CENTRAL CALIFORNIA MIGRANT HEAD START  
MIGRANT HEAD START  
Non - Federal Share  
March 1, 2010 - February 28, 2011

Delegate Agency: Pajaro Unified School District

				<b>Budget</b>	<b>\$ 1,468,258</b>
<b>6e Supplies</b>					<b><u>\$ 17,999</u></b>
Donated food					\$ 15,000
Donated supplies					\$ 2,999
<b>6f Contracts</b>					<b><u>\$ 887,790</u></b>
FCCH Differential - Infants/Toddlers (Santa Cruz County)	204	children	x \$16.44/day	118 days	\$ 360,127
FCCH Differential - Preschoolers (Santa Cruz County)	204	children	x \$18.32/day	118 days	\$ 401,309
FCCH Differential - Infants/Toddlers (Monterey County)	30	children	x\$10.71/day	118 days	\$ 34,501
FCCH Differential - Preschoolers (Monterey County)	65	children	x\$13.16/day	118 days	\$ 91,853
Total children in FCCH	503				
<i>Total differential represents 91% of attendance</i>					
<b>6h Personnel</b>					<b><u>\$ 138,002</u></b>
	Rate				
Volunteer hours	\$20.84 /hour	x 6622	hours		138,002
<b>6h Non-Personnel</b>					<b><u>\$ 424,467</u></b>
<b>Food</b>					
State portion USDA/CCFP for children's breakfast and lunch	180 children	\$.19/meal		110 days	3,423
<i>Total state portion represents 91% of attendance in centers</i>					
<b>Space</b>	<b>Monthly Rent</b>	<b>Months</b>			
Calabasas	\$ 5,889	12		\$	70,668
Freedom	\$ 6,780	12		\$	81,360
Hall District	\$ 4,712	12		\$	56,544
H A Hyde	\$ 9,113	12		\$	109,356
Ohlone	\$ 8,593	12		\$	103,116
				Funded Amount	\$ 1,468,258
				(Over) / Under Budget:	<u>\$ (0)</u>

**CENTRAL CALIFORNIA MIGRANT HEAD START  
MIGRANT HEAD START**

**Administrative**

**March 1, 2010 - February 28, 2011**

*Delegate Agency: Pajaro Unified School District*

**Budget: \$ 618,550**

<b>6a</b>	<b>Personnel</b>	<b>Basic Amount</b>	<b>Admin Rate</b>	<b><u>\$ 231,510</u></b>
	Program Director	88,574	100%	88,574
	Program Operations Coordinator	63,408	100%	63,408
	Child Development Coordinator	61,550	50%	30,776
	Site Supervisors	130,791	10%	13,050
	Bilingual Office Assistant II	32,788	15%	4,915
	Data Entry Specialists	73,956	15%	11,086
	Administrative Secretary II	31,138	20%	6,234
	Administrative Secretary III	43,827	20%	8,765
	Lead Custodian II	46,991	10%	4,702
<b>6b</b>	<b>Fringe Benefits</b>			<b><u>\$ 139,484</u></b>
	Retirement (STRS)	\$ 90,271 x	10.27%	9,271
	Retirement (PERS)	\$ 155,436 x	10.27%	15,963
	Retirement (Other PERS)	\$ 2,312 x	10.27%	237
	Retirement (ARS)	\$ 2,595 x	10.27%	267
	Retirement (OPEB) Certificated	\$ 8,571 x	10.27%	880
	Retirement (OPEB) Classified	\$ 17,043 x	10.27%	1,750
	OASDI	\$ 69,714 x	10.27%	7,160
	Medicare	\$ 32,680 x	10.27%	3,356
	SUI	\$ 6,761 x	10.27%	694
	SUI (LEC)	\$ 81,420 x	10.27%	8,362
	Workers' Compensation	\$ 54,091 x	10.27%	5,555
	Health, Dental & Vision Insurance (Including LTD)	\$ 837,280 x	10.27%	85,989
<b>6c</b>	<b>Travel (Out of County)</b>			<b><u>\$ 3,223</u></b>
	National MSHS Conference, and other regional training opportunities (MSPB-TAC 12); may include up to two FCCH Cluster Meetings	5400 x	33%	1,781
	Coordinator Training (PITC or other training for content area experts)	2400 x	33%	792
	Grantee sponsored Meetings/Training	2600 x	25%	650

<b>6d</b>	<b>Equipment (Over \$5000/Unit)</b>			<u>\$ -</u>
<b>6e</b>	<b>Equipment (Under \$5000/Unit)</b>			<u>\$ 5,000</u>
	Replacement office equipment	5,000	100%	5,000
<b>6e</b>	<b>Supplies</b>			<u>\$ 9,600</u>
	Office supplies (inc. duplication, paper, etc.)	24,000	30%	7,200
	Computer supplies and licenses	8,000	30%	2,400
<b>6f</b>	<b>Contracts</b>			<u>\$ -</u>
<b>6g</b>	<b>Construction, Repairs/Renovations</b>			<u>\$ -</u>
<b>6h</b>	<b>Other</b>			<u>\$ 18,006</u>
	Child accident liability insurance	6,000	5%	299
	Licensing fees	2,400	5%	120
	Association fees	1,500	100%	1,498
	Copier maintenance	9,996	30%	2,999
	Printing costs	5,000	10%	500
	Local travel/mileage reimbursements	11,000	10%	1,100
	Gas and Oil	5,000	5%	250
	Telephone costs	7,296	20%	1,459
	Ongoing building/playground maintenance	20,000	10%	2,000
	District office rent	71,035	10%	7,080
	Vehicle maintenance and repairs	14,000	5%	700
<b>6j</b>	<b>Indirect cost</b>	0	100%	<u>\$ 211,727</u>
	March-June (3.92%) = 25% of total budget	(1,468,258-1,412,873)		\$ 55,385
	July-February (3.68%) = 75% of total budget	(4,404,772-4,248,430)		\$ 156,342

Administrative Rate Calculation:

Basic	\$ 5,845,150
T&TA	\$ 27,880
Non-Federal	\$ 1,468,258
Total Funding	<u>\$ 7,341,288</u>
Admin. Total	\$ 618,550
Divided by Total Funding	7,341,288
Admin. %	8.43%
Maximum Admin Rate Allowed	9.00%
Maximum Admin Budget Allowed	\$ 660,716

## JUSTIFICATION FOR NON-FEDERAL SHARE VOLUNTEER RATE

Effective Date: 5/01/2010

\$10.54 Hourly Rate - Instructional Assistant (Lowest Rate)

\$1.09 Fringe Benefit Costs Per Hour

6.20%	FICA
1.45%	Medicare
2.40%	Workers' Comp.
0.30%	SUI
<u>10.35%</u>	Total Fringe Benefit Costs

\$9.21 Health Benefit Costs per Hour

\$ 8,695 Average seasonal  
118 divided by # days/year  
Based on Instructional Asst  
8 divided by # hours/day  
Based on Instructional Asst

\$1,739 X 5 months  
118 days x season

\$9.21 Hourly Rate

\$20.84 Hourly Volunteer Rate

\$10.54 Rate per Hour

\$10.30 Fringe benefit per Hour

\$20.84 Total Hourly Rate

HEAD START  MIGRANT/SEASONAL HEAD START  EARLY HEAD START  
**SUMMARY OF THE PROCESS FOR DEVELOPING  
PROGRAM GOALS AND OBJECTIVES**

Page 1 of 33

Program Year: 2010 -- 2011

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

DATE	ACTIVITY	PARTICIPANTS
2/20/09	Meeting with Grantee: Review and discuss progress on the request for reduction of children.	SCOE MSHS Director, Janet Orviscook; SCOE MSHS Coordinators, Richard Braun and Maria Fatima Castro; PVUSD Child Development Director, Kathy Lathrop; MSHS Program Director, Carole L. Clarke & PVUSD/MSHS Program Operations Coordinator, Angelica C. Renteria.
7/16/09	Policy Committee Meeting: Review and discuss Community Assessment results and determine dates, days and hours of operation for the 2010 season.	Policy Committee Members inc Community Rep; Board Liaisons; PVUSD Child Development Director; PVUSD Assistant Superintendent; Parent Involvement Coordinators, Program Operations Coordinator; MSHS Program Director.
8/13/09	Policy Committee Meeting: Review and discuss program priorities as a basis for the development of the 2010-2011 Program Goals and Objectives and request input.	Policy Committee Members inc. Community Rep; Board Liaison; Parent Involvement Coordinators, PVUSD Child Development Director; MSHS Program Director.
8/18/09	Management Team Meeting: Review and discuss program priorities as a basis for the development of the 2010-2011 Program Goals and Objectives and request input.	Management Team Members
8/28/09	Site Supervisor Meeting: Review and discuss program priorities as a basis for the development of the 2009-2010 Program Goals and Objectives and request input.	Site Supervisors; Child Development Coordinator, Program Operations Coordinator; Administrative Secretary III.
9/10/09	Meeting Early Childhood/Child Development Director for District administrative approval of the 2010-2011 Program Goals and Objectives	PVUSD Child Development Director; MSHS Program Director.
9/10/09	Policy Committee Meeting: Present, review, discuss and approve Program Goals and Objectives for the 2010-2011 Refunding Application.	Policy Committee Members inc. Community Rep; Board Liaisons; Parent Involvement Coordinators, MSHS Program Operations Coordinator; PVUSD Child Development Director; SCOE MSHS Coordinator; MSHS Program Director.
10/14/09 (tentative)	PVUSD Board Meeting: Present, review, discuss and approve Program Goals and Objectives for the 2010-2011 Refunding Application.	PVUSD Board of Trustees



HEAD START  MIGRANT/SEASONAL HEAD START  EARLY HEAD START  
PROGRAM GOALS AND OBJECTIVES

Program Year: 2010-2011

AGENCY: Pajaro Valley Unified School District

New  Carried Over  
 Progress Report as of 9/09/09

**GOAL # 1** To improve services for high-risk families/children (examples: parents in couple crisis, recent separation, custody dispute, domestic or other violence; CPS involvement, substance abuse; gang affiliation; incarcerated parent; recent death of nuclear family member; parent(s) whose dominant language is indigenous; parents with low literacy, little or no formal schooling; homeless or similar living circumstance; parents with children with serious-to-severe illness or illnesses affecting health status of others; children with suspected or diagnosed moderate-to-severe & children with multiple disabling conditions; children with serious behavior management issues; major parent disability; single parent without extended family support; families with least access to social/health agencies).

**OBJECTIVE # 1** Increase early detection of high-risk families/children to support early intervention

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED		COMMENTS
			Y	N	
1. Brainstorm early detection strategies with Family Service Workers and assigned Management Team members. Improve system to identify children/families that may be subject to multiple high-risk conditions.	Family & Community Service Coordinator and Health-Disabilities Coordinator	5-16-08	Y		There has been increased frequency of meetings between key Coordinators/Program Director to identify and discuss high-risk children/families. Family Service Workers were also asked to identify these children/families during the application/registration process.
2. Modify communication and record-keeping systems; as needed, request modification of COPA software.	Family & Community Service & Health-Disabilities Coordinator; assigned grantee COPA manager as above	10/30/10			Family Service Workers handling initial family/child intake information often need to transfer cases to other Family Service Workers for core season.
3. Repeat strategies/activities identified in #1 and #2, as needed.		2/15/11			Tailored approaches are required for different high-risk groups. Limited resources may extend completion time.

HEAD START  MIGRANT/SEASONAL HEAD START  EARLY HEAD START  
PROGRAM GOALS AND OBJECTIVES

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Program Year: 2010-2011

AGENCY: Pajaro Valley Unified School District

New  Carried Over  
 Progress Report as of 9/09/09

**GOAL # 1**

To improve services for high-risk families/children (Examples: Parents in couple crisis, recent separation, custody dispute, domestic or other violence, CPS involvement, substance abuse, gang affiliation, incarcerated parent, recent death of nuclear family member, parent(s) whose dominant language is indigenous, parents with low literacy, little or no formal schooling, homeless or similar living circumstance; parents with children with serious-to-severe illness or illnesses affecting health status of others; children with suspected or diagnosed moderate-to-severe & children with multiple disabling conditions; children with serious behavior management issues; major parent disability; single parent without extended family support; families with least access to social/health agencies).

**OBJECTIVE # 2** Improve child placement system for assigning children according to Program Option (Center versus Family Child Care Home) or at particular sites.

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y	COMPLETED 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.	Program Director & assigned Mgt. Team members	5-16-08	Y		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 Mgt. Team Members	2/15/09	Y		During peak enrollment period, key Coordinators meet frequently to review and discuss most appropriate placement options for high-risk children/families. This process is also done for children filling vacant slots.
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	3/1/08		N	Current enrollment policy specifies children will be enrolled in Family Child Care Home near parents' area of residence. Caution must be exercised not to exceed carrying capacity of any single child care environment. 2008 Season: No policy amendments have taken place but key Coordinators/Program Director have met frequently to accommodate specific placement situations. The Freedom Center has served as a geographically central location to handle a limited number of transfers of children from FCCH to center-based care.
4. Repeat strategies/activities outlined in #1 and #2, as needed	as above	2/28/11			

HEAD START  MIGRANT/SEASONAL HEAD START  EARLY HEAD START  
PROGRAM GOALS AND OBJECTIVES

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Program Year: 2010-2011

AGENCY: Pajaro Valley Unified School District

New  Carried Over  
 Progress Report as of 9/09/09

GOAL To improve services for high-risk families/children

# 1

OBJECTIVE # 3 Improve support services and parent education system for parents whose dominant language is indigenous

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y	COMPLETED N	COMMENTS
1. Brainstorm strategies with Family Service Workers, and Management staff to improve family support system.	Program Director; Mgt. Team	5-16-08	Y		Program needs to collect better data to improve family support system. (Please see comment below.)
2. Improve program ability to identify first and second language skills of parents	Family & Community Service Coordinator and Health Disabilities Coordinator; assigned grantee Coordinator/COP A manager	2/10/10		N	Program designed local parent survey to collect small amount of demographic data about Mexican indigenous language speakers (for example, community of origin, Spanish/indigenous language capabilities of each parent, level of schooling, etc.). In September 2009 there were 139 children of indigenous language speakers (20% of all children enrolled to date). Of this total, 45% speak <i>mixteco bajo</i> ; 28% speak <i>mixteco alto</i> , and 19% <i>zapoteco</i> ; 1% <i>purepecha</i> ; 2% more than one indigenous language. This distribution in indigenous languages represents an evolving trend. The Program wishes to have the grantee's software (COPA) capable of tracking individual family language characteristics to support family goals and produce reports to support the Community Assessment process.
3. Devise a series of culturally-compatible strategies to support families on health & social service needs and parent education activities.	Parent Involvement Coordinators; Policy Committee	2/28/11			Mixtec, zapotec, & other indigenous languages are rooted in oral rather than written tradition. Parent education & parent communication systems need to be designed to support parents who may have little formal schooling. Medical/social anthropology approach is needed to take into account differing belief systems regarding health care, child rearing practices, gender roles & cross-cultural adaptation.
4. Devise essential working vocabulary in principal indigenous language for basic parent/ family support staff communication.	Parent Involvement & Family & Community Services Coords.	2/28/09			This activity is being re-evaluated considering the evolving trend information cited in #2 above.
5. Devise essential working vocabulary in indigenous language for basic parent, staff/Provider communication.	Assigned Management Team members	2/28/11			

HEAD START     MIGRANT/SEASONAL HEAD START     EARLY HEAD START  
**PROGRAM GOALS AND OBJECTIVES**

Page 5 of 33

Program Year: 2010-2011

AGENCY: Pajaro Valley Unified School District

New     Carried Over  
 Progress Report as of 9/09/09

GOAL # 1: To improve services for high-risk families/children

OBJECTIVE #4: Improve case management system for high-risk families/children

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED		COMMENTS
			Y	N	
1. Explore strategies for assigning experienced Family Service Worker and/or FCCH Specialist staff to most high-risk families/children and/or providing supplementary support to less-skilled staff.	Assigned Management Team members	11/15/08	Y		When FSW caseloads were assigned this season, Coordination staff reviewed assignments to make sure they were reasonably well balanced between experienced staff members. Also, smaller caseloads were given to newer Family Service Workers.
2. Explore strategies for providing continuity of family support services to returning high-risk families/children via Family Services Workers and/or FCCH Specialists.	Assigned Management Team members	11/15/08	Y		There are many constraints for assignment of families to FSW's & FCCH Specialists, but for the highest-risk children/families, consideration was given to the caseload assignment process.
3. Repeat strategies/activities in #1 and #2, as needed.	as above	2/15/11			
4. Develop a series of specialized Family Partnership Agreements that automatically taken into account probable needs of high-risk families/children according to number/type of risk factors. As needed, request modification of grantee software (COPA) to manage Family Partnership Agreement data.	Assigned Management Team members	2/15/11			This approach is not intended to exclude parent-initiated family goals in areas unrelated to high risk factors, but is intended to offer early support or intervention services when needed and desired.

HEAD START  MIGRANT/SEASONAL HEAD START  EARLY HEAD START  
PROGRAM GOALS AND OBJECTIVES

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Program Year: 2010-2011

AGENCY: Pajaro Valley Unified School District

New  Carried Over  
 Progress Report as of 9/09/09

GOAL To improve services for high-risk families/children  
# 1

OBJECTIVE Improve case management system for high-risk families/children  
# 4

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED		COMMENTS
			Y	N	
5. Improve system for coordinating use of existing family/child plans established by other agencies and cross-referencing documentation. As needed, request modification of COPA software to facilitate electronic record-keeping process.	Assigned Management Team members; assigned grantee COPA manager	2/15/11			Example: There is not adequate coordination between existing goals written in IEP's/IFSP's and development of Family Partnership Agreements. Need is for streamlined documentation process that is user-friendly to FSW's.
6. Improve overall resource allocation of Family Service Worker time to families according to prioritized needs. Take into account length of season, FSW caseloads, Family Service Worker turnover, strengths & risk factors with cohorts of families.	Program Director & Assigned Management Team members	2/15/10			Length of season poses challenge to Family Service Workers to establish trust relationship, develop meaningful family goals, and continuously re-prioritize attention to families/children requiring intensive support.

HEAD START  MIGRANT/SEASONAL HEAD START  EARLY HEAD START  
PROGRAM GOALS AND OBJECTIVES

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Program Year: 2010-2011

AGENCY: Pajaro Valley Unified School District

New  Carried Over  
 Progress Report as of 9/09/09

GOAL # 2 Maintain balanced budget and adequate organizational structure in the face of escalating operating costs.

OBJECTIVE # 1 Adapt program design and organizational structure to meet financial and marketplace constraints.

SPECIFIC STRATEGIES ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y N	COMMENTS
1. On-going examination of organizational and/or service delivery structure.	Program Director, PVUSD Early Childhood/Child Dev. Director	As required by financial constraints	N	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 2010-11 budget year are not available at the time of writing of goals and objectives. A grantee/District analysis of the 2009-2010 refunding budget showed that only 8% 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 is awaiting a federal response to its 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 has kept PVUSD/MSHS apprised of its efforts. As necessary, a renewed submission may be pursued for 2010-2011.
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 2010-2011 budget.
3. Explore and/or Negotiate cost containment options involving District bargaining units.	PVUSD Early Childhood/Child Dev. Director; H.R. Department	3/30/10 & on-going cycle	N	Potential to collaborate with state-migrant funded program (focus Buena Vista Migrant Camp) will be explored further. PVUSD MSHS costs are greatly influenced by District bargaining unit contracts & other factors beyond its control.

HEAD START  MIGRANT/SEASONAL HEAD START  EARLY HEAD START  
PROGRAM GOALS AND OBJECTIVES

Program Year: 2010-2011

AGENCY: Pajaro Valley Unified School District

New  Carried Over  
 Progress Report as of 9/09/09

GOAL # 2 Adapt program design and organizational structure to meet financial and marketplace constraints.

OBJECTIVE # 2 Improve compensation and budgeting system for Family Child Care Home operations.

SPECIFIC STRATEGIES ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y	COMPLETED N	COMMENTS
1. Explore options for increased compensation to Family Child Care Home Providers to recruit & retain most qualified Providers.	PVUSD Early Childhood/Child Dev. Director; Program Director; Finance Dept.	7/10/11		N	Increased popularity of Family Child Care Homes as a service delivery model is making it difficult to retain Program's most qualified Family Child Care Providers. Overall availability of child care slots is affected, but especially infant/toddler slots. Other programs are able to offer higher reimbursement rates, longer child placement periods & other advantages. State-funded programs have lesser regulatory demands. Resulting increased Provider turnover requires more resources to support newcomers & ensure Providers meet qualification standards. Available COLA funding is automatically absorbed by increased personnel costs. COLA funding rules do not take contracted Providers into consideration.
2. Update Family Child Care Provider contract	Program Director; Finance Dept.; other technical assistance	4/15/10 & on-going cycle		N	Contract needs to allow for rate adjustment(s) that correspond to Program's fiscal year and availability of funds. COLA fund cycle does not correspond to Provider contract cycle. Review of reimbursement structure needs to consider children with increased care needs, child absences, qualifications, & marketplace factors.
3. As needed, request modification of grantee COPA software to support Provider cost projections	Program Director; assigned grantee COPA manager	4/15/10 or as available through grantee		N	Provider reimbursement rates are different for children less than 3 years of age & preschoolers. All reimbursement is tied to positive days of child attendance but attendance software is not sensitive to different age groups and contract earnings. 2009 season: no progress.

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GOAL # 3 Improve personnel management system

OBJECTIVE # 1 Design & implement revised performance appraisal system for certificated staff.

# 1

SPECIFIC STRATEGIES ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y N	COMMENTS
1. Design/adapt certificated performance appraisal system	PVUSD Early Childhood/Child Dev. Director, Child Development Coordinator, Human Resources Dept.	4/4/10 (Phase 1)	N	Large volume of certificated performance appraisals must be completed during relatively short operating period. Program tends to lose many of its most qualified certificated staff to other District operations or other organizations, which typically offer longer employment periods. Most Program certificated staff are Title 22 qualified, not Title 5 qualified & are English language learners. Most are infant/toddler teachers rather than preschool teachers. Design of performance appraisal system needs to account for all of above. Depending upon complexity of system, there may be phased implementation. Some internal meetings, but no revised system. The present system takes more than 90-100 hours of Child Development Coordinator's time in addition to other supervisory management time during peak the operating period to complete. The Program is recommending exploring options to streamline the evaluation process.
2. Revise performance appraisal instrument for Family Child Care Specialist position and revise job description	Program Director, PVUSD Early Childhood/Child Dev. Director, Human Resources Dept.	3/15/10	N	The job description for the Family Child Care Home Specialist position was approved by the Board of Trustees at its 2/11/09 meeting. A formal performance appraisal instrument is pending.



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GOAL # 3 Improve personnel management system

OBJECTIVE # 2 Revise designated job descriptions

SPECIFIC STRATEGIES ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED		COMMENTS
			Y	N	
1. Revise Site Supervisor/Teacher job description.	Program Director, PVUSD Early Childhood/Child Dev. Director, Human Resources Dept.	3/15/11		N	Former title was "Head Teacher". MSHS Site Supervisor/Teachers are not required to meet Title 5 regulations for Site Supervisor; they meet Title 22 regulations. 2009 season: No substantive progress. Some internal discussion between ECE/Child Development Director and MSHS Director about need to better define Site Supervisor roles/job title between PVUSD child development programs (State and federally-funded). The job description for the Family Child Care Home Specialist position was approved by the Board of Trustees at its 2/11/09 meeting.
2. Revise job description for Family Child Care Specialist position	Program Director, PVUSD Early Childhood/Child Dev. Director, Human Resources Dept.	3/15/09	Y		
3. Update teaching staff job descriptions	Program Director, PVUSD Early Childhood/Child Dev. Director, Human Resources Dept.	3/15/10			Separate job descriptions need to be written for preschool & infant/toddler teachers. Job descriptions need to be updated with regard to physical requirements (examples: ability to carry out immediate emergency evacuation and relocation of children, including non-ambulatory & physically disabled children; lifting children for diaper-changing & other routines; ability to work at eye level of children, etc.). Should correlate with Worker's Compensation requirements. Update job requirements to meet revised District standards for physical examination, TB clearance, etc.
4. Revise position description for Program Coordinators	PVUSD Early Childhood/Child Dev. Director; Program Director; H.R.	6/01/11			There is a single generic job description for all MSHS Coordinator positions. H.R. Assistant Superintendent recommends writing individual job descriptions for each Coordinator position.

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**GOAL** # 3 Improve personnel management system

**OBJECTIVE** # 3 Revise application form for certificated positions

# 3

SPECIFIC STRATEGIES ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y N	COMMENTS
1. Revise certificated application form	PVUSD Early Childhood/Child Dev. Director; Program Director; Human Resources Dept.	3/05/11	N	Application form and instructions need to be user-friendly and appropriate for child development programs.

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GOAL Improve personnel management system

# 3

OBJECTIVE # 4 Examine appropriateness of salary scales for designated positions.

SPECIFIC STRATEGIES ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y N	COMMENTS
1. Carry out salary comparability study	PVUSD Early Childhood/Child Dev. Director; Program Director; H.R. Dept.	9/17/10	N	Benefit rates need to be considered in addition to salaries. Marketplace competition affecting positions which are seasonal or part-year needs to be taken into consideration. If grantee conducts salary comparability study next year, appropriate sections of results will be examined in relationship to PVUSD/MSHS effort.
2. Recommend adjustments to salary schedule(s) or classification group for positions based upon salary study results and availability of funds	PVUSD Early Childhood/Child Dev. Director; Program Director; Human Resources Dept.	9//30/10	N	Completion date may need to be adjusted to correspond to availability of COLA funding.
2. Explore incentives and other options to recruit and retain qualified Family Service Workers	PVUSD Early Childhood/Child Dev. Director; Program Director; H. R. Dept.	7/15/10	N	District title for Family Service Workers is Parent Education Specialist. Program tends to lose staff to other District & non-District positions that either offer long employment periods or career options. For lack of other applicants, Program has hired a number of college students who tend to leave in middle of season or limited availability. Some move to lower cost areas.
4. Adjust salary rate, range of job responsibilities, or take other action to recruit/retain management staff member to manage Health & Disabilities Services	PVUSD Early Childhood/Child Dev. Director; Program Director; Human Resources Dept.	1/31/10		There is chronic instability in recruiting & retaining a staff member to cover Head Start content expert requirements related to Health & Disabilities services. Most often cited complaint by applicants and individuals in position is salary is too low & there is too wide a range of responsibilities. If the staff member is not proficient in Spanish, then another support position is needed to address on-going interpretation issues. As the Program has increased the number of children with disabilities it has enrolled and the number of children with more complex disabilities & health problems participate in the Program, instability in this supervisory management position has become more severe. The Program Director has assumed various duties; others have been piece-mealed to other staff and various tasks are not being completed.

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GOAL # 4: To improve children's physical health outcomes

OBJECTIVE #1: Carry out promotive and early intervention efforts associated with identified children's health problems.

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y	COMPLETED N	COMMENTS
1.a Purchase dental puppets for classroom & Family Child Care Homes use to support proper modeling for children and parent education opportunities. 1.b Provide training opportunities to children and parents.	Health-Disabilities Coordinator	4/15/08  10/30/08	Y		2008: Dental puppets were purchased and distributed prior to opening of centers and FCCH's.
2. Carry out parent education efforts regarding importance of dental hygiene and overlap to nutrition practices, including bottle-feeding	Health-Disabilities & Nutrition Coordinator	10/30/09	Y		2008: Dental hygiene is one of the local parent Committee topics for 2008. Training has been conducted through Santa Cruz County's "Happy Tooth" program.
3. Use or adapt selected oral health curriculum materials for classroom/Family Child Care Home use with preschoolers.	Assigned Management Team members	10/30/10		N	Health/Disabilities Coordinator position has been vacant.
4. Explore options for selected use of dental varnish on age-appropriate children at risk for dental caries.	Health-Disabilities Coordinator	3/01/10		N	Director explored options: there is not an adequate reimbursement system available to dentists to make this a realistic goal for preschoolers.
5. Support efforts to fluoridate community water supply.	Assigned Management Team Members	10/30/10			Litigation process continues regarding fluoridation of community water supply.

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GOAL # 4: To improve children's physical health outcomes.

OBJECTIVE #1: Carry out promotive and early intervention efforts associated with identified children's health problems.

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y	COMPLETED N	COMMENTS
6. Develop strategies that lead to early identification of children suspected of having asthma or other chronic respiratory problems.	Health-Disabilities Coordinator	11/30/09		N	Parents do not always divulge information about children's diagnosed asthma. Revised form(s) to manage asthma/other pulmonary conditions are needed.
7. Develop strategies that promote increased level of continuity of care for children with asthma or other chronic respiratory problems.	Health-Disabilities Coordinator	11/30/09		N	Emergency room care is expensive and is not desired option for managing this chronic condition.
8. Develop strategies to increase parent awareness about allergies that may progress to asthma and importance of parent adherence to asthma care plans once diagnosis has been made.	Health-Disabilities Coordinator	11/30/10		N	Health/Disabilities Coordinator position is vacant.
9. Increase knowledge of caregivers about asthma and asthma care plans.	Health-Disabilities Coordinator	11/30/10		N	Health/Disabilities Coordinator position is vacant. Contract with certified asthma trainers.
10. Increase parent knowledge about asthma and its relationship to other health care conditions through training opportunities.	Health-Disabilities & PI Coordinators	11/30/10		N	

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GOAL    To improve children's physical health outcomes.

# 4

OBJECTIVE    Carry out promotive and early intervention efforts associated with identified children's health problems.

# 1

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED		COMMENTS
			Y	N	
11. Continue parent education efforts regarding children's overweight/obesity and adult diabetes.	Health-Disabilities & Nutrition Coordinators	11/30/09	Y		In 2008 FCCH local parent committees had parent education training on childhood obesity and in 2009 the center local parent committees have had training on this same topic. The Program's Nutrition Coordinator is scheduled to present a program-wide training on diabetes on 9/15/09.
12. Develop strategies to increase early development of care plans for children subject to seizures and increase parent awareness about febrile seizures through training opportunities.	Health-Disabilities Coordinator	11/30/10		N	
13. Seek clinic/pediatrician willing to support standing orders for administration of acetaminophen or other OTC medication in case of high fever at child care site.	Health-Disabilities Coordinator	11/30/10		N	2008 Health/Disabilities Advisory Committee discussed this issue and were in agreement that neither private physicians nor clinics would be willing to provide standing orders. However, Title 22 regulations now permit parent authorization of administration of these OTC drugs and this may be explored with next year's Health/Disabilities Advisory Committee.
14. Explore options for training Family Services Workers on tympanometric screening of children.	Health-Disabilities Coordinator	11/30/09			Tympanometric screening can assist with appropriate referrals for ENT specialist or audiology testing, which is required for speech/language evaluation. Training for paraprofessionals used to be widespread but largely eliminated through funding cuts.
15. Increase completion rate of vision and hearing screening tests for preschoolers, especially for four-year olds.	Health-Disabilities Coordinator	11/30/09			EPSDT (CHDP) system provides little financial incentive to health care providers to spend much time on hearing and vision screening tests. As training opportunities are made available, Family Service Workers become certified to conduct these screening tests. In 2008 sixteen FSW's attended the Santa Cruz County CHDP (EPSDT) audiometric training but there has been some turnover. Program will explore end of season opportunity for training recent hires in Monterey County.

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

# 4

OBJECTIVE # 2 Carry out promotive and early intervention efforts related to children's behavior management and other social-emotional development concerns.

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED		COMMENTS
			Y	N	
1. Continue introduction of adapted Second Step curriculum.	Child Development & Family Child Care Home Coordinators	10/15/08	Y		Consider adding non-violent communication elements to strengthen Second Step approach. Local community college (Cabrillo) uses this approach. 2008 season: During three center in-service trainings, puppets were role modeled for teaching staff to use to demonstrate feelings. No progress for FCCH's.- continue efforts into 2009 season.
2. Implement recently-drafted family wellness (mental health) protocol; amend protocol and/or forms as needed after introduction of system in 2008 season.	Assigned Management Team members	10/15/10		N	Additional work was done on mental health protocol/form in 2009; however, further adaptation is needed for next season.
3. Develop and implement improved strategies to attract parents whose children have significant behavior issues to participate in parent workshops.	Assigned Management Team members	10/30/10		N	In 2008 there was a program-wide training on positive discipline techniques. In 2009 there has been parent education on how to manage difficult child behaviors, with an emphasis on biting; a program-wide training on limit setting was provided on 7/28/09. In some more serious cases, the program is referring families to an outside agency to participate in more specialized parenting classes.
4. Provide additional training opportunities and on-site assistance for staff & Providers on how to manage children with significant behavior issues and/or other high-risk social/emotional needs.	Assigned Management Team members	10/30/10		N	Additional training has been offered to staff & Providers in 2008 & 2009. This will be a continued emphasis for next season, including the development of written strategies. On-site technical assistance has been provided but additional resources are needed.
5. Provide additional support for children with therapy needs.	Health-Disabilities Coordinator	10/30/10		N	Limited availability of bilingual mental health professionals, especially at low cost. Program needs to allocate funds for most serious cases because of long delays and other barriers. Reported CPS cases sometimes do not get prompt attention due to high caseloads.

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

# 5

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

# 1

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y	COMPLETED N	COMMENTS
1. Design improved data collection system to assess parent needs. As needed, request modification to grantee's software system (COPA).	Assigned Management Team members; assigned grantee COPA manager	2/28/10		N	2008 data shows that 5% of parents have never attended school; 17% have 3 years or less of schooling; 59% have 6 years or less of schooling. About 17% of parents are indigenous language speakers who rely upon oral traditions. Almost all formal schooling was completed in Mexico. A more effective and efficient system requires changes to the data collection and data management process in the grantee's software (COPA). Strategies need to be developed to meet farm worker cultural needs; the needs of parents with low levels of literacy in their primary language; gender role must be considered, as well as parent preferences for second language acquisition (Spanish, English) for themselves and their children. Cross-cultural research shows that children's success is largely dependent upon the mother's level of success. Program will explore best strategies to assist families with early language and literacy development.
2. Analyze results and make adjustments to parent education offerings in small and large group formats.	Assigned Management Team members	2/28/11		N	
3. As needed, adjust parent lending library system.	Assigned Management Team members	2/28/10 & as funding permits			
4. Implement "Raising a Reader"	PVUSD Director of Child Development and Assigned Staff	10/20/09	Y		The District's Director of Child Development has obtained funding for this project and will lead the implementation.



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GOAL # 5: To offer culturally and linguistically-appropriate opportunities for family literacy development

OBJECTIVE # 2: Promote appropriate second language acquisition processes for children

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED		COMMENTS
			Y	N	
1. Emphasize strategies to promote development of first language skills for infants and toddlers with introduction of second language for preschoolers. Promote language-rich conversations in classrooms and Family Child Care Homes.	Child Development & Family Child Care Home Coordinators	10/30/08 & annual cycle	Y		First language is Spanish for more than 89% of 2007 families, 11% are indigenous language speakers. 2008 season: Through in-service trainings and on-site program technical assistance, language rich conversations have been promoted in classrooms and Family Child Care Homes. Introduction of second language for preschoolers has been a subject of training. Additional emphasis on second language acquisition needs to continue in 2009.
2. Provide training and technical assistance opportunities for caregivers to support language development and early detection of speech/language delays.	Assigned Management Team Members	10/30/08 & annual cycle	Y		2008 season: Program has emphasized early detection of speech/language delays through in-service training and on-site Program support. Additional assistance was obtained through supplemental hiring of speech pathologist.
3. Increase parent awareness about first and second language acquisition, the need to retain home language, and choices for kindergarten placement.	Assigned Management Team Members	10/30/11		N	Requires on-going coordination with 5 elementary school sites; separate strategies needed for indigenous language speakers.
4. Brainstorm strategies for appropriate language development for families/children whose first language is indigenous.	Assigned Management Team Members	2/28/11		N	Need outside technical assistance. Some indigenous speakers may wish to have children learn English as a second language; others wish to have children learn Spanish as a Second Language. Need better data.

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GOAL # 6: Improve services for children with suspected and diagnosed disabilities

OBJECTIVE #1: Continue efforts to obtain timely assessments/evaluations for children with suspected disabilities

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED		COMMENTS
			Y	N	
1. Continue efforts to work with District SELPA/Special Services Department and San Andreas Regional Center to shorten intervals for determining children's eligibility for services.	Early Childhood Director, Program Director, Assigned Mgt. Team Members	2/28/09 & annual cycle	Y		Limited late spring-summer availability of bilingual professionals. (See Community Assessment for details) District's SELPA/Special Services Department is undergoing change in leadership, financial cutbacks, and some reorganization of services. Director will pursue coordination efforts with new leadership next spring. Program has had three joint team meetings with San Andreas Regional Center staff to address the needs of children under three. In general, efforts are better coordinated with some progress still to be achieved.
2. Continue collaborative efforts to expedite parent permission processes, including those related to transfer of records.	Health-Disabilities Coordinator	2/28/09 & annual cycle	Y		In those instances where the program has knowledge about diagnosed or suspected disabilities, FSWs are taking the earliest possible step to obtain parent permissions and these are being tracked centrally through a designated FSW position.
3. As needed, expend Program funds to obtain more timely assessments/evaluations.	Program Director; Health-Disabilities Coordinator	10/30/09 & annual cycle	Y		When an opportunity arose to hire a District-retired bilingual speech & language pathologist on a short-term basis, the Program budgeted additional funds to support this position (about 75 work days). This has allowed for therapy for a small number of children in the summer, as well as the ability to carry out about 6-7 assessments. The intent of doing assessments is to have services fast-tracked once the new school year commences in August. Additionally, this therapist has been extremely helpful in supporting the coordination of efforts with the District's Special Services Department.

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**GOAL # 6:** Improve services for children with suspected and diagnosed disabilities

**OBJECTIVE #2:** Improve transition for end-of-season processes; returning children; children aging out of Regional Center service delivery system but who remain eligible to receive District SELPA/Special Services.

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y N	COMMENTS
1. Continue to collaborate with District SELPA/Special Services Department and San Andreas Regional Center representatives to improve each type of transition process.	Early Childhood/Child Dev. Director; Program Director; assigned Management Team members	2/28/09 and annual cycle	N	(See Community Assessment for details.) There has been a little progress in working with the San Andreas Regional Center about children transitioning from IFSP's to IEP's. There is still a need to improve IFSP to IEP transitions for MSHS eligible children at the outset of the MSHS season, at the close of the District school year, at the opening of the District school year, and at the close of the MSHS season. Progress on this goal/objective is threatened by severe cuts to California Regional Centers and funding for Special Services.

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GOAL Improve services for children with suspected and diagnosed disabilities  
 # 6:

OBJECTIVE #3: Improve parent knowledge about advantages of early intervention, range of available services for children and parent support services.

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y N	COMMENTS
1. Brainstorm strategies on how to most effectively increase parent knowledge	Assigned Management Team members	2/28/09 and annual cycle	N	(Please see Community Assessment for details.) The Program brainstormed ideas with San Andreas Regional Center staff. Initially, there was an agreement to have their staff help orient our staff/ parents. Because of their own staffing limitations and increased workload, this idea was dropped in favor of the one described below.
2. Design parent education group(s) and/or connect parents with other support systems.	Assigned Management Team members	2/28/10	N	Specialized process required for parents with little or no formal schooling & for indigenous language speakers. 2008 season: There was an agreement to explore the development of a short VHS or DVD that could show the benefits of receiving services to parents. This will be pursued in 2010 through other venues.

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GOAL Improve services for children with suspected and diagnosed disabilities

# 6:

OBJECTIVE

Continue efforts to plan and implement collaborative project with San Jose State University's Speech Pathology Department to provide 6 weeks of summer services.

#4:

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y N	COMMENTS
1. Plan for implementation of 6-week summer project to provide speech/language services for children with Individual Education Plans.	Assigned Management Team members	7/30/09 and annual cycle	Y	(Please see Community Assessment for details.) Project depends upon availability of supplementary grant funding and sufficient bilingual (Spanish-English) speaking SJSU graduate students. 2009 season: San Jose State University applied for and received grant funding to carry out this project; this was combined with \$5,000 in Program funds. 21 children with IEP's attended therapy sessions with 7 SJSU interns for 7 weeks. The interns were overseen by a highly-experienced bilingual clinical professor. Progress reports were provided in English & Spanish (for parents) and were forwarded to the District's Special Services Department. Various children were referred for full team assessments based upon the work of the 2009 SJSU team.

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GOAL # 6: Improve services for children with suspected and diagnosed disabilities

OBJECTIVE #5: Obtain additional vehicles for incidental transportation of children to health-care related visits and for 6-week summer speech/language project with San Jose State University.

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y N	COMMENTS
1. To overcome transportation barriers for the timely diagnosis, evaluation, and provision of health-care and therapy services, additional vans are needed to transport children to service providers.	Assigned Management Team members	As funding permits	N	(Please see prior Program Improvement proposals and Community Assessment for details. No other transportation services are available to achieve these service delivery goals.)

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GOAL # 7: Modify program design and service delivery system to meet needs of eligible migrant and seasonal farmworker families.

OBJECTIVE #1: Monitor demographic & agricultural trends to estimate prevalence of eligible migrant and seasonal farmworker families/children within District service delivery area and need for services for each group..

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y N	COMMENTS
1. Look for options to increase services for eligible seasonal farmworker families.	Early Childhood/Child Dev. Director, Program Director	tbd		

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GOAL To improve implementation of curriculum system

# 8:

OBJECTIVE Increase teaching staff/Provider skills related to implementation of observation, screening, and assessment processes and their integration into Creative Curriculum.  
 #1:

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y	N	COMMENTS
1. Improve teaching staff/Provider skills through group trainings, on-site assistance, and college course work.	Child Development & Family Child Care Home Coordinators	10/30/09	Y		Desired Results Developmental Profile-Revised (DRDP-R) was introduced in all sites in 2007. Ages & Stages Social-Emotional screening instrument was also introduced. Additional staff/Provider trainings have taken place to improve observations, screening and assessment processes. Newer Providers and many center teaching staff still require more support on how to write down observations and link them to the DRDP-R tool & this will be taken into account for 2010.
2. Review & revise necessary forms and procedures related to observation and assessment tools.	Child Development & Family Child Care Home Coordinators	5/01/10 & annual cycle		N	Most recent tools will be reviewed in coordination with grantee.



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GOAL To improve implementation of curriculum systems

# 8:

OBJECTIVE Improve teaching staff/Provider skills to provide individualized services according to children's needs

#2:

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y	COMPLETED N	COMMENTS
1. Improve teaching staff/Provider skills through group trainings, on-site assistance, and college course work.	Child Development & Family Child Care Home Coordinators	10/30/09 & annual cycle	Y		On-site assistance was provided by the Program to emphasize individualization of children. This will continue for 2010.
2. Improve adherence to Creative Curriculum and Program for Infant/Toddler Caregiver (PTIC) approach to meet the needs of each child, including children with disabilities.	Child Development & Family Child Care Home Coordinators	10/30/09 & annual cycle			Needs to be consistent increased level of caregiver engagement with infants & toddlers and caregiver preparation of environment to encourage discovery and exploration. For center staff, there was increased training and technical assistance on how to properly engage and maintain engagement of infants and toddlers (adapted Hanen Method).
3. Increase implementation of adapted Second Step Curriculum to address children's social-emotional needs and behavior issues.	Child Development & Family Child Care Home Coordinators	10/30/10 & annual cycle		N	Each preschool classroom is using an adapted version of the Second Step Curriculum to discuss emotions and behavior issues with small groups of children. For Providers the Second Step Curriculum has been introduced but not emphasized. Remains as goal for 2010 season.

HEAD START  MIGRANT/SEASONAL HEAD START  EARLY HEAD START

**PROGRAM GOALS AND OBJECTIVES**

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Program Year: 2010-2011

AGENCY: Pajaro Valley Unified School District

New  Carried Over  
 Progress Report as of 9/09/09

GOAL # 8: To improve implementation of curriculum system

OBJECTIVE #3: Improve caregiver skills to develop age-appropriate activity plans.

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y	COMPLETED N	COMMENTS
1. Improve teaching staff/Provider skills through group trainings, on-site assistance, and college course work,	Child Development & Family Child Care Coordinators	10/30/10 and annual cycle		N	Please see Cabrillo Academy final report for college course work. Please refer to preservice & inservice agendas; and T/TA Final Report for 2008/09.
2. For Family Child Care Homes, there is a need to improve development and implementation of activity plans for cross-age groups in the context of the extended-day.	Child Development & Family Child Care Coordinators	10/30/10 and annual cycle		N	FCCH Specialists are working more closely with Providers on how to develop & implement activity plans for cross-age groups, but this will remain a focus for 2010.
3. Continue use of Program for Infant Toddler Caregiver (PTIC) trainers to provide small group trainings and on-site technical Assistance.	Program Director & Child Development & Family Child Care Coordinator	10/30/09 and annual cycle	Y		In 2008 the Program carried out three PTIC groups for Providers & Provider Assistants. The corresponding PTIC on-site assistance was also done at the designated Family Child Care Homes. In 2009, PTIC funding limitations have resulted in only one group being offered.

HEAD START  MIGRANT/SEASONAL HEAD START  EARLY HEAD START

**PROGRAM GOALS AND OBJECTIVES**

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Program Year: 2010-2011

AGENCY: Pajaro Valley Unified School District

New  Carried Over  
 Progress Report as of 9/09/09

GOAL # 8: To improve implementation of curriculum system

OBJECTIVE #4: Use outcome data to make adjustments to preschool curriculum, including but not limited to Head Start legally-mandated indicators.

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y	COMPLETED N	COMMENTS
1. Review and analyze results to assist teaching staff and Providers in making curriculum adjustments.	Child Development & Family Child Care Coordinators	10/30/10 and annual cycle	Y		After each outcomes data collection cycle, FCCH Specialists work with their assigned Providers to make appropriate curriculum adjustments. Child Development Coordinator has met with Site Supervisors to review analysis of outcome data and in turn, Site Supervisors have met with teaching staff to make curriculum adjustments.
2. Improve abilities of caregivers to promote age-appropriate development of children's mathematics and pre-literacy/literacy skills.	Child Development & Family Child Care Coordinators	10/30/09 and annual cycle	Y		In 2009 7 Family Child Care Specialists and 4 of 5 Site Supervisors & 8 IT's teachers went through an early literacy project done in collaboration with the local First 5 Commission called "S.E.E.D.'s" & 14 Providers also participated as "mentees". For 2009, the S.E.E.D.'s project focused on infants & toddlers. This project is in collaboration with the First Five Commission in Santa Cruz County. There has not been an emphasis on math for 2009 for FCCH & Centers but will be a focus for 2010.

HEAD START  MIGRANT/SEASONAL HEAD START  EARLY HEAD START  
PROGRAM GOALS AND OBJECTIVES

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Program Year: 2010-2011

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New  Carried Over  
 Progress Report as of 9/09/09

**GOAL** # 9 To satisfy Head Start and local requirements for professional qualifications for teaching staff/Family Child Care Providers.

**OBJECTIVE** # 1 Make progress towards completion of college degree in Early Childhood Education/Child Development, acquisition of specific California Development Permits and other types of certification.

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y	COMPLETED N	COMMENTS
1. Continue Program career development efforts with local community college to support progression towards A.S. degree in Early Childhood Education and meeting Child Development Permit requirements.	Assigned Management Team members	2/28/08 and annual cycle	Y		(Please see Community Assessment and Training/Technical Assistance Plan for details.) 2008-09 Cabrillo College/MSHS Academy: There were 95 completed course enrollments with 75 unduplicated participants (center teaching staff and FCCH Providers) which cover 6 different courses (3 ESL, 1 math and 2 ECE).
2. Continue certification program of caregivers by Program for Infant/Toddler Caregivers.	Program Director, Family Child Care Home & Child Development Coordinators	10/30/08 and annual cycle	Y		The Program carried out three PITC groups for Providers & Provider Assistants in 2008. The corresponding PITC on-site assistance was done at the designated Family Child Care Homes. In 2009 PITC funding limitations resulted in only one cohort being offered.
3. Explore options for accreditation of Family Child Care Home Providers.	Program Director; Family Child Care Home Coordinator	10/30/11			
4. Incorporate professional career development goals into performance appraisal system for certificated staff.	Early Childhood/Child Dev. Director, Program Director; Operations & Child Development Coordinator	6/30/08 and annual cycle	Y		A report was derived from individual professional growth plans from each teaching staff member. The information from this report was then reviewed and used in the performance appraisal process for center teachers and Site Supervisor/Teachers.

HEAD START  MIGRANT/SEASONAL HEAD START  EARLY HEAD START

**PROGRAM GOALS AND OBJECTIVES**

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Program Year: 2010-2011

AGENCY: Pajaro Valley Unified School District

New  Carried Over  
 Progress Report as of 9/09/09

GOAL # 10: To redesign and improve quality of Freedom Center outdoor area

OBJECTIVE #1: To improve outdoor environment for health & safety reasons and to offset limited classroom space

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y N	COMMENTS
1.To obtain appropriate yard design	Director of Child Development; MSHS Program Director, MSHS Child Development Coordinator and Maintenance & Operations Department.	10/30/09		Current yard surfacing is failing. Current yard design is inadequate. New yard design is intended to support proportionally more activities for children outdoors than indoors.
2.To identify source of funds	MSHS Program Director	Pending availability of funds 3/15/10		Program submitted request for "One Time Only" Program Improvement Funds in summer 2009. Program is awaiting federal response to funding request.

HEAD START  MIGRANT/SEASONAL HEAD START  EARLY HEAD START  
PROGRAM GOALS AND OBJECTIVES

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Program Year: 2010-2011

AGENCY: Pajaro Valley Unified School District

New  Carried Over  
 Progress Report as of 9/09/09

**GOAL # 11** Develop a systematic, ongoing process of program planning that includes consultation with the Policy Committee, Board of Trustees and program staff. Program 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.

**OBJECTIVE # 1** 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 COMPLETION DATE	COMPLETED Y	COMPLETED N	COMMENTS
1. Obtain outside technical assistance.	Program Director	7/1/09	Y		TAC-12 Fiscal Content Specialist & Local Grantee Specialist (GPSS) did on site assistance on June 10 & 11 with Ass't Superintendent, ECE Director, MSHS Program Director & Operations Coordinator; June 11 evening training on shared governance with PC Executive Committee/Community Representative & 2 Board Liaisons, Assistant Superintendent, ECE Director & designated Program staff; July 1 on site training/meetings with other District administrators (Superintendent, Finance Director, H.R. Assistant Superintendent/Classified H.R. Director, ECE Director). By July 1, MSHS Program Consultant had been contracted & participated in July 1 activities.
2. Design plan for developing planning process, involving key groups (staff, Policy Committee, Board)	Early Childhood Education/Child Development Director; Program Director; Technical assistance contractor	12/17/09		N	
3. Review, draft and amend planning documents until key groups are satisfied and approvals are obtained.	Early Childhood Education/Child Development Director; Program Director; Technical assistance contractor	tbd		N	May result in phased development and implementation of work products.

HEAD START     MIGRANT/SEASONAL HEAD START     EARLY HEAD START  
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 Progress Report as of 9/09/09

**GOAL # 12** Develop written policies that define the roles and responsibilities of the governing body members and that inform them of the management procedures and functions necessary to implement a high quality program.

**OBJECTIVE # 1** Develop written shared governance policies and procedures that cover functions listed under Program Governance in the Head Start Performance Standards (Please reference Appendix A, CFR 1304.50).

SPECIFIC STRATEGIES/ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED		COMMENTS
			Y	N	
1. Obtain outside technical assistance.	Program Director	7/1/09	Y		TAC-12 Fiscal Content Specialist & Local Grantee Specialist did on site assistance on June 10 & 11 with Ass't. Superintendent, ECE Director, MSHS Program Director & Operations Coordinator; June 11 evening training on shared governance with PC Executive Committee/Community Representative & 2 Board Liaisons, Assistant Superintendent, ECE Director & designated Program staff; July 1 on site training/meetings with other District administrators (Superintendent, Finance Director, H.R. Assistant Superintendent/Classified H.R. Director; ECE Director). By July 1 MSHS Program Consultant had been contracted & participated in July 1 activities.
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 11, Objective 1).	Early Childhood Education/Child Development Director; Program Director; TAC-12/ & Technical assistance contractor	12/17/09		N	August 19, 2009 training for Board of Trustees on Shared Governance was led by TAC-12 Fiscal Content 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). On 9/2/09 TAC-12 Local Grantee Specialist, MSHS Program Director & Program Specialist reviewed options for Board of Trustees to consider establishment Board Advisory Panel as next step in developing shared governance system in the context of MSHS operating in a large school district.
3. Review, draft and amend written procedure(s) and other documents until key groups are satisfied and approvals from each governing body are obtained.	Early Childhood Education/Child Development Director; Program Director; Tech. Ass't. contractor	tbd		N	May result in phased development and implementation of work products.

HEAD START  MIGRANT/SEASONAL HEAD START  EARLY HEAD START  
PROGRAM GOALS AND OBJECTIVES

Program Year: 2010-2011

AGENCY: Pajaro Valley Unified School District

New  Carried Over  
 Progress Report as of

GOAL #13 Review and modify management s and organizational structure for MSHS.

OBJECTIVE #1 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.

SPECIFIC STRATEGIES ACTIVITIES	RESPONSIBLE PARTICIPANTS	TARGETED COMPLETION DATE	COMPLETED Y N	COMMENTS
1- Examine current and proposed organizational structures for management of Migrant Seasonal Head Start Program. Clarify and interface between Early Childhood Education Department and Migrant Seasonal Head Start Program.	Assistant Superintendent, Director HR, Program Director, PVUSD Early Childhood/Child Dev. Director /Migrant Head Start Director	As required by timelines associated with MSHS reapplication and approval processes	N	PVUSD has introduced a reorganization proposal at the management level to support oversight, district and head start act goals for school readiness and collaboration, and MSHS operations with PVUSD Departments.
2- Identify roles, task, responsibilities for various levels of management support for MSHS.	Assistant Superintendent, Director HR, Program Director, PVUSD Early Childhood/Child Dev. Director / Migrant Head Start Director	As required by timelines associated with MSHS reapplication and approval processes	N	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. The grantee has been apprised of these efforts.
1. Identify and if needed negotiate finances associated with reorganization process	Assistant Superintendent, Director HR, Program Director, PVUSD Early Childhood/Child Dev. Director Migrant Head Start Director	As required by budgeting / reapplication process Refunding Budget 2010-2011 deadline to grantee is October 16 – earlier for budget development to PVUSD PC	N	Address funding considerations. All changes requiring decision making will be brought to approval bodies of Parent Policy and Board. The grantee has been apprised of these efforts.



# PAJARO VALLEY UNIFIED SCHOOL DISTRICT



## Board Agenda Backup

Item No: 10.9

**Date:** November 18, 2009

**Item:** Contract Approval for Transportation Yard Lease

**Overview:** Pajaro Valley Unified School District has been in negotiations with Santa Cruz County Public Works for the renewal of the Transportation Yard Lease located at 198 Grimmer Road, Watsonville, CA. Transportation has been located on these premises since 1973. The District's entire fleet of buses along with the mechanics garage and Transportation Administrative offices are located on this property with acceptable ingress and egress from Holohan Road. The District's Business Services Administration in conjunction with the District's Attorneys have provided due diligence to commit to a contract that suffices the needs of the County and School District. It has been determined that there is neither other property nor the financial ability to move the Transportation Yard to a different facility. Prior remediation and construction of fuel dock have been shared with County and District. The District's responsibility is to pay a sum of \$39,000 in two (2) installments of \$19,000 due Nov. 2010 and \$19,000 due Nov. 2011.

The District at its sole expense shall repair any damage caused by District beyond normal wear and tear during the term of contract. Transportation uses approx. 147,000 gal of #2 diesel @year. The District shall pay County's actual cost for fuel used plus an additional eleven cents (\$0.11) per gallon for County's administrative costs. Estimated fuel cost \$400,000/yr. which has been budgeted for the 2009-2010 fiscal year.

Our District's buses are one of the primary users of Grimmer Road. District shall pay 40% of County's actual cost for repair of Grimmer Road not to exceed total District payment of \$20,000 as noted in contract under Maintenance Repairs and Alterations: #5.5.

Lease payments will be: Yr. 2009-2010@ \$34,200, yr. 2010-2011@ \$36,500, yr. 2011-2012@ \$39,900, yr. 2012-2013@ \$42,000.

Contract shall commence retroactively to July 1, 2009 upon approval and continue through June 30, 2014.

(Copy of the proposed lease agreement attached.)

**Recommendation:**        **The Administration recommends that the contract between Santa Cruz County Public Works and Pajaro Valley Unified School District be accepted as presented.**

**BUDGET CONSIDERATIONS**

**Funding Source:**        **Transportation Budget**

**Budgeted:**                Yes:  No:

**Amount:**                \$34,200.00 Annual Lease  
                                  \$20,000.00 Grimmer Road repair

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

**Associate Superintendent (signature):** \_\_\_\_\_

**Superintendent (signature):** *Darmon B. Lewis (Ad)*

# LEASE AGREEMENT

THIS LEASE ("Lease") IS MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009 between PAJARO VALLEY UNIFIED SCHOOL DISTRICT as "District" and the COUNTY OF SANTA CRUZ as "County". This Lease includes the attached and incorporated Exhibit(s) "A" and "B".

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17. **EXECUTION & SIGNATURES**

## 1. PREMISES:

### 1.1 Location:

County leases to District that certain property ("Premises") specifically outlined in red on the attached Exhibits "A" (Premises Site Plan) and "B" (Location Map & Shared Access), together with appurtenances, located at the Santa Cruz County Roy Wilson Yard facility at 198 Grimmer Road, Watsonville, California 95076. County retains the right of vehicular and pedestrian access through the Premises in order to reach the "Temporary RWY Storage Area" at the northwest corner of the Premises, which area is marked in gray on Exhibits A and B. County also retains the right of vehicular and pedestrian access through the area labeled "PVUSD Bus Parking Area" on Exhibits A and B in order to access other county property to the east of the Premises.

### 1.2 Tenant Improvements:

District accepts the condition of the Premises as is, except as set forth in paragraph 5.1. County shall not be required to provide or pay for any new construction, changes, or alterations on the Premises. Unless otherwise specified in this Lease, any construction, changes, or alterations on the Premises shall be paid for solely by District. County acknowledges District has installed portable buildings ("Portables") on the Premises as Tenant Improvements, which at Lease termination shall be removed at District expense, in accordance with the terms set forth in this Lease.

### 1.3 Interim Use by District:

District understands that the County for future development and/or use for governmental purposes acquired the Premises, and that District's occupancy under this Lease is an interim use only. Having notice of this condition, District hereby waives any rights and/or claims against County now, and at any time in the future, for relocation assistance, payments, and/or benefits with respect the District's loss or surrender of occupancy of the Premises. Such waiver does not extend to any right or remedy District may have under Paragraph 12.4 below.

## 2. TERM:

### 2.1 Term:

This Lease will commence upon execution by both District and County and shall terminate June 30, 2014.

### 2.2 Possession:

District has been in possession of the Premises since July 1, 1973. Possession after June 30, 2014 is dependent upon County and District executing a new lease.

### 2.3 Holding Over:

Should District hold over said Premises after this Lease has terminated, without County and District executing a new lease, such holding over shall be deemed a tenancy from month to month on the same terms and conditions as in this Lease. The monthly rental rate shall be equal to 108% of the rental rate shown in paragraph 3.1 below, payable monthly in advance,

before the first of each month. All other terms and conditions of this Lease document shall apply to the holding over period. The concept "Lease term" shall include any holdover period.

#### 2.4 Termination

Either Party may terminate this Lease at any time upon 180 days advance written notice to the other Party. If County shall give notice of termination to District, District shall retain the right to remove all of District's fixtures, equipment, Portables, and/or other improvements for the Premises, in accordance with the provisions set out below.

### 3. RENT:

#### 3.1 Rent:

Rent under this Lease shall be \$34,200 per year for fiscal years 2009-2010 and 2010-2011, \$36,500 for fiscal year 2011-2012, \$39,900 for fiscal year 2012-2013, and \$42,000 for fiscal year 2013-2014. Each fiscal year's rent shall be payable in full in advance by July 1 of each year, except that fiscal year 2009-2010's rent shall be due 60 days after the effective date of this Lease.

Rent shall be paid to:

County of Santa Cruz  
Department of Public Works  
701 Ocean Street, Room 410  
Santa Cruz, CA 95060

#### 3.2 Prior Rent

Rent for the prior year of July 1, 2008, through June 30, 2009, was also \$34,200. Towards this amount, District paid \$21,000 on April 2, 2009. District shall pay the remaining \$13,200 to County within 60 days of the effective date of this Lease.

#### 3.3 Late Payments:

District hereby acknowledges that late payments by District will cause County to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any payment shall not be received within sixty (60) calendar days after such amount shall be due, then, without further notice to District, District shall pay County a late charge equal to the amount set forth in Government Code section 926.10 at the time of the late payment (currently 6% of the overdue amount per annum). The parties hereby agree that such late charge represents a fair and reasonable charge. Neither accrual nor acceptance of such late charge by County shall constitute a waiver of District's default with respect to the overdue amount, nor prevent County from exercising any of its other rights and remedies.

#### 3.4 Net Lease:

This Lease is a "Net Lease", under which County shall receive the rent set forth in Paragraph 3.1 free and clear of any other impositions, taxes, liens, charges or expenses in connection with the ownership, operation, or possession of the Premises. In addition to the rent set forth in Paragraph 3.1, District shall pay to the parties or entities respectively entitled thereto all such charges that arise under any provisions of this Lease during its term.

**4. USE OF THE PREMISES:**

**4.1 District's Use:**

District shall use said Premises as a Pajaro Unified School District school bus maintenance, repair, and bus driver training facility, and for no other purpose, without the prior written consent of County. Behind the wheel bus driver training shall not be conducted on the Premises. However, trainees may drive buses from their parking spaces on the Premises to the off-site training area, and may drive buses back to their parking spaces on the Premises. Trainees must possess a California driver's license appropriate to the type of vehicle being driven.

District ingress-egress over Grimmer Road (County-owned road) and through Santa Cruz County Roy Wilson Yard is subject to County co-use. District acknowledges shared ingress-egress through both County Roy Wilson Yard and through District Premises as depicted on Exhibit "B" ("Location Map and Shared Access") and noted in paragraph 1.1 above.

**4.2 Compliance with Law, Surviving Terms and Conditions of the Lease:**

District shall promptly comply with all applicable laws, statutes, ordinances and governmental rules, regulations or requirements that relate to or affect the condition, use, occupancy, repair, change, or alteration of the Premises including, but not limited to, the Americans with Disabilities Act, at its sole cost and expense

**4.3 Fueling Station:**

County shall provide diesel fuel for the fueling station located on the Premises. Throughout the Lease term, District shall use the County-provided fuel for its buses located on the Premises. District shall pay County's actual cost for fuel used by District, plus an additional eleven cents (\$0.11) per gallon for County's administrative costs.

**5. MAINTENANCE, REPAIRS AND ALTERATIONS:**

**5.1 Condition of the Premises:**

District is familiar with the condition of Premises, accepts them "as is," and agrees that they are in tenantable condition at the commencement of this Lease. County, at its sole expense, shall replace the water line serving the Premises within 90 days of the effective date of this Lease. Such water is not currently potable, and County makes no representations or warranties regarding the potability of the water provided to the Premises at any time. District, at its sole expense, shall repair all potholes on the Premises. The District is responsible for all other repairs to the Premises for damage caused by District beyond normal wear and tear, and shall provide written communication to County of the repair(s) needed, indicating whom (District or others) will be doing the required work. For repairs that will cost more than \$50,000, the District shall not commence the work until County provides authorization to proceed. If District fails to complete any required repairs after notice is given to it under paragraph 12.1.C, below, then County may do so and bill the District for County's costs to complete the repairs. District shall have 60 days to pay County's invoice for such repairs.

5.2 Remediation:

- A. The parties previously agreed to share the costs of prior remediation and construction of the fuel dock. For this prior remediation and construction, the District owes the County the sum of \$39,000. District will pay this sum to the County in two installments, each of \$19,500., the first due November 1, 2010, and the second due November 1, 2011. The payment called for under this Section 5.2.A shall not be credited towards any future obligation under Section 5.2.B.
- B. There appears to be a high concentration of petroleum hydrocarbons and related constituents of concern (collectively, "Contamination") in the soil of the Premises. County shall develop a plan to remediate the Contamination. The remediation plan shall seek to address the problem of the Contamination, while minimizing the cost of remediation and disruption to District's use of the Premises. County shall not commence any remediation activities that will result in any disruption to District's use of the Premises without District's prior written consent, which shall not be unreasonably withheld. County shall cause the remediation of the Contamination to be completed, and District shall reimburse the County for 40% of the County's actual costs in remediating the Contamination; County shall be responsible for the remaining 60% of the cost of remediation. In the event the total cost of remediation exceeds \$50,000, the parties shall agree upon a payment plan, in which District shall not be obligated to pay more than \$40,000 per year for remediation of the Contamination. District shall not be responsible for any costs associated with any remediation that is not specifically set forth in the remediation plan.

5.3 Surrender:

- A. On the last day of the term hereof, on any earlier termination, or on the last day of any hold-over period, District shall surrender the Premises to County in the same condition as described in paragraph 5.1, except for reasonable wear and tear. District shall repair any damage to the Premises occasioned by the installation or removal of District's trade fixtures, furnishings and equipment, so that the Premises are in a condition reasonably deemed suitable by County for another tenant. All County facilities existing on the Premises upon the commencement date of this Lease shall be left in good operating condition. All keys and blue prints of the Premises shall be returned to the Real Property Section, Department of Public Works at 701 Ocean Street, Room 410, Santa Cruz, California 95060.
- B. District shall remove all Portables upon termination or expiration of this Lease.

5.4 Fixtures, Alterations and Portables:

- A. District may install in the Premises such fixtures, machinery, equipment, partitions, alterations, improvements, additions, signs, and utility installations (carpeting, window covering, air lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing, fencing and Portables) as District may see fit. If the value of any of the above-listed items or the cost of the installation thereof will exceed \$10,000, then District shall obtain County's prior written consent. District shall secure any required permits from the appropriate government agency(s). A copy of any required permit(s) must be sent to the County no less than ten (10) days before commencement of work. Any request for County permission shall include a detailed plan of work. County may require that District remove any or all of said items and

restore the Premises to its pre-Lease condition at the end of the term, in accordance with Paragraph 5.3.B, above. Should District make or install any of the above without prior approval of County, County may require that District remove the additions at any time. Any such additions and removals shall be at District's sole expense.

- B. District shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for District at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein. County may post notices of non-responsibility in and on the Premises. District shall, at its sole expense, defend itself and County against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the County or the Premises.
- C. Unless County requires removal as set forth in Paragraph 5.3.A, or District chooses removal in accordance with Paragraph 5.3.B, all items added to the Premises shall, at the end of the Lease term, remain upon the Premises and become the property of County

#### 5.5 Grimmer Road Repair

- A. District shall pay 40% of County's actual cost to chip-seal or slurry seal Grimmer Road, not to exceed total District payment of \$20,000.00. County shall be responsible for the remaining cost to chip-seal or slurry seal Grimmer Road. District shall deposit \$20,000.00 into an interest-bearing escrow account no later than December 1, 2009. District shall authorize release of funds from the escrow account to County upon receipt of invoices from County. Upon completion of the chip-sealing of Grimmer Road and payment of 40% of the County's actual cost, the District shall be authorized to withdraw any remaining portion of the \$20,000 deposited and all interest accrued.

#### 6. ASSIGNMENT AND SUBLETTING:

District may not assign the Lease or sublease any portion of the Premises without advance written consent by County.

#### 7. QUIET ENJOYMENT:

County warrants to District that this Lease constitutes a binding obligation of County, enforceable in accordance with its terms, that the execution and delivery of this Lease and performance of all of its terms does not conflict with any existing agreement binding on County, and that no consent other than that required by Paragraph 16.8 of this document is required for validity of this Lease. County further warrants that if District pays all rental and other sums and performs all the covenants of this Lease, then District shall freely, peaceably and quietly occupy and enjoy the full possession of the Premises.

#### 8. INDEMNITY

##### 8.1 District Indemnity Obligations

District shall indemnify, defend, and hold County harmless from any liability, claim or damages, or attorney's fees or costs incurred by reason of any personal injury or death to any person or persons, or damage to any property, real or personal, or claim of any such injury, death, or



damage, to the extent that such liability, claim or damages, or attorney's fees or costs arises from District's negligent or willful acts or omissions with respect to the Premises.

## 8.2 County Indemnity Obligations

County shall indemnify, defend, and hold District harmless from any liability, claim or damages, or attorney's fees or costs incurred by reason of any personal injury or death to any person or persons, or damage to any property, real or personal, or claim of any such injury, death, or damage, to the extent that such liability, claim or damages, or attorney's fees or costs arises from County's negligent or willful acts or omissions with respect to the Premises.

## 8.3 Limitation on Indemnity Obligations

Each Party's obligation to indemnify, defend, and hold the other harmless hereunder shall be limited to the sum (including reasonable attorney's fees and costs) that exceeds the amount of insurance proceeds received with respect to the matter by the Party being indemnified.

# 9. INSURANCE

## 9.1 Liability Insurance

During the Lease term, District shall, at its own expense, maintain in full force a policy or policies of comprehensive liability insurance, including property damage, written by one or more responsible insurance companies licensed to do business in California, and in good standing with the Insurance Commissioner of California, that will insure District and County (and other persons, firms or corporations as may be designated by District) against liability for injury to persons and property and for death of any person or persons occurring in or about the Premises. The liability limits under such insurance shall not be less than Five Million Dollars (\$5,000,000.00) each combined single limit bodily injury and property damage. If the form of General Liability insurance used includes an "annual aggregate", such aggregate must be at least two times (2X) the "occurrence" limit. County shall maintain the right to review and approve the dollar amount and scope of coverage provided by District. District shall provide County with copies or certificates of all policies.

## 9.2 Fire Insurance

During the Lease term, District shall maintain at its expense in full force on all of its fixtures and equipment in the Premises a policy or policies of fire insurance with standard extended coverage endorsement, to the extent of at least eighty percent (80%) of their insurable value. As long as this Lease is in effect, the proceeds from any such policy shall be used for the repair or replacement of the fixtures and equipment so insured. District shall also at its expense maintain in full force on the Premises, exclusive of District's fixtures and equipment, a policy or policies of fire insurance with standard extended coverage endorsement for the full replacement value of the Premises and for loss of rent. As long as this Lease is in effect, the proceeds from any such policy or policies shall be used for the repair or replacement of the Premises. District shall provide County with copies or certificates of all policies, which shall contain an endorsement providing that such insurance shall not be cancelled except after thirty (30) days notice to County.

## 9.3 Other Insurance Requirements

A. All required Insurance shall be endorsed to contain the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as additional insureds under this Policy.”

B. All required Insurance shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Santa Cruz County  
Department of Public Works  
Attn: Real Property  
701 Ocean Street, Room 410  
Santa Cruz, CA 95060”

C. District may satisfy the insurance requirements of this Lease through its customary policies or programs of self-insurance/ pooled insurance/excess insurance, as long as the required coverage is provided.

9.4 No Liability for Damage Covered By Insurance; Release

No party shall be liable to another for any damage caused by any of the risks insured against under any insurance policy or program required by this Lease, up to the amount paid by insurance.

The parties hereby release each other and their respective authorized representatives, from any claims for damage to any person or to the Premises, or to the fixtures, personal property, and improvements or alterations in or on the Premises that are caused by or result from risks insured against under any insurance policies carried by any party hereto, and which are in force or effect at the time of any such damage, up to the amount paid by insurance. Each party shall cause such insurance policy obtained by it to provide that it waive all right of recovery by way of subrogation against any party to this Lease in connection with any damage covered by any such policy or program.

9.5 County Is Self-Insured

Pursuant to California Government Code Sec. 990 et seq, County is self-insured for all risks typically associated with Comprehensive General and Auto Liability up to \$1,000,000. The County maintains excess liability insurance policy for liabilities between \$1,000,000 and \$35,000,000. County shall maintain such self insurance and excess liability coverage throughout the term of this Agreement.

10. DAMAGE, DESTRUCTION, OBLIGATION TO REBUILD:

10.1 Damage:

If the Premises are damaged or destroyed, then to the extent such damage or destruction is covered by any insurance required to be maintained under Paragraph 9 hereof, District shall repair, restore and rebuild the Premises to its condition existing immediately prior to such damage or destruction and this Lease shall remain in full force and effect. Such repair, restoration and rebuilding shall be commenced within a reasonable time after such damage or destruction has occurred and shall be diligently pursued to completion.

10.2 Damage Near End of Term:

If the Premises are damaged or destroyed during the last six (6) months of the term of this Lease, the Parties may agree to terminate this Lease as of the date of occurrence of such damage. If the Parties so agree, then neither Party shall have any obligation to repair, restore, or rebuild the Premises.

**11. ENTRY AND INSPECTION:**

County, or its duly authorized representatives or agents, may enter the Premises at reasonable times, with 24 hour advance notice excepting emergencies, during the term of this Lease for the purpose of determining whether District is in compliance with the terms and conditions of the Lease, or for any other purpose incidental to the rights of County. If an emergency entry is required and District staff are not present County will as soon as practical give notice District of the purpose and outcome of the emergency entry.

**12. DEFAULTS AND REMEDIES:**

**12.1 Defaults:**

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by District:

- A. Vacating or abandonment of the Premises by District.
- B. Unless otherwise specified in this Lease, failure by District to make any payment required by District when due, where such failure shall continue for a period of thirty days (30) after written notice thereof by County to District, except that if County serves District with a Notice to Pay Rent or Quit, then material default under this Paragraph 12.1 shall be deemed to have occurred if rent is not tendered to County within sixty (60) days after service of such Notice to Pay Rent or Quit.
- C. Failure by District to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by District, elsewhere specifically described in this Lease where such failure shall continue for a period of sixty (60) days after written notice thereof from County to District, unless a different notice period is provided elsewhere in this Lease. If the nature of District's default is such that more than 60 days are reasonably required for its cure, then District shall not be deemed to be in default if District commences such cure within said 60-day period and thereafter diligently prosecutes such cure to completion.

**12.2 Remedies:**

In the event of any such material default or breach by District, County may at any time thereafter, without notice or demand:

- A. Terminate District's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and District shall immediately surrender possession of the Premises to County. In such event, County shall be entitled to recover from District all damages incurred by County by reason of District's default including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, and reasonable attorney's fees and costs.

- B. Maintain District's right to possession in which case this Lease shall continue in effect whether or not District shall have abandoned the Premises. In such event, County shall be entitled to enforce all of County's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.
- C. Pursue any other remedy now or hereafter available to County under California law. Unpaid installments of rent and other unpaid monetary obligations of District under the terms of this Lease shall bear interest from the date due at the rate set forth in California Government Code section 926.10 (or successor thereto) at the time of the default or breach (currently 6% annually after 60 days).

12.3 Defaults by County:

County shall not be in default unless it fails to perform obligations required of it within a reasonable time, but in no event later than sixty days (60) after written notice by District to County specifying County's failure to perform; provided however, that if the nature of County's obligation is such that more than sixty days (60) are required for performance, then County shall not be in default if it commences performance within such sixty days (60) and thereafter diligently prosecutes the same to completion.

12.4 Remedies

In the event of a material default or breach by County, District may at any time after sixty (60) days notice, and without limiting District in the exercise of any right or remedy that District may have due to such default or breach, pursue any remedy now or hereafter available to District under the laws or judicial decisions of the State of California, including the recovery of interest under Government Code section 926.10 (or successor thereto).

13. NO WAIVER:

Waiver by County of District's breach, or waiver by District of County's breach, of any obligation under this Lease shall not be construed as consent to any future breach of the same or any other obligation.

14. CONDEMNATION:

14.1 Condemnation:

If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power, then this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the building on the Premises, or more if than 25% of the unimproved land area of the Premises, is taken by condemnation, then District may, at District's option, terminate this Lease upon thirty (30) days written notice to County. If District does not terminate this Lease in accordance with the foregoing, then the Lease shall remain in full force and effect as to the portion of the Premises remaining and the rent then shall be reduced in proportion of the floor area of the building or of the unimproved land area taken bears to the total floor area of the building or of the unimproved land area situated on the Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain, or any payment made under threat of the exercise of such power, shall be the property of County, provided however, that District shall be entitled to recover for loss of or damage to District's trade fixtures, or other of District's

improvements pertaining to the Premises, however denominated. If this Lease is not terminated by reason of such condemnation, County shall to the extent of severance damages received by County in connection with such condemnation repair any damage to the Premises caused by such condemnation, except to the extent that District has been reimbursed therefore by the condemning authority and further excepting that the Condemnation does not occur in the last six month period of the term. If Condemnation occurs within the last six months of the term, then at the sole discretion of the County the Premises may be considered damaged and the provisions of Paragraph 10.2 shall apply.

14.2 Limited Applicability:

Paragraph 14.1 will not apply if the Premises are taken under the power of eminent domain and District has rights available under the law concerning relocation payments, assistance, and/or benefits covering the same losses, costs, or damages to which the District would otherwise be entitled under paragraph 14.1.

15. HAZARDOUS MATERIALS:

15.1 Definitions:

For purposes of this Lease it is agreed that unless the context otherwise specifies or requires the following terms shall have the meaning herein specified:

A. "Hazardous Materials" shall mean:

Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) as amended from time to time and regulations promulgated there under ("RCRA"); or

Any "hazardous waste" as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 91 et seq.) as amended from time to time and regulations promulgated there under ("CERCLA"); or

Asbestos, polychlorinated biphenyl's or other substances specifically regulated under the Toxic Substances Control Act (15 U.S.C. § 2601, et seq), as amended from time to time, and regulations promulgated there under ("TSCA"); or

Storage tanks, whether or not underground and whether empty, filled, or partially filled with any substance; or

The presence of oil, petroleum products, and their by-products; or

Any substance the presence of which on the property described as the Premises and as Exhibit A is prohibited by any governmental authority; or

Any other substance which, by any governmental authority, requires special handling or notification of any governmental authority in its collection, storage, treatment, or disposal; or

Any "hazardous substance" or "hazardous waste" as defined in California Health and

Safety Code Sections 5501 and 25501.1.

- B. "Hazardous Material Contamination" shall mean the contamination (whether formerly existing, presently existing, or hereafter occurring) of buildings, facilities, soil, groundwater, air or other elements on or of the property described at Exhibit A by hazardous materials, or the contamination of the buildings, facilities, soil, groundwater, air or other elements on or of any other property as a result of hazardous materials at any time, whether before, or after the date of this Lease, emanating from the property described in Exhibit A.

15.2 Parties' Obligations:

- A. District shall not engage in any activity on or about the Premises that violates any Federal, State or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials, and shall promptly, at District's expense, take all investigatory and/or remedial action required or ordered for clean up of any Hazardous Material Contamination of the Premises caused by District or the elements surrounding same created by District. District shall indemnify and hold County, its agents, employees, and the Premises, harmless from any costs, claims, expenses, penalties and attorney's fees arising out of any violation by District of any Federal, State or local law, rule, or regulation pertaining to hazardous, toxic, or infectious materials, including, but not limited to, the investigation, remediation and abatement of any contamination therein involved. No termination, cancellation or release agreement entered into by County and District shall release District from its obligations under this Paragraph 18, unless said release agreement expressly sets forth County's intention to so release District.
- B. County shall not engage in any activity on or about the Premises that violates any Federal, State or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials, and shall promptly, at County's expense, take all investigatory and/or remedial action required or ordered for clean up of any Hazardous Material Contamination of the Premises caused by County or the elements surrounding same created by County. County shall indemnify and hold District, its agents, employees, and the Premises, harmless from any costs, claims, expenses, penalties and attorney's fees arising out of any violation by County of any Federal, State or local law, rule, or regulation pertaining to hazardous, toxic, or infectious materials, including, but not limited to, the investigation, remediation and abatement of any contamination therein involved. No termination, cancellation or release agreement entered into by County and District shall release County from its obligations under this Paragraph 18, unless said release agreement expressly sets forth District's intention to so release County.

16. MISCELLANEOUS:

16.1 Construction:

The words used in this Lease shall be construed under California Code of Civil Procedure § 17. Titles are used for organization, and shall have no substantive meaning.

16.2 Successors Bound:

This Lease shall be binding upon the heirs, executors, administrators, successors and permitted

assigns of the Parties.

16.3 Time:

Time is of the essence.

16.4 Duly Authorized Representative:

Each individual executing this Lease on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of that Party, except that the parties agree and understand that this Lease shall not become effective until it has been approved by District's governing Board.

16.5 Reasonable Consent:

Whenever consent or approval of either Party is required, that party shall not unreasonably withhold, delay, or condition such consent or approval.

16.6 Subordination:

This Lease is and shall be subordinate to any mortgage now of record or recorded after the date of this Lease affecting the Premises; and District agrees that it will execute, acknowledge and deliver, upon request, all documents reasonably necessary to subordinate this Lease to such mortgage.

16.7 Transfers by County:

In the event of any transfer of interest hereunder by County, whether by sale, foreclosure, exercise of a power of sale under a deed of trust or otherwise, District shall attorn to such transferee of County under this Lease. In the event of such a transfer of County's interest hereunder, then from and after the effective date of such transfer, County shall be released and discharged from all obligations under this Lease except those already accrued.

16.8 Lease Subject to Approval:

District approval of this Lease is subject to the approval of the Governing Board of the Pajaro Valley Unified School District ("Governing Board"), and does not bind the District until such time as the Governing Board approves and consents as required by law. County approval requires that this Lease be executed as provided by Santa Cruz County Code Section 2.14.030.

16.9 Notices:

Any communications under this Lease by either party to the other shall be in writing and shall be delivered personally or sent by prepaid registered mail addressed as below; each party may change its notification address by giving notice to the other party. A facsimile may be transmitted so long as a hard copy is delivered or mailed within 24 hours. The Parties addresses are as follows:

**County:**  
County of Santa Cruz

Department of Public Works  
701 Ocean Street, Room 410  
Santa Cruz, California 95060  
Telephone #: (831) 454-2331  
Fax #: (831) 454-2385

**District:**

Pajaro Valley Unified School District  
294 Green Valley Road  
Watsonville, California 95076  
Telephone (831) 786-2100  
Fax #: (831) 728-8160

16.10 Joint and Several Liability.

If there is more than one lessee hereunder, then the obligations imposed on the lessee hereunder shall be joint and several.

16.11 Effective Date.

This Lease shall be effective upon execution by the parties and approval by District's Governing Board.

**17. EXECUTION AND SIGNATURES:**

**COUNTY: COUNTY OF SANTA CRUZ**

**DISTRICT: PAJARO VALLEY UNIFIED  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
JOHN J. PRESLEIGH  
Director of Public Works

By: \_\_\_\_\_  
Mary Hart  
Associate Superintendent for Business Services

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

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

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Office of the County Counsel

\_\_\_\_\_  
District Counsel

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

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



Approved as to Insurance

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Date

Recommended for Approval:

\_\_\_\_\_  
Chief Real Property Agent

\_\_\_\_\_  
Date

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**PAJARO VALLEY UNIFIED SCHOOL DISTRICT**



**Board Agenda Backup**

Item No: 10.10

**Date:** November 18, 2009

**Item:** Approval of the 2007-2008 Tentative Agreement (TA) between the Communication Workers of America, Local 95123 (CWA), and the Pajaro Valley Unified School District (PVUSD).

**Overview:** The Pajaro Valley Unified School District is requesting approval of the 2007-2008 Tentative Agreement between the District and CWA. The TA requires formal approval from the Board of Trustees.

**Recommendation:** Approved the 2007-2008 Tentative Agreement between CWA and PVUSD.

**Prepared By:** Dr. Albert J. Roman, Assistant Superintendent of Human Resources

**Superintendent's Signature:**

*Dorma Baker (AA)*

## Letter of Agreement

Letter of Agreement between Pajaro Valley Unified School District and Communications Workers of America Local 95123 is entered this day of August 25, 2009 for the expressed purpose of summarizing the negotiated tentative agreement, which reflects changes to the contract as follows:

### Article IV-Section IV- Union Rights

#### Section 4-Right of Access

- Authorized Union representative shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting union members/fee payers and transacting lawful Union business. Upon arriving at a school site, any representative shall first report to the office of the site administrator to announce his/her presence. In no event shall any representative or union member/fee payer interrupt or interfere in any way with normal work. Contact with union members/fee payers, shall be limited to non-classroom teaching hours, such as; breaks, duty-free lunch periods, and before and after school.

#### Section 6 -Union Rights

- The District shall make available a copy of the current Agreement on the District's web page when the technology is developed within the District and provide a link to the CWA 9423.org web page.

### Article VI-Public Complaint Procedures

#### Section 2-Exclusions

- Notwithstanding any other provisions herein, this Article shall not apply in cases involving complaints against union members/agency fee payer in which the subject matter is addressed under state or federal law, including but not limited to, complaints involving child abuse, sexual harassments, discrimination, civil rights, and other statutory violations.

### Article VII

#### Section 2-Removal from SEMS (Substitute Employee Management System)

- In the event a decision is made to remove a substitute from the SEM System, the District shall Notify the employee within (5) workdays from the date of the removal. Upon written request by the union member/fee payer to the District Office Human Resources Department, the employee shall be provided the reason(s) for the removal. If the employee is not satisfied with the reason(s) provided, he/she may request review of the decision by the Assistant Superintendent, Human Resources or designee.

#### Section 3-Scheduling and Assignments

- Through the automated SEM System a substitute has the right to refuse an assignment without prejudice. All effort will be made by the site administrator to honor the initial placement of the substitute upon reporting to the site for duty. All school sites will endeavor to provide a sub orientation folder on first day of assignment.

**Article VII-Working “Files”**

**Section 8-Log**

- The District shall keep a log showing the name and date in which a personnel file was examined by individuals other than the employees assigned to Human Resources and Employment Relations. The log shall be available for examination by the union member/fee payer or Union representative, if so authorized by the union member/fee payer.

**Article IX-Protection and Safety**

**Section 3-Unsafe Conditions**

- It is the responsibility of all union/fee payers to be alert in observing unsafe conditions, and to report unsafe conditions to their supervisor and/\_or District sSafety eOfficer. The supervisor and/or District sSafety eOfficer shall promptly investigate reported unsafe conditions and order appropriate corrective action, if needed.

Article XI-Wages

Section 5-Unsafe Conditions

If another bargaining unit shall receive a wage increase and/or benefits increase for the PVUSD, CWA Local 9423 will be given written notice within 30 days effective date of change. Written notice can be opened for review and changes.

**Article XV-Term of Agreement**

**Section 1-Duration**

Except as provided herein and in Section 2 below, this Agreement shall remain in full force and effect from July 22, 2004-2007 through July 22, 2007-2010 and from year to year thereafter, unless modified or amended pursuant to the following provisions.

**Section 2-Re-openers**

~~No negotiation re-openers for the 2005-05 school year.~~ There are Two (2) negotiation re-openers selected by each party for the 2005-06 2008-2009 school year and Two (2) negotiation re-openers for the 2006-07 2009-2010 school year.

This Memorandum of Agreement shall become effective upon ratification of the 2007-2010.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

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DATE

\_\_\_\_\_  
Signature

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Signature

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Signature

\_\_\_\_\_  
Signature

**PAJARO VALLEY UNIFIED SCHOOL DISTRICT**



***Board Agenda Backup***

Item No: 10.11

**Date:** November 18, 2009

**Item:** Memorandum of Understanding (MOU) Between Pacific Coast Charter School (PCCS) and the Pajaro Valley Unified School District.

**Overview:** PCCS is requesting to change the expiration of the MOU to December 31, 2013 so that it expires at the same time as its charter.

**Recommendation:** Approval the MOUs

**Budget Considerations:**

**Funding Source:**

**Budgeted:**

**Amount:**

**Prepared By:** Dr. Albert J. Roman, Assistant Superintendent of Human Resources

**Superintendent's Signature:** \_\_\_\_\_

*Dorma Baker* (H)

## MEMORANDUM OF UNDERSTANDING

Pajaro Valley Unified School District ("District"), a public school district, and Pacific Coast Charter School ("Charter School"), a public charter school, hereby enter into this memorandum of understanding ("Memorandum") effective as of July 27, 2006 based on the following recitals:

- A. The Charter School operates under a charter ("Charter") granted by the Board of Trustees of the District ("Board"). The Charter expires December 31st, 2013.
- B. It is the District's position that the Charter School is not a separate legal entity from the District and that the Charter does not constitute a contract. It is the Charter School's position that the Charter School is a separate legal entity under the Charter Schools Act and that the charter does constitute a mutually binding contract.

NOW THEREFORE, in consideration of the covenants and conditions of this Memorandum, the District and the Charter School (collectively the "Parties" and each individually a "Party") hereby agree as follows, subject to approval by the Board:

- 1. Term. The term of this Memorandum shall commence on the effective date hereof and shall expire upon the expiration of the Charter on December 31st, 2013 unless amended or earlier terminated as provided herein. Notwithstanding the foregoing, the Parties agree that the terms hereof regarding services provided by the District to the Charter School and the charges therefore shall apply retroactively to services provided by the District to the Charter School during the 2006-2007 school year.
- 2. Local Funding. The Charter School has opted to receive funding from the State for its operation through the District, pursuant to Education Code Section 47651. So as to ensure the effectiveness of this Memorandum, during the Original Term and any Renewed Term of this Memorandum up to the expiration of the Charter on December 31st, 2009, the Charter School agrees not to exercise its option under Education Code section 47651, subdivision (b) to receive funding from the State directly. The Parties have agreed to use the District's enrollment projections for each school year during any term of this Memorandum in planning for the needs of the District and the Charter School.
- 3. Charter School Responsibilities.
  - 3.1 *Name*. The Charter School will be known as "Pacific Coast Charter School", and shall not represent itself by any other name when carrying out its activities.
  - 3.2 *Notification of Changes*. The Charter School shall notify the Assistant Superintendent of the District with oversight responsibility for the Charter School of any significant changes in the operations or status of the Charter School as soon as practical, but in no event later than thirty (30) days after the Charter School has knowledge of the change or impending change. Significant changes include (but are not limited to):

- (a) Any change in contact information such as phone numbers, fax numbers, etc.;
  - (b) Any change in Charter School officers and Governing Council members, including the senior employee responsible for Charter School operations (i.e., principal); and
  - (c) Being named as a party in any litigation, including court and administrative proceedings.
- 3.3 *Categorical Programs.* The Charter School shall be subject to the same level of review by the District of its participation in and compliance with State and federal categorical funding programs as any non-charter school within the District. The Charter School must comply with any and all requests from the District, whether mandated by law or otherwise, for information and data regarding its participation in such programs.
- 3.4 *District Policies.* The Charter School shall comply with all District policies and regulations that do not conflict with the Charter unless expressly exempted from any such policy or regulation. If the District determines that the Charter School has violated any policy, the District will give notice of the violation to the Charter School and provide the Charter School with an opportunity to cure that violation.
4. Supervisory Oversight. The District's supervisory oversight responsibilities are set forth in the Education Code, particularly section 47604.32 thereof. Supervisory oversight is performed by the District Assistant Superintendent with oversight responsibility for the Charter School, who is hereby designated as the contact person for the Charter School pursuant to Education Code section 47604.32, subdivision (a). The District shall assess a charge to PCCS in the amount of one percent (1%) of the Charter School's revenue as per the current rental agreement. If the Charter School moves from its current location in the Towers complex, the Charter School may be subject to an "Oversight Charge" as defined in Education Code section 47613, subdivision (b). The Charter School shall reserve within its budget one percent (1%) of its revenue for the purposes of paying its share of the rent, as well as the annually estimated cost of services provided to the Charter School by the District as set forth in Section 5.
5. Services Provided by the District. The District has provided the Charter School with services necessary to the Charter School's operation since the Charter was first granted by the District, and the Parties wish to continue that relationship by this Memorandum. The District will continue to provide to the Charter School, and the Charter School will continue to purchase from the District, the services set forth in this Section 5. The Charter School will receive services of the same quality and with the same frequency as provided to non-charter schools within the District.

Except as noted, these services shall be charged to the Charter School on a "per ADA basis". A "per ADA basis" means that the District shall on an annual basis charge the Charter School for each service received by the Charter School an amount that is equal to

the District's actual cost of providing such service to all charter and non-charter schools in the District receiving such service multiplied by the ratio of Charter School ADA (as set forth on the annual P2 report for the Charter School) over District ADA (for these purposes, District ADA shall be deemed to include ADA for all District schools and for all charter schools receiving such service, as set forth on the annual P2 report for the District and the charter schools). The District and the Charter School agree that a "per ADA basis" is the fairest and most efficient means of determining the actual cost of providing each service to the Charter School.

The District reserves the right to assess a charge for any extraordinary service (above and beyond those services provided to the Charter School at the time this Memorandum is executed as described in this Section 5) requested by the Charter School in writing and agreed to by the District in its sole discretion at the actual cost of such extraordinary service.

The District shall process all charges due for services against the Charter School's funding appropriation on an annual basis at the conclusion of each fiscal year during the term of this Agreement. The District will provide the Charter School with an annual statement reflecting all charges for services provided to the Charter School by the District during that fiscal year. Upon the Charter School's written request, the District will provide the Charter School with documentation to substantiate and prove the cost of any service provided. The District will provide notice by June 15 of any year during the term of this Agreement if it projects that the cost for any service provided to the Charter School will increase by more than 5% in the next succeeding year.

If a dispute arises over charges for services provided by the District to the Charter School, the District and the Charter School agree to utilize the dispute resolution process set forth in Section 9 of this Memorandum.

5.1 *Accounting.* The District provides all necessary accounting services to the Charter School, including:

- \* Maintenance of a chart of accounts, account code structure, and financial ledgers;
- \* Posting of all financial transactions to the Charter School's ledgers;
- \* Assistance with system instruction and attendance reporting;
- \* Preparation of required financial reports including annual reports and statements required by the California Department of Education and other outside agencies and presentations to the Board for approval on various State and federal required applications; and
- \* Inclusion in the District's annual audit.

5.2 *Payroll.* The District provides all payroll services to the Charter School, including:

- \* Section 125 enrollment;



- \* Preparation of pay warrants, distribution of payroll checks and execution of direct deposits;
- \* Calculation and forwarding of all tax, benefit, retirement, and other withholdings;
- \* Preparation of and forwarding of tax withholdings and related documentation to state and federal tax authorities;
- \* Benefit enrollment; and
- \* Workers compensation administration.

- 5.3 *Personnel.* The District provides all human resources and personnel services to the Charter School, including screening, hiring, and discipline of employees assigned to the Charter School, all in accordance with section 8 of this Memorandum.
- 5.4 *Accounts Receivable and Payable.* The District manages the Charter School's accounts receivable and payable, including the following services:
- \* Credit card distribution, payment and monitoring;
  - \* Processing of all purchase orders and check requests in a timely fashion;
  - \* Preparation and deposit of all deposits; and
  - \* Posting relevant information to appropriate ledgers.
- 5.5 *Budget Development and Fiscal Planning.* The District assists the Charter School to accurately identify its revenues, compare estimated revenues with actual revenues, and project and monitor expenditures. The District also assists with preparing and revising long-term financial projections.
- 5.6 *Purchasing.* The Charter School uses the procedures of the District's Purchasing Department to purchase goods and services related to the conduct of school business and all such purchases shall be processed through the Purchasing Department, including but not limited to processes in place for bidding, independent contractors, and use of District office product contracts and credit card systems. The Charter School agrees that all purchases and purchase order requests shall be processed according to the procedures set forth in the District's Purchasing Department handbook, including but not limited to approval by the District's governing Board. The Charter School shall have the authority to contract for such outside services, including legal services, as are consistent with its Charter and the terms of this Memorandum, subject to the oversight responsibilities of the District's Board as set forth in Education Code sections 47604.32 and 47607. Purchase agreements negotiated by the District include the Charter School as appropriate. The Charter School is responsible for paying for the actual direct costs of the goods or services purchased.
- 5.7 *Student Data Information Management.* The District has established and will continue to provide technical assistance in the maintenance of a student information management system that tracks the following, at a minimum: average

daily attendance, enrollment, standardized and alternative assessment data, emergency contacts, race/ethnicity, age, address, parent/guardian, immunization, discipline/suspension/expulsion. The student information management system is Internet accessible and provides access to the District's network. The Charter School has full responsibility for entering data into this system. The District prepares and files with the State appropriate attendance and related reports derived from data entered into the system by the Charter School.

- 5.8 *Insurance.* The District, through its purchasing pools, assists the Charter School in obtaining general liability insurance and property insurance in an amount acceptable to the District, on which policies the District is a named insured. The Charter School is not required to budget the amount of any deductible under such policies, but is required to reimburse the District in the event of a loss. The District includes the Charter School in the District's own policies for workers' compensation and unemployment insurance, the cost of which is chargeable to the Charter School on a per payroll basis. Upon the execution of this Memorandum, the Charter School shall purchase sufficient errors and omissions insurance coverage to protect the District against liabilities incurred by the Governing Council of the Charter School as needed.
- 5.9 *Facility Services.* The Charter School is entitled to maintenance and custodial services at its school site as per the rental agreement.
- 5.10 *Utilities.* The Charter School is entitled to all utilities to its school site, including but not limited to telephone, gas, water, waste, etc., as per the rental agreement.
- 5.11 *Technology: Infrastructure and Service.* The District has installed and shall maintain Internet networks and email service at the Charter School's school site and provides necessary hardware and software at a level consistent with that received by non-charter schools in the District.
- 5.12 *Transportation.* This section does not apply to the Charter School as long as the Charter School does not request transportation services from the District.
- 5.13 *Food Service.* This section does not apply to the Charter School as long as the Charter School does not request food services from the District.
- 5.14 *Health Services/Psychological Services.* The District provides the same level of health and psychological services to the Charter School's students as received by students in non-charter schools in the District. Health and psychological services shall be charged to the Charter School at the actual cost to the District of providing such services, and not on a per ADA basis. In this context, "actual cost" shall mean that proportion of the salary and benefits of any employee or employees assigned to the Charter School to provide such services equal to the amount of the employee's or employees' time spent in providing services to the Charter School in relation to the employee's or employees' time spent otherwise

employed by the District. "Actual cost" shall also include any actual incidental costs of providing health and psychological services to the Charter School (e.g., supplies).

- 5.15 *Program Evaluation.* The Charter School administers state-mandated and District tests in partnership with the District. The District's Program Evaluation Office provides those services and support to the Charter School equal to those received by all non-charter schools in the District.
- 5.16 *State and Federal Programs Compliance Support.* The District's State and Federal Programs Office provides services related to oversight of both state and federal categorical programs in which the Charter School participates. Assistance includes the generation of required reports, supervision of rules, regulations and procedures related to categorical programs, oversight of categorical budgets and other related activities. Charges for such services are calculated based on the number of qualifying students of the Charter School.
- 5.17 *Summer School/Extended Day Programs.* The District makes summer school and extended day programs to Charter School students to the same extent as non-charter school students in the District. The District shall not discriminate against Charter School students in its provision of such services. Such services are charged on a per ADA basis for each Charter School student served by summer school or extended day programs.
- 5.18 *Migrant Services.* The District provides migrant services to Charter School students and parents in proportion to the Charter School's pro rata share of revenue granted to the District for such services.
- 5.19 *Retiree Benefits Charge.* The District has established an irrevocable trust for the accumulation of retiree benefits. The Charter School will be charged its pro rata share of contributions to such trust in proportion to the share of programs, including categorical programs, in which the Charter School participates.
- 5.20 *Student Services (Child Welfare and Attendance).* The District provides all Child Welfare and Attendance (CWA) services to the Charter School, including Student Attendance Review Committee (SARC) and Student Attendance Review Board (SARB) proceedings, hearings, expulsions, and other student discipline.
- 5.21 *Special Education.* The District and the Charter School have concurrently herewith entered into a Special Education Services Agreement pursuant to which the District will continue to provide special education services to the Charter School in order to ensure the Charter School's compliance with the Individuals with Disabilities in Education Act ("IDEA"). The District does not provide services to the Charter School to ensure its compliance with Section 504 of the Rehabilitation Act ("Section 504") or the Americans with Disabilities Act ("ADA"). Absent agreement of the Parties to the contrary, the Charter School

shall be solely responsible, at its own expense, for compliance with Section 504 and the ADA with respect to eligible students.

6. Attendance and Enrollment.

- 6.1 *Attendance.* The Charter School will adhere to the District's attendance calendar, and required instructional minutes. The Charter School will work with the District's attendance system provided pursuant to section 5.7 hereof, to contemporaneously record and account for ADA. These records shall be auditable and shall be within the scope of the District's annual audit. The Charter School will report ADA figures to the District as appropriate and on a timely basis. The District will report ADA data to the Santa Cruz County Office of Education and/or the California Department of Education as necessary to enable the school to receive categorical and block grant funding. The Charter School shall also obtain and work cooperatively to supply to the District in a timely and accurate fashion any other information necessary to enable the District to calculate the Charter School's entitlement to all available funding sources.
- 6.2 *California Basic Education Data System (Enrollment) CALPADS.* The Charter School shall obtain a CDS code number from the California Department of Education and complete and submit enrollment and other demographic information, if necessary, through the District or County Office of Education, to the California Basic Education Data System (CBEDS).
- 6.3 *Field Trips.* The Charter School agrees to comply with all District policies and procedures with respect to the scheduling, supervision and approval of field trips. This requirement is necessary for the District to meet its responsibilities to the students of the District and the Charter School and to ensure compliance with the District's and the Charter School's insurance policies.
- 6.4 *FERPA.* The Charter School shall, pursuant to Education Code Section 47604.3, promptly provide the District with all requested information and records, including pupil records protected by the Federal Educational Records Privacy Act ("FERPA"), personal records, or any other information not generally available to the public. The Charter School and the District agree that the District is an authorized educational agency for reviewing pupil records from the Charter School.

7. Public Access and Conflicts of Interest.

- 7.1 *Public Access.* The Charter School and the District acknowledge that the Charter School is a public school, part of our education system, and funded by public education dollars. As a public entity, it is important that the Charter School conduct its business in a manner open to the public, to which it is ultimately accountable. Accordingly, the Charter School's records shall also be open to the public upon request and its business shall be conducted in accordance with

principles of open government. The Charter School shall comply with the Public Records Act (Gov. Code §§ 6250 et seq.) and the Brown Act (Gov. Code §§ 54950 et seq.) in all respects.

7.2 *Charter School Responsibility.* The Charter School shall be solely liable for any violations of State laws regarding public access to its records or to meetings of its governing body or conflicts of interest by its officials. Nothing in this Section 7 shall render the District responsible for ensuring the Charter School's compliance with State laws regarding public access or conflicts of interest nor liable for any violation of the Charter School of such laws.

8. Employees Assigned to the Charter School.

8.1 *Employee Representation.* The District shall be the exclusive public school employer of employees assigned to the Charter School for the purposes of the Educational Employment Relations Act. Employees assigned to the Charter School remain employees of the District and are members of District bargaining units and will abide by the same collective bargaining agreements as other District employees. The District will represent the Charter School's interests in negotiating contracts with the District bargaining units. The District's Personnel Commission shall represent the classified staff assigned to the Charter School.

8.2 *Employment Decisions.* As the exclusive public school employer of employees assigned to the Charter School, the District retains ultimate responsibility for the employment, management, dismissal and discipline of its employees assigned to the Charter School. The Charter School shall be subject at all times to the policies and practices of the District's Human Resources Department and at the ultimate discretion of the District's governing board. The Charter School shall at all times adhere to the District's timetables for making employment related decisions and shall coordinate employment recommendations with the District's Human Resources Department in order to maintain compliance with the Education Code and the District's collective bargaining agreements.

8.3 *Employee Credentials.* Pursuant to Education Code section 47605(1), Charter School teachers shall be required to hold a Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold. These documents shall be maintained on file at the District's Human Resources office.

8.4 *District Committees.* Because employees assigned to the Charter School have different interests and different responsibilities than non-Charter School District employees, such employees shall not be regular participants on District committees but may be invited to participate by the District.

8.5 *Inservice Training.* The District will invite employees assigned to the Charter School to inservice training on a space-available basis. If the District has incurred

costs for the inservice, a fee to the Charter School may be established for the participation of employees assigned to the Charter School.

9. Dispute Resolution. In the event of a dispute between the Charter School and the District, the following procedures shall be followed:
  - 9.1 *Statement of Dispute*. The governing body of the Charter School and the District Assistant Superintendent with oversight responsibility for the Charter School will first frame the issue in written format and refer the issue to the Superintendent of the District and the Principal of the Charter School. In the event that the District believes that the dispute relates to an issue that could lead to revocation of the Charter, this shall be specifically noted in the written dispute statement.
  - 9.2 *Informal Resolution*. The Superintendent and the Principal shall informally meet and confer in a timely fashion to attempt to resolve the dispute. In the event that this informal meeting fails to resolve the dispute, both Parties shall identify two members from their respective governing bodies who shall jointly meet with the Superintendent and the Principal and attempt to resolve the dispute in a timely fashion.
  - 9.3 *Mediation*. If informal resolution fails to resolve the dispute, the Superintendent and the Principal shall meet to jointly identify a neutral, third party mediator. The format of the mediation session shall be developed jointly by the Superintendent and the Principal, and shall incorporate informal rules of evidence and procedure unless both Parties agree otherwise. The findings or recommendations of the mediator shall be non-binding on the governing board of the District. The Charter School and the District shall bear their own costs of mediation and each Party shall pay one half of the cost for the services of the mediator.
  - 9.4 *Final Resolution by Governing Board of the District*. The findings or recommendations of the mediator shall be presented to the governing Board of the District for final resolution of the dispute at a regularly scheduled public meeting of the Board. The governing Board may accept, reject or modify the recommendations of the mediator and the Board's resolution of the dispute that was the subject of the mediation shall be final and binding on the District and the Charter School. The Charter School expressly agrees that it will not initiate, prosecute, or join in any legal action against the District except to compel compliance with this section 9 of the Memorandum.
  - 9.5 *District Oversight*. Notwithstanding anything in this Section 9, Section 10 below, or the Charter, participation by the District in any dispute resolution process shall in no way interfere with the District's statutory oversight responsibilities and powers, its power to revoke the Charter in compliance with the Education Code, and its rights and responsibilities as the exclusive public school employer of employees assigned to the Charter School, and with respect to such matters only

participation by the District in the dispute resolution process set forth herein shall be entirely voluntary for the District.

10. Revocation of Charter. If the Board believes it has cause to revoke the Charter, the Board will notify the governing body of the Charter School in writing, noting the specific reasons for which the Charter may be revoked, and grant the Charter School reasonable time to respond to the notice and take appropriate corrective action. If, in the opinion of the Board, the governing body of the Charter School fails to take appropriate corrective action in response to a notice from the District that cause exists to revoke the Charter, if such corrective action is inadequate, or if the cause for which the District may revoke the Charter persists despite corrective action by the Charter School, the Board may proceed to revoke the Charter without regard to the dispute resolution procedures set forth in Section 9 hereof. In the event the Charter is revoked, the District shall be responsible for closing out the Charter School's operations, including conducting a final accounting and the disposal of the Charter School's assets. In such event, former officers and employees of the Charter School shall cooperate with the District's closing out efforts upon the District's request.
11. Miscellaneous.
  - 11.1 *Termination*. In the event that the Charter is revoked by the District, this Memorandum shall automatically terminate as of the effective date of such revocation, with the exception of Section 10 hereof. This Memorandum shall otherwise terminate only as provided in Section 1 hereof.
  - 11.2 *Construction*. Each of the Parties acknowledges and agrees that this Memorandum is to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.
  - 11.3 *Venue*. Any action or proceeding by any Party to enforce the terms of this Memorandum shall be brought solely in the Superior Court of the State of California for the County of Santa Cruz, subject to any motion to transfer venue.
  - 11.4 *Applicable Law*. This Memorandum shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California.
  - 11.5 *Severability*. If any provision or any part of this Memorandum is for any reason held to be invalid and or unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this memorandum shall not be affected thereby and shall remain valid and fully enforceable.
  - 11.6 *Prevailing Authority*. In the event of a conflict between the law and the terms of this Memorandum, the law shall prevail, and any such conflicting terms shall be severed from this Memorandum and nullified. In the event of a conflict between

the Charter and this Memorandum, the terms of this Memorandum shall prevail and shall be deemed an amendment to the Charter, replacing any conflicting terms therein.

- 11.7 *No Admission.* Except as expressly agreed herein, nothing contained herein shall constitute an admission of fact or law.
- 11.8 *Amendment.* This Memorandum may be amended only by the mutual agreement of both Parties.
- 11.9 *Binding Obligation; Execution.* If and to the extent that the Charter School is a separate legal entity from the District, the Charter School expressly agrees that this Memorandum is a binding obligation on the Charter School and the District agrees that this Memorandum is a binding obligation on the District. This Memorandum may be executed in one or more counterparts, each of which shall constitute an original of the Memorandum. Each of the persons signing this Memorandum represents and warrants that such person has been duly authorized to sign this Memorandum on behalf of the Party indicated. This Memorandum shall not become effective unless and until it is approved by the Board and executed by the Charter School on or before noon on July 27, 2006

By: \_\_\_\_\_  
Vicki Carr, Principal  
Pacific Coast Charter School

By: \_\_\_\_\_  
Dorma Baker Superintendent  
Pajaro Valley Unified School District

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

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



## SPECIAL EDUCATION SERVICES AGREEMENT

Pajaro Valley Unified School District (“District”), a public school district, and Pacific Coast Charter School (“Charter School”), a public charter school, hereby enter into this memorandum of understanding (“Memorandum”) effective as of January 26, 2005 based on the following recitals:

- A. The Charter School operates under a charter (“Charter”) granted by the Board of Trustees of the District (“Board”). The Charter expires on December 31, 2013.
- B. The District operates its own special education local plan area (“SELPA”) for the provision of special education services to students within the District. The District and the Charter School are entering this Agreement to set forth the responsibilities of each of the Parties with respect to the delivery and financing of special education services to children enrolled at the Charter School.
- C. It is the District’s position that the Charter School is not a separate legal entity from the District and that the Charter does not constitute a contract.

NOW THEREFORE, in consideration of the covenants and conditions of this Agreement, the District and the Charter School (collectively the “Parties” and each individually a “Party”) hereby agree as follows, subject to approval by the Board:

- 1. Term. The term of this Agreement shall commence on the effective date hereof and shall expire upon the expiration of the Charter on December 31, 2013 unless amended or earlier terminated as provided herein.
- 2. Charter School as Local Educational Agency. If the Charter School applies to become a member Local Educational Agency (LEA) of the SELPA, this Agreement shall automatically terminate upon the final approval of such LEA status. Once granted membership in the SELPA as an LEA, the Charter School shall participate in the SELPA in the manner set forth for LEAs in the Local Plan.
- 3. Section 504 and the ADA. This Agreement is intended to address the responsibilities of the Parties with respect to the provision and financing of special education services under the Individuals with Disabilities and Education Act (“IDEA”) and does not cover services or accommodations required under Section 504 of the Rehabilitation Act (“Section 504”) nor under the Americans with Disabilities Act (“ADA”). Absent agreement of the Parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 and the Americans with Disabilities Act (“ADA”) with respect to eligible students.
- 4. Designated Representative. The District’s designated representative for issues arising under this Agreement is the District’s Director of SELPA and Special Education Services, who shall have the authority to act on behalf of the District in accordance with the terms hereof. The Charter School shall designate a representative in writing and this

representative shall have the authority to act on behalf of the Charter School consistently with the terms hereof.

5. Services.

- 5.1 *School within the District.* The Charter School and the District intend that the Charter School will be treated in the same manner as any other public school in the District with respect to the provision of special education services, including the allocation of duties between on-site staff and resources and the District staff and resources.
- 5.2 *Division and Coordination of Responsibility.* The District and the Charter School agree to allocate responsibility for the provision of services (including but not limited to identification, evaluation, Individualized Education Plan (“IEP”) development and modification, and educational services) in a manner consistent with their allocation between the District and its non-charter schools. Where particular services are generally provided by District staff at the local school site level, the Charter School will be responsible for assigning said staff and programming. Where particular services are generally provided to the non-charter schools by the SELPA, those services will be made available to the Charter School in a similar fashion. In all cases, the District will provide staff and services at a level that corresponds to the number of students at the Charter School needing special education services.
- 5.3 *Identification and Referral.* The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. As between the Charter School and the District, the Charter School is solely responsible for obtaining the cumulative files, prior and/or current IEP and other special education information upon the enrollment in the Charter School of any student from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and where appropriate utilized.

If in any school year the percentage of Charter School students identified for special education services exceeds the percentage of students in the District’s non-charter schools identified for such services by 5% or more, the SELPA shall conduct a review of the identification processes at the Charter School for that school year.

The District shall provide the Charter School with any assistance that it generally provides its non-charter schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of any student transferring to the Charter School from any non-charter District school who has an existing IEP in the same manner that it ensures the forwarding of such information between District schools.

- 5.4 *Assessment.* The SELPA shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the District's general practice and procedure and applicable law. The Charter School shall not conduct unilateral independent assessments without prior written approval of the District.
- 5.5 *Individualized Education Plan.* Responsibility for arranging necessary IEP meetings shall be allocated in accordance with the District's general practice and procedure and applicable law. Decisions regarding a student's eligibility for special education services, goals and objectives for that student, program design, placement in special education services and exit from special education shall be made by the IEP team for each student. IEP teams shall be composed in compliance with state and federal law and shall include the designated representative of the Charter School (or designee) and the designated representative of the District (or designee). Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the SELPA.
- 5.6 *Interim Placement.* If any student (whether from within the District or from outside the District) enrolls in the Charter School with a current IEP, the District and the Charter School shall timely conduct an IEP meeting in accordance with applicable law, and the SELPA shall implement the existing IEP to the extent possible. The Charter School shall notify the District immediately of the enrollment or intended enrollment of any student with an existing IEP. The District will provide consultative assistance to Charter School to help with the transition of each such student into the Charter School's program.
- 5.7 *Educational Services and Programs.* To the extent that a student's IEP requires educational or related services to be delivered by staff other than the Charter School staff, the District shall provide and/or arrange for such services in the same manner that it would be legally obligated to provide to the students at its other District schools. District services shall include consultative services by District staff to Charter School staff in the same manner that District staff consults with staff at other District schools.
- 5.8 *Parent Concerns.* The Charter School shall instruct parents and guardians of students enrolled at the Charter School that concerns regarding special education services, related services and rights are to be addressed first to the Charter School staff. The Charter School staff shall then in turn consult with the designated

representative of the District regarding such concerns. The District representative in consultation with the Charter School's designated representative shall be responsible for responding to and addressing parent and guardian concerns regarding special education services at the Charter School.

- 5.9 *Due Process Hearings.* In consultation with the Charter School, the District may initiate a due process hearing on behalf of a student enrolled in Charter School as the District determines is legally necessary to meet its responsibilities under federal and state law. The District and Charter School shall work together to defend any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal counsel representation is needed, the District/Charter School shall be jointly represented by District legal counsel, unless there is a conflict of interest. In the case separate counsel is needed by the Charter School, the Charter School shall be responsible for the separate costs of its legal counsel, in addition to its responsibility for special education costs as set forth in this Agreement.
- 5.10 *SELPA Activities.* Reports regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools within the District. To the extent that the District or the SELPA provides training opportunities and/or information regarding special education to site staff of District schools, such opportunities/information shall be made available to Charter School staff.
- 5.11 *School District of Residence.* The District shall be responsible for providing all services under this Agreement to all students of the Charter School regardless of their school district of residence.
- 5.12 *SELPA Requirements.* The Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to District policies with regard to special education and related services.
- 5.13 *Contracted Services.* If necessary, the District may seek out contracts with other school districts, companies or organizations to provide services to Charter School students under this Agreement. The Charter School shall assist the District in procuring such services as necessary.

## 6. Funding.

- 6.1 *Retention of Special Education Funds by District.* The Parties agree that, as set forth in this Agreement, the Charter School has elected to be treated like any other public school in the District for the purposes of receiving special education services and the District has agreed to provide special education services for the Charter School, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and

federal special education funding allocated through the SELPA for students attending the Charter School.

- 6.2 *Charter School Contribution to Encroachment.* The Charter School shall pay to the District a pro rata share of the District's special education costs that are unfunded by the State ("Encroachment").

At the end of each fiscal year, the District shall calculate the Charter School's pro rata share of the District-wide Encroachment for that year by dividing the total amount of the Encroachment (including those costs attributable to the Charter School) by the District's total ADA for that year (including ADA for all charter schools in the District receiving special education services through the SELPA) and multiplied by the Charter School's ADA for that year. The Charter School's ADA for these purposes shall include all students attending the Charter School, regardless of home school district. Adjustments will be made to include, on a pro rated basis, students who enrolled after the student-enrollment calculation was made, or for students who left during the academic year. The Charter School shall pay its pro rata share of Encroachment for each fiscal year in monthly installments throughout the following fiscal year.

- 6.3 Special Education Funds Allocated to Schools of District. To the extent that the District allocates a portion of special education funds to its school sites for services provided locally on site, the District shall equally allocate special education funds to the Charter School using the same formula.

7. Employees Assigned to the Charter School.

- 7.1 *Employee Representation.* The District shall be the exclusive public school employer of employees assigned to the Charter School for the purposes of the Educational Employment Relations Act. Employees assigned to the Charter School remain employees of the District and are members of District bargaining units and will abide by the same collective bargaining agreements as other District employees. The District will represent the Charter School's interests in negotiating contracts with the District bargaining units. The District's Personnel Commission shall represent the classified staff assigned to the Charter School.

- 7.2 *Employment Decisions.* As the exclusive public school employer of employees assigned to the Charter School, the District retains ultimate responsibility for the employment, management, dismissal and discipline of its employees assigned to the Charter School. The Charter School shall be subject at all times to the policies and practices of the District's Human Resources Department and the ultimate discretion of the District's governing board. The Charter School shall at all times adhere to the District's timetables for making employment related decisions and shall coordinate employment recommendations with the District's Human Resources Department in order to maintain compliance with the Education Code and the District's collective bargaining agreements.

- 7.3 *Employee Credentials.* Pursuant to Education Code section 47605(1), Charter School teachers shall be required to hold a Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold. These documents shall be maintained on file at the District's HR Department.
- 7.4 *District Committees.* Because employees assigned to the Charter School have different interests and different responsibilities than non-Charter School District employees, such employees shall not be regular participants on District committees but may be invited to participate by the District.
- 7.5 *Inservice Training.* The District will invite employees assigned to the Charter School to inservice training on a space-available basis. If the District has incurred costs for the inservice, a fee to the Charter School may be established for the participation of employees assigned to the Charter School.

8. Miscellaneous.

- 8.1 *Termination.* In the event that the Charter School's charter is revoked by the District, this Agreement shall automatically terminate as of the effective date of such revocation. This Agreement shall otherwise terminate only as provided in Section 1 or Section 2 hereof.
- 8.2 *Construction.* Each of the Parties acknowledges and agrees that this Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the parties as draftsman or otherwise.
- 8.3 *Venue.* Any action or proceeding by any Party to enforce the terms of this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Cruz, subject to any motion for transfer of venue.
- 8.4 *Applicable Law.* This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California.
- 8.5 *Severability.* If any provision or any part of this Agreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.
- 8.6 *Prevailing Authority.* In the event of a conflict between the law and the terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. In the event of a conflict between the

Charter and this Agreement, the terms of this Agreement shall prevail and shall be deemed an amendment to the Charter, replacing any conflicting terms therein.

- 8.7 *No Admission.* Except as expressly agreed herein, nothing contained herein shall constitute an admission of fact or law.
- 8.8 *Amendment.* This Agreement may be amended only by the mutual agreement of both Parties.
- 8.9 *Binding Obligation; Execution.* If and to the extent that the Charter School is a separate legal entity from the District, the Charter School expressly agrees that this Agreement is a binding obligation on the Charter School and the District agrees that this Agreement is a binding obligation on the District. This Agreement may be executed in one or more counterparts, each of which shall constitute an original of the Agreement. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated. This Agreement shall be executed by the Charter School prior to its submission to the Board and shall become effective immediately upon its approval by the Board.

By: \_\_\_\_\_  
Vicki Carr, Principal  
Pacific Coast Charter School

By: \_\_\_\_\_  
Dorma Baker, Superintendent  
Pajaro Valley Unified School District

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

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