

**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, June 30, 2010

Call to Order The Presiding Officer will call the Meeting the Regularly Scheduled Board of Education Meeting to Order **at 6:30 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

Administration:

Superintendent William Huyett, Secretary
Javetta Cleveland, Deputy Superintendent
Neil Smith, Assistant Superintendent of Educational Services
Lisa van Thillo, 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. 0910-28-032296
- c) Collective Bargaining
- d) Public Employee Discipline/Dismissal /Release/Evaluation
Employee Contract
- e) Public Employment /Appointment
Certificated Employee
- f) Liability Claims
- 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 June 30, 2010

TEACHING AND LEARNING

Maria Carriedo, Principal, Early Childhood Education, "DRDP" Overview & Results for 2009-2010 School Year

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.

General Services

1.1-C
Approval of Resolution No. 10-66
Denouncing Arizona State Senate Bill
1070

Board Member Recommendation:
Approve Resolution No. 10-66

7

Human Resources

2.1-C
Approval of Personnel Report

Staff Recommendation:
Approve Personnel Report No. 10-13

10

Educational Services

3.1-C Berkeley High School Expenditure Plan for Economic Impact Aid	<u>Staff Recommendation:</u> Approve Berkeley High School Economic Plan	12
3.2-C Adoption of New Textbook for BHS International Baccalaureate	<u>Staff Recommendation:</u> Approve adoption of SL Biology, <i>Course Companion textbook</i> for the Berkeley High School International Baccalaureate program	13
3.3-C Approval of Overnight Field Trip	<u>Staff Recommendation:</u> Approve the overnight field trip consistent with District policies and instructional programs	14
3.4-C Approve Consolidated Application for Categorical Programs	<u>Staff Recommendation:</u> Approve Consolidated Application for Categorical Programs (separate cover)	15

Business Services

4.1-C Approval of Contracts Orders for Service Contracts	<u>Staff Recommendation:</u> Authorized the Purchasing Manager or Deputy Superintendent to execute contracts and purchase orders	17
4.2-C Memorandum of Understanding (MOU) between Berkeley Adult School and The Advanced Medical School of Nursing	<u>Staff Recommendation:</u> Approve the Memorandum of Understanding Between the Berkeley Adult School and THE Advanced Medical School of Nursing.	18
4.3-C Approval of Contract with Bay Area Coalition for Equitable Schools ("BayCES")	<u>Staff Recommendation:</u> Approve Contract with Bay Area Coalition for Equitable Schools ("BayCES") in the amount of \$ 119,700 at Berkeley High School	24
4.4-C Approval of Resolution to Authorize the Contracts with California Department of Education for the Child Development Programs for 2010-11	<u>Staff Recommendation:</u> Approve the Resolution to authorize the contracts with the California Department of Education for the Childhood Development Programs for 2010-11	31

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
Approval of BFT Contract Extension

Staff Recommendation:
Approve Contract Extension with BFT

37

2.2-A
Approval of Tentative Ratification Agreements with Local 21

Staff Recommendation:
Approve Tentative Ratification Agreements with Local 21

40

Facilities

8:30 PM

5.1-A

Staff Recommendation:
Approve Resolution to accept the Mitigated Negative Declaration

44

Approve Resolution to Accept the Mitigated Negative Declaration for the East Campus Curvy Derby Field
(separate cover)

5.2-A

Staff Recommendation:
Approve project at East Campus Field

57

CONFERENCE ITEM

This item is submitted for advance planning and to assist the Board in establishing future agenda items. The Board may, however, take action.

General Services

1.1-CF

Staff Recommendation:
Review and discuss SSC Bylaws, accept for First Reading

58

SSC Bylaws

INFORMATION ITEMS

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

General Services

1.1-I

Staff Recommendation:
Receive report on Mission, Vision and Values as information

83

Mission, Vision and Values

Educational Services

3.1-I
Report on Small Schools at Berkeley High School

Staff Recommendation:
Receive Report on Small Schools at Berkeley High School for Information **(separate cover)**

86

3.2-I
Special Education IEP Compliance Report

Staff Recommendation:
Receive Special Education IEP Compliance Report for information

87

Facilities

5.1-I
Facilities Plan Update

Staff Recommendation:
Receive and accept Facilities Plan update as information

89

**EXTENDED PUBLIC TESTIMONY
ADJOURNMENT**

UPCOMING BOARD MEETINGS

August 4 – special
August 18
September 15

September 22
October 13
October 27
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.

MISSION AND GOALS OF THE BERKELEY UNIFIED SCHOOL DISTRICT

MISSION STATEMENT

The mission of the Berkeley Unified School District, a diverse community deeply committed to public education, is to ensure that all students discover and develop their special talents, achieve their educational and career goals, become life long learners, and succeed in a rapidly changing society by:

- empowering students, parents and staff,
- providing a strong standards based curriculum, and
- offering alternative learning experiences in a racially integrated, multilingual environment.

VISION

Berkeley Unified School District creates a system that enables every student, including those with diverse needs, to meet or exceed rigorous standards for academic performance. All students will develop the attitudes, skills and habits of mind needed to succeed in and beyond the classroom. The members of this school community share a vision of educational excellence, an appreciation for the partnerships with local government agencies, community based organizations, businesses, institutions of higher education and will work collaboratively to realize this vision.

PERFORMANCE GOALS

- 1. Increase the academic achievement of all students through effective instruction and a challenging and engaging curriculum**
- 2. Implement interventions that address barriers to student learning in order to meet the needs of the whole child**
- 3. Establish and maintain the culture and governance necessary to support an environment conducive to learning**

BERKELEY UNIFIED SCHOOL DISTRICT

TO: Board of Education
FROM: Beatriz Leyva-Cutler, Vice President, Board of Education
DATE: June 30, 2010
SUBJECT: Resolution No. 10-66 Denouncing Arizona State Senate Bill
1070

BACKGROUND INFORMATION:

The Arizona legislature passed SB1070 (Support Our Law Enforcement and Safe Neighborhoods Act), which the Arizona Governor, Jan Brewer, signed into law on April 23, 2010. This legislation gives local Arizona laws enforcement officials when practicable” to detain people they “reasonably suspect” are in the country without authorization; allows the police to charge immigrants with a state crime for not carrying immigration documents; creates a private right of action to sue cities upon belief that the government has a policy or practice that restricts immigration law enforcement; and makes it a crime to stop on a public street to attempt to hire a temporary worker.

POLICY/CODE:

None

FISCAL IMPACT:

None

BOARD MEMBER RECOMMENDATION:

Approve Resolution No. 10-66 Denouncing Arizona State Senate Bill
1070

BERKELEY UNIFIED SCHOOL DISTRICT

Resolution No. 10-66 denouncing Arizona State Senate Bill 1010

1

WHEREAS, Berkeley Unified School District is committed to providing excellent educational opportunities to all of our students, without regard to race, ethnicity, national origin, income, sexual orientation, or disability, and is guided by the core values of equity, inclusiveness and high academic expectations for all students;

WHEREAS, the Arizona legislature passed SB1070 (Support Our Law Enforcement and Safe Neighborhoods Act), which the Arizona Governor, Jan Brewer, signed into law on April 23, 2010, legislation that gives local Arizona laws enforcement officials, who are not trained in federal immigration law, substantial responsibility for enforcing immigration laws;

WHEREAS, SB 1070 requires the police “when practicable” to detain people they “reasonably suspect” are in the country without authorization; allows the police to charge immigrants with a state crime for not carrying immigration documents; creates a private right of action to sue cities upon belief that the government has a policy or practice that restricts immigration law enforcement; and makes it a crime to stop on a public street to attempt to hire a temporary worker; and

WHEREAS, BUSD seeks to provide a well-rounded and quality education that exposes students to cultures that are critical to understanding our nation, past and present, and that helps our students appreciate the histories and cultural contributions of their own communities;

WHEREAS, BUSD offers African American Studies and integrates ethnic studies within our curriculum, with the objective of preparing our students to be global citizens with an appreciation for the contributions of multiple cultures to the tapestry of our civilizations and communities; and,

WHEREAS SB1070 will inevitably lead to racial profiling, jeopardizes public safety, and creates a wedge between law enforcement and ethnic communities; and

WHEREAS, civil rights leaders, constitutional rights scholars, elected officials and school districts across the country are repudiating SB 1070; and now therefore, be it

RESOLVED, that unless and until Arizona rescinds SB 1080, Berkeley Unified School District and the Board of Education will restrain from (1) entering into any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona (2) avoid sending Board members or BUSD employees to conferences in Arizona and (3) review contracts as they come up for renewal for the purchase of goods and services with companies headquartered in Arizona and explore opportunities to discontinue those contracts consistent with the terms of those contract and principals of fiscal responsibility, and

FURTHER RESOLVES, that the Board directs the Superintendent to encourage BUSD teachers to develop units in civics and history classes to discuss the recent laws enacted in Arizona in the context of the American values of unity, diversity and Equal Protection for all,

FURTHER RESOLVED, that the Berkeley Board of Education urges our community to take a stand against such discriminatory law and to be aware of Arizona policies violating visitors civil rights if traveling to that state; and

FURTHER RESOLVED that the Governing Board of Berkeley Unified School District express its outrage and condemnation of SB 1070 and HB228 and calls on the leadership of the State of Arizona to reverse these punitive and misguide measures;

FURTHER RESOLVED, that Berkeley Unified School District and the Board of Education hereby direct the Clerk of the Board to send a copy of this Resolution to Senator Loni Hancock and to display prominently on the District's website.

ADOPTED by the Board of Education this 30th day of June, 2010.

John T. Selawsky, Clerk
Board of Education

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Lisa van Thillo, Assistant Superintendent, Human Resources
DATE: June 30, 2010
SUBJECT: APPROVAL OF HUMAN RESOURCES REPORT 10-13
 Following is Human Resources Report 10-13 which reports details of personnel assignments, employment, and terminations.

CERTIFICATED EMPLOYEES						
NAME	POSITION	LOCATION	BUDGET	FTE & SALARY	FROM	TO
<u>RESIGNATION</u>						
Christa Henderson	Teacher	Oxford	General Fund	1.00	6/18/10	
<u>CHILD REARING LEAVE WITH PAY</u>						
Sacha Moutakas	Teacher	Washington	General Fund	1.00	9/24/10	2/23/11
<u>LEAVE OF ABSENCE WITHOUT PAY</u>						
Roald De Jean	Teacher	King	General Fund	.20	8/30/10	6/17/11
Kerry Erspamer	Teacher	BHS	General Fund	1.00	8/30/10	6/17/11
Amanda Salzman	Teacher	BHS	General Fund	.20	8/30/10	6/17/11
Allison Smith	Teacher	BHS	General Fund	1.00	8/30/10	6/17/11
<u>UNION LEAVE OF ABSENCE WITH PAY</u>						
Tracey Iglehart	Teacher	Rosa Parks	General Fund	.50	8/30/10	6/17/11

CLASSIFIED EMPLOYEES

NAME	POSITION	LOCATION	BUDGET	CLASS RANGE STEP	FTE & SALARY	FROM	TO
<u>RECALL FROM LAYOFF</u>							
Don Arreola-Burl	Instructional Specialist (PE)	Washington	BSEP/Donations	58/5	1.0 FTE \$33.60 hr	9/1/10	6/17/11
<u>TEMPORARY/HOURLY/LIMITED TERM</u>							
Maruko Hiratzka	Clerical I	Malcolm X	EIALEP	30/5	270 total hrs \$16.82 hr	9/1/10	6/17/11
Dalia Ortiz Pon	Student Worker	Berkeley High	General Fund	N/A	20 hrs/wk \$8.00 hr	1/30/10	6/30/10
<u>STIPENDS</u>							
Selina Eadie	JV Coach (Girls Lacrosse)	Berkeley High	General Fund	N/A	\$1129.60	2/8/10	6/1/10
Tim Moellering	Freshman Coach (Baseball)	Berkeley High	General Fund	N/A	\$1745.00	2/4/10	5/30/10
Laila Nossier	Freshman Coach (Girls Soccer)	Berkeley High	General Fund	N/A	\$1255.20	11/9/09	3/25/10
Gulliver Scott	Assistant Coach (Boys Crew)	Berkeley High	General Fund	N/A	\$1071.00	2/4/10	5/30/10
Jerome Wiggins	Assistant Coach (Baseball)	Berkeley High	General Fund	N/A	\$1309.20	2/4/10	5/30/10
<i>Page 2 of 2</i>							

|

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: June 30, 2010
SUBJECT: 2010-11 BHS Expenditure Plan for Economic Impact Aid Funding

BACKGROUND INFORMATION:

California Department of Education requires every school participating in school based coordinated categorical programs to have a board approved Single Plan for Student Achievement that must be reviewed annually. Berkeley High uses its Board approved WASC plan as its Single Plan for Student Achievement. This year BHS has not completed their annual review which was begun and should continue at the start of the school year as they prepare for the WASC self-study prior to the WASC review.

Based on the current WASC plan, BHS has developed an expenditure plan for its state Economic Impact Aid funding (EIA). This includes funding in two categories: English Learner (EL) and State Compensatory Education (SCE). This plan does not expend the total budget of EIA but does allow for additional resource allocation after the review of the existing plan is completed. This EIA expenditure plan does not serve as the school's Single Plan for Student Achievement or WASC.

Berkeley High School's English Learner Advisory Committee participated in developing the Berkeley High Expenditure Plan for recommendation to the schools' School Governance Council (SGC) and School Site Council (SSC). Berkeley High's SGC, which includes its SSC, approved the plan for submission to the school board.

The complete Berkeley High WASC Plan and the EIA expenditure plan is available in the Superintendent's Conference Room for public viewing.

POLICY/CODE:

Education Code Section 52850-52863

FISCAL IMPACT:

There is no impact on the General Fund.

STAFF RECOMMENDATION:

Approve the 2010-11 Berkeley High EIA Expenditure Plan

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: June 30, 2010
SUBJECT: Adopt *Biology: Course Companion* for use at Berkeley High School

BACKGROUND INFORMATION

The staff at Berkeley High School is recommending the adoption of the text, *Biology: Course Companion*, to strengthen the IB Biology curriculum.

Biology: Course Companion, by Andrew Allott and David Mindorff and published by Oxford University Press in Cooperation with the International Baccalaureate, is used widely by schools offering the International Baccalaureate program as a textbook for the one-year SL Biology course. The Companion provides valuable summaries of essential content for students as they work to master the subject of biology. It provides critical practice in data-based analysis of experiments as well as sample questions and answers that students use to prepare for their exams. In addition, the Companion links biology content to concepts that students are learning in their other classes at BIHS, often providing valuable perspectives on ethical issues and international current events. The text also provides strong support for the laboratory component of the course with descriptions of the expectations for lab reports and examples of completed reports.

The textbook and the course outline have been on display in the Superintendent's Conference Room since it was presented at the Board meeting last week. The book is now being recommended for official adoption.

POLICY/CODE

Board Policy 6161.1

FINANCIAL IMPACT

Approximately \$1,200 for one class set

STAFF RECOMMENDATION

Approve *Biology: Course Companion* for adoption at Berkeley High School.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: June 30, 2010
SUBJECT: Overnight Field Trip Request

BACKGROUND INFORMATION:

The following overnight field trip request is being made:

BHS Executive Student Leadership Team Retreat, Monte Toyon Camp, Aptos, CA, August 19 – 21, 2010.

Approve Participation of thirty (30) Berkeley High School students, three (3) teachers, and one (1) other adult, on a three-day, two-night field trip to the Monte Toyon Camp in Aptos, CA. The students will depart from Berkeley High School at 10:00 a.m. on Thursday, August 19, and return at 5:00 p.m. on Saturday, August 21, 2010. BUSD will provide transportation. During the retreat the Student Leadership Team will develop team building skills and learn to identify the needs of all students in order to be effective in their roles as associated student body leaders. The camp, run by United Camps, Conferences and Retreats, will provide all meals and accommodations at the camp. The group will stay in gender specific, dormitory style lodgings. The total cost of \$4,653 will be paid by ASB Funds and the BHS Principal's discretionary fund. No student will be denied access based on ability to pay. Requested by Vernon Walton, B.H.S. Vice-Principal.

POLICY/CODE:

Education Code, Section 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: Neil Smith, Assistant Superintendent, Educational Services
DATE: June 30, 2010
SUBJECT: Approval of the 2010 - 2011 Consolidated Application for Funding Categorical Programs, Part I

BACKGROUND INFORMATION:

Part I of the Consolidated Application for Funding Categorical Programs declares the District's intent to apply for 2010-11 categorical program funds. The District Advisory Committee (DAC) and the District English Learner Advisory Committee (DELAC) will review the application when they reconvene during the 2010-11 school year

The annual application includes data reports as well as the basic legal assurances for all of the categorical programs. Compliance with these assurances is required, indicating that the school district will abide by all of the requirements for the following program funds that are included in the application.

This year the Consolidated Application has eliminated the need to apply for and report on several existing funds due to the new state flexibility provision in the state budget. The four programs currently under the flexibility option are; School Safety and Violence Prevention, Cal-SAFE, Peer Assistance and Review, and Middle and High School Counseling Program. While the funding for these programs will be available to the district they are currently not a part of the consolidated application.

The Consolidated Application does not include any Title I Stimulus Funding.

Federal and State funds for At-Risk Students included in the application are:

Title I, Part A (Basic Grant Low Income), NCLB Sec. 101
Title III, Part A (LEP Students), NCLB Sec. 301
Economic Impact Aid, EC 54000

Federal and State funds for School Improvement and Professional Development included in the application are:

Title II, Part A (Teacher Quality), NCLB Sec. 201

The reports below are required to be included in the Consolidated Application by the No Child Left Behind Act (NCLB):

- The number of students who transferred under the "choice" option of NCLB

- The number of students who received Supplemental Services under NCLB
- The number of homeless students by grade and living situation
- Expenditures for Title II Part A and Title III Part A School Reports for expulsions and suspensions by Ed Code violation as well as truancy
- Title I report of Program Improvement Activities by site
- Uniform Management Information Reporting System (UMIRS) report related to “persistently dangerous schools”
- Title II teacher and paraprofessional report
- NCLB Highly Qualified Teacher requirement reports
- Prayer policy certification
- Parent Involvement Policy Certification by school site

A complete copy of the Consolidated Application is available in the Superintendent’s Conference room for public viewing.

POLICY/CODE:

Education Code Section 64000-64001

FISCAL IMPACT:

Approximately \$2,053,599 in supplemental funding for categorical programs

STAFF RECOMMENDATION:

Approve Part I of the Consolidated Application for Funding Categorical Programs.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent
DATE: June 30, 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. Infocus Video to provide new security cameras and installation for District sites as needed by Plant Operations Department for 2011 SY. The cost will not exceed \$25,000. To be paid from Measure BB. Requested by Greg Williams.
2. Sentry Alarm Systems to provide replacement of security alarm systems for District sites as needed by Plant Operations Department for 2011 SY. The cost will not exceed \$25,000. To be paid from Measure BB. Requested by Greg Williams.
3. Starline Supply to provide materials and installation for restroom partition repairs for District sites as needed by Plant Operations Department for 2011 SY. The cost will not exceed \$20,000. To be paid from Measure BB. Requested by Greg Williams.
4. QSS to provide support for Fiscal Services software for 2011 SY. The cost will not exceed \$40,716. To be paid from General Fund. Requested by Jay Nitschke.

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: Neil Smith, Assistant Superintendent, Educational Services
DATE: June 30, 2010
SUBJECT: Memorandum of Understanding between Berkeley Adult School and Advanced Medical School of Nursing

BACKGROUND INFORMATION

With the great need for vocational nurses in the Berkeley Area, Berkeley Adult School has collaborated with the Advanced Medical School of Nursing to offer students the vocational training necessary to become a Licensed Vocational Nurse (LVN).

This one-year program, which would begin in January 2011, creates a pathway and sequence for students in the field of Health Science Medical Technology. Students who complete the Certified Nurse Assisting Program will be referred to this LVN program. Students who complete the LVN Program will be referred to a higher institution to receive training to become a Registered Nurse. This pathway and sequence meet the requirements in the school's Five Year Plan for Career and Technical Education.

Berkeley Adult School may receive funding through the Carl Perkins Grant for students served with the LVN Program. In addition, Advanced Medical School of Nursing will reimburse Berkeley Adult School \$450 for each student enrolling in the one-year program.

POLICY/CODE

Education Code 51041, 51056, 52579
Carl D. Perkins Career and Technical Education Improvement Act of 2006
P.L. 109-270

FISCAL IMPACT

There is no negative fiscal impact on the Adult Education Fund.

STAFF RECOMMENDATION

Approve the Memorandum of Understanding between Berkeley Adult School and Advanced Medical School of Nursing.

Berkeley Unified School District MEMORANUM OF UNDERSTANDING

This Memorandum of Understanding is dated this 23rd day of June, 2010, by and between Berkeley Unified School District hereinafter referred to as "DISTRICT" and Advanced Medical School of Nursing hereinafter referred to as "CONTRACTOR" whose place of business is 10 Mountain View Avenue, Bay Point, CA 94565

This Memorandum of Understanding represents the services which the "CONTRACTOR" will provide to the "DISTRICT" at Berkeley Adult School during the 2011-2012 school years.

This Memorandum of Understanding will expire on January 30, 2012 and will be renewed each year before July 1 of that school calendar year beginning 2012.

ARTICLE I: DESCRIPTION OF THE CONTRACTING AGENCIES – "CONTRACTORS"

Advanced Medical School of Nursing (AMSN) - The AMSN is a for profit organization dedicated to providing up-to-date licensed vocational nursing care classes to both public and professional health care communities. Their goal is to provide nursing education to address the local community labor need and to provide meaningful employment for all graduates.

ARTICLE II: STATEMENT OF SERVICES TO BE PROVIDED

CONTRACTOR agrees to provide the DISTRICT services of this Agreement under the following terms and conditions:

1. Licensed Vocational Nursing (LVN) Students will learn how to provide care to patients in a variety of settings (e.g.; hospice, hospitals, clinics, outpatient settings, home care and correctional facilities).
2. Students who complete all of the training objectives will be prepared to take the California Licensed Vocational Nurse Board certification exam needed to be passed to be employed as a Licensed Vocational Nurse.
3. Services shall begin in January 2011.
4. The first course begins January 25, 2011 and will be completed on January 25, 2012
5. The theory and lab training courses will be delivered at Berkeley Adult School up to five days per week.
6. Clinical observation courses will meet at least three days per week as schedules permit and students will report to appropriate facilities that satisfy the board certification requirements.
7. CONTRACTOR understands and agrees that certificated teachers perform the tasks normally associated with teaching a course at Berkeley Adult School, including but not limited to; completing and submitting student attendance data in a timely manner, completing and submitting student completion data in a timely manner, issuing completion certificates in a timely manner, attending scheduled staff department meetings (optional), attending Berkeley Adult School professional development meetings and submitting curriculum materials in a timely manner.
8. CONTRACTOR understands and agrees that the DISTRICT is the sole authority for withholding educational rights of a student who violates a Berkeley Adult School policy, a DISTRICT Board policy or the California Education Code.
9. CONTRACTOR understands and agrees that with input from the DISTRICT, the CONTRACTOR is the sole authority to interview, hire, observe, evaluate and supervise certificated teachers in accordance with the Board of Vocational Nursing regulations, policies and practices. This may include periodic classroom visits, evaluations and observations within previously stated agreements and regulations.
10. CONTRACTOR understands and agrees that with input from the DISTRICT, the CONTRACTOR is the sole authority to review and approve course content, outlines and curriculum in accordance with the State approving agency and National Board standards for a student to be prepared for the Licensed Vocational Nurse Board Certification.
11. CONTRACTOR understands and agrees that the CONTRACTOR shall furnish the DISTRICT with student data (passing rates) regarding all students enrolled in the LVN program to satisfy the District and the California Department of Education requirements.

Berkeley Unified School District MEMORANUM OF UNDERSTANDING

12. CONTRACTOR understands and agrees that there is a maximum enrollment of no more than thirty five students in each Licensed Vocational Nurse course offering.
13. CONTRACTOR understands that there must be at least a minimum of fifteen students.
14. The CONTRACTOR will collect and process participant registration for BAS and associated student fees of \$21,000 (subject to change) for Program.
15. CONTRACTOR understands and agrees that all students must have a recognized high school diploma or equivalent thereof prior to enrolling in the Licensed Vocational Nurse program.
16. CONTRACTOR will provide the Live-Scan background check and the State of California Board Certification testing fees.
17. CONTRACTOR understands and agrees that an orientation will occur prior to student enrollment. Student assessments will be conducted that may include but is not limited to; academic abilities, pertinent criminal history and professional character and, if the student is seen as not qualified or not employable, that student may be denied admission until noted discrepancies are remedied.
18. CONTRACTOR understands and agrees that course fee refunds will be offered up to 24 business day hours before a class begins. After that, no refunds or transfer of fees will be available unless a class is cancelled by the DISTRICT.
19. CONTRACTOR shall furnish, at their own expense, all other items necessary to carry out the terms of this Agreement.

ARTICLE III: TERM OF SERVICES

“CONTRACTORS” shall commence work on January 7, 2011. Work to be completed by January 25, 2012.

Neither party can assign or delegate any part of this Agreement without the written consent of the other party.

ARTICLE IV: REQUIREMENTS OF THE “BUSD”

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

- DISTRICT will, in partnership with CONTRACTOR, offer the Licensed Vocational Nurse Program and market the program with the Berkeley Adult School brochure and web page or other marketing strategies normally used for similar programs.
- The DISTRICT will provide classroom space for the theory and lab classes.

ARTICLE V: TECHNICAL DIRECTION

1. Performance of the work under this Agreement shall be subject to the direction of the Berkeley Adult School Administration.
2. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to CONTRACTORS, CONTRACTOR’S business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

ARTICLE VI: FINGERPRINTING AND TB CLEARANCE

Education Code 45125.1 and 49406 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 for a criminal records check and found not to have been convicted of a serious or violent felony. The “CONTRACTOR” shall certify in writing to BUSD that none of its employees who will have contact with students have been convicted of a serious or violent felony; and shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony. The “CONTRACTOR” must provide to the “BUSD” a list of names of its employees who will have any contact with students; a copy of this list of the “Contractor’s” employees shall be attached to this MOU. This requirement applies to any substitute, newly

Berkeley Unified School District MEMORANUM OF UNDERSTANDING

hired or reassigned employee of the "CONTRACTOR" during the term of this contract. If modifications are made to the list, the "CONTRACTOR" must submit an updated list to the "BUSD" prior to the employee beginning work at the school site.

ARTICLE VII: INSURANCE

- (1) If "CONTRACTORS" employs any person to perform work in connection with this Agreement, "CONTRACTORS" shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- (2) "CONTRACTORS" shall maintain General Liability Insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the "BUSD" and shall name the "BUSD" as an additional insured. Evidence of insurance is attached. Inclusion of the "BUSD" as an additional insured shall not affect the "BUSD" rights to any claim, demand, suit or judgment made, brought or recovered against the "CONTRACTOR". The policy shall protect the "CONTRACTOR" and the "BUSD" in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the insured would have been liable if one interest were named as an insured.
- (3) If "CONTRACTORS" is offering the "BUSD" professional advice under this Agreement, "CONTRACTOR" shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.
- (4) No coverage shall be deleted from the "CONTRACTOR'S" standard policy without notification of individual exclusions being attached for review and acceptance. Policy language or endorsements adding Berkeley Unified School District as an addition insured shall not include exclusions or exceptions which defeat the purpose of protecting Berkeley Unified School District from any liability for bodily injury or property damage arising out of the "CONTRACTOR'S" operations.

ARTICLE VIII: HOLD HARMLESS

"CONTRACTORS" agree to hold harmless, indemnify, and defend BUSD and its officers, agents and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. "CONTRACTORS" also agree to hold harmless, indemnify, and defend BUSD and its officers, agents, and employees from any and all claims or losses incurred by any supplier, "CONTRACTOR", or subcontractor furnishing work, services, or materials to "CONTRACTORS" in connection with the performance of this Agreement. This provision survives termination of this Agreement.

ARTICLE IX: COMPENSATION FOR SERVICES

Payments shall be made by the CONTRACTOR to the DISTRICT as follows:

- (1) For fees the CONTRACTOR receives, the CONTRACTOR will pay the Berkeley Adult School \$450 per student enrolled in the program.
- (2) The CONTRACTOR shall maintain accurate records of all fees collected in performance of this Agreement and shall make such records available to the "DISTRICT" upon request.

ARTICLE X: TERMINATION

This Agreement may be terminated without fault of either party with at least thirty (30) days written notice.

This agreement may be terminated by the DISTRICT no less than five (5) business days prior to the start of program if there is not a minimum enrollment of fifteen paid participants.

**Berkeley Unified School District
MEMORANUM OF UNDERSTANDING**

ARTICLE XI: PRIOR AGREEMENTS

This Contract represents the sole agreement between the “BUSD” and the “CONTRACTORS” with respect to the scope of services described herein. Any prior understanding or agreements, written or oral, between the “BUSD” and the “CONTRACTORS” are superseded by this Agreement.

ARTICLE XII: SEVERABILITY

The invalidity or unenforceability of any one or more of the provisions of this Contract 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 “CONTRACTORS”, the “BUSD” and “CONTRACTORS” agree to mediate such a dispute before a mutually agreed-upon mediator or a dispute resolution service. The “BUSD” and the “CONTRACTORS” agree that neither party will bring any lawsuit regarding this Agreement.

**Berkeley Unified School District
MEMORANUM OF UNDERSTANDING**

CONTRACTOR

CONTRACTOR

Contractor / Agency Name: Advanced Medical School of Nursing
Address: 10 Mountain View Avenue, Suite 1020
 Bay Point, CA 94565
Contractor's Contact Person: Dr. Ike Muonekwu
Title: Administrator
Telephone: (925) 458-4980 e-mail: info@4ADVMED.com

Signature: _____ **Date:** _____

BERKELEY UNIFIED SCHOOL DISTRICT

By Superintendent / Deputy: _____

Signature: _____ **Date:** _____

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Jim Slemm, Principal Berkeley High School
DATE: June 30, 2010
SUBJECT: Approval of Contract with Bay Area Coalition for Equitable Schools ("BayCES")

BACKGROUND INFORMATION

Berkeley High School (BHS) has utilized the services of BayCES for small school coaching services and consulting services for the past seven years. BayCES partners with schools that are committed to raising overall student achievement and closing achievement gaps. BayCES schools work toward this vision by developing equity centered professional learning communities, using data to guide decision-making and improvement in the classroom and in the larger school community, and by creating mutually supportive and accountable relationships between the school, central office and parent and community partners.

BayCES will provide BHS school 75 days of coaching, professional development and technical support services from July 1, 2010 through June 30, 2011. The cost for these services is \$112,500 at a rate of \$1,500 per day. The contract will also include registration for 6-8 participants at the Coaching for Equity Institute totaling \$7,200. The total cost for these services is \$119,700 and is broken down as follows:

Coaching for Equity Institute - Registration for 6-8 participants

June 23-25, 2010 or August 4-6, 2010

Contract will include registration for up to 8 BHS teachers/leaders to attend our summer 2010 Coaching for Equity Institute(s). Participants may choose to attend either the June or August Institute. Participants will gain:

Tools and research to plan, implement, assess, and continuously improve coaching practices and programs
Skills for leading change in challenging contexts, including social-emotional intelligence and building trust and relationships
Practice in effective facilitation and intervention techniques
Insights into biases in institutional policies and practices

Advisory Program Support -10 days coaching

BayCES will provide 10 days of technical support to principal, site leaders, and teachers around advisory program planning, curriculum, and implementation. Coaching support will include professional development for advisors, advisory data collection, and creation of a full advisory plan for Years 2-5.

Facilitative Leadership Support - 40 days coaching

BayCES will provide 40 days of facilitative leadership support to BHS Professional Development Team Leaders, which could include planning and facilitating full-day leadership retreats. Coaching will increase the skill, knowledge and capacity of Team Leaders to plan, lead, coach, and deepen the quality of the professional learning to accelerate student outcomes in their respective small school communities.

New School Coaching: Green Academy - 25 days coaching

BayCES will provide comprehensive coaching to site leaders and teachers at the Green Academy, Berkeley High School's newest small learning community launching in 2010. Coaching will include equity-centered professional learning community development; facilitative leadership support; and training in data-based inquiry.

POLICY/CODE

None

FISCAL IMPACT

To be paid from Smaller Learning Communities funds for a total amount of \$119,700.

STAFF RECOMMENDATION

Approve Contract with Bay Area Coalition for Equitable Schools ("BayCES") at Berkeley High School.