

**Berkeley Unified School District
Office of the Superintendent
2134 Martin Luther King Jr. Way
Berkeley, CA 94704-1180
Phone: (510) 644-6206 Fax: (510) 540-5358**

BOARD OF EDUCATION – MEETING AGENDA*
Wednesday, October 27, 2010

Call to Order The Presiding Officer will call the Meeting the
Regularly Scheduled Board of Education Meeting to Order at
6:00 pm, recess to Closed Session and convene in Public Session
by **7:30 pm**

Members Present:
Karen Hemphill, President
Beatriz Leyva-Cutler, Vice President
Nancy Riddle, Director
John T. Selawsky, Director/Clerk
Shirley Issel, Director
Lias Djili, Student Director

Administration: Superintendent William Huyett, Secretary
Javetta Cleveland, Deputy Superintendent
Neil Smith, Assistant Superintendent of Educational Services
Delia Ruiz, Assistant Superintendent of Human Resources_

The Board will recess into closed session under the authority of the Brown Act (including but not limited to Government Code section 54954.5, 54956.8, 54956.9, 54957, 54957.6, as well as Education Code section 35146). Under Government Code section 54954.3, members of the public may address the board on an item on the closed session agenda, before closed session.

- a) Conference with Legal Counsel – Existing Litigation/Anticipated
- b) Consideration of Student Expulsions
Student Case No. 1001-05-090703
- c) Collective Bargaining
- d) Public Employee Discipline/Dismissal /Release/Evaluation
- e) Public Employment /Appointment
- f) Liability Claims
Claim No. IN0003
- g) Property Acquisition & Disposal

* Board agenda posted on District website: www.berkeley.k12.ca.us

** The Student Director does not attend Closed Session

The Berkeley Unified School District intends to provide reasonable accommodations in accordance with the Americans with Disabilities Act of 1990. If a special accommodation is desired, please call the Superintendent's Office 48 hours prior to the meeting at 510-644-6206

REGULAR MEETING AGENDA

CALL TO ORDER

Report Closed Session actions

Approve Regular Meeting Agenda of October 27, 2010

RECOGNITION

Janet Huseby, Volunteer Coordinator and Irma Parker and Leticia Amezcua, Home-School Liaisons at Berkeley High School

TEACHING AND LEARNING

Music in the Middle Schools, Suzanne McCulloch , Program Supervisor, Visual and Performing Arts

PUBLIC TESTIMONY

Persons wishing to address the Board should fill out a card located on the table by the door and submit the completed card to the Board Recorder. Speakers will be selected by lottery. The Public Testimony is limited to 30 minutes – 3 minutes per speaker. Speakers with the same concerns are encouraged to select a spokesperson to address the Board.

Union Representatives' Reports
Board Members' Reports
Superintendent's Report

APPROVE CONSENT CALENDAR

CONSENT ITEMS

These items are considered routine and may be enacted by a single motion. Any items needing discussion may be moved to the appropriate section of the agenda upon the request of any member of the Board.

Human Resources

2.1-C Approval of Personnel Report	<u>Staff Recommendation:</u> Approve Personnel Report No. 10-19	7
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Educational Services

3.1-C Approval of Overnight Field Trips	<u>Staff Recommendation:</u> Approve the overnight field trips consistent with District policies and instructional programs	12
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Business Services

4.1-C Approval of Contracts/Purchase Orders for Services Contracts	<u>Staff Recommendation:</u> Authorize Deputy Superintendent and/or Purchasing Manager to execute contracts and purchase orders	14
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4.2-C Approval of Listing of Warrants Issued in September 2010	<u>Staff Recommendation:</u> Approve the Listing of Warrants issued in September 2010	16
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4.3-C Approval of Payroll Warrants issued in September 2010	<u>Staff Recommendation:</u> Approve Payroll Warrants issued in September 2010	18
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4.4-C Acceptance of Gifts/Donations	<u>Staff Recommendation:</u> Accept the donations/gifts to the District and request staff to extend letter of appreciation	20
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4.5-C Approval of Memorandum of Understanding with Bay Area Community Resources	<u>Staff Recommendation:</u> Approve the Memorandum of Understanding with Bay Area Community Resources	22
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Facilities

5.1-C Approval to Accept the Roofing Project at Emerson School	<u>Staff Recommendation:</u> Accept the roofing project at Emerson School	28
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ACTION ITEMS

These items are presented for action at this time. They may have been reviewed at a previous meeting

Human Resources

2.1-A Appointment of Personnel Commissioner	<u>Staff Recommendation:</u> Appoint Personnel Commissioner	30
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Educational Services

3.1-A District Goals for 2010-13	<u>Staff Recommendation:</u> Approve District Goals for 2010-13	32
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Business Services

4.1-A Resolution No. 11-19 Tax and Revenue Anticipation Notes TRANS 2010	<u>Staff Recommendation:</u> Approve Resolution No. 11-19 authorizing the issue of Tax Revenue Anticipation Notes - TRANS - in the amount of approximately \$12 million for cash flow purposes	36
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INFORMATION ITEMS

These items are intended to keep the Board informed on various District business matters, which do not require action, by the Board

Educational Services

8:15 PM

OPEN PUBLIC HEARING on Item 3.1-I
- Application from Marcus Garvey
Charter School

CLOSE PUBLIC HEARING

3.1-I Application from Marcus Garvey Charter School Inc.	<u>Staff Recommendation:</u> Receive Application from Marcus Garvey Charter School Inc. for information only	46
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Business Services

4.1-I Information on the Governor's Budget	<u>Staff Recommendation:</u> Receive and accept Information on the Governor's Budget	48
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Facilities

5.1-I Facilities Plan Update	<u>Staff Recommendation:</u> Receive Facilities Plan update as information	49
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**EXTENDED PUBLIC TESTIMONY
ADJOURNMENT**

UPCOMING BOARD MEETINGS

November 10
December 8

**Board of Education Meetings are broadcast live on KPFB/FM 89.3
Berkeley Government Access Channel 33**

Guidelines for Speakers

You are invited to participate in Meetings of the Board of Education and make your views known at these meetings.

WHEN YOU WANT TO TALK ABOUT AN AGENDA ITEM OR A NON-AGENDA ITEM: Please fill in a **REQUEST TO ADDRESS THE BOARD OF EDUCATION CARD**) and give it to the Board Secretary. Speakers will be selected by lottery. Your card must be submitted before the Presiding Officer calls for **PUBLIC TESTIMONY**. You will be called to speak by the Presiding Officer. A Speaker has three minutes in which to make his/her remarks.

Any subject related to the District or its educational programs is welcome at the Board of Education Meetings. **However, we respectfully ask that matters pertaining to individual employees of the Berkeley Unified School District be discussed in private. There is an established procedure for making such complaints.** You may obtain information about this procedure from a school or from the Superintendent's Office.

-Berkeley Unified School District Mission:

The Mission of the Berkeley Unified School District is to enable and inspire our diverse student body to achieve academic excellence and make positive contributions to our world.

Berkeley Unified School District Vision:

Our Students are curious and creative learners who succeed through personal initiative and a sustained effort to reach high academic goals. They are critical thinkers who seek knowledge and possess technological competence and collaborative skills. Our students embrace diversity, act responsibly, and contribute to our community.

Our Educators believe that all students can meet or exceed rigorous academic standards. Teachers, staff, and administrators together form a rich professional learning community where all are supported to hone our professional craft and improve our effectiveness. Through the examination of our instructional practices and data, we adjust our teaching and operational systems in order to continuously improve. We are responsible in the stewardship of our fiscal resources and fair and equitable in their distribution.

Our Families and Community are integral to the success of our students and schools. Families are active, engaged partners in their child's education who give valued input and participate in making important decisions about our academic and enrichment programs. Our diverse community is passionate about equitable educational outcomes for all students. Our civic and community organizations partner with us to promote family engagement and the well-being and success of our students.

Our Schools are vital centers of community life enriched by the diversity of our city and welcoming to all families. Each classroom offers engaging and culturally relevant curriculum that builds on students' interests and abilities. Student needs, as identified by regular assessment, inform our teaching and guide appropriate and effective intervention services. We offer an enriched learning environment and a comprehensive system of supports to address the needs of the whole child.

Values and Beliefs of Berkeley Unified School District:

- Students are our priority.
- We take pride in our diversity.
- We hold high expectations for ourselves and our students.
- We treat each other with respect and act with integrity.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Delia Ruiz, Assistant Superintendent, Human Resources
DATE: October 27, 2010
SUBJECT: APPROVAL OF HUMAN RESOURCES REPORT 10-19
 Below is Human Resources Report 10-19 which details personnel assignments, employment, and terminations.

CERTIFICATED EMPLOYEES						
NAME	POSITION	LOCATION	BUDGET	FTE & SALARY	FROM	TO
<u>RESIGNATION</u>						
David Clark	Teacher	BHS	General Fund	1.00	10/18/10	
<u>TEMPORARY TEACHER</u>						
Elana Feder	Teacher	Thousand Oaks	General Fund	1.00/I-01	10/13/10	6/17/11
Lila Wilkinson	Teacher	Malcolm X	General Fund	.60/IV-03	10/15/10	6/17/11
<u>EXTRA DUTY – STIPEND: TEACHER IN CHARGE</u>						
Winona Layne	Teacher	Hopkins CDC	General Fund	NTE \$2,188	9/1/10	6/30/11
Dale Long	Teacher	King CDC	General Fund	NTE \$2,188	9/1/10	6/30/11
Constance Murphy	Teacher	Franklin CDC	General Fund	NTE \$2,188	9/1/10	6/30/11

CLASSIFIED EMPLOYEES

NAME	POSITION	LOCATION	BUDGET	CLASS RANGE STEP	FTE & SALARY	FROM	TO
<u>RETIREMENT</u>							
Ethel Wiley	Instructional Assistant (ECE)	Hopkins				10/29/10	
<u>RESIGNATION</u>							
Clarence Banks	Instructional Tech. (After School)	Willard				10/8/10	
<u>EXTENDED SICK LEAVE WITH 50% PAY (FMLA)</u>							
Sharon Cooke	Instructional Assistant (Special Education)	Berkeley High	Special Ed.	31/5	.80 FTE \$17.24 hr	10/7/10	11/26/10
<u>EXTENDED SICK LEAVE WITH 50% PAY</u>							
Willie Jones	Food Service Satellite Operator	B-Tech	Child Nutrition	31/5	.67 FTE \$17.03 hr	9/13/10	12/29/10
<u>REINSTATE</u>							
Jennifer Matamores	Instructional Tech. (After School)	Malcolm X	LRN SAFE	34/2	.53 FTE \$16.01 hr	9/15/10	
<u>RECALL FROM LAYOFF</u>							
Miguel Dwin	Accountant	Business Services	Donations/ Calif. State Pre-School	47/5	.50 FTE \$25.61 hr	8/30/10	
<u>PERMANENT</u>							
Irma Parker	Parent Liaison	Berkeley High	General Fund	45/5	+.20 FTE \$24.39 hr	7/1/08	
<u>PROBATIONARY</u>							
Maria Blanco	Instructional Tech. (After School)	Le Conte	After School	34/1	.53 FTE \$15.24 hr	9/15/10	3/14/11
Jamie Brown	Instructional Tech. (Cooking)	Calif. Nut. Network	Calif. Nut. Network	34/1	.15 FTE \$15.24 hr	10/7/10	4/6/11
Patricia Desierto	Instructional Specialist (Cooking)	Calif. Nut. Network	Calif. Nut. Network	51/1	.225 FTE \$23.22 hr	10/1/10	3/31/11
Jeffrey Currei	Instructional Tech. (After School)	Arts Magnet	LRN SAFE	34/1	.40 FTE \$15.24 hr	9/17/10	3/16/11
Joshua Ilyas	Instructional Tech. (After School)	Arts Magnet	After School	34/1	.40 FTE \$15.24 hr	9/17/10	3/16/11
Yusef Mobley	Instructional Tech. (After School)	John Muir	LRN SAFE	34/1	.43 FTE \$15.24 hr	9/15/10	3/14/11
Jennifer Moore	Instructional Tech. (After School)	Thousand Oaks	After School	34/1	.47 FTE \$15.24 hr	9/15/10	3/14/11

CLASSIFIED EMPLOYEES

NAME	POSITION	LOCATION	BUDGET	CLASS RANGE STEP	FTE & SALARY	FROM	TO
David Newman	Instructional Tech. (After School)	Cragmont	After School	34/1	.47 FTE \$15.24 hr	9/15/10	3/14/11
<u>PROVISIONAL</u>							
Sasha Chudacoff	Instructional Specialist (Dance)	King CDC	BSEP	51/1	.33 FTE \$23.22 hr	9/1/10	12/17/10
<u>AVAILABLE SUBSTITUTES</u>							
Jill Coffey	Coordinator of Volunteers	Educational Services	Foundation Resource	54/1	NTE 7.5 hrs/day \$25.02 hr	9/1/10	1/1/11
Phillip Jewell	Food Service Assistant	Nutrition Services	Child Nutrition	26/1	NTE 7.5 hrs/day \$12.48 hr	9/8/10	6/17/11
<u>TEMPORARY/HOURLY/LIMITED TERM</u>							
Josh Church	Instructional Specialist	Willard	After School	51/5	10 hrs/wk \$28.27 hr	9/1/10	6/17/11
Caridad Cruz	Clerical Assistant	Franklin CDC	Calif. State Pre-School	30/4	7.5 hrs/wk \$16.01 hr	9/1/10	6/17/11
Amy Evans	Noon Director	Thousand Oaks	General Fund	N/A	10 hrs/wk \$12.54 hr	9/1/10	6/17/11
Judith Hernandez	Noon Director	Malcolm X	General Fund	N/A	10 hrs/wk \$12.54 hr	9/1/10	6/17/11
Octavio Hernandez	Noon Director	Malcolm X	General Fund	N/A	10 hrs/wk \$12.54 hr	9/1/10	6/17/11
Ana Maria Herrera	Instructional Assistant	Family & Community Partnership	Measure A Parent Outreach	29/1	10 hrs/wk \$13.48 hr	8/26/10	6/30/11
Timothy Hewitt	Instructional Tech. (After School)	Oxford	After School	34/1	10 hrs/wk \$15.24 hr	8/30/10	6/17/11
Dru Howard	Instructional Tech. (After School)	Arts Magnet	After School	34/5	10 hrs./wk \$18.57 hr	8/30/10	6/17/11
Janet Hurtado	Program Assistant	Curriculum & Instruction	EIALEP	50/1	6 hrs/day \$22.64 hr	7/2/10	8/15/10
Joshua Ilyas	Instructional Tech. (After School)	Arts Magnet	After School	34/1	10 hrs/wk \$15.24 hr	8/30/10	6/17/11
Reather Jones	Noon Director	Washington	General Fund	N/A	10 hrs/wk \$12.54 hr	9/1/10	6/17/11

CLASSIFIED EMPLOYEES

NAME	POSITION	LOCATION	BUDGET	CLASS RANGE STEP	FTE & SALARY	FROM	TO
Carolyn Mead	Library Media Tech.	Washington	LIB TECH	41/5	30 total hrs \$22.07 hr	8/12/10	8/26/10
Clifford Means	Instructional Tech. (After School)	Emerson	After School	34/5	10 hrs/wk \$18.57 hr	8/30/10	6/17/11
Yusef Mobley	Instructional Tech. (After School)	John Muir	After School	34/1	10 hrs/wk \$15.24 hr	8/30/10	6/17/11
Linda Molina-Roach	Instructional Tech. (After School)	Emerson	After School	34/3	7.5 hrs/wk \$16.82 hr	9/1/10	6/17/11
Jennifer Moore	Instructional Tech. (After School)	Thousand Oaks	After School	34/1	10 hrs/wk \$15.24 hr	8/30/10	6/24/11
Cherry Morris-Van Meurs	Instructional Tech. (After School)	Thousand Oaks	After School	34/1	10 hrs/wk \$15.24 hr	8/30/10	6/24/11
Priscilla Munoz	Sr. Records Clerk	Admissions	General Fund	38/1	37.5 hrs/wk \$16.82 hr	8/9/10	9/10/10
Alejandra Nunez	Translator	Thousand Oaks	Title I	56/1	30 total hrs \$26.25 hr	8/1/10	6/17/11
Heather O'Brien	Tutor	Oxford	EIALEP	N/A	5 hrs/wk \$12.54 hr	9/1/10	6/17/11
Daniel Palau	Instructional Tech. (After School)	Thousand Oaks	After School	34/5	10 hrs/wk \$18.57 hr	8/23/10	6/24/11
Kithorny Porter	Student Worker (Workability)	Berkeley High	Workability	N/A	12 hrs/wk \$8.00 hr	9/1/10	5/31/11
Don Patterson	General Maintenance Worker	Maintenance	Maintenance	40/1	37.5 hrs/wk \$17.63 hr	9/7/10	10/19/10
Yurida Ramos	Instructional Tech. (After School)	Thousand Oaks	After School	34/2	10 hrs/wk \$16.01 hr	8/23/10	6/24/11
Sarah Rauskin	Instructional Assistant	Thousand Oaks	Title I	29/1	40 total hrs \$13.48 hr	8/1/10	6/17/11
Larry Reyna, Jr.	Instructional Tech. (After School)	Thousand Oaks	After School	34/4	10 hrs/wk \$17.68 hr	8/23/10	6/24/11
Richard Nicholas	Instructional Assistant	Rosa Parks	ARRA Title I	29/1	15 total hrs \$13.48 hr	9/2/10	6/17/11
Richard Nicholas	Noon Director	Rosa Parks	Noon Director	N/A	10 hrs/wk \$12.54 hr	9/1/10	6/17/11

CLASSIFIED EMPLOYEES

NAME	POSITION	LOCATION	BUDGET	CLASS RANGE STEP	FTE & SALARY	FROM	TO
Nichole Riddick	Instructional Tech. (After School)	Thousand Oaks	After School	34/1	10 hrs/wk \$15.24 hr	8/30/10	6/24/11
Kenya Salmond	Instructional Tech. (After School)	Arts Magnet	After School	34/1	10 hrs/wk \$15.24 hr	8/30/10	6/24/11
Tanisha Singleton	Instructional Assistant	Family & Community Partnership	Measure A Parent Outreach	29/5	10 hrs/wk \$16.40 hr	8/26/10	6/30/11
Tiffany Singleton	Instructional Assistant	Family & Community Partnership	Measure A Parent Outreach	29/5	10 hrs/wk \$16.40 hr	8/26/10	6/30/11
John Stewart	Instructional Tech. (After School)	Emerson	After School	34/4	10 hrs/wk \$17.68 hr	8/30/10	6/17/11
Christopher Suttice	Instructional Assistant	Family & Community Partnership	Measure A Parent Outreach	29/5	10 hrs/wk \$16.40 hr	8/26/10	6/30/11
Christopher Suttice	Noon Director	Malcolm X	General Fund	N/A	10 hrs/wk \$12.54 hr	9/1/10	6/17/11
Nathan Tong	Noon Director	Rosa Parks	General Fund	N/A	10 hrs/wk \$12.54 hr	9/1/10	6/17/11
Nathan Tong	Instructional Assistant	Rosa Parks	ARRA Title I	29/1	15 total hrs \$12.54 hr	9/2/10	6/17/11
Nichole Welch	Noon Director	Washington	General Fund	N/A	10 hrs/wk \$12.54 hr	9/1/10	6/17/11
Asenath Wiggins	Instructional Tech. (After School)	Thousand Oaks	After School	34/3	10 hrs/wk \$16.82 hr	8/23/10	6/24/11
Crystal Williams	Sr. Records Clerk	Admissions	General Fund	38/5	37.5 hrs/wk \$20.47 hr	8/18/10	9/3/10
Gregory Williams	Instructional Tech. (After School)	Thousand Oaks	After School	34/3	10 hrs/wk \$16.82 hr	8/23/10	6/24/11
Khaleedah Wright	Instructional Tech. (After School)	Le Conte	After School	34/5	10 hrs/wk \$20.47 hr	8/30/10	6/17/11
<u>STIPENDS</u>							
Richard Holtzman	Coach (Cross Country)	King	After School	N/A	\$600.00	9/13/10	10/29/10

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: October 27, 2010
SUBJECT: Overnight Field Trip Requests

BACKGROUND INFORMATION

The following overnight field trip requests are being made:

Headlands Institute, Marin, CA, February 2 – 4, 2011.

Approve participation of one hundred twelve (112) fourth and fifth grade students, four (4) teachers and sixteen (16) other adults from Emerson Elementary School on a three-day, two-night field trip to the Marin Headlands Institute. The group will depart Emerson on Wednesday, February 2, at 10:40 a.m., and return Friday, February 4, at 4:00 p.m. Students will participate in hands-on science and field work. District buses will provide transportation. Students will sleep in gender specific bunk houses. PTA donations, pending scholarship and grant applications, and fundraising will provide for the \$220 cost per student. No student will be denied access based on ability to pay. Requested by Susan Hodge, Emerson Principal.

Pt. Bonita YMCA Retreat Center, Marin Headlands, CA, March 17 – 18, 2011.

Approve participation of fifty (50) twelfth grade AHA students and six teachers from Berkeley High School on a two-day, one-night field trip to Pt. Bonita Retreat Center. The group will depart Berkeley High School on Thursday, March 17, at 9:30 a.m., and return Friday, March 18, at 2:00 p.m. The AHA seniors will engage in community building activities and collaborative art projects. BUSD will provide transportation. Students will sleep in gender specific dormitory style rooms. The cost of \$50 per student will be paid from an AHA California Partnership Academy Grant and parent donations. No student will be denied access based on ability to pay. Requested by Jorge Melgoza, B.H.S. Vice Principal.

Pt. Bonita YMCA Retreat Center, Marin Headlands, CA, April 14 – 15, 2011.

Approve participation of fifty-five (55) eleventh grade AHA students and seven (7) teachers from Berkeley High School on a two-day, one-night field trip to Pt. Bonita Retreat Center. The group will depart Berkeley High School on Thursday, April 14, at 9:30 a.m., and return Friday, April 15, at 2:00 p.m. The AHA Juniors will engage in project based collaborative work and community building activities. Students learn the importance of successful completion of group work. BUSD will provide transportation. Students will sleep in gender specific dormitory style rooms. The cost of

\$50 per student will be paid from an AHA California Partnership Academy Grant and parent donations. No student will be denied access based on ability to pay. Requested by Jorge Melgoza, B.H.S. Vice Principal.

Yosemite Valley, CA, May 15-18, 2011.

Approve participation of sixty (60) eighth grade students, five (5) teachers, and five (5) other adults from Longfellow Middle School on a four-day, three-night field trip to Yosemite Valley, CA. The group will depart from the Amtrak, Emeryville Station at 7:00 a.m. on Sunday, May 15, and return at 10:00 p.m. on Wednesday, May 18, 2011. Parents will provide transportation to and from the Amtrak station. The group will use Amtrak and public transportation during the trip. This program is intended to expose students to the great natural beauty of Yosemite, to provide them with interpersonal and physical challenges, and to promote their strong identity as a group of successful students as they prepare to enter Berkeley High School. It is both a celebration of their success as Longfellow graduates and a preparation for their new life at Berkeley High School. Students will sleep in gender specific tent cabins. The \$400 per student cost is being paid by grants, fund raising and parent donations. No student will be denied access based on ability to pay. Requested by Pat Saddler, Longfellow Principal.

POLICY/CODE

Education Code 35330

Board policy 6153

FISCAL IMPACT

As indicated above.

STAFF RECOMMENDATION

Approve the overnight field trip consistent with the District Policies and instructional programs.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent
DATE: October 27, 2010
SUBJECT: Approval of Contracts/Purchase Orders for Services
Contracts

BACKGROUND INFORMATION

The District contracts with consultants or independent contractors who can provide valuable and necessary specialized services not normally required on a continuing basis. The following contract services are requested. Expenditures are within budget.

1. Ratification of contract to Funnyman Entertainment, to provide skateboarding and word play classes at King, Longfellow, Washington, Malcolm X, Emerson and LeConte Schools After-School Programs. The cost will not exceed \$14,355. To be paid from After-School Parent Paid fees. Requested by Emily Nathan.
2. Ratification of increase in contract to Bay Area Coalition for Equitable Schools (dba National Equity Project) to provide executive coaching to Berkeley High School principal. The Board approved \$119,700 on June 30, 2010. The additional contract amount will increase the cost by \$15,000 for a total amount of \$134,700. To be paid from Smaller Learning Communities Funds. Requested by Pasquale Scuderi.
3. Community Alliance for Learning to provide Writer Coach Connection program for students at King, Longfellow and Willard middle schools for the 2011 SY. The cost will not exceed \$39,600. To be paid from BSEP Fund 4, PTA and other donations. Requested by Neil Smith.
4. Larry Snyder to provide chess classes at the After-School Programs at LeConte, Emerson, John Muir, Washington and Willard Schools for the 2011 SY. The cost will not exceed \$16,916. To be paid from After-School Parent Paid fees and PTA donations. Requested by Emily Nathan.
5. Cal Live Scan to provide FBI fingerprinting services for the Human Resources Department for the 2011 SY. The cost will not exceed \$12,804. To be paid from General Fund. Requested by Delia Ruiz.

6. Max 8550 to provide consultant services to assist the District in gathering documentation and in the preparation of site based mandated cost claims for the State of California. The cost will not exceed \$19,000 for FY 2010-11 and \$19,000 for FY 2011-12 for a total amount of \$38,000. To be paid from the General Fund. Requested by Javetta Cleveland.
7. Increase in contract amount to Hannah Kahn to provide Circus Art classes at Berkeley Arts Magnet, Emerson and LeConte Schools for the 2011 SY. The original purchase order in the amount of \$7,200 was issued on August 30, 2010. The additional amount requested is \$23,700 for a total amount of \$30,900. To be paid from PTA donations. Requested by Emily Nathan.
8. Increase in contract amount to Mad Science to provide science classes at the John Muir, and Malcolm X After-School programs for the 2011 SY. The Board approved \$13,608 on September 15, 2010. The additional contract amount will increase the cost by \$22,072 for a total amount of \$35,680. To be paid from PTA donations. Requested by Emily Nathan.
9. Increase in contract amount to Performing Arts Workshop to provide dance classes at Oxford School for the 2011 SY. The original purchase order in the amount of \$5,220 was issued on July 28, 2010. The additional amount requested is \$5,220 for a total amount of \$10,440. To be paid from PTA donations. Requested by Janet Levenson.

POLICY/CODE

Public Contract Code: 20111

Board Policy 3310

STAFF RECOMMENDATION

Approve the contracts with Consultants or Independent Contractors as submitted.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent
DATE: October 27, 2010
SUBJECT: Approve Listing of Warrants issued in September 2010

BACKGROUND INFORMATION

Each month the District writes several checks to vendors for services provided and goods received. The checks are written against both the Restricted and Unrestricted General Fund. The summaries of warrants for the month of September 2010 are attached for the Board's review.

POLICY/CODE

Educational Code Section 41010 et seq.

FISCAL IMPACT

\$3,037,566.16 for the month of September 2010 from various funds.

STAFF RECOMMENDATION

Approve the monthly bill warrant lists for the month of September 2010.

BERKELEY UNIFIED SCHOOL DISTRICT

District Bill Warrants - Accounting Department

SEPTEMBER 2010

FUNDS	AMOUNT
GENERAL FUND	\$749,863.20
MEASURE BB FUND	\$354,444.26
TRANS FUND	\$0.00
SCHOOL ENRICHMENT FUNDS	\$66,315.27
ADULT FUND	\$10,220.46
CHILD DEVELOPMENT FUND	\$29,226.48
CAFETERIA FUND	\$107,178.00
DEFERRED MAINTENANCE FUND	\$103,657.32
MEASURE A (BOND FUND)	\$720,774.55
SELF INSURANCE FUND	\$138,710.50
PAYROLL/BENEFITS CLEARING	\$757,176.12
TOTAL DISTRICT BILL WARRANTS	<u><u>\$3,037,566.16</u></u>

Approved By :

PAULINE E. FOLLANSBEE
DIRECTOR OF FISCAL SERVICES

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent
DATE: October 27, 2010
SUBJECT: Receive and Approve Information on the Issuance of Payroll Warrants for Employee Services for September 2010.

BACKGROUND INFORMATION

On a regular basis, the Board receives information on the total amount paid employees during a month. The attached represents a summary of pay warrants from various funds for the months of September 2010.

POLICY/CODE

Educational Code 41010 ET Seq.

FISCAL IMPACT

\$6,207,486.91 for September 2010 from various funds.

STAFF RECOMMENDATION

Approve payroll payments made in September 2010.

**BERKELEY UNIFIED SCHOOL DISTRICT
DISTRICT PAYROLL – ACCOUNTING DEPARTMENT
September 2010**

<u>COMPUTER GENERATED</u>	<u>AMOUNTS</u>
GENERAL FUND	\$4,967,639.27
MEASURE BB FUND	\$204,035.45
BSEP Measure A	\$530,854.62
ADULT FUND	\$114,737.05
CAFETERIA FUND	\$107,894.00
CHILD DEVELOPMENT	\$253,773.99
Measure A+AA (Bond Fund)	\$15,265.50
SELF INS. FUND	\$13,287.03
TOTALS	\$6,207,486.91

APPROVED BY: _____
Pauline Follansbee, CPA
Director of Fiscal Services

October 27, 2010

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent
DATE: October 27, 2010
SUBJECT: Acceptance of Gifts/Donations

BACKGROUND INFORMATION

The Board may accept and utilize on behalf of the District any bequests or gifts of money or property for a purpose deemed to be suited by the Board.

The following donations have been presented to the District:

1. Jeanne Pimentel donated a display case valued at \$25 for Berkeley Arts Magnet.
2. Wendy J. Tico donated \$140 through the Wells Fargo Community Support Campaign to be utilized as needed for the Berkeley Unified School District General Fund.
3. The Chez Panisse Foundation donated \$4,000, Hearst Ranch Beef \$1,500, Food 4 Thought, LLC \$500 and Greenleaf donated \$1,500 for sponsorship of the FY 2010-11 school menu calendars for a total donation of \$7,500 for the Nutritional Services Department.
4. In Dulci Jubilo donated \$5,000 to help fund Project Connect for Malcolm X School.
5. Malcolm X PTA donated \$1,000 to the principal's discretionary fund to be utilized as needed, \$6,500 to help fund Project Connect, \$350 to purchase a card rack for the cafeteria for a total donation of \$ 7,850 for Malcolm X School.
6. Rosa Parks PTA donated \$11,500 to partially fund the Playworks sports and Physical education program 2010-11 FY and \$5,000 for 4th grade Mosaic Project students' field trip, which focuses on human relations, building self-esteem and respect for diversity for a total donation of \$16,500 for Rosa Parks School.
7. Denise Conway donated \$240 through the PG&E Corporation Campaign for the Community to purchase supplies for Le Conte School.
8. Berkeley High School Development Group donated to the Writer Tutor program \$3,000 to partial fund a writing tutor, \$16,458.83 to partially cover the funding of the After-School Tutoring Program 2010-11 SY for a total donation of \$19,458.83 for Berkeley High School.

9. An anonymous donor donated \$1,000 to the principal's discretionary fund to be utilized as needed for Oxford School.
10. Berkeley Arts Magnet PTA donated \$3,400 to purchase whiteboards, screens and carts for Berkeley Arts Magnet School.
11. Emerson PTA donated \$3,419.22 to purchase three document cameras and three projectors for use in the upper grade classrooms for Emerson School.
12. Berkeley Public Education Foundation donated \$5,600 to partially fund an instructor in the Jazz music program 2010-11 FY at King Middle School.
13. John Muir PTA donated \$3,750 to partial fund a dance teacher for the 2010-11 FY for John Muir School.
14. Target Corporation donated \$242.49 through the 2010 Take Charge of Education program to be utilized as needed for Cragmont School
15. TransForm donated \$389.50 to the principal's discretionary fund to be utilized as needed for Berkeley Arts Magnet School.

BOARD POLICY

BP 3290

FISCAL IMPACT

The District received a total of \$ 74,515.04 in donations.

STAFF RECOMMENDATION

Accept the donations/gifts to the District and request staff to extend letter of appreciation.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: October 27, 2010
SUBJECT: Approval of Memorandum of Understanding with Bay Area Community Resources

BACKGROUND INFORMATION

Bay Area Community Resources (BACR), founded in 1976, promotes the healthy development of individuals, families and communities through direct services, volunteerism and partnerships in the San Francisco Bay Area. BACR's diverse programs focus on After School Programs, Youth Development, Alcohol and Drugs, Tobacco, Mental Health, Healthy Communities, and Fiscal Sponsorship. Two Berkeley schools, Willard and LeConte, have had long-standing relationships with BACR.

Jefferson Elementary School is proposing to transfer the fiscal responsibility for its after-school program to BACR; the current after school program at that site is run by a non-profit organization that will cease operations at the end of this month. The proposed after school program will be modeled on those at Berkeley's other elementary schools. Staff at Jefferson Elementary School will work to create a seamless transition from the current after school program to the new program with minimal to no impact on students. The after school care will not be disrupted and will continue to operate for the same hours. The site will continue to provide a high quality program that is connected to the school and the school wide goals, which include providing a safe, supportive and creative environment for academic, enrichment and social activities for students.

Staff is requesting that the Board approve the MOU agreement with BACR authorizing BACR to be the fiscal agent for Jefferson's after-school program. BACR will collect after school fees from the parents and will pay employees working in the after school program. The employees who are currently working in the after-school program at Jefferson will continue to work in the program and be paid by BACR.

FISCAL IMPACT

BACR will receive 5% of the parent fees it collects to provide services as a fiscal agent for the District.

STAFF RECOMMENDATION

Approve the Memorandum of Understanding with Bay Area Community Resources.

Berkeley Unified School District

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is dated this 20th day of October, 2010, by and between Berkeley Unified School District hereinafter referred to as BUSD and Bay Area Community Resources hereinafter referred to as “Contractor” whose place of business is 171 Carlos Drive, San Rafael, CA 94903-2005, for Professional Services.

This Memorandum of Understanding represents the services which Contractor will provide to the BUSD at Jefferson Elementary School during the 2010-11 school year.

ARTICLE I: DESCRIPTION OF THE CONTRACTING AGENCY – Contractor

Bay Area Community Resources (BACR), founded in 1976, promotes the healthy development of individuals, families and communities through direct services, volunteerism and partnerships in the San Francisco Bay Area. BACR's diverse programs focus on After School Programs, Youth Development, Alcohol and Drugs, Tobacco, and Mental Health, Healthy Communities, and Fiscal Sponsorship

ARTICLE II: STATEMENT OF SERVICES TO BE PROVIDED

BACR will act as the fiscal agent for Jefferson Afterschool Program, which includes:

- Submitting monthly fiscal reports to Berkeley Unified School District
- Depositing and processing parent fees
- Employing afterschool staff that is selected by the Principal
- Paying employees bi-monthly at rates determined by the District
- Maintaining liability insurance for all employees

ARTICLE III: TERM OF SERVICES

Contractor shall commence work on November 1st. Work to be completed by June 30th.

ARTICLE IV: REQUIREMENTS OF THE BUSD

To support the delivery of quality educational services to students and the school, as part of this MOU, the BUSD agrees to the following:

- Submit a budget and expenses to BACR.
- Collect all of the monthly parent fees and submit them to BACR.
- Collect and sign bi-monthly time sheets.
- Determine the curriculum and activities for the afterschool program
- Supervise the employees in the afterschool program.

ARTICLE V: TECHNICAL DIRECTION

Performance of the work under this MOU shall be subject to the direction of BUSD Principal/Manager: Principal of Jefferson Elementary School.

ARTICLE VI: FINGERPRINTING AND TB CLEARANCE

Education Code 45125.1 and 49406 and California Assembly Bill 346 indicate that employees of entities providing services on a school site must have a tuberculosis clearance and be fingerprinted by the California Department of Justice and FBI for a criminal records check and found not to have been convicted of a serious or violent felony. Accordingly, in the event that this MOU may involve contact with BUSD pupils, the Contractor shall comply with the provisions of Education Code section 45125.1 and California Assembly Bill 346 regarding the submission of employee fingerprints to the California Department of Justice and the FBI and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with BUSD pupils until such time as the Contractor has verified in writing to the governing board of BUSD that the employee has not been convicted of a felony, as defined in Education Code section 45125.1. The Contractor's responsibility shall extend to all of its employees, subcontractors, agents, and all employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by BUSD, or acting as independent Contractors of the **Contractor**. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this MOU, shall be provided in writing to **BUSD**

Berkeley Unified School District MEMORANDUM OF UNDERSTANDING

prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

Contractor expressly agrees that: (1) Contractor and all of Contractor's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice and FBI, together with the requisite fee as set forth in Education Code section 45125.1; (2) Contractor shall not permit any employee to come in contact with pupils until the Department of Justice and FBI have ascertained that the employee has not been convicted of a serious or violent felony. Contractor is required to fulfill these requirements at its own expense; (3) Contractor certifies herein that none of its employees who may come in contact with pupils have been convicted of a serious or violent felony.

Contractor further expressly agrees that the following conditions shall apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and Contractor's employees shall check in with the school site office each day immediately upon arriving at the school site; (2) Contractor and Contractor's employees shall inform school site office staff of their proposed activities and locations at the school site; (3) Once at such location, Contractor and Contractor's employees shall not change locations without informing the school site office prior to any such change in location; (4) Contractor and Contractor's employees shall not use pupil restroom facilities; and (5) if Contractor and/or Contractor's employees find themselves alone with a pupil, Contractor and Contractor's employees shall immediately contact the school site office and request that a member of the school staff be immediately assigned to the concerned work location.

INITIALS OF Contractor _____

ARTICLE VII: INSURANCE

- a) The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
- i) **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001) Commercial General Liability insurance shall include contractual liability, products liability, completed operations and broad form property damage coverage.
 - ii) **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this MOU are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
 - iii) **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products Liability, Completed Operations and Broad Form Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence	\$ 1,000,000

**Berkeley Unified School District
MEMORANDUM OF UNDERSTANDING**

General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- b) **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- i) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - ii) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - iii) An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - iv) All policies shall be written on an occurrence form.
- c) **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

ARTICLE VIII: DEFENSE AND INDEMNIFICATION

Contractor agrees to defend, indemnify and hold harmless BUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Contractor or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the Contractor, whether authorized by this MOU or not. Contractor further agrees to waive all rights of subrogation against BUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of BUSD or any of its agents or employees.

ARTICLE IX: COMPENSATION FOR SERVICES

- a) The BUSD agrees to pay Contractor a total of 5% of Total Amount Collected for the services described above. Service fee will be deducted from the amount Collected for the services.
- b) The Contractor shall maintain accurate records of costs incurred in performance of this MOU and shall make such records available to the BUSD upon request.

ARTICLE X: TERMINATION

- a) **For Cause:** BUSD may terminate this MOU upon giving of written notice of intention to terminate for cause. Cause shall include:
 - i. material violation of this MOU by the Contractor; or
 - ii. any act by Contractor exposing BUSD to liability to others for personal injury or property damage; or
 - iii. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. BUSD may secure the required services from another Contractor. If the expense, fees, and/or costs to BUSD exceeds the cost of providing the service pursuant to this MOU, the Contractor shall immediately pay the excess expense, fees, and/or costs to BUSD upon the receipt of

Berkeley Unified School District

MEMORANDUM OF UNDERSTANDING

BUSD's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to BUSD.

- b) **Without Cause By BUSD:** BUSD may, at any time, with or without reason, terminate this MOU and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by BUSD shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- c) **Upon Termination: Contractor** shall provide BUSD with all documents produced maintained or collected by Contractor pursuant to this MOU, whether or not such documents are final or draft documents.

ARTICLE XI: PRIOR AGREEMENTS

This MOU represents the sole agreement between BUSD and the Contractor with respect to the scope of services described herein. Any prior understanding or agreements, written or oral, between BUSD and the Contractor are superseded by this MOU. This MOU may be amended or modified only by a written instrument executed by both parties.

ARTICLE XII: SEVERABILITY

The invalidity or unenforceability of any one or more of the provisions of this MOU shall in no way affect the validity or enforceability of any of the other provisions hereof, and any provision that is prohibited by or under the laws of any jurisdiction shall be ineffective in such jurisdiction only to the extent of such prohibition and shall not invalidate or in anywise affect the other provisions hereof.

ARTICLE XIII: ALTERNATIVE DISPUTE RESOLUTION

In the event of dispute about any invoice or the quality of work of the "CONTRACTOR", the "BUSD" and "CONTRACTOR" agree to mediate such a dispute before a mutually agreed-upon mediator or a dispute resolution service.

ARTICLE XIV: COMPLIANCE WITH LAWS

Contractor shall observe and comply with all rules and regulations of the governing board of BUSD and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this MOU is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify BUSD, in writing, and, at the sole option of BUSD, any necessary changes to the scope of the Work shall be made and this MOU shall be appropriately amended in writing, or this MOU shall be terminated effective upon Contractor's receipt of a written termination notice from BUSD. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying BUSD of the violation, Contractor shall bear all costs arising there from.

ARTICLE XV: COPYRIGHT

Any written product produced as a result of this MOU shall be a work for hire and shall be the property of BUSD.

ARTICLE XVI: AMBIGUITY

The parties to this agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity

ARTICLE XVII: ASSIGNMENT

Without the prior written consent of BUSD, this MOU is not assignable by the Contractor, either in whole or in part.

ARTICLE XVIII: GOVERNING LAW

The validity of this MOU and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California. Venue for all litigation relative to the formation, interpretation, and performance of this MOU shall be in Alameda County, California.

**Berkeley Unified School District
MEMORANDUM OF UNDERSTANDING**

CONTRACTOR

Contractor / Agency Name: Bay Area Community Resources

Address: 171 Carlos Drive, San Rafael, CA 94903-2005

Contractor's Contact Person: Marty Weinstein

Title: _____

Telephone: (415) 755-2300 **e-mail:** mweinstein@bacr.org

Signature: _____ **Date:** _____

BERKELEY UNIFIED SCHOOL DISTRICT

By Superintendent / Deputy: _____

Signature: _____ **Date:** _____

BERKELEY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 11-20

Authorization To Accept Completion Of The Emerson Roof Replacement Project No. 813.1001

WHEREAS, Petersen Dean Commercial, Inc, a contractor licensed and existing under and by virtue of the laws of the State of California, and having offices at 7980 Enterprise Dr, Newark, CA, entered into a contract dated May 13, 2010, with Berkeley Unified School District of Alameda County, State of California to secure all labor, materials, mechanical workmanship, transportation, equipment and services necessary for the Emerson Roof Replacement project; and

WHEREAS, Project Construction Manager employed by this Board to prepare plans and specifications and to supervise the work has certified in writing to the Board that said contractor has completed the work of said contract in workerlike and satisfactory manner as of October 27, 2010 and that warranty period begin on this date for this work.

NOW, THEREFORE, BE IT RESOLVED that the project Emerson Roof Replacement Project No. 813.1001 is hereby approved and accepted as complete.

PASSED AND ADOPTED by the Board of Education of the Berkeley Unified School District this **27th Day of October, 2010.**

AYES:

NOES:

ABSENT:

ABSTAIN:

John T. Selawsky
Clerk, Board of Education
Berkeley Unified School District

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Lew Jones, Director of Facilities
DATE: October 27, 2010
SUBJECT: Authorization to Accept the Project to Re-Roof Emerson School

BACKGROUND INFORMATION

On May 12, 2010, the Board awarded a contract to Petersen Dean to roof the Emerson School. The project is now complete.

Acceptance of the project will permit staff to file a Notice of Completion with the County and will permit release of retention.

POLICY/CODE

California Public Contract Code 20110- 20118.

FISCAL IMPACT

The project is funded through the Bond and Deferred Maintenance Fund. The project had change orders that totaled \$7,000, or 3.7%. We originally budgeted for change orders of 10%.

STAFF RECOMMENDATION

Accept the project as complete.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Delia Ruiz, Assistant Superintendent, Human Resources
DATE: October 27, 2010
SUBJECT: Public Hearing and Personnel Commissioner Appointment

BACKGROUND INFORMATION:

The Berkeley Unified School District Personnel Commission has three Commissioners: Commissioner Dan Lee (the Board appointee), Commissioner Shirley Van Bourg (the Berkeley Council of Classified Employees appointee) and Commissioner Heidi Hoffman Hintz (the Commissioner appointed by Commissioners Lee and Van Bourg). The terms of office of these Commissioners are as follows:

Dan Lee: December 1, 2007 – December 1, 2010

Shirley Van Bourg: December 1, 2008 – December 1, 2011

Heidi Hoffman Hintz: December 1, 2009 – December 1, 2012

Education Code mandates that the term of each Commissioner be for three years and that it expires at noon on December 1st. The term of one Commissioner is scheduled to expire each year. On or about September 1st of each year, the Director of Classified Personnel must notify the Government Board of the name and home address of the Commissioner whose term will expire and whether or not he/she will accept re-appointment. The notification must also list the appointing authority and indicate that the Board must follow the provisions of Education Code Section 45248.

Commissioner Dan Lee's term is set to expire on December 1, 2010. Mr. Lee's address is located in Berkeley, CA . Commissioner Lee has expressed the desire to continue to serve on the Personnel Commission as the Board appointee. The additional term would commence on December 1, 2010 and end on December 1, 2013.

On September 22, 2010, the Board announced the expiration of Commissioner Lee's term. Education Code Section 45246(d) states that after 30 days and within 45 days of the Board announcing the vacancy, the Board must hold a public hearing and allow the public, employees and employee organizations the opportunity to express their views on the qualifications of the person recommended by the Board. Thereafter, the Board may make its appointment.

POLICY/CODE:

Education Code Section 45245, 45246, 45248 and Personnel Commission Rule 20.100.1

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Hold a public hearing and re-appoint Dan Lee to serve on the Personnel Commission as the Board appointee for an additional three-year term.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: October 27, 2010
SUBJECT: Proposed District Goals for 2010-13

BACKGROUND INFORMATION

The School Board approved the District's Mission, Vision and Values on August 4, 2010. Staff is now proposing five District Goals that are aligned with the Mission to guide the work of the District during the next three years. The proposed goals, which are attached, are based upon the previous efforts and accomplishments of the District. These goals will be used by district staff in setting priorities and by each School Governance Council in developing the school's Single Plan for Student Achievement.

The goals were presented to the Board on October 13, 2010 for consideration. They are now being presented for approval.

POLICY /CODE

None

FISCAL IMPACT

None

STAFF RECOMMENDATION

Approve the District Goals for 2010-13.

BUSD Theory of Action
for Closing the Achievement GAP
while Improving Academic Performance for All Students

We believe that IF the District provides:

- A coherent curriculum that is aligned with assessments, addresses needs of our diverse student population and guides intervention for students
- Opportunities for professional learning communities to examine effective pedagogy
- Instructional leadership that sets high expectations and maintains accountability

And IF the District in collaboration with its partners provides:

- A framework for families, the City, and higher education to engage in our students' education, and
- Equitable resources for programs that enable students to succeed

THEN

The performance of all students will improve
And the achievement gap will close.

District Goals 2010 - 2013

- I. Curriculum & Instruction:** Increase the academic achievement of all students through effective instruction, a challenging and engaging curriculum, and aligned assessments.
- A. Pre-K:** Prepare pre-school children for success in elementary school by providing age-appropriate curriculum and instruction that nurture and develop children's academic, social, emotional and physical well-being.
 - B. ELA and Math Instruction:** Prepare all students for continued success in English Language Arts and Mathematics by providing high quality instruction geared to student needs including appropriate modifications and accommodations.
 - C. English Language Development:** Provide direct instruction in English Language Development to ensure that every English Learner gains at least one English language proficiency level each year.
 - D. Evaluation and Assessment:** Use data from multiple measures to monitor student progress, guide instruction and evaluate the effectiveness of our programs, and share this information with the staff, the Board and the community.
- II. Strategies to Promote Student Success:** Implement strategies to engage students in their learning and interventions to eliminate barriers to student success.

- A. Student Engagement:** Address the needs of the whole child by engaging students in the visual and performing arts, physical education and athletics, career and technical education, and gardening and cooking programs.
- B. ULSS / RTI²:** Implement academic, behavioral, and/or other intervention strategies through the Universal Learning Support System (ULSS) as soon as they are needed, as ULSS is the district's model of Response to Intervention and Instruction (RtI²).
- C. Positive Behavior Support:** Develop and utilize a positive behavior system as well as prevention and intervention programs for specific behaviors that impede student success, such as alcohol and drug use and abuse, truancy, expressions of extreme anger, and repeated suspendable offenses.
- D. Disproportionality:** Reduce the disproportionate racial representation of students suspended, expelled and identified for Special Education services.
- E. Educational Options for Secondary School Students:** Develop alternative programs, including career technical education, to provide engaging and innovative educational options for secondary students.
- F. Extended Learning Opportunities:** Provide students with academic enrichment and supervised activities that complement the classroom curriculum beyond the traditional school day.
- G. Transitions:** Improve transitions for students as they move from pre-school to kindergarten, from elementary to middle school, from middle to high school, and from high school to post-secondary as well as the transitions from Special Education and English Learner status to the mainstream.

III. Family/Community Engagement: Establish partnerships with our families and community to increase academic success for all students.

- A. Family Engagement Framework:** Develop greater family involvement in the schools and the community by adopting a framework that offers multiple ways for parents to partner with educators to ensure their children's success in school.
- B. Family Leadership & Advocacy Training:** Strengthen parents' capacity to be effective leaders in their schools and the community and advocates for their children by providing parent trainings and forums in formats that honor the cultures and languages of our community.
- C. Family Advisory Council:** Support the City and the Berkeley Alliance in establishing a representative Family Advisory Council to ensure parent input in the development and evaluation of the 2020 Vision projects.
- D. Communication:** Engage and inform our staff, families, and key partners by developing and implementing a comprehensive communications plan.

IV. Cultural & Linguistic Relevance: Ensure that all systems are culturally and linguistically responsive to the needs of our students and their families.

- A. Culture and Climate of District and Schools:** Ensure that all schools and departments welcome and support all our students and their families by

establishing equity teams at each site, ensuring customer friendly service, and providing language access, all supported by district policy.

B. Recruit and Retain Teachers and Administrators of Color: Develop and invest in prospective and current teachers and administrators of color by establishing networking, mentoring and other support systems.

C. Professional Development: Create a culturally and linguistically responsive climate throughout the district through focused professional development.

V. Resources: Generate and equitably allocate resources for programs and services that enable every student to succeed.

A. Efficient Use of Resources: Improve and streamline District wide systems, services and operations through the use of enhanced tools and technology that will provide additional time and resources to meet current and future student needs.

B. Parcel Tax and Bond Revenues: Provide the best possible education for all students by effectively utilizing local parcel tax and bond revenues.

C. Partnerships: Maximize public and private resources to support greater student success by strengthening partnerships with the City, the Berkeley Alliance, the Berkeley Public Education Foundation, U.C. Berkeley, and other stakeholders.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent
DATE: October 27, 2010
SUBJECT: Resolution 11-19
Tax and Revenue Anticipation Notes – TRANS

BACKGROUND INFORMATION

California school districts experience cash flow problems in their General Fund by incurring expenses prior to the receipt of revenue from local property taxes or the State. The most recent California State Budget for fiscal year 2010-2011 defers 1.7 billion in cash to school districts from April/May 2011 to July 2011. This represents a deferral of \$6.7 million in cash or 25% of the District's State Aid portion of the Revenue Limit and other state funded programs. The State budget also included a one-time deferral from October to November 2010.

The District receives cash from parcel taxes in April and therefore has sufficient cash to meet expenditure obligations through June despite the state deferrals. However, during the month of November, cash will be extremely low and the District will not be able to meet its cash obligation. Staff is requesting the Board to approve the issuance of Tax Revenue and Anticipation Notes (TRANS), which is a short-term non-voter approved loan. The cash loan from the TRANS will be received in November and the District is required to repay the cash loan on or before June 1. The cash loan will provide the cash needed for the District to meet expenditure obligations in November. This issuance will cost the District \$75,000 in interest costs. Due to low interest rates for investment in the County Pooled Interest Fund, the District is no longer able to earn enough interest revenue to exceed cost of issuance and realize a surplus.

POLICY/CODE

Article 7.6 section 53850 Chapter IV, Part I Division II, Title V of California Government Code

FISCAL IMPACT

Impact on the General Fund is interest costs in the amount of \$75,000.

STAFF RECOMMENDATION

Approval of Resolution 11-19 to approve Tax and Revenue and Anticipation Notes (TRANS)

BERKELEY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 11-19

RESOLUTION REQUESTING THE BOARD OF SUPERVISORS OF ALAMEDA COUNTY TO ISSUE TAX AND REVENUE ANTICIPATION NOTES IN THE NAME OF THE BERKELEY UNIFIED SCHOOL DISTRICT FOR FISCAL YEAR 2010-2011 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$12,000,000 AND AUTHORIZING THE SALE THEREOF AND AUTHORIZING PREPARATION OF AN OFFICIAL STATEMENT IN CONNECTION THEREWITH

RESOLVED, by the Board of Education of the Berkeley Unified School District (the "District"), as follows:

WHEREAS, school districts organized and existing under the laws of the State of California are authorized by Article 7.6 (commencing with section 53850) of Chapter 4 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Law") to borrow money by the issuance of temporary notes, the proceeds of which may be used and expended for any purpose for which the school district is authorized to spend moneys; and

WHEREAS, pursuant to the Law, such notes may be issued in the name of such school district by the board of supervisors of the county, the county superintendent of which has jurisdiction over such school district, as soon as possible following receipt of a resolution of the governing board of such school district requesting such borrowing;

WHEREAS, the District has determined that it is desirable that the District borrow funds in an amount not to exceed \$12,000,000 with respect to fiscal year 2010-2011 for authorized purposes of the District; and

WHEREAS, the financial advisor to the District has been directed to prepare an official statement meeting the requirements of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Official Statement") and bond counsel to the District has been directed to prepare a notice of sale (the "Notice of Sale") and a notice of intention (the "Notice of Intention") relating to the offering and sale of the notes for the District;

NOW, THEREFORE, it is hereby DETERMINED and ORDERED as follows:

Section 1. Request. The Board of Supervisors (the "Board") of Alameda County (the "County") is hereby requested to issue tax and revenue anticipation notes in the name of the District in the principal amount of not to exceed \$12,000,000 (the "Notes"), under and pursuant to the provisions of the Law; *provided, however*, that the Notes shall not be issued until the District and the Board have received evidence that the Alameda County Superintendent of Schools has determined that the District's repayment of the Notes is probable.

Section 2. Limitation on Maximum Amount. The principal amount of Notes, when added to the interest payable thereon, shall not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, revenue and other moneys of the District for the general fund of the District attributable to Fiscal Year 2010-2011, and available for the payment of the notes and the interest thereon.

Section 3. Pledge. The Notes shall be obligations of the District and shall be secured by a pledge of and first lien and charge against the first “unrestricted moneys,” as hereinafter defined, to be received by the County on behalf of the District in such months and in such amounts as shall be determined by the Superintendent (or the Superintendent’s designee) prior to the date of sale of the Notes, sufficient to pay the principal of and interest on the Notes through the maturity date thereof (the “Pledged Revenues”). To the extent not so paid from the Pledged Revenues, the Notes shall be paid from any other moneys of the District lawfully available therefor. In the event that there are insufficient unrestricted moneys received by the District to permit the deposit in the Repayment Fund (as defined in the hereinafter defined Issuance Resolution) of the full amount of the Pledged Revenues to be deposited in any month on the last business day of such month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Notes and interest thereon. The term “unrestricted moneys” shall mean taxes, income, revenue and other moneys intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

Section 4. Approval of Issuance Resolution.

(a) The resolution entitled “RESOLUTION PROVIDING FOR THE BORROWING OF FUNDS IN THE NAME OF THE BERKELEY UNIFIED SCHOOL DISTRICT FOR FISCAL YEAR 2010-2011 AND THE ISSUANCE AND SALE OF 2010 TAX AND REVENUE ANTICIPATION NOTES THEREFOR” (the “Issuance Resolution”), to be adopted by the Board, in substantially the form presented to the Board of Education at this meeting, together with any additions to or changes therein deemed necessary or advisable by the Board, is hereby approved. The Notes shall be dated as of their date of delivery, shall mature (without option of prior redemption) on such date, not more than fifteen months from such date of delivery, as shall be determined by the Superintendent (or the Superintendent’s designee) prior to the date of sale of the Notes, and shall bear interest from their date, payable at maturity (if the maturity of the Notes is determined to be one year or earlier from the date of issuance) or payable on a date one year or earlier from the date of issuance and at maturity (if the maturity of the Notes is determined to be more than one year from the date of issuance), and computed on a 30-day month/360-day year basis.

(b) The District acknowledges that the Issuance Resolution authorizes the investment of amounts held in the Proceeds Fund and the Repayment Fund (as defined in the Issuance Resolution) by the County in any one or more investments generally permitted to school districts under the laws of the State of California, consistent with the investment policy of the County and the Issuance Resolution (the “Permitted Investments”). The Permitted Investments shall specifically include: (a) the County Pooled Investment Fund maintained by the County Treasurer; (b) at the request of the District, in specific investments permitted under section 53601 of the California Government Code; and (c) in the sole discretion of the District, (i) the Local Agency Investment Fund maintained by the Treasurer of the State of California; and

(ii) investment agreements with financial institutions with financial institutions with senior unsecured credit ratings in one of the two highest rating categories (without regard to any refinement or gradation of such rating category by a plus or minus or a numeral) from one or more nationally recognized statistical rating organization then rating the Notes.

Section 5. Form of Notes; Execution of Notes.

(a) The Notes shall be issued in fully registered form, without coupons, and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures. The Notes shall be numbered from 1 consecutively upward, shall be in the denomination of \$1,000 each or any integral multiple thereof.

(b) The Notes shall be executed in the name of the District, with the manual or facsimile signature of the County Treasurer-Tax Collector (the "Treasurer-Tax Collector") or one or more of his duly authorized deputies and the manual or facsimile counter-signature of the Clerk of the Board of Supervisors (although at least one of such signatures shall be manual) with the seal of the Board impressed thereon, and said officers are hereby authorized to cause the blank spaces thereof to be filled in as may be appropriate.

Section 6. Official Statement. The Board of Education hereby authorizes the preparation by the District's financial advisor of an official statement describing the Notes (the "Official Statement"). The Board of Education authorizes the distribution by the District's financial advisor of the Official Statement to prospective purchasers of the Notes, and authorizes and directs the Superintendent (or the Superintendent's designee) on behalf of the District to deem "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Official Statement prior to its distribution by the District's financial advisor. The execution of the Official Statement, which shall include such changes and additions thereto deemed advisable by the Superintendent or any other qualified officer of the District and such information permitted to be excluded from the Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the Official Statement by the District.

The Superintendent (or the Superintendent's designee) is separately authorized and directed to execute the Official Statement and a statement that the facts contained in the Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of sale of the Notes, true and correct in all material respects and that the Official Statement did not, on the date of sale of the Notes, and does not, as of the date of delivery of the Notes, contain any untrue statement of a material fact with respect to the District or omit to state material facts with respect to the District required to be stated where necessary to make any statement made therein not misleading in the light of the circumstances under which it was made. The Superintendent (or the Superintendent's designee) shall take such further actions prior to the signing of the Official Statement as are deemed necessary or appropriate to verify the accuracy thereof.

Section 7. Sale of Notes. The distribution of the Official Statement, the Notice of Sale and the Notice of Intention are approved in connection with the offering and sale of the Notes.

The actions of the District's financial advisor, on behalf of the District, in distributing the Official Statement and the Notice of Sale to such municipal bond brokers-dealers, to such banking institutions and to such other persons as may be interested in purchasing the Notes therein offered for sale, are hereby approved.

The Notes are hereby ordered to be sold by competitive bid. The Superintendent (or the Superintendent's designee) is hereby delegated the authority to accept the best responsible bid for the purchase of the Notes, determined in accordance with the Official Notice of Sale. The Superintendent (or the Superintendent's designee) is hereby authorized and directed to accept such bid, for and in the name of the District, by notice to the successful bidder. In the event two or more bids setting forth identical interest rates and premium, if any, are received, the Superintendent (or the Superintendent's designee), on behalf of the District, may exercise his or her own discretion and judgment in making the award and may award the Notes on a pro rata basis in such denominations as he or she shall determine. The Superintendent (or the Superintendent's designee), on behalf of the District, may, in his or her discretion, reject any and all bids and waive any irregularity or informality in any bid. The Superintendent (or the Superintendent's designee), on behalf of the District, shall award the Notes or reject all bids not later than 26 hours after the expiration of the time prescribed for the receipt of proposals unless such time of award is waived by the successful bidder.

The District's financial advisor is hereby delegated the responsibility of receiving, opening and analyzing bids submitted for the purchase of the Notes and to report the results thereof to the District and the County.

Consent is hereby given for Zions First National Bank, the parent company of KNN Public Finance, the District's financial advisor, to submit a bid for purchase of the Notes and to acquire or participate in the purchase of the Notes.

Section 8. Tax Covenants

(a) *Private Activity Bond Limitation.* The District shall assure that the proceeds of the Notes are not so used as to cause the Notes to satisfy the private business tests of section 141(b) of the Code (as hereinafter defined) or the private loan financing test of section 141(c) of the Code.

(b) *Federal Guarantee Prohibition.* The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Notes to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(c) *Rebate Requirement.* The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Notes.

(d) *No Arbitrage.* The District shall not take, or permit or suffer to be taken any action with respect to the proceeds of the Notes which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally

taken, on the date of issuance of the Notes would have caused the Notes to be “arbitrage bonds” within the meaning of section 148 of the Code.

(e) *Maintenance of Tax-Exemption.* The District shall take all actions necessary to assure the exclusion of interest on the Notes from the gross income of the registered owners of the Notes to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Notes.

For purposes of this Section 8, the term “Code” means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Notes or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Notes, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

Section 9. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any holder or beneficial owner of the Notes may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

For purposes of this Section 9, the term “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof. For purposes of this Section 9, the term “Participating Underwriter” shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

Section 10. No Temporary Transfers, Covenant Regarding Additional Short-Term Borrowing. It is hereby covenanted and warranted by the District pursuant to Article XVI, Section 6 of the Constitution of the State of California that it will not request the Treasurer-Tax Collector to make temporary transfers of funds in the custody of the Treasurer-Tax Collector to meet any obligations of the District during the 2010-2011 fiscal year until the full amount of Pledged Revenues has been deposited into the Repayment Fund. After the full amount of Pledged Revenues has been deposited into the Repayment Fund, the District covenants that it will not request the Treasurer-Tax Collector to make temporary transfers of funds in excess of eighty-five percent (85%) of the anticipated revenues accruing to the District during the 2010-2011 fiscal year.

Section 11. Further Authorization. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Notes are hereby approved, and the Superintendent, the Secretary of the Board and any and all other officers of the District are hereby authorized and directed for and in the name and on behalf of the District, to do any and all things and take any and all actions relating to the execution and delivery of any and all certificates, requisitions, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with the Issuance Resolution and this resolution.

The District hereby authorizes the Superintendent or the Superintendent's designee to execute an agreement for bond counsel services by and between the District and Quint & Thimmig LLP, and an agreement for financial advisory services by and between the District and KNN Public Finance, which firms are hereby appointed to serve as bond counsel and financial advisor, respectively, for the Notes. All costs incurred by the Board or the District in connection with the issuance of the Notes, including but not limited to printing of any official statement, rating agency costs, bond counsel fees and expenses, underwriting discount and costs, paying agent fees and expenses, the cost of printing the Notes, and any compensation owing to any officers or employees of the Board, the County or the District for their services rendered in connection with the issuance of the Notes, shall be payable by District.

Section 12. Indemnification. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees (the "Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject, because of action or inaction related to the Notes. The District shall also reimburse the Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 13. Effective Date. This resolution shall take effect from and after its adoption.

* * * * *

I hereby certify that the foregoing resolution was duly adopted at a meeting of the Board of Education of the Berkeley Unified School District held on the 27th day of October, 2010, by the following vote:

AYES, and in favor of, Board Members:

NOES, Board Members:

ABSENT, Board Members:

By _____
Clerk of the Board of Education

EXHIBIT A

Board of Supervisors of Alameda County, California
in the Name of the
BERKELEY UNIFIED SCHOOL DISTRICT
(Alameda County, California)
2010 Tax and REVENUE ANTICIPATION NOTE

INTEREST RATE:	MATURITY DATE:	ISSUE DATE:	CUSIP:
_____ %	_____, 2011	_____, 2010	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS

The BERKELEY UNIFIED SCHOOL DISTRICT, Alameda County, State of California (the "District"), acknowledges itself indebted, and promises to pay, to the Registered Owner stated above, or registered assigns (the "Owner"), on the Maturity Date stated above, the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money at the rate per annum stated above, payable on the Maturity Date stated above, calculated on the basis of 360-day year comprised of twelve 30-day months. Both the principal of and interest on this Note shall be payable at maturity to the Owner.

It is hereby certified, recited and declared that this Note is one of an authorized issue of notes in the aggregate principal amount of _____ dollars (\$_____), all of like tenor, issued pursuant to the provisions of a resolution of the Board of Supervisors (the "Board") of Alameda County (the "County") duly passed and adopted on October 27, 2010 (the "Resolution"), and pursuant to Article 7.6 (commencing with section 53850) of Chapter 4, Part 1, Division 2, Title 5, of the California Government Code, and that all conditions, things and acts required to exist, happen and be performed precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, revenue and other moneys which are received by the County on behalf of the District for Repayment Fund of the District (as defined in the Resolution) for the Fiscal Year 2010-2011. As security for the payment of the principal of and interest on the Notes, the Board, in the name of the District, has pledged the first "unrestricted moneys", as hereinafter defined (a) in an amount equal to _____ percent (____%) of the principal amount of the Notes to be received by the County on behalf of the District in _____, (b) in an amount equal to _____ percent (____%) of the principal amount of the Notes to be received by the County on behalf of the District in _____, (c) in an amount equal to _____ percent (____%) of the principal amount of the Notes to be received by the County on behalf of the District in _____.

_____, and (d) in an amount equal to all interest due on the Notes to be received by the County on behalf of the District in _____ (such pledged amounts being hereinafter called the "Pledged Revenues"). The principal of the Notes and the interest thereon shall constitute a first lien and charge thereon and shall be paid from the Pledged Revenues. To the extent not so paid from the Pledged Revenues, the Notes shall be paid from any other moneys of the District lawfully available therefor. The term "unrestricted moneys" shall mean taxes, income, revenue and other moneys intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The Notes are issuable as fully registered notes, without coupons, in denominations of \$1,000 each or any integral multiple thereof. Subject to the limitations and conditions as provided in the Resolution, Notes may be exchanged for a like aggregate principal amount of Notes of other authorized denominations and of the same maturity.

The Notes are not subject to redemption prior to maturity.

This Note is transferable by the Owner hereof, but only under the circumstances, in the manner and subject to the limitations provided in the Resolution. Upon registration of such transfer a new Note or Notes, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange for this Note.

The Board may treat the Owner hereof as the absolute owner hereof for all purposes and the Board shall not be affected by any notice to the contrary.

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the Board of Supervisors of Alameda County, California has caused this Note to be issued in the name of the District and to be executed by the manual or facsimile signature of the County Treasurer-Tax Collector and countersigned by the manual or facsimile signature of the Clerk of the Board, all as of the Issue Date stated above.

BOARD OF SUPERVISORS OF
ALAMEDA COUNTY

By _____
Treasurer-Tax Collector

Countersigned:

Clerk of the Board

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within registered Note and hereby irrevocably constitute(s) and appoints(s) _____

_____ attorney,
to transfer the same on the Note register of the Treasurer-Tax Collector with full power of
substitution in
the premises.

Dated: _____

Signature:

Note: The signature(s) on this Assignment must
correspond with the name(s) as written on the
face of the within Note in every particular
without alteration or enlargement or any change
whatsoever.

Signature Guaranteed:

Note: Signature(s) must be guaranteed by a
qualified guarantor.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: October 27, 2010
SUBJECT: Public Hearing on Charter School Proposal

BACKGROUND INFORMATION:

Marcus Garvey Charter Schools Inc. has submitted a petition to operate Berkeley Charter Academy in the Berkeley Unified School District.

In accordance with Ed. Code 47605b, the Berkeley Unified School District must hold a public hearing on the provisions of the charter and consider the level of support for the petition by teachers employed by the district, other employees of the district and parents. However, staff is not expecting the Board to take any action at this meeting. The Board is scheduled to vote on whether or not to grant the requested charters at its meeting on November 10, 2010.

The Board must approve or deny the petition based on state guidelines, which are defined in the Education Code. The evaluation of the proposals must include an examination of the sixteen required elements and four conditions which are listed below.

The Charter School Petition must contain reasonably comprehensive descriptions of these sixteen elements:

Educational Program	Measurable Pupil Outcomes
Outcome Measurement	Governance Structure
Employee Qualifications	Health and Safety of Pupils
Racial and Ethnic Balance	Admission Requirements
Annual Audit	Student Discipline
STRS or Social Security	Student Attendance Alternatives
Return Rights to District	Employee Dispute Resolution
Collective Bargaining	Procedures for Closing

In addition, the petition must verify that the charter school will meet the following four conditions.

- A charter school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.
- A charter school shall not charge tuition.
- A charter school shall not discriminate against any pupil on the basis of ethnicity, national origin, gender, or disability.
- A charter school shall admit all students who reside in

California who wish to attend (up to the school's capacity based upon space, staff, or charter school policy).

The Board may not deny a charter unless it makes factual findings, specific to the particular petition, that:

1. The charter school presents an unsound education program for the pupils to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain the number of signatures required.
4. The petition does not contain an affirmation of each of the four conditions listed above.
5. The petition does not contain reasonable comprehensive descriptions of the required sixteen elements.

The staff and the District's legal counsel will review the charter petition and report their findings at the Board meeting on November 10.

Copies of the proposal have been provided under separate cover. Additional copies of the petition and proposed charter are available for review in the Superintendent's Conference Room.

POLICY/CODE

Ed Code 47605b
Board Policy 0424.4

FISCAL IMPACT

None

STAFF RECOMMENDATION

Hold a Public Hearing on the Charter School Proposal.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM Javetta Cleveland, Deputy Superintendent
DATE: October 27, 2010
SUBJECT: Information on the 2010-11 State Budget for California Schools

BACKGROUND INFORMATION

On October 8, 2010, the Governor's 2010-11 State Budget for California schools was approved. Staff has received information on the State Budget and will share that information with the Board on how this year's budget will fiscally impact our District.

POLICY/CODE

None

FISCAL IMPACT

None

STAFF RECOMMENDATION

Review and accept the information on the 2010-11 State Budget for California Schools.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Lew Jones, Director of Facilities
DATE: October 27, 2010
SUBJECT: Facilities Plan Update

BACKGROUND INFORMATION

This report is an update of the Facilities Construction Plan approved by the Board on March 10, 2010 and as amended on September 22, 2010. Data in this report is current as of October 15, 2010. This report includes updates of all active construction and BSEP Fund 7 projects. Maintenance projects are detailed in the Maintenance Quarterly Reports.

ELEMENTARY SCHOOLS

Emerson

Project Type: Roofing
Status: Complete
Completion Date: October 2010
Changes since last report: The contractor completed the punch list. The project is being recommended for acceptance at this Board meeting.

Project Type: Solar
Status: Pre-Design
Completion Date: September 2011
Changes since last report: The Board hired the project manager.

LeConte

Project Type: Electrical Service
Status: Pre-Design
Completion Date: October 2011
Changes since last report: The District submitted an application to PG&E to approve the plan and to help engineer a new transformer.

BAM

Project Type: Floor and Paint
Status: Complete
Completion Date: September 2010
Changes since last report: The contractor completed the punch list and the Board accepted the project as complete on October 13th.

Project Type: Electrical Service
Status: Pre-Design
Completion Date: October 2011
Changes since last report: The District submitted an application to PG&E to approve the plan and to help engineer a new transformer.

MIDDLE SCHOOLS

KING

Project Type: Media Center Roof
Status: Pre-Design
Completion Date: September 2011
Changes since last report: The Board hired the project manager.

Project Type: Gymnasium Roof
Status: Pre-Design
Completion Date: September 2011
Changes since last report: The Board hired the project manager.

Project Type: Science Boiler
Status: Pre-Design
Completion Date: October 2011
Changes since last report: The Board hired the project manager.

HIGH SCHOOLS

BERKELEY HIGH

Project Type: New Buildings
Status: Construction
Completion Date: December 2011
Changes since last report: The electrical trenching has begun. The building pad for the new electric transformer and the small facilities building has begun.

Project Type: Phase 2
Status: Permit
Completion Date: May 2012
Changes since last report: No change. We still expect approval from DSA in late November or early December.

Project Type: Phase 3
Status: Design
Completion Date: June 2012
Changes since last report: Phase 3 is only approved through a bid phase. The construction document set is approximately 40% complete.

Project Type: Donahue Gymnasium Roof
Status: Pre-Design
Completion Date: September 2011
Changes since last report: The Board hired the project manager.

Project Type: Science Laboratory Confirmation
Status: Pre-Design
Completion Date: December 2010
Changes since last report: The Board hired an architect to assist us with refining the type and possible location of science labs.

OTHER SITES

WEST CAMPUS

Project Type: Rehabilitated Buildings
Status: Construction
Completion Date: November 2011
Changes since last report: The abatement of the main building is complete. The concrete demolition has been completed on the third floor and is underway on the first and second floors. Framing layout has begun on the third floor.

Project Type: Board Room
Status: Design
Completion Date: May 2012
Changes since last report: The schematic design proposal with an estimate was sent to the City. The District has its own “base package” that will be designed and bid. Staff is working with the architect to identify what elements may be prudent to add or delete from the current contract so building elements are not installed only to be later removed.

Project Type: Solar Project (Schematic)
Status: Pre-Design
Completion Date: June 2011
Changes since last report: Staff has not met with the two other school districts since the last report. Structural assessments of several of our sites have been completed and the report is being compiled.

Project Type: Computer and Switch Replacement
Status: Purchase
Completion Date: December 2010
Changes since last report: Staff plans to place orders for the computer switches within a week and is compiling orders to begin computer replacement.

Project Type: Furniture Replacement
Status: Design
Completion Date: September 2011
Changes since last report: Staff is compiling orders to replace a few classrooms over the winter break. Other replacements will occur next summer. The cafeteria tables at Emerson and Willard were replaced.

The Board approved an application to the Department of Education for Qualified School Construction Bonds (QSCBs).

The Board also approved a project to replace floors at Oxford School. That project will be listed in the next report.