

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, January 20, 2010

Call to Order The Presiding Officer will call the Meeting to Order at 6:00 p.m., recess to Closed Session and reconvene in public Session by 7:30 p.m.

Roll Call

Members Present:

Karen Hemphill, President
Beatriz Leyva-Cutler, Vice President
Nancy Riddle, Director
John T. Selawsky Director/Clerk
Shirley Issel, Director
Valeria Gonzalez ** - Student 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_(excused absence)

Prior to Closed Session, as necessary, staff/employee comments are taken per Government Code Section 54957. Recess to Closed Session (Government Code Sections 3549, 1(d), 54956.9(a) and 54957) and Education Code Section 49819(c)

- a)Conference with Legal Counsel – Existing Litigation/Anticipated
- b)Consideration of Student Expulsions
0910-14-081797
0809-45-100496
- c) Collective Bargaining
- d)Public Employee Discipline/Dismissal /Release/Evaluation
Classified Employee
- e)Public Employment /Appointment
- f)Liability Claims
- g)Property Acquisition & Disposal
- h) Superintendent's Evaluation

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

** The Student Director does not attend Closed Session

Educational Services

3.1-C Approval of Overnight Field Trip and Out of State Travel	<u>Staff Recommendation:</u> Approve overnight field trip and out of state travel consistent with District policies	20
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Business Services

4.1-C Approval of Contracts and Purchase Orders	<u>Staff Recommendation:</u> Approve contracts and purchase orders	21
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4.2-C Acceptance of Gifts and Donations	<u>Staff Recommendation:</u> Accept the donations/gifts to the District and request staff to extend letter of appreciation	22
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4.3-C Approval of Contracts with Bay Area Community Resources	<u>Staff Recommendation:</u> Approve contracts with Bay Area Community Resources for various school sites	23
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4.4-C Approval of Contract Extension with American Logistics	<u>Staff Recommendation:</u> Approve contract extension with American Logistics for Special Education student transportation	41
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Facilities

5.1-C Approval of an Increase of the Contract with One Source Engineering for Boiler Repair and Maintenance Services	<u>Staff Recommendation:</u> Approve an increase of the contract with One Source Engineering for Boiler Repair and Maintenance Services	49
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ACTION ITEMS

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

Educational Services

3.1-A New Course at BHS: Expository Reading and Writing Course	<u>Staff Recommendation:</u> Approve new Expository Reading and Writing course at Berkeley High School (separate cover)	50
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3.2-A Consolidated Application for Categorical Programs	<u>Staff Recommendation:</u> Approve the Consolidated Application for Categorical Programs	53
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Facilities

5.1-A Approve grant for Rosa Parks School with the PGE Solar Schools Program	<u>Staff Recommendation:</u> Approve grant for Rosa Parks with the PGE Solar Schools Program	55
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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

3.1-I Williams Case Settlement Quarterly Report	<u>Staff Recommendation:</u> Accept Williams Case Settlement Quarterly Report for information	58
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3.2-I Data Presentation on BHS Attendance, Discipline and GPA	<u>Staff Recommendation:</u> Accept data presentation on BHS attendance, discipline and GPA for information	59
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3.3-I Free and Reduced Lunch Report for 2009-10 School Year	<u>Staff Recommendation:</u> Accept as information the Free and Reduced Lunch Report for 2009-10 School Year	60
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Business Services

4.1-I Governor's budget update	<u>Staff Recommendation:</u> Receive and accept the information on the Governor's budget	62
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ADDITIONAL ACTION ITEM

Approve Minutes of December 16, 2009
Approve Minutes of January 13, 2010

EXTENDED PUBLIC TESTIMONY

ADJOURNMENT

UPCOMING BOARD MEETINGS

February 3 February 24 March 10 March 24 April 14 April 28 May 12 May 26 June 9	June 23 June 30 -tentative August 18 September 15 September 22 October 13 October 27 November 10 December 8
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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: William Huyett, Superintendent
FROM: Lisa van Thillo, Ed.D. Assistant Superintendent, Human Resources
DATE: January 20, 2010
SUBJECT: APPROVAL OF HUMAN RESOURCES REPORT 10-02
 Following is Human Resources Report 10-02 which reports details of personnel assignments, employment, and terminations.

CERTIFICATED EMPLOYEES						
NAME	POSITION	LOCATION	BUDGET	FTE & SALARY	FROM	TO
<u>RESIGNATION</u>						
Mary J. Guinn	Teacher	BHS	General Fund	1.00 FTE	1/22/10	
<u>LEAVE OF ABSENCE WITH PAY</u>						
Laura West	Teacher	Cragmont	General Fund	0.50 FTE	1/11/10	2/23/10
<u>TEMPORARY TEACHER</u>						
Paula Eidson	Teacher	King	General Fund	1.00/IV-01	8/31/09	12/18/09
Andrew Peritore	Teacher	BHS	General Fund	1.00/II-02	9/15/09	1/22/10
<u>CHILD REARING LEAVE WITH PAY</u>						
Rebecca Cheung	Director of Eval & Research	Admin	General Fund	1.00	12/19/09	6/30/10
Pooja Govil	Teacher	Arts Magnet	General Fund	1.00	3/2/10	6/18/10
Laura Jewett	Teacher	BHS	General Fund	1.00	3/19/10	6/1/10
Shawna Suzuki	Teacher	Emerson	General Fund	1.00	1/4/10	5/14/10
<u>EXTRA DUTY – STIPENDS (BPAR)</u>						
Cathy Campbell	Union Rep.	District	General Fund	NTE \$2,410.00	8/13/09	6/18/10
Matthew Lipner	Teacher	District	General Fund	NTE \$ 1,534.00	8/31/09	6/18/10
Dana Moran	Teacher	District	General Fund	NTE \$1,534.00	8/31/09	6/18/10

CERTIFICATED EMPLOYEES

NAME	POSITION	LOCATION	BUDGET	FTE & SALARY	FROM	TO
Carole Ono	BTSA/PAR TSA	District	General Fund	NTE \$3,641.00	8/31/09	6/18/10
Alma Owens	Teacher	District	General Fund	NTE \$1,534.00	8/31/09	6/18/10
<u>EXTRA DUTY – STIPENDS (BTSA)</u>						
Lucy Ames	Teacher	District	General Fund	NTE \$800.00	8/31/09	6/18/10
Nakia Baird	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Anita Bell	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Joy Chua	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Amy Crawford	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Rita Davies	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Roald De Jean	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Kathy Freeburg	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Elizabeth Fuentes	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Mary Ann Furuichi	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Meres-Sia Gabriel	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Valerie Gutwirth	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Carolyn Janson	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Leah Katz	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Susan Katz	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10

CERTIFICATED EMPLOYEES

NAME	POSITION	LOCATION	BUDGET	FTE & SALARY	FROM	TO
Evelyn Kavalier	Teacher	District	General Fund	NTE \$4,800.00	8/31/09	6/18/10
Sean Keller	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Kristin Lono	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Frank Martin	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Carol Olsen	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Heather Olson	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Carole Ono	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Nick Pleskac	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Charles Pratt	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Kathleen Richerson	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Carl Rogers	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Miriam Stahl	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Marcie Thomas	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Julie Venuto	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Benette Williams	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Glenn Wolkenfeld	Teacher	District	General Fund	NTE \$1,600.00	8/31/09	6/18/10
Suzanne Wright	Teacher	District	General Fund	NTE \$2,400.00	8/31/09	6/18/10

Jared Baird	Teacher	District	General Fund	NTE \$3,200.00	8/31/09	6/18/10
Matt Carton	Teacher	District	General Fund	NTE \$3,200.00	8/31/09	6/18/10
Jan Davis	Teacher	District	General Fund	NTE \$3,200.00	8/31/09	6/18/10
Signe Harnett	Teacher	District	General Fund	NTE \$3,200.00	8/31/09	6/18/10
Matt Meyer	Teacher	District	General Fund	NTE \$3,200.00	8/31/09	6/18/10
Dana Moran	Teacher	District	General Fund	NTE \$3,200.00	8/31/09	6/18/10
Wyn Skeels	Teacher	District	General Fund	NTE \$3,200.00	8/31/09	6/18/10
Karen Wells	Teacher	District	General Fund	NTE \$3,200.00	8/31/09	6/18/10

CLASSIFIED EMPLOYEES

NAME	POSITION	LOCATION	BUDGET	CLASS RANGE STEP	FTE & SALARY	FROM	TO
<u>INTEGRATE SICK LEAVE WITH STATE DISABILITY</u>							
Monica Mc Clinton	Accounting Tech.	Accounting	General Fund	43/5	1.0 FTE \$23.22 hr	12//09	1/21/10
<u>EXTENDED SICK LEAVE WITH 50% PAY (FMLA)</u>							
Linh Ling	Food Service Assistant	Berkeley High	Child Nutrition	26/5	.73 FTE \$15.06 hr	1/4/10	1/25/10
Sam Scott, Jr.	Maintenance Tech.	Maintenance	Maintenance	45/5	1.0 FTE \$24.10 hr	12/14/09	2/26/10
<u>LEAVE OF ABSENCE WITHOUT PAY</u>							
Charles James, III	School Bus Driver	Transportation	Transportation	42/2	.80 FTE \$19.27 hr	8/31/09	6/18/10
<u>PERMANENT</u>							
Jeanette Kjobmand	Instructional Specialist (Garden)	Emerson	Calif. Nut. Network	51/4	+ .10 FTE \$28.27 hr	12/1/09	
<u>PROBATIONARY</u>							
Michelle Clachar	Instructional Assistant (ECE)	King CDC	Calif. State Pre School	29/1	+ .53 FTE \$13.48 hr	12/14/09	2/15/10
Steven Saunders	School Safety Officer	Berkeley High	General Fund	44/1	1.0 FTE \$19.27 hr	1/4/10	9/13/10
Teresa Saunders	Instructional Assistant (ECE)	King CDC	Child Care	29/1	.47 FTE \$13.48 hr	12/14/09	6/13/10
<u>PROVISIONAL</u>							
Leticia Amezcua	Parent Liaison	Berkeley High	EIA	45/1	.53 FTE \$20.00 hr	12/15/09	3/14/10
Andrea Berry	Food Service Sat. Operator	John Muir	Child Nutrition	31/5	.06 FTE \$17.03 hr	1/4/10	6/18/10
Barbara Judd	Instructional Specialist (Music)	Jefferson/ Washington	BSEP	51/1	.04 FTE \$23.22 hr	1/11/10	4/10/10
Yvette Whiten	Instructional Tech. (After School)	Longfellow	LRN SAFE	34/3	.03 FTE \$16.82 hr	1/4/10	4/3/10
<u>AVAILABLE SUBSTITUTES</u>							
Blake Crowley	Instructional Tech. (After School)	All District	General Fund	34/1	NTE 7.5 hrs/day \$15.24 hr	12/2/09	6/18/10
La Shante Evans	School Safety Officer	All District	General Fund	44/1	NTE 7.5 hrs/day 19.27 hr	12/1/09	6/18/10

CLASSIFIED EMPLOYEES

NAME	POSITION	LOCATION	BUDGET	CLASS RANGE STEP	FTE & SALARY	FROM	TO
La Shante Evans	Instructional Assistant (Special Education)	All District	General Fund	31/1	NTE 7.5 hrs/day \$14.15 hr	12/1/09	6/18/10
Renell Finley	Food Service Satellite Operator	All District	Child Nutrition	31/1	NTE 7.5 hrs/day \$13.97 hr	10/14/09	6/18/10
Adaji Foster	Instructional Assistant (Special Education)	All District	General Fund	31/1	NTE 7.5 hrs/day \$14.15 hr	12/4/09	6/18/10
Jazminn Gabriel	Instructional Assistant (Special Education)	All District	General Fund	31/1	NTE 7.5 hrs/day \$14.15 hr	12/1/09	6/18/10
Liz O'Connell-Gates	Program Assistant	All District	General Fund	50/1	NTE 7.5 hrs/day \$22.64 hr	11/16/09	6/18/10
Liz O'Connell-Gates	Clerical Specialist	All District	General Fund	42/1	NTE 7.5 hrs/day \$18.57 hr	11/16/09	6/18/10
Alex Perez	Food Service Assistant	All District	General Fund	26/1	NTE 7.5 hrs/day \$12.36 hr	1/8/09	6/18/10
Noland Satterfield	Custodian I	All District	General Fund	32/1	NTE 7.5 hrs/day \$14.35 hr	12/4/19	6/18/10
<u>TEMPORARY/HOURLY/LIMITED TERM</u>							
Blanca Alvarador-Valencia	Tutor	Berkeley High	BSEP	N/A	20 hrs/wk \$12.54 hr	12/1/09	6/18/10
Rochelle Arucan	Tutor	Jefferson	EIALEP	N/A	10 hrs/wk \$12.54 hr	12/3/09	6/18/10
Kevin Blackmon-Esclovon, Jr.	Tutor	Oxford	After School	N/A	15 hrs/wk \$12.54 hr	10/20/09	6/18/10
Sam Boal	Noon Director	Arts Magnet	General Fund	N/A	7.5 hrs/day \$12.54 hr	12/2/09	6/18/10
Clarence Daniels	Student Worker (Workability)	Berkeley High	Workability I	N/A	10 hrs/wk \$8.00 hr	10/1/09	5/31/10
Patricia Desierto	Instructional Tech. (After School)	CNN	Calif. Nut. Network	34/1	125 total hrs \$15.24 hr	11/16/09	6/18/10

CLASSIFIED EMPLOYEES

NAME	POSITION	LOCATION	BUDGET	CLASS RANGE STEP	FTE & SALARY	FROM	TO
Tameka Evans	Instructional Assistant	Thousand Oaks	Title I	29/1	30 total hrs \$13.48 hr	10/26/09	6/18/10
David Ford	Student Worker (Workability)	Berkeley High	Workability I	N/A	10 hrs/wk \$8.00 hr	10/19/09	5/31/10
Terrika Franklin	Student Worker	Le Conte	21 st Century	N/A	15 hrs/wk \$8.00 hr	11/16/09	6/18/10
Windy Galloway	Instructional Tech. (After School)	Washington	Title I	34/5	10 total hrs \$18.57 hr	9/2/09	6/18/10
Farhad Gharman	Student Worker	Adult School	ENGLITCI	N/A	20 hrs/wk \$8.00 hr	11/2/09	6/30/10
Nicolas Grieco	Student Worker	Berkeley High	Workability I	N/A	10 hrs/wk \$8.00 hr	10/5/09	5/31/10
Johnine Hansen	Instructional Specialist (Vocal/Music)	Rosa Parks	BSEP	51/1	10 hrs/wk \$23.22 hr	9/30/09	12/30/09
Marco Hayden-Jones	Student Worker	Oxford	After School	N/A	15 hrs/wk \$8.00 hr	9/8/09	6/18/10
Nadfia Hayes-Zarsky	Student Worker (Workability)	Berkeley High	Workability I	N/A	10 hrs/wk \$8.00 hr	10/1/09	5/31/10
Evelyn Hernandez	Instructional Tech. (After School)	Washington	Title I	34/2	10 hrs/wk \$16.01 hr	9/2/09	6/18/10
Nicholas Hodder-Hastorf	Noon Director	Jefferson	ARRA Stb	N/A	10 hrs/wk \$12.54 hr	11/19/09	6/18/10
Darrell Hunter	Noon Director	John Muir	General Fund	N/A	10 hrs/wk \$12.54 hr	11/2/09	6/18/10
Joshua Ilyas	Noon Director	King	BSEP	N/A	10 hrs/wk \$12.54 hr	11/2/09	6/18/10
Elizabeth James	Clerical Specialist	Evaluation & Assessment	General Fund	50/1	116.25 hrs \$22.64 hr	11/2/09	12/18/09
Michael Jenkins	Student Worker (Workability)	Berkeley High	Workability I	N/A	10 hrs/wk \$8.00 hr	11/1/09	5/31/10
Deondra Johnson-Reid	Student Worker (Workability)	Berkeley High	Workability I	N/A	10 hrs/wk \$8.00 hr	11/1/09	5/31/10
Aaron Kiflai	Student Worker (Workability)	Berkeley High	Workability I	N/A	10 hrs/wk \$8.00 hr	9/2/09	5/31/10

CLASSIFIED EMPLOYEES

NAME	POSITION	LOCATION	BUDGET	CLASS RANGE STEP	FTE & SALARY	FROM	TO
Rayquel Lankford	Student Worker (Workability)	Berkeley High	Workability I	N/A	10 hrs/wk \$8.00 hr	10/15/09	5/31/10
Daniel Lindberg Van Batenburg	Student Worker (Workability)	Berkeley High	Workability I	N/A	10 hrs/wk \$8.00 hr	11/1/09	5/31/10
LaWayne Long	Student Worker (Workability)	Berkeley High	Workability I	N/A	10 hrs/wk \$8.00 hr	11/1/09	5/31/10
Priscilla Munoz	Clerical Assistant	Admissions	General Fund	30/1	3 total hrs \$13.80 hr	12/5/09	12/5/09
Emily Nathan	Ext. Day Program Supervisor	LEARNS	21 st Century	69/2	6 hrs/wk \$35.98 hr	9/1/09	6/30/10
Heather O'Brien	Tutor	Oxford	EIALEP	N/A	10 hrs/wk \$12.54 hr	11/23/09	6/18/10
Christopher Onu	Student Worker (Workability)	Berkeley High	Workability I	N/A	10 hrs/wk \$8.00 hr	10/1/09	5/31/10
Kameron Parks	Student Worker (Workability)	Berkeley High	Workability I	N/A	10 hrs/wk \$8.00 hr	10/1/09	5/31/10
Theodore Pete	Noon Director	Cragmont	ARRA Stb	N/A	266 total hrs \$12.54 hr	11/10/09	6/18/10
Sarah Raushin	Instructional Assistant	Thousand Oaks	Title I	29/1	30 total hrs \$13.48 hr	10/26/09	6/18/10
Sally Reed	Merit System Proctor	Human Resources	General Fund	N/A	100 total hrs \$13.49 hr	10/21/09	6/30/10
Sally Reed	Clerical Assistant III	Berkeley High	LIB TECH	36/1	30 hrs/wk \$16.01 hr	12/14/09	6/18/10
Ester Rojas Soto	Translator	CNN	Calif. Nut. Network	56/1	75 total hrs \$26.25 hr	12/1/09	6/18/10
Todd Shipley	Instructional Tech. (After School)	Washington	Title I	34/5	10 total hrs \$18.57 hr	9/2/09	6/18/10
Leon Small	Student Worker (Workability)	Berkeley High	Workability I	N/A	10 hrs/wk \$8.00 hr	10/1/09	5/31/10
Tara Spears	Instructional Tech. (After School)	Washington	Title I	34/2	10 total hrs \$16.01 hr	9/2/09	6/18/10
Rasheeda Staples	Instructional Tech. (After School)	Washington	Title I	34/2	10 total hrs \$16.01 hr	9/2/09	6/18/10

CLASSIFIED EMPLOYEES

NAME	POSITION	LOCATION	BUDGET	CLASS RANGE STEP	FTE & SALARY	FROM	TO
Oliver Suttice	Instructional Tech. (After School)	Malcolm X	Donations	34/5	54 total hrs \$18.57 hr	10/1/09	6/18/10
Nathan Tong	Tutor	Rosa Parks	BSEP	N/A	10 hrs/wk \$12.54 hr	9/2/09	6/18/10
Nathan Tong	Instructional Assistant	Rosa Parks	BSEP	29/1	45 total hrs \$13.48 hr	9/2/09	6/18/10
Lisa Warhuus	Manager School Linked Services	Central Office	Measure A Parent Outreach	72/4	50 total hrs \$42.62 hr	10/1/09	12/31/09
Adoria Williams	Tutor	Jefferson	BSEP	N/A	3 hrs/wk \$12.54 hr	9/1/109	6/18/10
Belinda Williams	Instructional Tech (After School)	Washington	Title I	34/1	10 total hrs \$15.24 hr	9/2/09	6/18/10
Nicole Williams	Instructional Tech (After School)	Washington	Title I	34/1	10 total hrs \$15.24 hr	9/2/09	6/18/10
<u>STIPENDS</u>							
John Cazden	Coach (Boys Soccer)	King	After School	N/A	\$600.00	10/28/09	12/18/09
Trung Du	Coach (Girls Basketball)	King	After School	N/A	\$600.00	11/3/09	12/8/09
Kiyana Grimes	Coach (Girls Basketball)	Willard	BSEP	N/A	\$600.00	11/1/09	6/18/10
Joshua Ilyas	Coach (Football)	Willard	BSEP	N/A	\$600.00	9/1/09	10/30/09
Bradley Johnson	Assistant Coach (Cross Country)	Berkeley High	General Fund	N/A	\$1129.60	9/1/09	11/15/09
John Leaks, Jr.	Coach (Girls Basketball)	King	After School	N/A	\$600.00	10/26/09	1/21/10
Juliana Riley	Coach (J.V. Soccer)	King	After School	N/A	\$600.00	10/28/09	12/18/09
Javon Stephens	Coach (Football)	Le Conte	21 st Century	N/A	\$600.00	9/1/09	12/18/09
Travon Stephens	Coach (Football)	Le Conte	21 st Century	N/A	\$600.00	9/1/09	12/18/09
Cameron Toler	Coach (Football)	King	21 st Century	N/A	\$600.00	10/1/09	11/14/09



Touro University California
College of Education
1310 Johnson Lane
Mare Island
Vallejo, CA 94592
(707) 638-5971

**Agreement on Clinical Experiences in Schools
Student Teaching and Teacher Internships
Between
Berkeley Unified School District
And
Touro University – California College of Education**

This agreement is entered into by Touro University – California’s College of Education (University) and the Berkeley Unified School District (District) for the purpose of specifying the terms under which students of the University will be placed in District schools for clinical field experiences. The agreement covers two separate classifications of University students: a) students who are classified as student teachers and are not employees of the district, and b) students who are hired by the District as the teacher of record and are authorized in the position by the University Intern Credential issued by the California Commission on Teacher Credentialing (CCTC) upon recommendation of the University.

Student Teachers

The District agrees to:

1. Provide University students practice teaching experience in schools and programs operated by the District, under the direct supervision of employees of the District (Supervising Teachers). Practice teaching experience requires student teachers to participate in all the duties and functions of the regular classroom teacher, including but not limited to classroom instruction and assessment, supervision of students, department and faculty meetings, and professional development activities.
2. Allow students of the University to observe and participate in District classrooms prior to assumption of practice teaching.
3. Allow students of the University to complete the Teaching Performance Assessment (TPA) tasks during practice teaching, as required by the California Commission on Teacher Credentialing, and/or other assessment tasks required for their credential.
4. Identify Supervising Teachers who hold valid credentials issued by the CCTC for the grade level/content area in which they teach and who meet the standards of good teaching as established by the District.

5. Determine, by mutual agreement with the University and in accordance with the requirements of the CCTC, the length and placement of the practice teaching assignment for individual student teachers. Most practice teaching assignments will be for a term of four to nine weeks. Student teachers typically complete two assignments.
6. Consider student teachers as students and not as employees of the district; as such, they are not covered by Workers Compensation. Student teachers shall not replace district staff; however, in the course of completing a practice teaching assignment, student teachers may independently teach class(es).

The University agrees to:

1. Assess student readiness for practice teaching and request practice teaching assignments only for those students who meet University and state requirements, including passage of CBEST, subject matter competency and character clearance.
2. Provide supervision and monitoring of student teachers during practice teaching by University Supervisors.
3. Provide program information and orientation to Supervising Teachers selected by the District.
4. Provide an honorarium and/or continuing education credit for Supervising Teachers.
5. Determine, by mutual agreement with the University and in accordance with the requirements of the CCTC, the length and placement of the practice teaching assignment for individual student teachers. Most practice teaching assignments will be for a term of four to nine weeks. Student teachers typically complete two assignments.
6. Provide a forum for discussing needs of the District and identifying University responses to those needs by inviting a District representative to the Dean's Advisory Council.

Intern Teachers

The District agrees to:

1. Assign the Intern in accordance with the subject area authorized by the Intern credential issued by the CCTC.
2. Assign the Intern to all duties, including teaching/case load, in the same manner as other contracted teachers at the grade level/subject area. The Intern receives salary and benefits based on the District's current agreements with the authorized collective bargaining agent of certificated employees.
3. Identify and assign a Support Provider/Coach to the Intern to provide on-site guidance, support, and feedback to the Intern. Whenever possible, Intern Support Providers/Coaches will currently be teaching in the department/grade level or have recent experience teaching in the department/grade level of the Interns. Intern Support Providers/Coaches will hold valid credentials issued by the CCTC for the grade level/subject area in which they teach and meet the standards of good teaching as established by the District.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Lisa van Thillo, Assistant Superintendent, Human Resources
DATE: January 20, 2010
SUBJECT: Memorandum of Understanding with Touro University California
College of Education

BACKGROUND INFORMATION

Touro University provides the District with student teachers and intern teachers for clinical field experiences. The agreement covers two separate classifications of University students: a) students who are classified as student teachers and are not employees of the district, and b) students who are hired by the District as the teacher of record and are authorized in the position by the University Intern Credential issued by the California Commission on Teacher Credentialing (CCTC) upon recommendation of the University.

The term of this agreement is for a period of three years, commencing August 26, 2009 through August 25, 2012. Either party may terminate this agreement in writing with sixty (60) days notice to the other party.

POLICY/CODE

Not Applicable

FISCAL IMPACT

None. There are no costs to the District for the services provided.

STAFF RECOMMENDATION

Approve the Memorandum of Understanding

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: January 20, 2010
SUBJECT: Overnight Field Trip and Travel Requests

BACKGROUND INFORMATION

The following out of state travel request is being made:

2010 Teacher Leader Institute, Columbus, Ohio, February 5 – 8, 2010
Approve participation for Literacy Coach Tom Prince to attend this two-day Institute offered through the Reading Recovery Council of North America. The Reading Recovery Institute is intended to develop participants' expertise in gathering, analyzing and using data to improve teaching and learning. Air travel, ground transportation, lodging and meals for this trip will be paid using a grant from BPEF. The registration fee of \$405 will be paid for with Educational Services funds.

The following overnight field trip request is being made:

Angel Island, California, May 13 - 14, 2010
Approve participation of twenty-seven (27) fourth grade students, one (1) teacher and nine (9) other adults from Washington Elementary on a two-day, one-night field trip to Angel Island. The group will depart Washington Elementary on Thursday, May 13 at 9:15 a.m., and return Friday, May 14 at 3:00 p.m. Students will participate in community service activities on the island. They will also visit the immigration station and learn its link to the history of Asian American migration which is part of the fourth grade history curriculum. Students will camp and sleep in gender specific areas. Transportation will be provided by BUSD, Dryers Community Bus and Tiburon Ferry. The trip is being funded through a BPEF Grant and parent donations. No student will be denied access based on inability to pay. Requested by Rita Kimball, Washington Principal.

POLICY/CODE

Education Code, Section 35330 - Excursions and Field Trips
Board policy 6153 – School Sponsored Trips

FISCAL IMPACT

As indicated above.

STAFF RECOMMENDATION

Approve the overnight field trip and out of state travel consistent with the District Policies and instructional programs.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent
DATE: January 20, 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 Sports 4 Kids to provide a sports program for school and after-school activities at John Muir Elementary for the 2010 SY. The cost will not exceed \$23,500. To be paid from PTA Donation. Requested by Javier Mendieta.
- 2 M3 for Boys to provide tutorial service for King Middle School students for the 2010 SY. The cost will not exceed \$15,000. To be paid from BSEP Fund 4. Requested by Jason Lustig.
- 3 Corey Cohen to provide positive behavior support services for the Student Services Department for the period 11/16/09 to 3/1/10. The cost will not exceed \$10,000. To be paid from School Safety and Violence Prevention Budget. Requested by Felton Owens.
- 4 Increase in contract amount, PO 101333, to Office Team to provide additional temporary assistance to the Business Services Department for completion of the CALPADS data submission for the State. The original purchase order in the amount of \$6,743 was issued on December 7, 2009. The additional amount requested is \$4,640 for a total amount of \$11,383. To be paid from the 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: Javetta Cleveland, Deputy Superintendent
DATE: January 20, 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 donation has been presented to the District:

1. David Green donated 11 boxes of three-inch binders (new and used), 2 three shelves bookcases, 1 large file cabinet for a total estimated value of \$1,250 to Martin Luther King Middle School.

BOARD POLICY

BP 3290

FISCAL IMPACT

The District received a total of \$1,250 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 for Educational Services
DATE: January 20, 2010
SUBJECT: Authorization of Contracts with Bay Area Community Resources

BACKGROUND INFORMATION

Bay Area Community Resources (BACR) is the umbrella organization for the Bay Area Youth Agency Consortium, which provides a broad variety of support to local public and non-profit agencies. In one capacity BACR recruits, trains, and places Americorps and VISTA workers, often called volunteers as their salaries are very low. Two Berkeley schools, Willard and LeConte, have had a long-standing relationship with BACR, using Americorps and VISTA workers in the Willard Greening Project, the Willard Youth Support Program, and the LeConte Farm and Garden Program. The relationship is mutually beneficial: while the volunteers who are placed at our schools gain valuable work experience and develop new skills, BUSD students are mentored by inspiring role models.

The work done by the Americorps and VISTA workers ranges from hands-on labor in our gardens, to tutoring, and providing academic and mentoring support to students. Often these tasks are interwoven. The School Governance Councils (SGCs) at Willard and LeConte continue to be impressed with the dedication and value of these volunteers, and have voted again this year to include this program in their annual Single Plans for Student Achievement.

BACR also deploys Licensed Clinical Social Workers (LCSWs) to provide individualized mental health services to meet clinically assessed acute social-emotional-behavioral needs of high-risk children and their families. Addressing these needs is crucial to the academic success of students, and so the Cragmont and Jefferson SGCs have made this support a priority in their Site Plans this year.

Staff is recommending approval of five contracts with BACR: \$26,000 for the Willard Greening Project, \$20,000 for Willard's Youth Support Program, \$13,000 for LeConte's Farm and Garden Program, \$16,000 for LCSW mental health services at Cragmont, and \$9,000 for LCSW mental health services at Jefferson.

POLICY/CODE

Board Policy 3310
Public Contract Code 20111

FISCAL IMPACT

A total of \$84,000 from site-based categorical and discretionary funds: \$60,000 from BSEP Site Discretionary Funds, \$8,000 from Title I, \$4,000 from Title I ARRA, \$4,000 from EIA-SCE, and \$8,000 from the Cragmont PTA.

STAFF RECOMMENDATION

Approve the contracts with Bay Area Community Resources.



INDEPENDENT CONTRACTOR AGREEMENT FOR THE PROVISION OF TRANSPORTATION SERVICES

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is entered into as of August 31, 2009 between American Logistics Company, LLC Inc. (“Contractor”) and Berkeley Unified School District (the “District”), with the following facts:

- A. Certain special education student(s) of the District require transportation to and from school and/or other transportation services as requested by the District.
- B. The District will reimburse the Contractor for the provision of such services, in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contractor Services

Contractor agrees to transport student(s) to and from school and/or other transportation services as requested by the District each school day to follow school calendar, **(provided by the district)**:

The Contractor agrees to use reasonable efforts to coordinate transportation of the student(s), including the pickup and drop off times and locations during each school day to ensure that the student will arrive to school and home on time. The Contractor’s services provided pursuant to this Agreement are sometimes referred to herein as the “Services.”

2. Term

The term of this agreement shall commence on January 1, 2010 and shall terminate on December 31, 2010.

3. Fees for Service

The Contractor shall be paid the agreed sum of said contract based on fees outlined on Attachment 1, as an example (quote for specific routes found on

Attachment 2). The Contractor shall bill the District for the provision of the Services on a monthly basis and shall be paid therefore within thirty (30) days after the District's receipt of the Contractor's invoice for the provision of the Services for the relevant month.

3. A. Fuel Escalator

Fuel shall be paid for and provided by Contractor. Should the cost of fuel exceed \$4.00 per gallon (regular grade), the Contractor's fee per mile shall be increased by calculating 30% of the price of gasoline that exceeds \$4.00 and adding it to the base price / mile. The same adjustment shall be made for decreasing fuel prices; but will not result in a price per mile below \$2.50. The gasoline price index is found under the category of "U.S. Retail Gasoline Prices, Regular Grade":

http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html. This site is maintained by the Energy Information Administration, the official energy statistics of the United States, Department of Energy. Contractor shall use the average of the West Coast to include CA. Contractor will use the most recent three (3) weeks to determine the per gallon cost of fuel. Should the price of regular grade gasoline exceed \$4.00 per gallon three weeks in a row, then the fuel escalation will take effect. On the 15th of every month, Contractor will notify the District of any changes to the base mileage rate (applied to the next month's bill).

4. Vehicles

The Contractor agrees to supply, at its sole cost and expense, such vehicles, (the "Vehicles") as may be necessary to lawfully perform the Services. All such Vehicles shall fully comply with all applicable laws and regulations. The Contractor shall be solely responsible for all vehicles used in transporting students.

5. Contractors Personnel

The Contractor shall, at its sole cost and expense, provide and manage such qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by the Contractor to perform the Services. The Contractor expressly represents and warrants to the District that its personnel, including independent contractor drivers, are trained, tested and properly licensed to perform the Services.

6. Contractors Insurance

The Contractor shall at its sole cost and expense, obtain and maintain in full force and effect during the term of this agreement, general liability and automobile (common carrier) insurance issued by the insurance companies licensed to do business with minimum limits of Five Million Dollars (\$5,000,000), Combined Single Limit. The District shall be named as an additionally insured of the policy or policies and shall be furnished with a

certificate of insurance (COI) requiring notice to District of at least thirty (30) days prior to cancellation of any such policy or policies.

7. Fingerprint Clearance

The Contractor shall require each employee or independent contractor drivers in a position requiring contact with students to be fingerprinted and cleared by the state Department of Justice (DOJ) and Federal Bureau of Investigations (FBI) verifying that none of its employees and independent contractor drivers has been convicted of or pleaded nolo contendere to a felony or any sex offense.

8. Health and Safety (Tuberculosis Testing)

The Contractor shall require that all independent contractor drivers and other individuals who may come in contact with student(s) provide verification of having been tested for tuberculosis (TB) and cleared to work with students, as evidenced by a state licensed medical doctor's signature. The Contractor shall keep a copy of said information in the independent contractor drivers or employee file.

9. Drug and Alcohol Testing

The Contractor shall require that all employees and independent contractor drivers and other individuals who may come in contact with student(s) shall be subjected to pre-employment, just cause and on-going random drug and alcohol testing in accordance with the requirements of federal law. Contractor agrees to immediately dismiss any employee and independent contractor drivers who tested positive for drugs or alcohol.

10. Assignment of Contractor's Rights

The Contractor shall have no right to assign its rights or obligations under this Agreement, it being understood that this is a personal services contract.

11. Indemnity of the District

The Contractor hereby agrees to indemnify, defend and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by the District or Contractor, or both, or either of, any student(s), in connection with the provision of the Services, however caused, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of the Contractor, or the student(s), or either of them, in connection with the provisions of the Services, whether or not said injury or damage occurs on or off District property.

12. Indemnity of the Contractor

In providing the Services, the Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. The Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. The Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, defend and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

13. Notices

All other notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

To District: Javetta Cleveland
Deputy Superintendent
Berkeley Unified School District
Berkeley, CA 94704-1180
Ph (510) 644-8599

To Contractor: Craig Puckett, President
American Logistics Company, LLC
520 W Dyer Road, Santa Ana, CA 92707
Ph (866) 999-3371 Fax (714) 891-2502

Notice of change of address shall be given by written notice in the manner detailed in this paragraph 13.

14. Entire Agreement

This Agreement and the attached proposal constitute the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

15. Waivers

The waiver by either party of a breach or violation of any provisions of this agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

16. Attorney Fees

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

17. Severability

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall be affected.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this date

_____, 20__.

DISTRICT

By: Javetta Cleveland

Its: Deputy Superintendent

Signed: _____

CONTRACTOR

By: Craig Puckett

Its: President

Signed: _____

ATTACHMENT 1 - Fees for Service, an example

1. Contractor shall be paid per **one-way** route in accordance with the following pricing formula:

- a. \$35.00 Trip fee*; plus
- b. \$2.50 per mile,
- c. NO minimum trip fee; plus
- d. \$20.00 per wheelchair (if needed); plus
- e. \$0.00 per car seat (if needed), plus
- f. \$0.00 per student for management & redundancy
- g. A 2% fee will be charged for \$5MM of insurance

* A trip could be one student or up to 7 students in a vehicle

Example: 5 students, 1 in a car seat, going to school, 13 miles

1. Trip fee (1 X \$ 35.00)	= \$	35.00
2. Mileage (13 X \$ 2.50)	= \$	32.50
3. Wheelchair (0 X \$ 25.00)	= \$	0.00
4. Car Seats or Safety Restraint (1 X \$ 0.00)	= \$	0.00
5. Management & Redundancy	= \$	0.00
Route Cost (one-way)	= \$	67.50
Roundtrip x 2	= \$	135.00
Insurance Fee (2%)	= \$	137.70
Cost per student per day	= \$	27.54

Mileage charges are based on actual miles as determined by MapQuest®. The mileage is based on the route from the pickup farthest away from the destination to the next pick up and so on. The Contractor shall be responsible for plotting the routes collectively, and individually using Contractor's proprietary School Dispatch Software. The routes shall be plotted in the most efficient sequence using the MapQuest's fastest route directions to determine miles for each leg of the trip. Each leg of the trip shall be rounded up to the nearest quarter mile. All trip legs shall be totaled and rounded up to the nearest whole mile for the purpose of determining the mileage for each trip.

Under no circumstances will the District be required to pay for mileage to a pick up or destination other than those authorized by the District.

2. Invoicing

See Attachment 2 for a sample invoice. The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. ALC requires 24 hour notice to remove a student from the route.

The district may access a detailed copy of each route including the mileage for each leg of the trip from the Contractor's website.

3. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to the contractor at that time.

Routes will be optimized from time to time as deemed necessary by the Contractor or requested by the District. Routes will not be optimized more than once in a month.

If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

ATTACHMENT 2 – Quote

Attached via email