

**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, August 20, 2008**

Call to Order            The Presiding Officer will call the Meeting to Order at  
**6:00 pm**, recess to Closed Session at **6:05 p.m.** and  
reconvene in Public Session by **7:30 p.m.**

Roll Call

Members Present:

John T. Selawsky, President  
Nancy Riddle, Vice President  
Joaquin J. Rivera, Director  
Karen Hemphill, Director  
Shirley Issel, Director  
Eve Shames \*\* - Student Director

Administration:

Superintendent William Huyett, Secretary  
Javetta Cleveland, Deputy Superintendent  
Neil Smith, Assistant Superintendent of Educational  
Services  
Lisa Udell, Assistant Superintendent of Human Resources

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

Determination of Adherence:

Student Case No. #0607-02-052591  
Student Case No #0607-08-081493  
Student Case No #0607-58-050893  
Student Case No #0607-53-090292  
Student Case No #0708-23-111492

- c) Collective Bargaining
- d) Public Employee Discipline/Dismissal /Release/Evaluation
- e) Public Employment /Appointment
- f) Liability Claims
- g) Property Acquisition  
Hillside School
- h) Case Review/Planning  
Student names for CAHSEE Waivers

\* Board agenda posted on District website: [www.berkeley.k12.ca.us](http://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

### **Swearing in of Student Director Eva Shames by President John Selawsky**

Approve Regular Meeting Agenda of August 20, 2008

### **Teaching and Learning Presentation**

Margaret Kirkpatrick, Principal, Berkeley Adult School: Adult School Benchmarks

### **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  
Adopt Resolution No. 09-04  
Opposition to Proposition 8

Board Member Recommendation: **10**  
Adopt Resolution No. 09-04 in  
Opposition to Proposition 8 which  
would amend the California  
Constitution denying the right of  
same sex couples to marry

## **Personnel Services**

2.1-C  
Approval of Personnel Report

Staff Recommendation: **12**  
Approve Personnel Report No. 08-14  
that tracks personnel changes  
throughout the District

2.2-C  
Approval of Memorandum of  
Understanding (MOU) between BUSD and  
the University of San Francisco

Staff Recommendation: **21**  
Approve Memorandum of  
Understanding between  
BUSD and the University of San  
Francisco for student teacher at  
John Muir School garden  
based nutrition educational class

2.3-C  
Approval of TSA Position

Staff Recommendation: **27**  
Approve Teacher on Special  
Assignment for Berkeley Evaluation  
and Assessment Office

## **Educational Services**

3.1-C  
Approval of Memorandum with Berkeley  
Public Education Foundation

Staff Recommendation: **29**  
Approve Memorandum between  
Berkeley Public Education  
Foundation and Berkeley Unified  
School District

3.2-C  
Approval of CAHSEE Waivers

Staff Recommendation: **33**  
Approve the California High School  
Exit Examination waivers for  
students with disabilities

## **Business Services**

4.1-C  
Approval of Contracts/Purchase Orders  
for Services Contracts

Staff Recommendation: **35**  
Authorize the Purchasing Manager  
and/or Deputy Superintendent to  
execute contracts and purchase  
orders

4.2-C Approval of Listing of Warrants Issued in June/July 2008	<u>Staff Recommendation:</u> Approve the Listing of Warrants issued in June/July 2008	<b>37</b>
4.3-C Approval of Payroll Warrants issued in June/July 2008	<u>Staff Recommendation:</u> Approve Payroll Warrants issued in June/July 2008	<b>42</b>
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	<b>47</b>
4.5-C Approval of Amendment Subcontract/MOA (Memorandum of Agreement) for Child Development Services between Berkeley Unified School District (BUSD) and the University of California, Berkeley (UCB)	<u>Staff Recommendation:</u> Approve the amendment of subcontract/MOA (Memorandum of Agreement) for Child Development Services between Berkeley Unified School District (BUSD) and the University of California, Berkeley	<b>48</b>
4.6-C Approval of Amendment of Subcontract/MOA (Memorandum of Agreement) for Child Development Services between Berkeley Unified School District (BUSD) and the Berkeley-Albany YMCA Head Start Program	<u>Staff Recommendation:</u> Approve the amendment of subcontract/MOA (Memorandum of Agreement) for Child Development Services between Berkeley Unified School District (BUSD) and the Berkeley-Albany YMCA Head Start Program	<b>50</b>
4.7-C Approval of Authorization to Contract with Robert Half International, Inc.	<u>Staff Recommendation:</u> Approval and Ratification of services to be provided by Robert Half International, Inc.	<b>52</b>
4.8-C Ratification of payments for the Special Education Department for FY 2007-2008	<u>Staff Recommendation:</u> Approve ratification of services for Special Education department for FY 2007-08	<b>54</b>
4.9-C Approval of rentals and leases for the Transportation Department	<u>Staff Recommendation:</u> Approve rentals and leases for the Transportation Department for FY 2008-2009	<b>57</b>
4.10-C Approval of fuel purchase for the Transportation Department	<u>Staff Recommendation:</u> Approve fuel purchase for the Transportation Department use for FY 2008-2009	<b>58</b>

4.11-C Approval of Contract for Copier Services	<u>Staff Recommendation:</u> Approve the contract with Xerox for duplicating and print management equipment and services	<b>59</b>
4.12-C Approval to hire consultant for sign language interpreters for Special Education	<u>Staff Recommendation:</u> Approve contract with A Show of Hands Agency to provide sign language interpreters for 2008-2009 School Year	<b>69</b>
4.13-C Approval to hire consultant for physical and occupational therapy for Special Education	<u>Staff Recommendation:</u> Approve contract with Dori Maxon to provide physical and occupational therapy for 2008-2009 School Year	<b>74</b>
4.14-C Approval to hire consultants for speech therapy for Special Education	<u>Staff Recommendation:</u> Approve contract with The Speech Pathology Group and Communication Work for 2008-2009 School Year	<b>82</b>
4.15-C Approval of Master Contract for Non Public School placements of students	<u>Staff Recommendation:</u> Approve and authorize the placement of students in Non Public Schools for the Special Education Department for 2008-2009 School Year	<b>90</b>
4.16-C Approval of Revised 2008 Standard Mileage Rate	<u>Staff Recommendation:</u> Approve the mid-year 2008 Standard Mileage Rate of 58.5 cents per mile for BUSD employee reimbursement	<b>130</b>
4.17-C Approval of Contract for Special Education Transportation	<u>Staff Recommendation:</u> Approve contract for transportation for Special Education students	<b>131</b>
4.18-C Approval of Contract for Property and Liability and Excess Workers' Compensation Insurance	<u>Staff Recommendation:</u> Approve continuance of contract with ASCIP and CSAC for FY 2008-09 for property and liability and excess workers' compensation insurance	<b>149</b>

4.19-C Ratification of Contract with Health and Human Resource Center, Inc. (dba Horizon Health EAP-Behavioral Services)	<u>Staff Recommendation:</u> Approval of contract with Horizon Health for Employee Assistance Program services for Fiscal Year 2008-2009	<b>151</b>
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**Facilities**

5.1-C Resolution No. 09-03 Ratification of Contract with Kudsk Construction	<u>Staff Recommendation:</u> Approve ratification of contract with Kudsk Construction to install steam kettle at King Dining Commons	<b>166</b>
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5.2-C Resolution No. 09-02 Approval to Accept Sound System	<u>Staff Recommendation:</u> Approve acceptance of the sound system for the Donahue Gym at Berkeley High School	<b>168</b>
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5.3-C Approval of Increase in Contract with Bureau Veritas	<u>Staff Recommendation:</u> Approve an increase to contract with Bureau Veritas to provide hazardous material consulting services for the Transportation Facility Project	<b>170</b>
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5.4-C Approval of Contract with Inspection Services, Inc.	<u>Staff Recommendation:</u> Approve contract with Inspection Services, Inc. to provide geotechnical services for the Transportation Facility Project	<b>171</b>
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**ACTION ITEMS**

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

**Personnel Services**

2.1-A Approval of Declaration of Need	<u>Staff Recommendation:</u> Approve Declaration of Need for Fully Qualified Educators	<b>172</b>
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**Facilities**

5.1-A Approval of the Free Use of Facilities for the Berkeley Community Media Organization for the 2008-09 Fiscal Year	<u>Staff Recommendation:</u> Approve a one-year waiver of rent from Berkeley Community Media	<b>176</b>
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<b>9:00 pm.</b> 5.2-A Approval of Schematic Design of BHS South of Bancroft Plan	<u>Staff Recommendation:</u> Approve Schematic Design of BHS South of Bancroft Plan	<b>178</b>
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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 Berkeley High School WASC Report	<u>Staff Recommendation:</u> Receive Berkeley High School WASC report as information	<b>206</b>
3.2-I Berkeley Adult School Benchmarks	<u>Staff Recommendation:</u> Receive Berkeley Adult School Benchmark report as information	<b>217</b>
3.3-I Williams Complaints Report	<u>Staff Recommendation:</u> Receive the quarterly report on Williams complaints as information	<b>220</b>

**Facilities**

<b>8:00 pm</b> 5.1-I Review the Design for the Rehabilitation Option for West Campus and Provide Direction to Proceed on a Plan for West Campus	<u>Staff Recommendation:</u> Review the rehabilitation option, consider the advantages and disadvantages of the two options, and provide feedback to staff who will prepare a recommendation to proceed at the September 10 meeting	<b>221</b>
5.2-I Facilities Plan Update	<u>Staff recommendation:</u> Receive and accept facilities plan update as information	<b>242</b>

**ADDITIONAL ACTION ITEMS**

Approve Minutes of:

- June 11, 2008
- June 18, 2008
- June 25, 2008
- August 11, 2008

**EXTENDED PUBLIC TESTIMONY**

**2008 Board of Education Meeting Dates**

September 10 September 24 October 22	October 29 November 12 December 10 - <b>organizational</b>
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**ADJOURNMENT**

**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

## Resolution No. 09-04 in Opposition to Proposition 8

**Whereas**, the State Supreme Court struck down Proposition 22, and ruled that “the right to marry” applied equally to same-gender couples; and

**Whereas**, the Court ruled and found that any law that discriminates on the basis of sexual orientation shall be scrutinized under the same methodology that applies to laws that discriminate by race or gender; and

**Whereas**, thousands of couples across the state of California and across the nation are rejoicing and celebrating because they can now enter into the traditional union between two loving adults—marriage; and

**Whereas**, the city of Berkeley and Berkeley Unified School District has countless Lesbian, Gay, Bisexual, and Transgender individuals, couples, families, and children, all of whom deserve protection, acceptance, equal status, and recognition; and

**Whereas**, participating in the legal and public act of marriage carries with it far more dignity and status than the designation of “domestic partner”; and

**Whereas**, the voters of California are being asked to vote on the California Marriage Protection Act, which defines marriage as “only the marriage between a man and a woman is valid or recognized in California”; and

**Whereas**, the Berkeley Board of Education is on record, numerous times, supporting and protecting the rights of our Lesbian, Gay, Bisexual, and Transgender families, students, and staff, and continues to expand that protection and support; and

**Therefore**, be it resolved this 20<sup>th</sup> day of August 2008, the Berkeley Board of Education votes its strong opposition to Proposition 8, the California initiative that would limit and define marriage in the state of California only between a man and a woman and would amend the state constitution to reflect that belief, and directs our Superintendent and staff to express and convey the Board’s opposition and action wherever and whenever the issue is discussed, debated, or acted upon.

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John Selawsky, President

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William Huyett, Superintendent



# **BERKELEY UNIFIED SCHOOL DISTRICT**

**TO:** Board of Education  
**FROM:** John T. Selawsky, President, Board of Education  
**DATE:** August 20, 2008  
**SUBJECT:** Resolution No. 09-04 in Opposition to Proposition 8

## **BACKGROUND INFORMATION**

There are many Lesbian, Gay, Bisexual, and Transgender students, families, parents, guardians, and staff within the BUSD community, many visible, some invisible. It is the intent of this Board to not only afford equal protection and equal access to these members of our school community, but to ensure welcoming, supportive school sites, school staff, and administrators. This was the explicit goal of the policy passed by this Board last October, as well as the pilot programming of the Welcoming Schools curriculum at a couple of our elementary schools.

The composition of families within the BUSD school community is diverse and almost without conventional boundaries. Grandparents, guardians, aunts and uncles, older siblings, and same-sex couples raise and nurture many of our students within BUSD. This Board does not believe there is a best way to raise our children, other than to offer love, support, and guidance.

Proposition 8, which has qualified for and will be on the November ballot statewide, intends to overrule the recent California State Supreme Court ruling which affirmed the right of same sex individuals to legally marry within the state of California. The language of Proposition 8 asserts that marriage is reserved only for “a man and a woman.” This Board of Education rejects that notion and that idea, and takes this opportunity to now go on record officially in opposition of Proposition 8.

## **POLICY/CODE**

None

## **FISCAL IMPACT**

None

## **BOARD MEMBER RECOMMENDATION**

Adopt Resolution No. 09-04 in opposition of Proposition 8.

## BERKELEY UNIFIED SCHOOL DISTRICT

**TO:** William Huyett, Superintendent  
**FROM:** Lisa Udell, Ed.D. Assistant Superintendent, Human Resources  
**DATE:** August 20, 2008  
**SUBJECT:** APPROVAL OF HUMAN RESOURCES REPORT 08-14  
 Following is Human Resources Report 08-14 which reports details of personnel assignments, employment, and terminations.

CERTIFICATED EMPLOYEES						
NAME	POSITION	LOCATION	BUDGET	FTE & SALARY	FROM	TO
<b><u>RESIGNATION</u></b>						
Tasha Anestos	Teacher	Cragmont	GF	1.00	6/13/08	
Maite Barloga	Teacher	King	GF	1.00	6/13/08	
Jarrod Bordi	Teacher	BHS	GF	1.00	7/12/08	
Betty Chang	Teacher	Le Conte	GF	1.00	6/13/08	
Harold Clemetson	Teacher	Adult	Adult	N/A	6/30/08	
Todd Higashi	Teacher	BHS	GF	1.00	6/13/08	
Matthew Kraft	Teacher	BHS	GF	1.00	6/13/08	
Rebecca Martin	Teacher	BHS	GF	1.00	6/13/08	
Cherise Martinez	Teacher	B-Tech	GF	1.00	6/13/08	
Gretchen Montoya	Teacher	BHS	GF	.40	6/13/08	
Amanda Moraga	Teacher	Special Ed	GF	.60	6/13/08	
Oralia Ramirez	Teacher	BHS	GF	1.00	6/13/08	
Jesse Ramos	Principal	Thousand Oaks	GF	1.00	6/30/08	
Rosemary Robinson	Teacher	Jefferson	GF	1.00	6/13/08	

Chris Young	Teacher	BHS	GF	1.00	6/13/08	
Lisa Zolandz	Teacher	BHS	GF	1.00	6/13/08	
<b><u>RETIREMENT</u></b>						
Geraldine Bell	Teacher	King CDC	GF	1.00	7/01/08	
Sandra Fitz	Teacher	Rosa Parks CDC	GF	1.00	5/13/08	
Thomas Draper	Teacher	Hopkins Pre- School	GF	.58	7/31/08	
Vicki Van Steenberg	Teacher	Special Ed	GF	1.00	6/13/08	
<b><u>DECEASED</u></b>						
Kalpna Mistry	Teacher	BHS	GF	1.00	8/04/08	
<b><u>TEMPORARY TEACHERS</u></b>						
Deliah Abramo	Teacher	Rosa Parks	GF	1.00/IV-07	8/25/08	6/12/09
Toni Ames	Teacher	Cragmont	GF	1.00/IV-08	8/25/08	6/12/09
Joal Arvanigian	Teacher	Oxford	GF	.80/II-10	8/25/08	6/12/09
Jessica Behrendt	Teacher	BAM	GF	1.00/IV-01	8/25/08	6/12/09
Michael Della Penna	Teacher	Oxford	GF	1.00/III-01	8/25/08	6/25/09
Kate Donaldson- Fletcher	Teacher	Rosa Parks	GF	1.00/II-05	8/25/08	6/12/09
Michelle Fletcher	Teacher	Malcolm X	GF	1.00IV-01	8/25/08	6/12/09
Rochelle Jacobs	Teacher	Thousand Oaks	GF	1.00/III-10	8/25/08	6/12/09
Dvora Klein	Teacher	BAM	GF	1.00/VII-10	8/25/08	6/12/09
Gwen Martin	Teacher	Jefferson	GF	1.00/IV-15	8/25/08	6/12/09
Roselyn Mena	Teacher	Cragmont	GF	.50/IV-03	8/25/08	6/12/09
<b><i>Page 2 of 9</i></b>						

Cory Potts	Teacher	Cragmont	GF	1.00/III-01	8/25/08	6/12/09
Maria Sandoval	Teacher	Cragmont	GF	1.00/V-06	8/25/08	6/12/09
Natalie Sweenty	Teacher	Cragmont	GF	1.00/III-01	8/25/08	6/12/09
<b><u>ADULT SCHOOL</u></b>						
Carol Carlisle	Teacher	Adult School	Adult	\$33.65 Hrly	7/1/08	
Marilyn Daniels	Teacher	Adult School	Adult	\$33.65 Hrly	5/12/08	
Elizabeth Garst	Teacher	Adult School	Adult	\$33.65 Hrly	6/9/08	
Anne Levy	Teacher	Adult School	Adult	\$33.65 Hrly	5/12/08	
Shayne Rivers	Teacher	Adult School	Adult	\$33.65 Hrly	7/1/08	
Nidra Rosenthal	Teacher	Adult School	Adult	\$33.65	6/9/08	
<b><u>PROBATIONARY II TEACHERS</u></b>						
Nina Ackerbert	Teacher	Willard	GF	1.00/VII-05	8/25/08	
Elizabeth Arnett	Teacher	King	GF	.80/II-07	8/25/08	
Britt Badgley	Teacher	Longfellow	GF	1.00/III-05	8/25/08	
Maria Barrera	Teacher	King	GF	1.00/IV-04	8/25/08	
Jill Bergan	Teacher	King	GF	1.00/VI-02	8/25/08	
Natalia Bernal	Teacher	LeConte	GF	1.00/VI-02	8/25/08	
Karen Carter	Teacher	Emerson	GF	1.00/VI-03	8/25/08	
Richard Cobeen	Teacher	Washington	GF	1.00/II-03	8/25/08	
Brian Crowell	Teacher	BHS	GF	1.00/III-07	8/25/08	
<b><i>Page 3 of 9</i></b>						

Yvonne Felarca	Teacher	King	GF	1.00/VI-04	8/25/08	
Pooja Govil	Teacher	Arts Magnet	GF	1.00/VII-05	8/25/08	
Amy Hansen	Teacher	BHS	GF	1.00/VII-12	8/25/08	
Lila Keene	Teacher	Emerson	GF	1.00/V-02	8/25/08	
Richard Kleine	Teacher	Jefferson	GF	1.00/VI-12	8/25/08	
Susan Lee	Teacher	Arts Magnet	GF	1.00/VII-06	8/25/08	
Damion McNiel	Teacher	Willard	GF	1.00/III-06	8/25/08	
Katherine Newton	Speech Therapist	Special Ed	GF	.70/IV-10	8/25/08	
Ross Parker	Teacher	BHS	GF	1.00/V-04	8/25/08	
Angela Rebensdorf	Teacher	BHS	GF	1.00/IV-02	8/25/08	
Shannon Strong	Teacher	BHS	GF	1.00/VII-07	8/25/08	
Corina Topping Aleman	Teacher	Willard	GF	.60/II-02	8/25/08	
Gregory Ward	Teacher	Longfellow	GF	1.00/VII-12	8/25/08	
Jill Wimmer	Teacher	Oxford	GF	1.00/VI-02	8/25/08	
<b><u>PERMANENT</u></b> Jodi Hardy	Teacher	Washington	GF	1.00/V-13	8/25/08	6/12/09



**CLASSIFIED EMPLOYEES**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>BUDGET</b>	<b>CLASS RANGE STEP</b>	<b>FTE &amp; SALARY</b>	<b>FROM</b>	<b>TO</b>
<b><u>RETIREMENT</u></b>							
Ellen Levin	Instructional Assistant (Special Education)	Franklin Pre-School				7/15/08	
<b><u>RESIGNATION</u></b>							
Trung Du	Instructional Tech. (After School)	King				6/13/08	
Ashley Gamboa	EDP Coordinator	Thousand Oaks				6/27/08	
Ashley Gephart	Instructional Tech. (After School)	Emerson				6/13/08	
Mark Greene	Instructional Tech. (After School)	King				6/13/08	
Sara Hampton	Ext Day Program Coordinator	John Muir				6/27/08	
Ikuko Hyodo- Macrae	Instructional Assistant (Special Education)	Rosa Parks				6/13/08	
Maya Magdaleno	Library Media Tech	Willard				6/13/08	
Alexandria May	Instructional Tech. (After School)	Oxford				6/13/08	
Carlo Mogavero	Micro Computer Tech.	Technology				6/27/08	
Jon Morgan	Data Processing Manager	Technology				7/31/08	
Adekemi Omatade	Instructional Tech. (After School)	Emerson				6/13/08	
Kidane Tesfai	Instructional Tech. (After School)	King				6/13/08	
Michael Vaughn	Instructional Tech. (After School)	Willard				6/13/08	
Rabia Yamazawa	Instructional Tech. (After School)	Cragmont				6/13/08	
<b><u>INTEGRATE SICK LEAVE WITH STATE DISABILITY</u></b>							
Emmett Moore	Custodian I	Thousand Oaks	General Fund	32/5	1.0 FTE \$16.42 hr	6/1/08	8/31/08
<b><u>PROBATIONARY</u></b>							
Cecelia Adams	Dining Room Supervisor	King	Child Nutrition	52/4	1.0 FTE \$24.84 hr	7/1/08	6/30/09

**CLASSIFIED EMPLOYEES**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>BUDGET</b>	<b>CLASS RANGE STEP</b>	<b>FTE &amp; SALARY</b>	<b>FROM</b>	<b>TO</b>
Roquael Baham	School Secretary II	Longfellow	General Fund	44/2	1.0 FTE \$19.36 hr	8/12/08	2/11/09
Michael Campbell	Custodian I	Willard	General Fund	32/1	1.0 FTE \$13.48 hr	6/16/08	12/15/08
Carlos Cil	Maintenance Engineer	Maintenance	Maintenance	54/5	1.0 FTE \$28.29 hr	7/1/08	12/31/08
Emily Davidow	Program Supervisor	Educational Services	21 <sup>st</sup> Century/ LRN SAFE	69/1	1.0 FTE \$32.42 hr	7/1/08	12/31/08
Lucas Heheman	Instructional Assistant	All District	Special Education	31/1	.274 FTE \$13.38 hr	6/6/08	2/22/09
Flora Keilch	Ext. Day Program Coordinator	Thousand Oaks	LRN SAFE	52/2	1.0 FTE \$23.67 hr	8/5/08	2/4/09
Terri Kirkwood	Accountant	Business Services	General Fund/LRN SAFE	47/4	1.0 FTE \$23.08 hr		
<b><u>AVAILABLE SUBSTITUTES</u></b>							
Ricky Cox	Custodian I	All District	General Fund	32/1	NTE 7.5 hrs/day \$13.48 hr	6/1/08	6/13/08
<b><u>TEMPORARY/HOURLY/LIMITED TERM</u></b>							
Terrell Boone	Instructional Tech. (After School)	Longfellow	ASES	34/1	20 hrs/wk \$14.41 hr	6/16/08	6/27/08
Derrick Byndloss	Instructional Tech. (After School)	Longfellow	ASES	34/1	15 hrs/wk \$14.41 hr	6/14/08	6/27/08
Darius Gangei	Student Worker (Stage & Theatre)	Berkeley High	General Fund	N/A	10 hrs/wk \$8.00 hr	9/1/07	6/13/07
Dylan Goodman	Student Worker	Berkeley High	General Fund	N/A	78 total hrs \$8.00 hr	4/1/08	6/13/08
Dru Howard	Instructional Tech. (After School)	Arts Magnet	After School	34/3	40 total hrs \$15.90 hr	6/14/08	6/30/08
Dante Hubert	Student Worker	Transportation	Transportation	N/A	7.5 hrs/day \$8.00 hr	5/23/08	6/30/08
Jessica Lopez-Tello	Tutor-Specialty (ELL)	Berkeley High	EIALEP	31/1	10 hrs/wk \$13.38 hr	4/1/08	6/12/08
Jean Love	School Bus Driver	Transportation	Transportation	42/5	3 hrs/day \$21.03 hr	9/1/07	6/30/08

**CLASSIFIED EMPLOYEES**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>BUDGET</b>	<b>CLASS RANGE STEP</b>	<b>FTE &amp; SALARY</b>	<b>FROM</b>	<b>TO</b>
Priscilla Munoz	Instructional Assistant	State & Federal	EIALEP	29/1	30 total hrs \$12.75 hr	6/9/08	6/13/08
Atillah Reese	Instructional Tech. (After School)	Malcolm X	LRN SAFE	34/5	40 total hrs \$17.58 hr	6/14/08	6/30/08
Paula Shoemaker	School Secretary I	Washington	EIA	44/4	40 total hrs \$21.42 hr	8/30/07	6/30/08
Simone Thiry	Student Worker (Stage & Theatre)	Berkeley High	General Fund	N/A	10 hrs/wk \$8.00 hr	8/30/07	6/13/08
Shalah Turner	Instructional Tech. (After School)	Longfellow	21 <sup>st</sup> Century	34/1	15 hrs/wk \$14.41 hr	6/14/08	6/27/08
Sandra Wilson	Instructional Tech. (After School)	Longfellow	ASES	34/1	15 hrs/wk \$14.41 hr	6/14/08	6/27/08
<b><u>SUMMER EMPLOYMENT (HOURLY)</u></b>							
Victor Alves	Custodian I	Maintenance	General Fund	32/5	3.5 hrs/day \$16.42 hr	7/7/08	8/22/08
Marva Anderson	Instructional Assistant (Special Education)	Rosa Parks	Special Ed.	31/1	3.5 hrs/day \$13.38 hr	6/18/08	7/15/08
Amber Bales	Instructional Assistant (Special Education)	Rosa Parks	Special Ed.	31/2	3.5 hrs/day \$14.06 hr	6/18/08	7/15/08
Sonya Banks-Mouton	Instructional Assistant (Special Education)	Rosa Parks	Special Ed.	31/5	3.5 hrs/day \$16.31 hr	6/18/08	7/15/08
Skylar Barton	Instructional Specialist (Sports)	Cragmont	After School	51/3	3.5 hrs/day \$24.23 hr	6/18/08	7/15/08
Lisa Beard	Instructional Specialist (Garden)	Longfellow	Calif. Nut Network	51/2	15 hrs/wk \$23.08 hr	6/16/08	7/15/08
Shannon Brown	Custodian I	Maintenance	General Fund	32/5	7.5 hrs/day \$16.42 hr	7/7/08	8/22/08
Edith Brozosky	Instructional Assistant (Special Education)	Berkeley High	Special Ed.	31/5	5 hrs/day \$16.31 hr	6/18/08	7/15/08
Theresa Butler	Instructional Assistant (ECE)	Washington	Child Care	29/1	5 hrs/day \$12.75 hr	6/16/08	8/22/08
Jenette Byrd	Food Service Satellite Operator	Nutrition Services	Child Nutrition	31/3	2 hrs/day \$14.52 hr	6/18/08	7/25/08
Jenette Byrd	Food Service Assistant	Nutrition Services	Child Nutrition	26/5	4 hrs/day \$14.15 hr	6/18/08	7/25/08

**CLASSIFIED EMPLOYEES**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>BUDGET</b>	<b>CLASS RANGE STEP</b>	<b>FTE &amp; SALARY</b>	<b>FROM</b>	<b>TO</b>
Virgue Callen	Instructional Assistant (Special Education)	Berkeley High	Special Ed.	31/5	5 hrs/day \$16.31 hr	6/18/08	7/15/08
Tonette Carter	Instructional Assistant (ECE)	Jefferson	Child Care	29/5	5 hrs/day \$15.53 hr	6/16/08	8/22/08
Margretha Chacona-Johnson	Instructional Assistant (Special Education)	Longfellow	Special Ed.	31/5	4 hrs/day \$16.31 hr	6/18/08	7/15/08
Tia Claassen	Instructional Assistant (Special Education)	Berkeley High	Special Ed.	31/5	5 hrs/day \$16.31 hr	6/18/08	7/15/08
Ethleen Coaxum	Instructional Assistant (Special Education)	Longfellow	Special Ed.	31/5	4 hrs/day \$16.31 hr	6/18/08	7/15/08
Ethleen Coaxum	Instructional Assistant (ECE)	Washington	Child Care	29/5	4 hrs/day \$15.53 hr	6/16/08	8/22/08
Kenneth Cobb	Custodian I	Maintenance	Maintenance	32/5	7.5 hrs/day \$16.42 hr	7/7/08	8/22/08
Sharon Cooke	Instructional Assistant (ECE)	Rosa Parks	Child Care	29/5	5 hrs/day \$15.53 hr	6/16/08	8/22/08
Mabiel Coss-Perez	Instructional Assistant (ECE)	Thousand Oaks	Child Care	29/5	5 hrs/day \$15.53 hr	6/16/08	8/22/08
Gurmail Deol	Instructional Assistant (ECE)	Le Conte	Child Care	29/1	5 hrs/day \$12.75 hr	6/16/08	8/22/08
April Edwards	Instructional Assistant (Special Education)	Berkeley High	Special Ed.	31/5	5 hrs/day \$16.31 hr	6/18/08	7/15/08
Sheila Edwards	Sr. Records Clerk	Willard		38/5	4 hrs/day \$19.36 hr	6/18/08	7/15/08
Jasper Eiler	Instructional Specialist (Garden)	John Muir	Calif. Nut. Network	51/1	15 hrs/wk \$21.96 hr	6/16/08	7/15/08
David Fisher	Instructional Assistant (Special Education)	Berkeley High	Special Ed.	31/5	5 hrs/day \$16.31 hr	6/18/08	7/15/08
Rachel Freeburg	Instructional Assistant (Special Education)	Longfellow	Special Ed.	31/5	4 hrs/day \$16.31 hr	6/18/08	7/15/08
Alicia Featherston	Instructional Assistant (Special Education)	Hopkins	Special Ed.	31/5	3 hrs/day \$16.31 hr	6/18/08	7/15/08
Alicia Featherston	Instructional Assistant (ECE)	Malcolm X	Child Care	29/5	5 hrs/day \$15.53 hr	6/16/08	8/22/08

**CLASSIFIED EMPLOYEES**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>BUDGET</b>	<b>CLASS RANGE STEP</b>	<b>FTE &amp; SALARY</b>	<b>FROM</b>	<b>TO</b>
Michelle Ferrell	Instructional Assistant (ECE)	Arts Magnet	Child Care	29/5	5 hrs/day \$15.53 hr	6/16/08	8/22/08
Maria Gil	Instructional Assistant (ECE)	Arts Magnet	Child Care	29/5	5 hrs/day \$15.53 hr	6/16/08	8/22/08
Benjamin Goff	Instructional Specialist (Garden)	Le Conte	Calif. Nut. Network	51/5	15 hrs/wk \$26.75 hr	6/16/08	7/15/08
Jonathan Golden	Instructional Assistant (Special Education)	Rosa Parks	Special Ed.	31/5	3.5 hrs/day \$16.31 hr	6/18/08	7/15/08
Mark Griffin	Custodian I	Maintenance	Maintenance	32/5	7.5 hrs/day \$16.42 hr	7/7/08	8/22/08
Emily Gutierrez	Instructional Assistant (ECE)	Jefferson	Child Care	29/5	5 hrs/day \$15.53 hr	6/16/08	8/22/08
Emily Gutierrez	Instructional Assistant (Special Education)	Rosa Parks	Special Ed.	31/5	3.5 hrs/day \$16.31 hr	6/18/08	7/15/08
Karmin Guzder	Instructional Specialist (Garden)	ECE	Calif. Nut. Network	51/2	15 hrs/wk \$23.08 hr	6/16/08	8/31/08
Theresa Leader	Instructional Assistant (Special Education)	Longfellow	Special Ed.	31/5	4 hrs/day \$16.31 hr	6/18/08	7/15/08
Wanda McAfee	Instructional Assistant (Special Education)	Hopkins/ Franklin	Special Ed.	31/5	3 hrs/day \$14.06 hr	6/18/08	7/15/08
Grace Perry	Instructional Assistant (ECE)	Rosa Parks	Child Care	29/1	5 hrs/day \$12.75 hr	6/16/08	8/22/08
Matthew Tsang	Instructional Specialist (Garden)	Willard	Calif. Nut. Network	51/5	15 hrs/wk \$26.75 hr	6/16/08	8/31/08
Lan Xu	Food Service Assistant	Nutrition Services	Child Nutrition	26/4	4 hrs/day \$13.48 hr	6/18/08	8/25/08
<b><u>STIPENDS</u></b>							
John Anderson	Coach (Baseball)	Willard	LRN SAFE	N/A	\$600.00	4/1/08	6/13/08
Ilana Morris	Coach (Softball)	Willard	LRN SAFE	N/A	\$600.00	3/12/08	6/13/08

# **BERKELEY UNIFIED SCHOOL DISTRICT**

**TO:** Bill Huyett, Superintendent  
**FROM:** Lisa Udell, Assistant Superintendent, Human Resources  
**DATE:** August 20, 2008  
**SUBJECT:** Memorandum of Understanding between BUSD and the University of San Francisco

## **BACKGROUND INFORMATION**

The University of San Francisco, School of Education Teacher Education Program, prepares students to earn a California Multiple or Single-Subject Credential. As a part of the program's Student Teaching course, student participants observe and participate in the classroom of a cooperating teacher in order to receive teaching experience.

As an institution approved by the Commission on Teacher Credentialing as a teacher and counselor education institution, the University of San Francisco would like to enter into a Memorandum of Understanding (MOU) with the Berkeley Unified School District in order to place prospective student teachers in Berkeley schools.

Currently, one prospective student teacher is interested in fulfilling her student teaching hours at John Muir Elementary School during the 2008-09 school year.

We request approval of the Memorandum of Understanding for a period of two years in order to approve the current placement as well as the placement of future prospective student teachers at Berkeley schools. Placements will only be made upon approval of the school's administration and cooperating teachers.

## **POLICY/CODE**

## **FISCAL IMPACT**

None

## **STAFF RECOMMENDATION**

Approve the Memorandum of Understanding between Berkeley Unified and the University of San Francisco, School of Education to place prospective student teachers in Berkeley schools.

**MEMORANDUM OF UNDERSTANDING  
AND AGREEMENT TO PROVIDE TEACHING and COUNSELING EXPERIENCE**

This Memorandum of Understanding and Agreement to Provide Teaching and Counseling Experience ("Agreement"), is entered into this *August<sup>th</sup>* day of *20, 2008*, by and between the University of San Francisco ("University") and the *Berkeley Unified School District* ("District").

**RECITALS**

WHEREAS, pursuant to the provisions of the Education Code of the State of California, the governing board of any school district is authorized to enter into agreements with any institution approved by the Commission on Teacher Credentialing as a teacher and counselor education institution to provide teaching or counseling experience to students enrolled in the teacher or counselor training curricula of such institutions; and

WHEREAS, University is approved by the Commission on Teacher Credentialing as a teacher and counselor education institution; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district in any amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the value of the services to be rendered to District under this Agreement do not exceed the actual cost to District of the services rendered by District.

**TERMS**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, University and District agree as follows:

**I. DISTRICT RESPONSIBILITIES**

**A.** District shall provide teaching experience in the schools or classes of District, not to exceed **30** students from University possessing valid certificates of clearance and assigned by University to teach in the schools and classes of District. Such teaching shall be provided in such schools or classes of District, and under the direct supervision, evaluation, and instruction of such employees of District, as District and University, through their duly authorized representatives, may agree upon.

“Teaching” as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of District holding valid teaching credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

The assignment of a student of University to teach in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to District.

**B.** District shall provide counseling experience in the schools or classes of District, not to exceed **30** students from University possessing valid certificates of clearance and assigned by University to counsel in the schools and classes of District. Such counseling shall be provided in such schools or classes of District, and under the direct supervision and instruction of such employees of District, as District and University, through their duly authorized representatives, may agree upon.

“Counseling” as used herein and elsewhere in this Agreement means active participation in the duties and functions of school counseling under the supervision and instruction of employees of District holding valid PPS credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as school counselors in the schools and classes of District.

The assignment of a student of University to counsel in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to District.

**C.** District may, for good cause, refuse to accept for supervised teaching or counseling any student of University assigned to teach or counsel in District, and upon request of District, made for good cause, University shall terminate the assignment of any student of University to teach or counsel in District.

## **II. UNIVERSITY RESPONSIBILITIES**

**A.** The assignment of a University student to teach in the schools or classes of District shall be at the discretion of University and shall be for a period of approximately eighteen (18) weeks. University may give students more than one assignment to teach in such schools or classes.

**B.** The assignment of a University student to counsel in the schools or classes of District shall be at the discretion of the University and shall be for a period of approximately one academic year. University may give students more than one assignment to counsel in such schools or classes.

University agrees that University students receiving counseling experience within District may not displace certificated District employees. University acknowledges that District hiring policies must comply with local teacher union contracts.

## **III. COMPENSATION FOR MASTER TEACHERS**

University will pay District, for the performance by its teachers of all services required to be performed by District under this Agreement, financial compensation for serving as full-time Master Teachers at the rate of two hundred fifty dollars (\$250.00) per student for each semester within District, said payment to be distributed among the supervising teacher(s) to whom students of University are assigned. University shall determine the number of semester units of credit for teaching to be provided for each student of University assigned to teach under this Agreement.

If University terminates the assignment of a student to teach in the schools or classes of District, District shall receive payment of an amount for such student as though there had been no termination of the assignment, except that if such assignment is terminated before the end of the eighth week of the term of the assignment, District shall receive payment for an assignment for nine (9) weeks only.



Within a reasonable time following the close of each semester of the University of San Francisco, the University shall submit and process an invoice, in duplicate, for payment, for all supervised teaching under and in accordance with this agreement during said semester.

#### **IV. INDEMNITY**

District and University agree to protect, hold harmless, indemnify and defend each other (including their respective officers, officials, employees, students and volunteers) from any and all liability (including reasonable attorneys fees) resulting from injury to or death sustained by any person or damage to property of any kind, which is in any way connected with the performance of this Agreement, except that said hold harmless and indemnification shall not be applicable to liability arising from the sole negligence or the sole willful misconduct of District or University.

#### **V. DISTRICT AND UNIVERSITY INSURANCE**

District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

Commercial General Liability and Auto Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate, for bodily injury, personal injury and property damage, endorsed to name the other party to the contract as additional insured;

Medical Professional Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate;

Workers' Compensation coverage with statutory limits; and

Employers Liability coverage with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the other party to this Agreement.

District and University shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

Attach evidence of insurance policy to this Agreement.

#### **VI. DISPUTES**

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to decide whether to attempt to settle the dispute through arbitration or litigation. In order to send a dispute to arbitration, both parties must agree in writing that arbitration is their chosen method of resolving the dispute in question.

**VII. GENERAL PROVISIONS**

**A. Term of Agreement.** The term of this Agreement shall commence on the 20<sup>th</sup> day of *August, 2008* and shall terminate on the 12<sup>th</sup> day of *June, 2010*.

**B. Termination.** This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any student who at the date of mailing of the notice by District was receiving teaching or counseling experience within District until the student has completed his or her assignment, except at the election of University.

**C. Entire Agreement; Modification.** This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.

**D. Applicable Law.** The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California.

**E. Severability.** In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.

**F. Confidentiality.** Both parties shall protect the confidentiality of each others records and information, and shall not disclose confidential information without the prior written consent of the other party. University agrees to comply with District policy and procedure related to patient confidentiality.

**G. Notices.** Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

To University:

With a copy to:

Dean  
USF School of Education  
2130 Fulton Street  
San Francisco, CA 94117

General Counsel  
University of San Francisco  
2130 Fulton Street  
San Francisco, CA 94117

To District:

Superintendent  
Berkeley Unified School District  
2134 Martin Luther King Jr. Way  
Berkeley, CA 94704

**H. Non-Discrimination.** The parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related) or disability and otherwise as required or permitted by law.

**I. Status of the Parties.** It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between University and District; rather it is an affiliation between independent contractors, these being University and District.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

University of San Francisco

Berkeley Unified School District

By: \_\_\_\_\_  
Name

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **BERKELEY UNIFIED SCHOOL DISTRICT**

**TO:** William Huyett, Superintendent  
**FROM:** Lisa Udell, Assistant Superintendent, Human Resources  
**DATE:** August 20, 2008  
**SUBJECT:** Approval of a New Position – Teacher on Special Assignment for Assessment and Evaluation

### **BACKGROUND INFORMATION**

Staff is requesting approval for an additional 1.0 FTE to create a third Teacher on Special Assignment position in the Berkeley Evaluation and Assessment (BEA) Office with no additional cost to the General Fund.

Measure A currently funds 1.4 FTE for TSA assignments in the BEA Office: .40 FTE at Berkeley High School and 1.0 FTE District wide. The total allocation is \$135,000. While this funding is important for building a base staffing structure for the BEA office, it is not sufficient to fully realize the potential of the BEA office.

Currently, BUSD has several large grants that require evaluation. It has been the District's past practice to contract with outside agencies to complete this work. For example, the Network for Healthy California grant includes approximately \$40,000 for the Center for Weight and Health at UC Berkeley to evaluate the program. The Berkeley LEARNS programs paid \$35,000 to Hatchuel Tabernik Associates, a local company, to complete the required evaluation for the 2007-2008 school year.

Staff is proposing that the District increase its capacity to conduct grant required evaluations through the BEA Office when an outside evaluator is not required. Additional staff as well as a few UC Berkeley graduate students will allow the BEA Office to expand its ability to offer in-depth program evaluation to grantees. The grantees will receive more comprehensive and useful information, and the BEA Office will become more integrated into the District. Moving in this direction will also allow the District to evaluate more closely the impact of grants on student achievement.

For the 2008-2009 school year, staff is recommending that BUSD pilot this proposal specifically with Berkeley LEARNS and the Enhancing Education Through Technology (EETT) grants. In addition, categorical funds have been allocated to provide targeted support to Program Improvement schools in the area of data collection, analysis, and protocols. BEA staff can assume this role.

The following chart provides a financial analysis.

Income Sources:

Funding Source	Funding Amount	Work Scope
Measure A	\$135,000	Provide support to all schools and departments with a focus on Educational Services.
LEARNS	\$35,000	Provide program evaluation and attendance accounting for all 14 after school programs.
EETT	\$15,000	Provide professional development in the area of technology integration and program evaluation for grant (8 teachers total).
Title I	\$25,000	Provide intensive support in the areas of data collection, analysis, and protocols to the eight schools that are in PI Year 2 or higher.
Total Funding Available	\$210,000	

Proposed Expenditures:

Expenditure	Cost	Comments
.40 FTE TSA for BHS	\$41,000	Continue as is from 07-08
2.0 FTE TSA	\$150,000	Provide support to all schools and departments with a focus on Educational Services.  Complete program evaluations for LEARNS, EETT, and Title I in conjunction with the Director of BEA and UC Berkeley Grad Students.
Contract with UC Berkeley Graduate Student/s	\$15,000	Assist BEA in design, collection, and analysis of evaluation tools.
Equipment	\$4,000	Used to collect data and make presentations.
Total	\$210,000	

**POLICY/CODE**

BB 9000

**FISCAL IMPACT**

No cost to the General Fund; a reallocation of categorical funds as noted above

**STAFF RECOMMENDATION**

Approve the New Position – Teacher on Special Assignment for Assessment and Evaluation.



# **BERKELEY UNIFIED SCHOOL DISTRICT**

**TO:** William Huyett, Superintendent  
**FROM:** Neil Smith, Assistant Superintendent, Educational Services  
**DATE:** August 20, 2008  
**SUBJECT:** Memorandum with Berkeley Public Education Foundation

## **BACKGROUND INFORMATION**

There is a significant increase in kindergarten enrollment projected for this fall, creating a need for additional classrooms to accommodate these students. In order to have additional classroom space in the northwest zone, staff is relocating the two pre-K classes from Rosa Parks to Franklin Parent Nursery, which will have space in the facility that is currently being rebuilt.

During the construction of the Rosa Parks facility more than ten years ago, the Berkeley Public Education Foundation (BPEF) led the fundraising effort for capital enhancements, including a classroom for a second pre-school class. As this space will now be used for a different purpose, the BPEF Board of Directors has requested the District to make public its need for this space. The attached Memorandum creates a record of the reasons for the change, which could be shared with those who donated to the Rosa Parks capital campaign, as needed.

The attached Memorandum is being presented to the Board for approval.

## **POLICY/CODE**

None

## **FISCAL IMPACT**

None

## **STAFF RECOMMENDATION**

Approve the Memorandum with the Berkeley Public Education Foundation.

# BERKELEY UNIFIED SCHOOL DISTRICT

**TO:** William Huyett, Superintendent  
**FROM:** Neil Smith, Assistant Superintendent, Educational Services  
**DATE:** August 20, 2008  
**SUBJECT:** California High School Exit Examination Waivers for Students with Disabilities

## BACKGROUND INFORMATION

Staff is requesting the Board to waive the high school graduation requirement to pass California High School Exit Examination for the students with disabilities listed below. These students have taken the test with modifications, in accordance with their individualized education programs (IEP) or Section 504 plans, and received passing scores. However, according to state regulations, the use of modifications invalidates a student's test score.

A modification means any variation in the assessment environment or process that fundamentally alters what the test measures or affects the comparability of scores. Modifications may include: (1) an arithmetic table, calculators, or math manipulatives on the mathematics section of the exam; (2) audio or oral presentation of the English language arts section of the exam; (3) spell checkers, grammar checkers, or word processing software programs that check or correct spelling and/or grammar on the writing portion of the exam; or (4) a dictionary on any section of the exam.

Student ID Numer	Math Scale Score	ELA Scale Score	Special Ed Dablty Cde
1005798	398	398	290
10049	370	353	290
25333	370		290
10335	372		290

Berkeley High School Principal Jim Slep has certified that each of these students meets the requirements for a waiver as outlined in the Education Code:

- An IEP or Section 504 plan in place that requires the accommodations or modifications to be provided to the



student when taking the exit exam

- Sufficient high school level coursework either satisfactorily completed or in progress in the high school level curriculum sufficient to have attained the skills and knowledge otherwise needed to pass the exit exam
- An individual score report showing that the student has received the equivalent of a passing score on the exam while using a modification that fundamentally alters what the exit exam measures as determined by the State Board of Education

The Board has the authority to waive the CAHSEE requirement for students who meet all these conditions. In order to protect the students' privacy rights, the students' names are not being included on this waiver request, but they shall be provided to the Board in closed session.

**POLICY/CODE**

Ed Code 60850-60859

Board Policy 6146.1, 6162.52

**FISCAL IMPACT**

None

**STAFF RECOMMENDATION**

Approve the California High School Exit Examination waivers for students with disabilities.

# **BERKELEY UNIFIED SCHOOL DISTRICT**

**TO:** William Huyett, Superintendent  
**FROM:** Javetta Cleveland, Deputy Superintendent (CBO)  
**DATE:** August 20, 2008  
**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 Ceridian Benefits Services, Inc. to provide monthly fees for disbursements for BBS, self pay and COBRA accounts for 2008/09 SY. The cost will not exceed \$30,456. (\$19,080 will be reimbursed by Ceridian Benefits Services once collected from the member). To be paid from Self Insurance Fund Budget. Requested by Inez Reed.
- 2 Ratification of contract to Roeber's, Inc., to replace a gas line at Berkeley High School. The cost will not exceed \$10,700. To be paid from Measure BB. Requested by Steve Collins.
- 3 Ratification of contract to City of Berkeley, to provide Vera Casey Program for the period July 1, 2007 to March 31, 2008. The cost will not exceed \$25,376. To be paid from Cal Safe Support Services Budget. Requested by Javetta Cleveland.
- 4 Ratification of contract to CalSafe, to provide childcare services for the period July 1, 2007 through June 30, 2008. The cost will not exceed \$35,424. To be paid from Child Development Fund Budget. Requested by La Sonya McCain.
- 5 Center for Culturally Responsive Teaching and Learning, to provide training and professional development services for Educational Services for the 2008/09SY. The cost will not exceed \$33,000. To be paid from Title I, Title III and General Fund Budget. Requested by Neil Smith.
- 6 Berkeley – Albany YMCA to provide a physical educations and sports program at Berkeley Arts Magnet school for the 2008 /09 SY. The cost will not exceed \$21,000. To be paid from PTA Funds. Requested by Kristin Collins.

- 7 Quintessential School Systems to provide software support for 2008/09 SY for Data Processing Department. The cost will not exceed \$33,928. To be paid from General Fund Budget. Requested by Jay Nitschke.
- 8 CRS Incorporated to receive Sub-Finder license fee for the period September 1, 2008 to August 31, 2009. The cost will not exceed \$15,727. To be paid from General Fund Budget. Requested by Lisa Udell.
- 9 State of California, Department of Justice to provide fingerprinting services for the 2008/09 SY. The cost will not exceed \$20,000. To be paid from General Fund Budget. Requested by Lisa Udell.
- 10 Nancy Howatt to provide cost accounting and budget review for the Nutrition Services Department for the 2008/09 SY. The cost will not exceed \$10,000. To be paid from Cafeteria Fund. Requested by Margaret Posey.
- 11 Department of Industrial Relations to provide DUI, DOI and fraud investigations as needed by the Risk Management Department for the 2008/09 SY. The cost will not exceed \$10,200. To be paid from Self Insurance Fund. Requested by Inez Reed.
- 12 MS Environmental Solutions to provide pickup and disposal of hazardous materials with associated reporting for 2008/09 SY. The cost will not exceed \$30,000. To be paid from General Fund Budget. Requested by Greg Williams.
- 13 Best Repair to provide musical instrument repair for 2008/09 SY. The cost will not exceed \$15,000. To be paid from BSEP 4. Requested by Suzanne McCulloch.
- 14 School Innovations and Advocacy, Inc. to provide support with preparation and filing of reimbursement claims for costs of programs mandated by the State of California for 2008/09 FY. The cost will not exceed \$24,200. To be paid from General Fund Budget. Requested by Pauline Follansbee.

**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:** August 20, 2008  
**SUBJECT:** Approve Listing of Warrants issued in June and July 2008

## **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 months of June and July 2008 are attached for the Board's review.

## **POLICY/CODE**

Educational Code Section 41010 ET seq.

## **FISCAL IMPACT**

\$4,666,401.07 for the month of June and \$ 5,821,510.63  
for the month of July 2008 from various funds.

## **STAFF RECOMMENDATION**

Approve the monthly bill warrant lists for the months June and July 2008.

**Berkeley Unified School District**  
Berkeley, California

**VOUCHERS PAID 07/01 THRU 07/31/08**

DATE	VOUCHER TYPE	GENERAL FUND 01	MEAS BB FUND 02	BSEP4 FUND 04	BSEP5 FUND 05	BSEP6 FUND 06	BSEP7 FUND 07	MEAS B FUND 08	ADULT FUND 11	CHILD DEV. FUND 12	CAFÉ FUND 13	DEF MAINT FUND 14	MEAS.A FUND 21	COUNTY SCHOOL FACILITIES 35	SELF INS. FUND 67	PAYROLL/ BENEFITS CLEARING 76
03-Jul-08	WR	\$ 214,165.43	\$ 129.47	\$ 1,004.78	\$ -	\$ -	\$ 67,942.21	\$ -	\$ 2,130.64	\$ -	\$ 1,435.43	\$ -	\$ 78,573.84	\$ -	\$ -	\$ 574,601.44
08-Jul-08	WR	\$ 53,993.19	\$ 3,442.19	\$ 4,459.15	\$ -	\$ -	\$ 3,750.00	\$ 9,000.00	\$ 2,616.52	\$ -	\$ 1,739.35	\$ 7,500.00	\$ 42,586.15	\$ 2,750.00	\$ 50,855.21	\$ 9,212.57
11-Jul-08	WR	\$ 645,855.90	\$ 59,112.78	\$ 24,971.55	\$ -	\$ -	\$ -	\$ 7,650.00	\$ 10,783.57	\$ 2,858.05	\$ 15,281.74	\$ 9,312.80	\$ 1,691,084.38	\$ -	\$ 23,389.80	\$ 84,715.72
15-Jul-08	WR	\$ 160,763.30	\$ 3,132.16	\$ 23,155.00	\$ 254.28	\$ -	\$ -	\$ 1,117.44	\$ 215.60	\$ 3,802.42	\$ 6,085.91	\$ -	\$ -	\$ -	\$ 4,392.39	\$ 385.60
18-Jul-08	WR	\$ 225,861.41	\$ 10,698.78	\$ 12,868.01	\$ 584.42	\$ 144.17	\$ 2,517.88	\$ 56.78	\$ 6,532.36	\$ 374.45	\$ 2,726.20	\$ -	\$ 15,812.50	\$ -	\$ -	\$ -
22-Jul-08	WR	\$ 360,405.53	\$ 19,859.81	\$ 14,606.11	\$ -	\$ -	\$ 2,104.31	\$ 1,796.16	\$ 10,467.45	\$ 14,933.57	\$ 652.67	\$ -	\$ 231,241.93	\$ -	\$ 15,555.35	\$ 832,047.81
25-Jul-08	WR	\$ 123,746.21	\$ 2,315.23	\$ 2,616.30	\$ 120.22	\$ -	\$ 2,281.59	\$ 1,807.42	\$ 1,228.75	\$ 2,630.66	\$ 2,239.77	\$ -	\$ -	\$ -	\$ 26,156.76	\$ 9,193.40
<b>TOTAL</b>		\$ 1,784,790.97	\$ 98,690.42	\$ 83,680.90	\$ 958.92	\$ 144.17	\$ 78,595.99	\$ 21,427.80	\$ 33,974.89	\$ 24,599.15	\$ 30,161.07	\$ 16,812.80	\$ 2,059,298.80	\$ 2,750.00	\$ 120,349.51	\$ 1,510,156.54
<b>CANCELLATIONS:</b>																
02-Jul-08	MAN															
03-Jul-08	MAN	(\$8,762.13)	(\$2,010.59)	(\$2,506.11)							(\$1,739.35)					(\$2,167.78)
07-Jul-08	MAN		(\$449.50)													(\$1,556.25)
14-Jul-08	MAN								(\$103.08)							
16-Jul-08	MAN	(\$1,680.02)		(\$706.88)												
17-Jul-08	MAN	(\$2,500.00)														
22-Jul-08	MAN	(\$15,989.38)		(\$722.60)				(\$1,497.63)								(\$2,490.00)
<b>GRAND TOTAL</b>		\$ 1,755,859.44	\$ 96,230.33	\$ 79,745.31	\$ 958.92	\$ 144.17	\$ 78,595.99	\$ 19,930.17	\$ 33,871.81	\$ 24,599.15	\$ 28,421.72	\$ 16,812.80	\$ 2,059,298.80	\$ 2,750.00	\$ 114,135.48	\$ 1,510,156.54

Detail available in Business Office

Approved By:

Board Approved: \_\_\_\_\_

Pauline Follansbee, CPA  
Director Of Fiscal Services

W/R: warrant register  
MAN: manual issue

**TOTAL**  
\$ 939,983.24  
\$ 191,904.33  
\$ 2,575,016.29  
\$ 203,304.10  
\$ 278,176.96  
\$ 1,503,670.70  
\$ 174,336.31

\$ 5,866,391.93

(\$2,167.78)  
(\$16,574.43)  
(\$449.50)  
(\$103.50)  
(\$2,386.90)  
(\$2,500.00)  
(\$20,699.61)  
\$ 5,821,510.63

**Berkeley Unified School District**  
39,241.00

**VOUCHERS PAID 6/01 THRU 6/30/08**

DATE	VOUCHER TYPE	GENERAL FUND 01	MEAS BB FUND 02	BSEP4 FUND 04	BSEP5 FUND 05	BSEP7 FUND 07	MEAS B FUND 08	ADULT FUND 11	CHILD DEV. FUND 12	CAFÉ FUND 13	DEF MAINT FUND 14	MEAS.A FUND 21	COUNTY SCH FACILI FUND 35	SELF INS FUND 67	PAYROLL/ BENEFITS CLEARING 76	TOTAL
04-Jun-08	WR	\$ 597,127.48	\$ 41,019.99	\$ 20,798.03	\$ 225.75	\$ 11,478.87	\$ 17,070.19	\$ 34,210.00	\$ 30,704.92	\$ 18,542.54	\$ 8,600.00	\$ 84,157.97	\$ 2,750.00	\$ 33,509.13	\$ 363,766.45	\$ 1,263,961.32
06-Jun-08	WR	\$ 4,610.09	\$ 5,115.54	\$ 4,604.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,598.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,928.80
10-Jun-08	WR	\$ 116,709.21	\$ 9,647.04	\$ 26,676.93	\$ 3,194.68	\$ -	\$ 3,565.94	\$ 5,034.64	\$ 1,740.56	\$ 21,672.07	\$ -	\$ -	\$ -	\$ 24,433.55	\$ 845,696.44	\$ 1,058,371.06
23-Jun-08	WR	\$ 244,419.95	\$ 695.95	\$ 17,980.07	\$ -	\$ 3,250.00	\$ 38.07	\$ -	\$ -	\$ 20,896.46	\$ 9,832.25	\$ 25,660.96	\$ 5,500.00	\$ 21.24	\$ -	\$ 328,294.95
24-Jun-08	WR	\$ 580,968.55	\$ 87,474.32	\$ 124,245.39	\$ 3,673.48	\$ 5,220.00	\$ 16,101.00	\$ 13,100.38	\$ 27,088.74	\$ 60,001.77	\$ 3,120.00	\$ 539,260.58	\$ -	\$ 41,245.57	\$ 6,211.24	\$ 1,507,711.02
25-Jun-08	WR	\$ 365,365.39	\$ 6,482.87	\$ 5,543.78	\$ -	\$ -	\$ 4,979.22	\$ -	\$ 20,117.65	\$ 3,068.73	\$ -	\$ 122,309.50	\$ -	\$ 2,614.50	\$ -	\$ 530,471.64
<b>TOTAL</b>		\$ 1,909,190.67	\$ 150,435.71	\$ 199,848.62	\$ 7,093.91	\$ 19,948.87	\$ 41,754.42	\$ 52,345.02	\$ 79,651.87	\$ 137,780.32	\$ 21,552.25	\$ 771,389.01	\$ 8,250.00	\$ 101,823.99	\$ 1,215,674.13	\$ 4,716,738.79
<b>CANCELLATIONS:</b>																
16-Jun-08	MAN	\$ (180.00)														\$ (180.00)
20-Jun-08	MAN	\$ (32,932.06)														\$ (32,932.06)
23-Jun-08	MAN	\$ (1,537.50)		\$ (15,071.70)	\$ (39.46)					\$ (577.00)						\$ (17,225.66)
<b>GRAND TOTAL</b>		\$ 1,874,541.11	\$ 150,435.71	\$ 184,776.92	\$ 7,054.45	\$ 19,948.87	\$ 41,754.42	\$ 52,345.02	\$ 79,651.87	\$ 137,203.32	\$ 21,552.25	\$ 771,389.01	\$ 8,250.00	\$ 101,823.99	\$ 1,215,674.13	\$ 4,666,401.07

Detail available in Business Office

Approved By:

Board Approved: \_\_\_\_\_

Pauline Follansbee, CPA  
Director of Fiscal Services

W/R: warrant register  
MAN: manual issue