

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

BOARD OF EDUCATION – MEETING AGENDA*

Wednesday, June 29, 2011

Call to Order The Presiding Officer will call the Meeting to Order at 6:30 p.m., recess to Closed Session, and begin regular Board Meeting agenda by 7:30 p.m.

Roll Call

Members Present:

Beatriz Leyva-Cutler, President
John T. Selawsky, Vice President/Clerk
Karen Hemphill, Director
Leah Wilson, Director
Josh Daniels, Director

Administration:

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

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

- a)Conference with Legal Counsel – Existing Litigation/Anticipated
- b)Consideration of Student Expulsions
- c) Collective Bargaining
- d)Public Employee Discipline/Dismissal,/Release/Evaluation,Appointment/Reassignment
- e)Liability Claims
- f)Property Acquisition & Disposal

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

** The Student Director does not attend Closed Session

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

REGULAR MEETING AGENDA

CALL TO ORDER

Report Closed Session actions

Approve Regular Meeting Agenda of June 29, 2011

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

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.

Educational Services

<p>3.1-C Approval of Consolidated Application for Categorical Programs</p>	<p><u>Staff Recommendation:</u> Approve Consolidated Application for categorical programs (separate cover)</p>	<p>10</p>
<p>3.2-C Approval of New Textbooks in Economics, Environmental Science, and Academic Language Development for Berkeley High School</p>	<p><u>Staff Recommendation:</u> Approve new textbooks in economics, environmental science, and academic language development for Berkeley High School</p>	<p>12</p>
<p>3.3-C 2011-12 Carl Perkins Application for Supplemental Funding for Career and Technical Education at Berkeley High School</p>	<p><u>Staff Recommendation:</u> Approve 2011-12 Carl Perkins application for supplemental funding for Career and Technical Education at Berkeley High School</p>	<p>14</p>

3.4-C
Approval of 2011-2012 Designation of CIF
(California Interscholastic Federation)
Representatives to the League

Staff Recommendation: **16**
Approve representatives to the
California Interscholastic
Federation (CIF) League

Business Services

4.1-C
Approval of Contracts and Purchase
Orders

Staff Recommendation: **17**
Authorize the Purchasing Manager
or Deputy Superintendent to
execute contracts and purchase
orders

4.2-C
Acceptance of Gifts and Donations

Staff Recommendation: **19**
Accept the donations and gifts to
the District and request staff to
extend letters of appreciation

4.3-C
Approval of Memorandum of
Understanding with Through the Looking
Glass

Staff Recommendation: **20**
Approve and authorize the MOU for
Through the Looking Glass for
2011-12 school year

Facilities

5.1-C
Approval to Award the Contract to Improve
Access at Berkeley High School
Community Theatre

Staff Recommendation:
Approve award of contract to
improve access at the Berkeley
High School Community Theatre

5.2-C
Approval of Final Facilities Agreement with
REALM Charter School

Staff Recommendation:
Approve final facilities agreement
with REALM Charter School

ACTION ITEMS

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

Human Resources

2.1-A
Resolution to Eliminate or Reduce Certain Classified Positions

Staff Recommendation:
Approve resolution to eliminate or reduce certain classified positions

2.2-A
Annual Declaration of Need for Fully Qualified Educators

Staff Recommendation:
Approve Declaration of Need for Fully Qualified Educators

Educational Services

3.1-A
Staff Report on Integrity Education Center Charter School Recommending Denial of the Charter Petition

Staff Recommendation:
Accept staff report on Integrity Education Center Charter School and deny the petition from Integrity Education Center Charter School

Facilities

5.1-A
Approval to Award the Bid for the Sale of Hillside School

Staff Recommendation:
Award the bid for the sale of Hillside School

CONFERENCE ITEM

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

Educational Services

3.1-CF
Recommendations to Eliminate the Presence of Guns at Berkeley Unified School District Schools

Staff Recommendation:
Approve the Recommendations to Eliminate the Presence of Guns at Berkeley Unified School District Schools

INFORMATION ITEM

This item is intended to keep the Board informed on various District business matters, which do not require action, by the Board.

Human Resources

2.1-I
Proposal to Eliminate or Reduce Specified
Classified Positions

Staff Recommendation:
Receive for information

SUPERINTENDENT AND BOARD MEMBER COMMENTS

EXTENDED PUBLIC TESTIMONY

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.

BOARD OF EDUCATION MEETING DATES FOR 2011

July 6*	October 12
August 24	October 26
September 14*	November 9
September 21	November 16*
	December 14

Berkeley Unified School District Mission:

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

Berkeley Unified School District Vision:

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

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

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

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

Values and Beliefs of Berkeley Unified School District:

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

District Goals 2010 – 2013

I. Curriculum & Instruction: Increase the academic achievement of all students through effective instruction, a challenging and engaging curriculum, and aligned assessments.

A.Pre-K: Prepare pre-school children for success in elementary school by providing age-appropriate curriculum and instruction that nurture and develop children's academic, social, emotional and physical well-being.

B.ELA and Math Instruction: Prepare all students for continued success in English Language Arts and Mathematics by providing high quality instruction geared to student needs including appropriate modifications and accommodations.

C.English Language Development: Provide direct instruction in English Language Development to ensure that every English Learner gains at least one English language proficiency level each year.

D.Evaluation and Assessment: Use data from multiple measures to monitor student progress, guide instruction and evaluate the effectiveness of our programs, and share this information with the staff, the Board and the community.

II.Strategies to Promote Student Success: Implement strategies to engage students in their learning and interventions to eliminate barriers to student success.

A.Student Engagement: Address the needs of the whole child by engaging students in the visual and performing arts, physical education and athletics, career and technical education, and gardening and cooking programs.

B.ULSS / RTI²: Implement a continuum of academic, behavioral, and/or other intervention strategies through the Universal Learning Support System (ULSS), as ULSS is the district's model of Response to Intervention and Instruction (RtI²).

C.Positive Behavior Support: Develop and utilize a positive behavior system as well as prevention and intervention programs for specific behaviors that impede student success, such as alcohol and drug use and abuse, truancy, expressions of extreme anger, and repeated suspendable offenses.

D.Disproportionality: Reduce the disproportionate racial representation of students suspended or expelled and students identified for Special Education services.

E.Educational Options for Secondary School Students: Develop engaging and innovative educational options for secondary students, including career technical education.

F. Extended Learning Opportunities: Provide students with academic enrichment and supervised activities that complement the classroom curriculum beyond the traditional school day.

G. Transitions: Improve transitions for students as they move from pre-school to kindergarten, from elementary to middle school, from middle to high school, and from high school to post-secondary as well as the transitions from Special Education and English Learner status to the mainstream.

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

A. Family Engagement Framework: Develop greater family involvement in the schools and the community by adopting a framework that offers multiple ways for parents to partner with educators to ensure their children's success in school.

B. Family Leadership & Advocacy Training: Strengthen parents' capacity to be effective leaders in their schools and the community and advocates for their children by providing parent trainings and forums in formats that honor the cultures and languages of our community.

C. Family Advisory Council: Support the City and the Berkeley Alliance in establishing a representative Family Advisory Council to ensure parent input in the development and evaluation of the 2020 Vision projects.

D. Communication: Engage and inform our staff, families, and key partners by developing and implementing a comprehensive communications plan.

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

A. Culture and Climate of District and Schools: Ensure that all schools and departments welcome and support all our students and their families by prioritizing a focus on equity at each site, ensuring customer friendly service, and providing language access, all supported by district policy.

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

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

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

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

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

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

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: June 29, 2011
SUBJECT: Approval of the 2011 - 2012 Consolidated Application for Funding Categorical Programs, Part I

BACKGROUND INFORMATION:

Part I of the Consolidated Application for Funding Categorical Programs declares the District's intent to apply for 2011-2012 categorical program funds. The District Advisory Committee (DAC) and the District English Learner Advisory Committee (DELAC) have reviewed the application and have had an opportunity to advise staff in its preparation.

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

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

Federal and State funds for students included in the application are:

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

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

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

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

- The number of students who transferred under the "choice" option of NCLB (1)
- The number of students who received Supplemental Services under NCLB (96)

- The number of homeless students by grade and living situation (759 total)
- Expenditures for Title II Part A and Title III Part A
- School Reports for expulsions and suspensions by Ed Code violation as well as truancy
- Title I report of Program Improvement Activities by site
- Uniform Management Information Reporting System (UMIRS) report related to “persistently dangerous schools”
- Title II teacher and paraprofessional reports by site
- Prayer policy certification
- Parent Involvement Policy Certification

A complete copy of the Consolidated Application is available in the Superintendent’s Conference room for public viewing, and copies are being provided for Board members under separate cover.

DISTRICT GOAL

V. Resources: Generate and Equitably Allocate Resources for Programs and Services that Enable Every Student to Succeed

POLICY/CODE

Education Code Section 64000-64001

FISCAL IMPACT

Approximately \$2,218,045 in supplemental funding for categorical programs

STAFF RECOMMENDATION

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

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: June 29, 2011
SUBJECT: Adoption of New Textbooks for Economics, Environmental Science, and Academic Language Development at Berkeley High School

BACKGROUND INFORMATION

Berkeley High School staff is recommending four new textbooks: *Krugman's Macroeconomics for AP*, *Economics by Example*, *Environmental Systems and Societies*, and *English 3D*.

Economics

Krugman's Macroeconomics for AP, by Margaret Ray and David Anderson, closely follows the AP Course Outline, taking teachers and students through the required material in a sequence and at a pace intended to help students attain optimal success. The text has been designed by leading experts in the field of macroeconomics and is based on research-based best practices for teaching high school students.

The text is divided into the following eight modules:

- Basic Economic Concepts
- Supply and Demand
- Measurement of Economic Performance
- National Income and Price Determination
- Financial Sector
- Inflation, Unemployment and Stabilization Policies
- Economic Growth and Productivity
- International Trade and Finance

Each section of the text references a chapter from *Economics by Example*. These chapters further show students how the economics concepts are applied in the real world.

Environmental Science

Environmental Systems and Societies, by Andrew Davis and Garrett Nagle and published by Pearson, was written specifically for the IB Environmental Systems class. It follows the syllabus outline section by section, explaining and expanding on the material in the course syllabus. This text is necessary for students in the IB program as it covers material that is not included in the previously approved AP Environmental Science book. IB classes have specific assessments and skill sets that this textbook covers in great detail.

Throughout the book, students examine the environment from the perspective of human societies, and assess their response in the light of the scientific framework used in environmental sciences. The book therefore looks at environmental issues from economic, historical, cultural, socio-political viewpoints as well as a scientific one, to provide a holistic perspective.

Academic Language Development

English 3D, by Kate Kinsella, Ed. D. and published by Scholastic, is a new curriculum to increase verbal and written interactions using academic English among long-term English Learners and the highest level of EL Newcomer students.

English 3D is designed to support English Learners by: 1) teaching academic language; 2) focusing on all aspects of advanced ELD, such as vocabulary, syntax, grammar, and register; 3) improving speaking and listening skills; 4) developing standards based writing skills; 5) engaging students with explicit, recursive instructional routines; and 6) improving reading fluency and comprehension of informational text. *English 3D* is intended to be used in the Academic Language Development (ALD) support class, and it will strengthen the ALD and SDAIE Composition curriculum. In addition, Scholastic and Kate Kinsella will provide summer training for teachers who will be using this book, and four BHS teachers have already committed to attend the training.

The Board is required to adopt textbooks for grades 9-12 in order to use funds from the State Instructional Materials Funding Program to purchase them. The textbooks were initially presented at the last Board meeting and have been on display in the Superintendent's Conference Room since that time. They are now being presented for official adoption.

DISTRICT GOAL

I. Curriculum and Instruction

POLICY/CODE

Board Policy 6161.1
Ed Code 60400

FINANCIAL IMPACT

Approximately \$12,000

STAFF RECOMMENDATION

Approve the adoption of the new textbooks for economics, environmental science and academic language development at Berkeley High School.

BERKELEY UNIFIED SCHOOL DISTRICT

To: William Huyett, Superintendent
From: Neil Smith, Assistant Superintendent, Educational Services
Date: June 29, 2011
Subject: Approval of 2011-2012 Carl Perkins Grant Application for Berkeley High School

BACKGROUND INFORMATION

The Carl D. Perkins Career and Technical Education Improvement Act of 2006 provides school districts with funding for the improvement of secondary vocational and technical education programs. The goals of this legislation are to improve career technical education programs, to integrate academic and career technical instruction, to serve special populations, and to meet gender equity needs.

The act emphasizes preparation for post-secondary education and employment, with an emphasis on achievement of a degree, certificate or credential. Its goal is to strengthen the academic and career technical skills of students through the integration of academics with career technical education (CTE) programs in a coherent sequence of courses. Special population students targeted by the grant include individuals from economically disadvantaged families, individuals with disabilities, individuals preparing for non-traditional training and employment, and individuals with other barriers to educational achievement, including limited English proficiency.

Carl Perkins funds at Berkeley High School support the following: (1) professional development in CTE; (2) the purchase of books and materials to support CTE instruction, including career-focused software; (3) a .2 certificated employee to expand CTE opportunities by offering two sections of Emergency Medical Careers; and (4) travel to conferences for CTE teachers and student field trips for CTE students.

Berkeley High School has been allocated \$46,605 in funding for the 2011-2012 school year.

DISTRICT GOAL

II.E. Educational Options for Secondary School Students

POLICY/CODE

Board Policy 6178
Ed Code 53080-53083

105 Public Law 332

FISCAL IMPACT

\$46,605 in targeted funds

STAFF RECOMMENDATION:

Approve the 2011-2012 Carl Perkins Grant Application for Berkeley High School.

DUE DATE: July 1, 2011

**Carl D. Perkins Career and Technical Education Improvement Act of 2006
 APPLICATION FOR 2011-12 FUNDING**

Local Educational Agency (LEA): Berkeley High School		County-District (CD) Code: 01-61143
Address of LEA: 1980 Allston Way Berkeley, CA 94704		Check Appropriate Box: <input type="checkbox"/> Sec. 112 - State Institutions <input checked="" type="checkbox"/> Sec. 131 - Secondary <input type="checkbox"/> Sec. 132 - Adult/ROCP
Name of LEA Superintendent or Chief Administrator: William Huyett		
Allocation Amount: \$46605		Board Approval Date:
Name of Perkins Coordinator: Title: Kristin Glenchur	Telephone Number: (510) 644-4566 Extension: Fax Number: E-mail Address: kglenchur@berkeley.k12.ca.us	
Perkins Coordinator's Address (If different from LEA address above): 1980 Allston Way Berkeley, CA 94704		
Name of LEAs CTE Advisory Committee Chair: Burr Guthrie	E-mail Address or Telephone Number: bguthrie@berkeley.k12.ca.us	

CERTIFICATION: I hereby certify that all state and federal rules and regulations will be observed and that the assurances and certifications related to this program are accepted as the conditions in the operation of this program. The funds associated with this application will support the implementation of our 2008-2012 local Career Technical Education (CTE) Plan and provide a program that is of sufficient size, scope, and quality to effectively address the career preparation needs of our students. This funding will supplement state and local CTE funds and improve, enhance, or expand our CTE programs in the 2011-12 school year. I certify that, to the best of my knowledge, the information contained in this application is correct and complete.

Printed Name of Superintendent or Designee: William Huyett	Title (If not superintendent):
Signature of Superintendent or Designee:	Date:

CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY	
Reviewed and Recommending Approval:	Date:

Final Approval:

Date:

CALIFORNIA DEPARTMENT OF EDUCATION
Secondary, Career, and Adult Learning Division
CDE 100-FSAC (01/11)

CAREER TECHNICAL EDUCATION APPLICATION
Carl D. Perkins Career and Technical
Education Improvement Act of 2006

SECTION I
SIGN-OFF FORM FOR FEDERAL AND STATE ASSURANCES AND
CERTIFICATIONS

This application is a commitment to comply with the following assurances, certifications, terms, and conditions associated with the Carl D. Perkins Career and Technical Education Improvement Act of 2006. A signature on this page confirms that the documents listed below are complete and on file in the agency and that the superintendent or an authorized designee has reviewed the documents and agrees to comply with the assurances, certifications, terms, and conditions.

The general assurances and certification are available on the CDE Web site. See page 13 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2011–12 Request for Application* for the specific link to each assurance and certification. The complete text of program specific assurance, certification, terms and conditions can be found on pages 26–32 in the *Request for Application*.

- California Department of Education General Assurances (CDE-100A)
- Drug Free Workplace Certification (CDE-100DF)
- U.S. Department of Education Debarment and Suspension (ED 80-0014)
- U.S. Department of Education Lobbying (ED80-0013)
- Perkins IV Assurances and Certifications (CDE 100)
- 2011–12 Grant Conditions

CERTIFICATION: As the duly authorized representative of the local educational agency applying for Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2011–12 funding, I have read the assurances, certifications, terms, and conditions associated with this grant and I agree to comply with all requirements as a condition of funding.

Printed Name Kristin Glenchur

Title Vice Principal

Signature _____

Date 6/20/14

SECTION II
SIGN-OFF FORM FOR REPRESENTATIVES OF SPECIAL POPULATIONS

The Carl D. Perkins Career and Technical Education Improvement Act of 2006 (Perkins IV) requires local educational agencies (LEAs) to implement strategies to overcome barriers that may be lowering special population students' rates of access to or success in career technical education (CTE) programs assisted with the funds. CTE programs must be designed to enable special population students to meet the performance level targets established for the programs. These programs must also provide the activities needed to prepare these students for high-skill, high-wage, or high-demand occupations that lead to self-sufficiency.

This form confirms that the LEA coordinators or administrators responsible for each of the programs associated with special population groups have reviewed and approved the 2011–12 Perkins IV application for funds. Each special population category **must** be signed by the LEA's designated administrator or the certificated representative responsible for that program.

Economically Disadvantaged (Title I Coordinator/Administrator)

Printed Name Christina Faulkner Title Director of Curriculum and Instruction
Signature _____ Date _____

Limited English Proficiency (English Learner Coordinator/Administrator)

Printed Name Christina Faulkner Title Director of Curriculum and Instruction
Signature _____ Date _____

Disabled (Handicapped) (Special Education Coordinator/Administrator)

Printed Name Diane Colborn Title SPED Program Supervisor
Signature _____ Date _____

Single Parent or Single Pregnant Women (Title IX Coordinator/Administrator)

Printed Name: Maria Carriedo Title Pre-School Principal
Signature _____ Date _____

Gender Equity or Nontraditional Training (Title IX Coordinator/Administrator)

Printed Name Kristin Glenchur Title Vice-Principal
Signature [Signature] Date 6/20/11

Displaced Homemaker (Title IX Coordinator/Administrator)
Note: Required only on Section 132 (Adult) applications

Printed Name Kristin Glenchur Title Vice-Principal
Signature [Signature] Date 6/20/11

**SECTION III: ASSESSMENT OF CAREER TECHNICAL EDUCATION PROGRAMS
SECONDARY CORE INDICATORS**

Instructions are on page 19 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2011-12 Request for Application.*

Secondary (continues on page 5)

Core Indicator	Definition	LEA Level 2007/08	LEA Level 2008/09	LEA Level 2009/10	State Level 2009/10	90% or more of the State level
1S1 Academic Attainment- Reading/ Language Arts	Numerator: Number of 12 th grade CTE concentrators who have met the proficient level on the English-language arts portion of the California High School Exit Examination (CAHSEE). Denominator: Number of 12 th grade CTE concentrators.	26.3%	59.38	67.46 %	33.40%	30.06%
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
1S2 Academic Attainment- Mathematics	Numerator: Number of 12 th grade CTE concentrators who have met the proficient level on the mathematics portion of the CAHSEE. Denominator: Number of 12 th grade CTE concentrators.	22.9%	44.12	60.99 %	23.0%	20.70%
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
2S1 Technical Skill Attainment	Numerator: Number of CTE concentrators enrolled in a capstone CTE course who received an "A", "B", or "C" grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards. Denominator: Number of CTE concentrators enrolled in capstone CTE courses during the reporting year.	62.3%	84.11	73.51%	58.22%	52.40%
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
3S1 Secondary School Completion	Numerator: Number of 12 th grade CTE concentrators who earned a high school diploma, or other state-recognized equivalent (including recognized alternative standards for individuals with disabilities). Denominator: Number of 12 th grade CTE concentrators who left secondary education during the reporting year.	94.38%	99.58	98.64%	87.56%	78.80%
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				

**SECTION III: ASSESSMENT OF CAREER TECHNICAL EDUCATION PROGRAMS
SECONDARY CORE INDICATORS (Continued)**

Core Indicator	Definition	LEA Level 2007/08	LEA Level 2008/09	LEA Level 2009/10	State Level 2009/10	90% or more of the State level
4S1 Student Graduation Rate	Numerator: Number of 12 th grade CTE concentrators who, in the reporting year, were included as graduated in the states computation of its graduation rate. Denominator: Number of 12 th grade CTE concentrators.	<u>94.38%</u>	<u>99.58</u>	<u>98.64%</u>	83.40%	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		72.50%				
5S1 Secondary Placement	Numerator: Number of 12 th grade CTE concentrators who left secondary education during the reporting year and entered postsecondary education or advanced training, military service, or employment, as reported on a survey six months following graduation. Denominator: Number of 12 th grade CTE concentrators who left secondary education during the reporting year and responded to a follow-up survey.	<u>98.33%</u>	<u>93.03</u>	<u>94.87%</u>	80.56%	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		21.15%				
6S1 Non-traditional Participation	Numerator: Number of CTE participants from underrepresented gender groups who were enrolled in a program sequence that leads to employment in nontraditional fields. Denominator: Number of all CTE participants enrolled in a program sequence that leads to employment in nontraditional fields.	<u>50.40%</u>	<u>52.08</u>	<u>52.01%</u>	23.50%	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		16.65%				
6S2 Non-traditional Completion	Numerator: Number of CTE concentrators from underrepresented gender groups enrolled in a capstone CTE course that leads to employment in a nontraditional field who received an "A", "B", or "C" grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards. Denominator: Number of all CTE concentrators enrolled in a capstone CTE course that leads to employment in nontraditional fields.	<u>78.85%</u>	<u>45.15</u>	<u>43.49%</u>	18.5%	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION IV: PROGRESS REPORT TOWARD IMPLEMENTING THE LOCAL CTE PLAN

The implementation of every LEA's local CTE plan directly affects the implementation of the State CTE Plan. Through the five-year duration of Perkins IV, 2008–2012, LEAs will report on the progress they have made toward implementation of their local CTE plan. This progress report is an opportunity to reflect on the goals outlined in the local CTE plan as well as noting the successes and challenges that occurred during the 2010–11 school year.

Additionally, the LEA should set measurable CTE outcomes for the 2011–12 school year based on what has been learned and the core indicator data reported in Section III.

LEA personnel must respond to the following prompts or questions:

1. In the 2010–11 application (Section IV, question 4), the LEA identified at least three goals from the local CTE plan on which it would focus during the 2010–11 school year. List these goals and share what progress the LEA has made toward achieving these specific goals? How has the LEA improved, enhanced, or expanded CTE for students during 2010–11?
 - *Increase the number of students who enroll in and successfully complete the sequence of classes in each program. We will track this via the E1 report. **We have increased the number of Green Academy students by 30 in the 10th grade, added an 11th grade Physics of Energy CTE course, added a Health Pathways course of study and, in that pathway, doubled the number of students who can take Sports Medicine and Emergency Medical Careers.***
 - *Satisfy local community and especially specific industry partners with our CTE pathways and the quality of its graduates as measured by continued or increased participation. **We continue to participate in the East Bay Green Corridor and have helped to expand the Green Career Fair to other sites, this year Laney College, where over 70 Green businesses support approximately seven new green academies in the area. We have continued to foster our relationship with PGE, and this year they offered 100k in continued support to our Green Academy.***
 - *Increased number of articulation agreements with post-secondary education institutions. **Our new health pathway continues to grow with articulation agreements with the Peralta Community College district, in particular Berkeley City College and Laney College. We also continue to work with Biotech Partners to provide certifications at Laney College.***
2. During the 2010–11 school year, what opportunities were provided to teachers to ensure they were current and up to date with their own technical skills?

CTE Staff were given the opportunity to attend a variety of trainings including East Bay Green Corridor trainings, the Pasadena Green Education Fair, ROP trainings, the Healthpathway Conference.

3. What process is used to annually evaluate the effectiveness of the CTE programs? Who is involved in the evaluation?
The district's CTE committee reviews the CST, CAHSEE, GPA and other relevant data as provided by the Berkeley Evaluation and Assessment Department. They also evaluate the relevance of the existing pathways to local business needs and the workforce development group. The committee also works with the local community colleges as well as the City of Berkeley to evaluate program needs and alignment with post-secondary programs.
4. Identify at least three measurable outcomes from the local CTE plan on which the LEA will focus in 2011–12. Please be specific.
 - Expansion of the Green Career Technical Education programs.
 - Increased exposure of middle school students to available CTE pathways.
 - Development of additional pathways available to additional students within the district at the adult school and Berkeley Technical Academy.

SECTION V : SEQUENCE OF COURSES TO BE FUNDED WITH PERKINS IV IN 2011-12

Instructions are on page 22 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2011-12 Request for Application*

Only sequences of courses identified in the LEA's approved Local CTE Plan, added or modified in the previous application, or submitted in Section VIII (Local CTE Plan Update) of this application can be supported by Perkins IV funds. List all CTE pathways even if they do not receive Perkins IV funds.

Industry Sector	Career Pathway	School Site Where the Sequence Is Offered	Amount of Perkins Funding Allocated to this Sequence	Page # in Local CTE Plan
Health Science and Medical Technology	Biotechnology Research and Development Health Informatics Support Services Therapeutic Services	Berkeley High School	18,000	31, 32, 36
Engineering and Design	Environmental and Natural Science Engineering	Berkeley High School	10,000	37
Energy and Utilities	Energy and Environmental Technology Public Utilities Residential and Commercial Energy and Utilities	Berkeley High School	18,000	37

SECTION VI: Budget Narrative

Instructions are on page 24 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2011–12 Request for Application*. See Appendix D, Sample Perkins IV Budget Narrative, to see the level of detail required in the budget narrative.

OBJECT #	EXPENDITURE DESCRIPTION	AMOUNT
1000	Certificated Salaries <ul style="list-style-type: none"> • 2 of Emergency Medical Careers teacher - \$17,000 • Teacher release/sub time for prof. development - \$4500 	\$21,500
	Subtotal for 1000 category	
2000	Classified Salaries	
	Subtotal for 2000 category	
3000	Benefits <ul style="list-style-type: none"> ▪ Certificated allocation: \$4000 ▪ Classified allocation: \$500 	\$4500
	Subtotal for 3000 category	
4000	Books and Supplies <ul style="list-style-type: none"> • New textbooks and supplies for Emergency Medical Careers class - \$3000 • New textbooks and supplemental texts for Physics of Energy class - \$3000 • Textbooks and Supplies for Health Pathway class – Biological Health Science course - \$2386 	\$8386
	Subtotal for 4000 category	
5000	Services and Other Operating Expenditures: Field trips to local Green Events - 2 x 200 students (4 buses) = \$4000 Travel and Conferences <ul style="list-style-type: none"> • Travel to Green Conferences - 4 teachers - \$3000 • Health Pathway Conference – 4 teachers - 3000 	\$10000
	Subtotal for 5000 category	
6000	Capital Outlay (list items below)	
	Subtotal for 6000 category	
7000	Indirect Rate @ LEA Percentage (minus capital outlay)	\$2219
	GRAND TOTAL	\$46605

SECTION VII: LOCAL CTE PLAN UPDATE

Applicants may update their local CTE plans annually, if necessary. This is a good time to review local CTE plan benchmarks and make adjustments to reflect progress or additions to the CTE program. This is particularly important if:

- New courses have been added to an existing program sequence.
 - i. *Energy and Utilities: Physics of Energy (11th grade CTE course in our Green Academy)*
 - ii. *Health Science and Medical Technology: Biological Health Science (10th grade CTE course as part of our Health Pathway sequence.*
 - iii. *Health Science and Medical Technology: Emergency Medical Careers (11th or 12th grade Capstone course)*
- New sequences of courses have been developed for an existing industry sector. (see above)
- A new industry sector and the corresponding sequences of courses have been developed.

If Perkins IV funds will be used to support any new industry sectors or courses not included in the original Local CTE Plan, or submitted with the 2010–11 application and approved by the CDE, a new sequence of courses worksheet must be completed. Go to the CDE Perkins Forms and Files Web page at <http://www.cde.ca.gov/ci/ct/pk/forms.asp> and download the Sequence of Courses Worksheet from the Local CTE Plan Forms.

Other updates to the local CTE plan can be submitted in narrative form with a reference to the Local CTE Plan chapter, section, and question.

Program Year: 2011 - 2012
BUDGET AND EXPENDITURE SCHEDULE

Local Educational Agency (LEA): Berkeley High School
 Authorized Signature: _____

C/D Code: 01 / 61143
 Date: 6/1/2011

Total Allocation: \$ 46,605
 Indirect Cost Rate: 5.00%
 Maximum Indirect Allowable: \$ 2,219

Select One
 ORIGINAL BUDGET
 END-OF-YEAR CLAIM

Funding Source and Purpose:
 Section 112 - State Institutions
 Section 131 - Secondary
 Section 132 - ROC/P & Adult

Object of Expenditure Classifications	(A) Instruction (including Career, Technical Student Organizations)	(B) Professional Development	(C) Curriculum Development	(D) Transportation & Child Care For Economically Disadvantaged Participants	(E) Special Populations Services	(F) Research, Evaluation & Data Development	(G) Guidance & Counseling	(H) Administration or Indirect Cost	(I) Total
At Least 85% of the grant must be spent in these areas									
1000	Certificated Salaries	\$12,000	\$3,500	\$4,000					\$19,500
2000	Classified Salaries					\$2,000			\$2,000
3000	Employee Benefits	\$4,000				\$500			\$4,500
4000	Books / Supplies	\$8,386							\$8,386
5000	Services / Operating Expenditures	\$2,500	\$2,500			\$5,000			\$10,000
6000	Capital Outlay								\$0
7000	Indirect Costs							\$2,219	\$2,219
	Total	\$26,886	\$6,000	\$4,000	\$5,000	\$2,500	\$0	\$2,219	\$46,605

See instructions on page 22 of the Carl D. Perkins Career & Technical Education Improvement Act of 2006, 2010-11 Request for Application

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: June 29, 2011
SUBJECT: 2011-2012 Designation of CIF (California Interscholastic Federation) Representatives to the League

BACKGROUND INFORMATION:

Education Code requires that school districts submit names of CIF athletic league representatives each year and confirm that the league representatives are designated by school district governing boards.

Kristin Glenchur, Vice Principal, Berkeley High School, in charge of Athletics and Bill Gaebler, Athletic Director, Berkeley High School, are the District's CIF representatives for the 2011-2012 school year.

DISTRICT GOAL:

II. A. Strategies to Promote Student Success – Student Engagement

POLICY/CODE:

Education Code, Section 33353(a) (1)

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Approve District representatives to CIF.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent
DATE: June 29, 2011
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. Approve a contract with RMA Group Companies to provide geotechnical services for the Derby field project for the Facilities Department. The cost will not exceed \$15,000. To be paid from measure I Bond. Requested by Lew Jones.
2. Approve a contract with Musson Theatrical to replace stage lights at Jefferson School. Total cost of \$24,920. To be paid from Measure BB. Requested by Steve Collins.
3. Approve a contract with Sentry Alarm to replace outdated security alarm systems at various District sites. Total cost of \$28,000. To be paid from Measure BB. Requested by Steve Collins.
4. Approve a contract with Infocus Video to replace outdated cameras and to upgrade camera systems at various District sites. Total cost of \$25,000. To be paid from Measure BB. Requested by Steve Collins.
5. Approve a contract with Starline Supply to replace selected restroom partitions at various District sites. Total cost of \$20,000. To be paid from Measure BB. Requested by Steve Collins.
6. Approve a contract with ITS Enterprises, Inc to provide Inspector of record Services for the Community Theater project. Total cost of \$15,000. To be paid from the Measure AA Bond. Requested by Lew Jones.
7. Approve a contract with John Wong to provide Inspector of record Services for the King science building boiler project. Total cost of \$15,000. To be paid from the Measure AA Bond. Requested by Lew Jones.

8. Approve a contract with Lea Baechler-Brabo to provide public information consulting services focusing on the District's Communication Plan for the 2012SY. The cost will not exceed \$36,540. To be paid from BSEP Fund 4. Requested by William Huyett.
9. Approve increase of contract with Laila Solaris PO# 111453 to provide art classes and help develop an arts integration learning plan at Washington School. The original contract in the amount of \$9,720 was issued on December 16, 2010. The additional contract amount will increase the cost by \$1,060 for a total amount of \$ 10,780. To be paid from BSEP Fund 4 and PTA Donations. Requested by Rita Kimball.

DISTRICT GOAL

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

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: June 29, 2011
SUBJECT: Acceptance of Gifts/Donations

BACKGROUND INFORMATION

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

The following donations have been presented to the District:

1. Chefs Move to Schools/Partnership for a Healthier America donated 14 cooking equipment kits valued at \$2,000 each for a total donation of \$28,000 to the Network for a Health California to support nutrition-based cooking and garden classes.
2. Lifetouch Pictures donated \$68.55 to purchase school supplies for Le Conte School.
3. King PTA donated \$67.50 to pay for substitute teacher for field trip for King Middle School.
4. Jack Diaz donated \$120 through the Clorox Company Foundation Employee Giving campaign to be utilized as needed for Rosa Parks School.
5. Lu Yu donated \$53.83 and Cynthia Kuo donated \$673.05 for a total donation of \$726.88 through the Wells Fargo Community Support/United Way Campaign to be utilized as needed for Rosa Parks School.
6. Matthew and Eva Klein donated \$50, Liat Rorer \$100, Sheila and Lucas Metcalf-Tobin \$50, Stephen C. Blakespoor \$40, Madeline L. Lamperti \$40 and Michael James Cope donated \$50 for a total donation of \$330 to pay for teacher tickets to attend the BPEF banquet on May 6, 2011 for Washington School.

DISTRICT GOAL

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

BOARD POLICY

BP 3290

FISCAL IMPACT

The District received a total of \$29,312.93 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: Javetta Cleveland, Deputy Superintendent
A. Kay Altizer, Executive Director, Special Education
Date: June 29, 2011
Subject: Approve 2010-2011 Contract for Through the Looking Glass for
Special Education Department

BACKGROUND INFORMATION

The mandate for Special Education is to provide supports and service to assist students in accessing their education.

Through The Looking Glass provides highly specialized behavior support techniques, primarily with students on the autism spectrum. Services, frequency and duration are all driven by the written goals of each student's IEP.

Ongoing discussion regarding the contract between the District and agency resulted in a delay in executing the contract. The 2010-11 contract was signed in June of 2011 in the amount of \$79,813.

DISTRICT GOAL

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

POLICY/CODE

Public Contract Code 20111
Board Policy 3310

FISCAL IMPACT

\$79,813, funded by the Special Education budget

STAFF RECOMMENDATION

Approve the 2010-2011 contract for Through the Looking Glass.

Berkeley Unified School District MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is dated this 1st day of July, 2010, by and between Berkeley Unified School District hereinafter referred to as BUSD and **Through the Looking Glass**, hereinafter referred to as "Contractor" whose place of business is 3075 Adeline St., Suite 120, Berkeley, CA 94703, for Professional Services.

This Memorandum of Understanding represents the services which Contractor will provide to the BUSD at school, parental home, or community during the 2010-2011 school year.

ARTICLE I: DESCRIPTION OF THE CONTRACTING AGENCY – Contractor

Through the Looking Glass (TLG) is a disability and Deaf community-based nonprofit organization which has pioneered clinical and supportive services, as well as training and research benefitting families with disabilities. TLG is funded by the U.S. Department of Education as The National Center for Parents with Disabilities, conducting research and providing technical assistance and training throughout the U.S. Under this contract, TLG specialists serve students on the autism spectrum.

ARTICLE II: STATEMENT OF SERVICES TO BE PROVIDED

TLG utilizes a technique known as "Floor Time," encouraging the child in play to increase play exchanges, which strengthens reciprocity, social awareness, problem solving and language development.

ARTICLE III: TERM OF SERVICES

Contractor shall commence work on July 1, 2010. Work to be completed by June 30, 2011.

ARTICLE IV: REQUIREMENTS OF THE BUSD

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

ARTICLE V: TECHNICAL DIRECTION

Performance of the work under this MOU shall be subject to the direction of BUSD Executive Director of Special Education and Health Services.

ARTICLE VI: FINGERPRINTING AND TB CLEARANCE

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

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

**Berkeley Unified School District
MEMORANDUM OF UNDERSTANDING**

serious or violent felony.

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

INITIALS OF Contractor *MK*

ARTICLE VII: INSURANCE

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

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

- b) **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

Berkeley Unified School District MEMORANDUM OF UNDERSTANDING

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

ARTICLE VIII: DEFENSE AND INDEMNIFICATION

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

ARTICLE IX: COMPENSATION FOR SERVICES

- a) The BUSD agrees to pay Contractor a total of \$79,813 for the services described above. Complete the chart below to provide justification for the total contract cost. List the description of services, the number of staff providing services, hourly rates, and costs of materials to be provided.

Contract Cost Justification for MOU				
# staff / presenters	Description of services to be provided	Hourly/Daily Rate or cost	Qty	Total
2	specialized behavior support therapy per IEP (see attached spreadsheet)	\$ 102.00	n/a	\$79,813.00
		\$		\$
Description of materials provided by Contractor (i.e., binders, workbooks, CDs/DVDs, etc.)		Cost	Qty	Total
		\$		\$
		\$		\$
If needed, provide additional detail justification below.			Total :	\$

- b) The BUSD agrees to pay the Contractor the contracted amount in monthly payments. Each payment will be based on an invoice submitted by the Contractor on the last day of each month. The invoice is to be generated by the Contractor on appropriate letterhead or form and shall include: description of services rendered during the invoice period; date and hours of services, hourly rates of staff or the specific services

Berkeley Unified School District MEMORANDUM OF UNDERSTANDING

provided during the month and a total. Invoices are to be sent to **the Office of Special Education, Berkeley Unified School District, 2134 MLK Jr. Way, Berkeley, CA 94704.**

- d) The Contractor shall maintain accurate records of costs incurred in performance of this MOU and shall make such records available to the BUSD upon request.

ARTICLE X: TERMINATION

- a) **For Cause:** BUSD may terminate this MOU upon giving of written notice of intention to terminate for cause. Cause shall include:
- i) material violation of this MOU by the Contractor; or
 - ii) any act by Contractor exposing BUSD to liability to others for personal injury or property damage; or
 - iii) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.
- BUSD may secure the required services from another Contractor. If the expense, fees, and/or costs to BUSD exceeds the cost of providing the service pursuant to this MOU, the Contractor shall immediately pay the excess expense, fees, and/or costs to BUSD upon the receipt of BUSD's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to BUSD.
- b) **Without Cause By BUSD:** BUSD may, at any time, with or without reason, terminate this MOU and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by BUSD shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- c) **Upon Termination:** Contractor shall provide BUSD with all documents produced maintained or collected by Contractor pursuant to this MOU, whether or not such documents are final or draft documents.

ARTICLE XI: PRIOR AGREEMENTS

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

ARTICLE XII: SEVERABILITY

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

ARTICLE XIII: ALTERNATIVE DISPUTE RESOLUTION

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

ARTICLE XIV: COMPLIANCE WITH LAWS

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

**Berkeley Unified School District
MEMORANDUM OF UNDERSTANDING**

ARTICLE XV: COPYRIGHT

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

ARTICLE XVI: AMBIGUITY

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

ARTICLE XVII: ASSIGNMENT

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

ARTICLE XVIII: GOVERNING LAW

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

CONTRACTOR

Contractor / Agency Name: Through the Looking Glass

Address: 3075 3175 Adeline, Suite 120, Berkeley, CA 94710

Contractor's Contact Person: Megan Kirshbaum, Ph.D.

Title: Executive Director

Telephone: (510) 848-1112, X 8102 e-mail: megan_kirshbaum@lookingglass.org

Signature: Megan Kirshbaum, Ph.D. Date: 6/22/11

BERKELEY UNIFIED SCHOOL DISTRICT

By Superintendent / Deputy: _____

Signature: _____ Date: _____

CERTHOLDER COPY

NB



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 09-12-2010

GROUP: 000834
POLICY NUMBER: 0001818-2010
CERTIFICATE ID: 14
CERTIFICATE EXPIRES: 09-12-2011
09-12-2010/09-12-2011

BERKELEY UNIFIED SCHOOL DISTRICT
SPECIAL EDUCATION DEPARTMENT
2134 MARTIN LUTHER KING JR WAY
BERKELEY CA 94704-1109

NB

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
Authorized Representative

Douglas V Stewart
Interim President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

Three horizontal lines

EMPLOYER

THROUGH THE LOOKING GLASS, INC. (A NON-PROFIT CORP.)
2188 BTH ST
BERKELEY CA 94710

[GMT,CS]

Business Entity Detail

Data is updated weekly and is current as of Friday, June 10, 2011. It is not a complete or certified record of the entity.

Entity Name:	THROUGH THE LOOKING GLASS
Entity Number:	C1111550
Date Filed:	05/14/1982
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	2198 6TH STREET, SUITE #100
Entity City, State, Zip:	BERKELEY CA 94710
Agent for Service of Process:	MEGAN KIRSHBAUM
Agent Address:	2198 6TH STREET, SUITE #100
Agent City, State, Zip:	BERKELEY CA 94710

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) THROUGH THE LOOKING GLASS	
	Business name, if different from above SAME AS ABOVE	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 3075 ADELIN STREET, SUITE #120	Requester's name and address (optional)
	City, state, and ZIP code BERKELEY, CA 94703	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number : : :
or
Employer identification number 94 : 2823116

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>mdjurencio</i>	Date ▶ <i>06.22.2011</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Lew Jones, Director of Facilities
DATE: June 8, 2011
SUBJECT: Approve a Contract With CF Contracting to Improve the Accessibility of the Berkeley High School Community Theater

BACKGROUND INFORMATION

On April 27, 2011, the Board approved the advertisement of a project to improve the accessibility of the Berkeley High School Community Theatre. Bids were received on June 22, 2011. Four bids were submitted. We are recommending award to the low bidder. The low bid is approximately \$80,000 under the budget. There was an alternate bid to replace one set of double doors and hardware. Although the price for the alternate is slightly higher than expected, the project will be improved by accepting the alternate. Staff recommends the award of the base bid and the alternate.

DISTRICT GOAL

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

POLICY/CODE

Public Contract Code 20110 – 20118.

FISCAL IMPACT

Cost to be paid from Measure AA Funds. The total project budget will decrease by approximately \$90,000.

STAFF RECOMMENDATION

Approve CF Contracting to improve the accessibility of the Berkeley High School Community Theater in the amount of \$383,900.

BERKELEY UNIFIED SCHOOL DISTRICT

RESOLUTION No. 11-72

Authorization to Award Contract for Berkeley Community Theater Accessibility Project No. 804.1102

WHEREAS, in accordance with Uniform Public Construction Cost Accounting procedures, bids were solicited for Berkeley Community theater Accessibility Project No. 804.1102. Bids were opened on June 22, 2011 at 11:00am, and the following four bids were received and deemed qualified:

CONTRACTOR	BASE BID	Alt #1
CF Contracting	\$378,000	\$5,900
Rodan Builders	\$485,000	\$2,800
Pacific Coast Reconstruction & Building	\$519,849	\$2,000
Omni Construction	\$582,000	\$10,000

WHEREAS, CF Contracting is the lowest bidder and is deemed to be responsive, responsible and qualified to complete the work according to the specifications in project number 804.1102 documents;

NOW, THEREFORE, BE IT RESOLVED that the bid of CF Contracting, for the Base Bid and Alternates #1 in the amount of \$383,900 be accepted; and the Deputy Superintendent and/or Purchasing Agent of this Board are hereby authorized to enter into a contract with said bidder for said amount in accordance with law.

PASSED AND ADOPTED by the Board of Education of the Berkeley Unified School District this 29th day of June, 2011.

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Public Contract Code: 20111
Board Policy: 3310

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Lew Jones, Director of Facilities
DATE: June 29, 2011
SUBJECT: Final Agreement With the REALM Charter School
Concerning its Facility Request

BACKGROUND INFORMATION

On April 27, 2011, the Board approved the outlines of an agreement with REALM Charter School. The attorneys from both parties have finalized an agreement that reflects the Board approval. That agreement is attached to this cover memo.

DISTRICT GOAL

V-B – Parcel Tax and Bond Revenues: Provide the best possible education for all students by effectively utilizing local parcel tax and bond revenues. Possibly also, II-E Develop engaging and innovative educational options for secondary students.

POLICY/CODE

Education Code 47614, 47605 et seq., Administrative Code 11969.9-11969.11.

FISCAL IMPACT

Cost to implement will be approximately \$225,000 in bond interest and approximately \$5,075,000 in bond expenditures. REALM Charter School will pay \$6.90 per square feet per year for reimbursement of district maintenance costs.

STAFF RECOMMENDATION

Approve an agreement with REALM Charter School and authorize the Superintendent to sign that agreement.

**FACILITIES AGREEMENT
BY AND BETWEEN
BERKELEY UNIFIED SCHOOL DISTRICT AND
REALM CHARTER SCHOOL
IN LIEU OF PROPOSITION 39**

THIS FACILITIES AGREEMENT (“Agreement”) is made this _____ day of _____, 2011, by and between the Berkeley Unified School District, a public school district organized and existing under the laws of the State of California (“District”) and REALM Charter School, a California public charter school (“Charter School”), operating two separate charter schools, a middle school and a high school, within the geographic boundaries of the District. The District and the Charter School are collectively referred to as “the parties.”

R E C I T A L S

WHEREAS, the Charter School is a California charter school under a charter granted by the District and operating pursuant to its Charter - and any Memorandum of Understanding (“MOU”); and

WHEREAS, pursuant to the requirements of California Education Code section 47614 and its implementing regulations (“Proposition 39”), on November 1, 2010, the Charter School submitted to the District a written request for facilities for the 2011/12 school year; and,

WHEREAS, pursuant to Title 5 of the California Code of Regulations, section 11969.1(b), the District and Charter School have mutually agreed to an alternative arrangement to the allocation of facilities under Proposition 39; and

WHEREAS, the District desires to grant the use of certain space and furnishings and equipment to the Charter School upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

Section 1. Charter School Allocation and Use of Facilities.

(a) Academic Year 2011/2012.

1. The Charter School will house its 6th grade and 9th grade student population at a privately-owned facility, located at 2023 Eighth Street, Berkeley, CA (“REALM School

Site”). The Charter School shall be solely responsible, legally and financially, for negotiating and securing a lease for said private facility.

Unless otherwise specifically agreed to by the District in writing, the District shall have no interest in or obligations with respect to any lease of the REALM School Site. The Charter School shall defend and hold District harmless from any and all claims or actions related to or in connection with the Charter School lease of the REALM School Site and/or use thereof.

2. The District shall grant Charter School use of the gymnasium on the District’s West Campus, located at ___ Bonar St., Berkeley, California (“West Campus,” “West Campus Site,” or “Facility”); provided, however, that use of the gymnasium would be offered on an “as is” condition. The parties will establish a sharing schedule and agreement with respect to the use of the gymnasium. Charter School shall also have access to the play fields at West Campus on terms to be agreed upon with the District. The District shall have no obligation to repair and/or equip the gymnasium for the Charter School’s use. The District shall not have any other obligation to provide non-teaching or specialized teaching space to the Charter School. However, with respect to access to the swimming pool, the parties understand that the Charter School will work with the City of Berkeley, which controls access to the pool.

(b) Academic Year 2012/2013.

During the 2012/2013 academic year the Charter School will house its students as follows:

1. Grades 6, 7 and 9 will be housed at the REALM School Site at 2023 Eighth Street, Berkeley, CA.
2. The District shall grant Charter School use of four (4) classrooms an office, and a suitable lab space on West Campus, to house the Charter School’s approximately 100 10th grade students.
3. It is understood by the parties that three (3) of the four (4) classrooms will be located in the newly renovated facilities currently under construction in the West Campus Administration Building.

4. It is further understood and agreed that the remaining one (1) classroom and the lab may be housed in the current shop building on the West Campus.
5. Although no portable restrooms will be provided by the District, the Charter School may use the existing restrooms located near the shop building.
6. The Charter School and the District will work collectively to define the scope of work for remodel of the shop building to accommodate the Charter School's program commencing academic year 2012/2013. The parties do not believe that the total cost of the renovations to the West Campus facilities described herein will exceed the \$75,000 budgeted by the District for its completion.
7. The District shall grant Charter School use of the West Campus gymnasium; provided, however, that use of the gymnasium would be offered on an "as is" condition. The District shall have no obligation to repair and/or equip the gymnasium for the Charter School's use.

(c) Academic Year 2013/2014.

During the 2013/2014 academic year the Charter School will house its students as follows:

1. The Charter School's entire middle school program (Grades 6, 7 and 8) will be housed at the Realm School Site at 2023 Eighth Street, Berkeley, CA.
2. The Charter School's high school program (Grades 9, 10 and 11) will be housed at West Campus. The Parties acknowledge that Charter School is projecting an enrollment of 100 students per grade level in the 2012/2013 school year, and that the Parties shall use the procedure set forth in Section 3 of this Agreement should Charter School project a greater number of students.
3. The District and Charter School agree to meet and confer in July and August, 2011: (1) to develop the program and design the space and (2) to establish a schedule and maximum cost for the construction of the future improvements to accommodate the Charter School's high school program in academic year 2013/2014. The current construction budget for this project is estimated

to be \$3.6 million, and the total project budget is estimated to be \$5 million. REALM projects enrolling at least 100 students per grade level during the 2012/13 school year.

4. The agreed upon terms and conditions of the proposed construction of the Administration Building classrooms shall be set forth in a duly executed Memorandum of Understanding or Addendum to this Agreement.
- (d) Academic Year 2014/2015. The parties acknowledge that the Charter School's high school program will expand to Grades 9-12 in academic year 2014/2015.

Section 2. Furnishing and Equipment.

- (a) The District will supply: (1) up to One Hundred Sixty Thousand Dollars (\$160,000) of furnishing and equipment in academic year 2011/2012 and (2) up to an additional Eighty Five Thousand Dollars (\$85,000) of furnishing and equipment in academic year 2012/2013. The District shall purchase furnishings and equipment necessary for Charter School (specifically, student desks, chairs and blackboards) and additional front office furnishings and equipment at the West Campus Site and REALM School Site. The obligations set forth in this paragraph shall be the District's only obligations with respect to furnishings and equipment during the term of this Agreement.
- (b) The furnishings and equipment shall remain the personal property of the District. The Charter School shall not sell or otherwise dispose of furnishings or equipment and the District will not replace furnishings and equipment disposed of by the Charter School. The Charter School shall return all District-owned furnishings and equipment to the District upon vacating the REALM School Site in the same condition as received, with the exception of reasonable wear and tear. The parties shall develop a mutually agreeable inventory of the furnishings and equipment that will be provided pursuant to this Agreement.

Section 3. Waiver of Rights under Proposition 39. The Charter School hereby waives its rights under Proposition 39 for: (1) five [5] years for the Charter School's middle school program and (2) two [2] years (2011/12 and 2012/13) for the Charter School's high school program. For the 2012/2013 school year, Charter School agrees to limit its request

for facilities for the high school to the four [4] classrooms, one [1] lab space, and use of the gymnasium on an “as is” basis, as set forth in Section 1(b) of this Agreement. It is understood and acknowledged by the parties that, except as expressly set forth otherwise, Charter School’s use of District facilities herein is not being granted pursuant to its Proposition 39 facility request. Rather, the parties agree that this Agreement is made in lieu of the Charter School’s Proposition 39 facility request.

Starting with the 2013/2014 school year, through the end of the term of this Agreement, the District and Charter School, no later than October 15 prior to the school year for which facilities are requested, will meet and confer in an attempt to agree upon an ADA projection upon which the District will allocate classroom space, specialized classroom space and non-teaching space to the Charter School during the school year for which facilities are requested. In the event that the parties do not agree upon a projected ADA for the school year in question, the parties shall utilize the procedures and timelines set forth in 5 C.C.R. section 11969.9 to make a request for facilities and provide a projected ADA for the school year in question, for the limited purposes of determining the allocation of classroom space, specialized classroom space and non-teaching space to the Charter School during the school year in question at West Campus. In the event that the parties engage in the process set forth in 5 C.C.R. section 11969.9 for a particular school year, the over-allocation penalty, shall apply by mutual agreement of the parties for that school year. Starting in the 2012/13 school year, and in each year thereafter, the pro-rata share set forth in Section 6(a) of this Agreement shall be assessed to the Charter School.

Section 4. Term. The term of this Agreement shall be for five (5) years, commencing on July 1, 2011 and ending on June 30, 2016, unless the Charter School ceases operations, either voluntarily or involuntarily. The District makes no guarantee or representation that the facilities allocated in this Agreement will be available for any additional term beyond the current term and/or that the facilities may not be required to be shared with other programs or District charter schools in future years. The District retains all rights including the right to move the Charter School in the future in conformity with law.

Section 5. Termination. This Agreement will automatically terminate upon the effective date of any termination, non-renewal, or revocation of Charter School’s charter or the cessation of Charter School’s operations for any reason or upon the commission of a default or breach of its obligations by Charter School, on the terms set forth in Section 5 of this Agreement. The occurrence of any one or more of the

following events shall constitute a default and material breach of this Agreement by Charter School:

- (a) The failure by Charter School to make timely payment of any fees to the District due under this Agreement where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School.
- (b) The failure by Charter School to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Charter School (including shared use terms, if applicable) where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School, unless, however, the nature of the default is such that the same cannot reasonably be cured within said 30 day period. Charter School shall not be deemed to be in default if Charter School shall within the 30 day period commence such cure, and by the reasonable determination of the District, diligently prosecute the cure to completion within a reasonable period of time, not to exceed one hundred twenty (120) days;
- (c) Revocation or non-renewal of Charter School's charter by the District or cessation of the Charter School's program for any reason;

1. In the event that the Charter is revoked, in whole or in part, under either Education Code section 47607(c)(3) or (4), or both, upon the effective date of the revocation, the District shall have the right to reclaim possession of the Facilities upon five (5) days notice. At the District's sole discretion, the District may choose to allow Charter School to occupy the Facilities on a holdover basis on a month-to-month basis, upon a fee to be mutually agreed upon by the parties, with both parties having the right to terminate the holdover period upon thirty (30) days notice.

2. In the event that the Charter is revoked under Education Code section 47607(c)(1) or (2), the Charter School shall be entitled to continued occupation of the facilities during the pendency of any statutory appeals under Education Code section 47607. However, in no event shall this right to continued occupation of the West Campus Site pending appeal continue subsequent to the expiration of the term of this Agreement.

- (c) The failure by Charter School to utilize the Facilities for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School's charter and any MOU.
- (d) The failure of Charter School to limit its use of the Facilities to the space allocated to Charter School pursuant to this Agreement and in conformity with the District's policies and practices for use of District facilities. The District shall provide Charter School with written notice of any changes to District policies or practices for use of District facilities within twenty (20) business days of the implementation of those changes, and Charter School shall not be obligated to comply with those changes until it has received such notice.
- (e) In the event of the failure of the District to perform any of the terms or conditions of this Agreement, where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School, Charter School shall have the right to exercise any remedy to it available under the law, unless, however, the nature of the default is such that the same cannot reasonably be cured within said 30 day period. District shall not be deemed to be in default if District shall within the 30 day period commence such cure, and by reasonable determination of the Charter School, diligently prosecute the cure to completion within a reasonable period of time, not to exceed one hundred twenty (120) days.

Section 6. Costs.

- (a) The District estimates that the pro-rata charge for the Charter School's use of the Facilities (high school only) shall be \$6.90 per square foot as calculated in conformity with Cal. Code Regs., tit. 5, § 11969.7. The parties shall meet and confer over the final pro rata charge before it is implemented. The space allocated to Charter School for its exclusive use for the 2012/13 school year is estimated to be as follows: 2,880 s.f. (3 classrooms); 1,000 s.f. (laboratory space); 500 s.f. (office space); [To Be Determined] (gymnasium, fields). The square footage for the gymnasium shall be prorated in proportion to the percentage of time which the Charter School has exclusive access to the gymnasium. The pro-rata share shall be recalculated each year in accordance with the Proposition 39 regulations. Notice of the new pro-rata share each year shall be provided to the Charter School by April 1st prior to the start of the school year. Payment for the pro-

rata share will be payable in 10 monthly payments. The first payment shall be due no later than August 1, and each additional payment will be due on or before the first day of each month thereafter. The District will determine the final calculation of Charter School's pro-rata share upon the completion of the unaudited actuals for the fiscal year in question, and shall conduct a reconciliation of the amount paid by Charter School.

Section 7. Utilities. This Section 7 applies only to the Charter School's high school facilities. To the extent possible, the charter school shall be solely responsible for the costs of all utilities used or consumed by the charter school, including the cost of internet access services. If utilities cannot be separately metered, the charter school shall be responsible for the cost of utilities on a pro-rata basis according to the proportion of square footage occupied at the West Campus Site relative to that of the District. Charter School will bear sole responsibility for all utilities at the REALM School Site located at 2023 Eighth Street, Berkeley, CA.

Section 8. Maintenance of Facilities. This Section 8 applies only to the Charter School's high school facilities. The Charter School shall be responsible for the ongoing operations and maintenance of the facilities, furnishings and equipment, as provided by 5 C.C.R. section 11969.4. If Charter School desires, it may request that the District provide landscape and grounds maintenance or custodial service, which shall be at an additional cost to be determined by the District. In the event that the District provides such services, it shall be entitled, at its option, to include the costs of such maintenance in the "facilities costs" used to calculate the Charter School's pro rata share under 5 C.C.R. 11969.7. If Charter School elects to provide its own landscape and grounds maintenance or custodial services, Charter School shall comply with all District's policies and practices for maintenance of its facilities and grounds. Notwithstanding the foregoing, however, Charter School shall be solely responsible for providing all supplies necessary for maintenance, for custodial services as well as all restroom supplies. District shall be responsible for repair of vandalism not caused by the Charter School or its students, employees, agents, representatives or invitees, and consistent with District policy for District schools. Charter School shall be responsible for repairs or corrections required as the result of damage caused by Charter School, its students, employees, agents, representatives or invitees.

District shall assume the cost and responsibility for projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 and the

replacement of furnishings and equipment supplied by the District in accordance with District schedules and customary practices. The District shall be responsible for the major maintenance of the Facilities. For purposes of this section, “major maintenance” includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, communication wiring, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be the Charter School’s responsibility. District shall have access to the Facilities to perform maintenance and inspections and will coordinate such work with the Charter School administration.

Contact Information:

Emergency:

District: School Police:

Charter Site Administrator: _____

Charter Lead Operations: _____

Major Maintenance Request:

District:

Minor Maintenance Request for Service:

District:

The District shall have obligation no obligation to maintain or repair, in any capacity, the REALM School Site located at 2023 Eighth Street, Berkeley, CA. Charter School will bear sole responsibility for all maintenance at the REALM School Site located at 2023 Eighth Street, Berkeley, CA.

Section 9. Installation of Improvements. This Section 9 applies only to the Charter School’s high school facilities. No structures, improvements, fixtures (as defined in Civil Code 660), alterations (including painting of any interior or exterior surfaces), or facilities, shall be constructed, erected, altered, added, or made on or within the Facilities without the prior written consent of District and subject to terms agreeable to District, and, if required, the Division of State Architect. In the event Charter School makes any modification to the Facilities in violation of this provision it shall be required to restore the Facilities to its original condition at Charter School’s sole expense and shall pay a fee in the amount of one thousand dollars (\$1,000) per day for each day that the Facilities is out of conformity with its original condition. “Original condition” as used in this provision shall refer to the condition in which the Facilities existed upon the walk through as referenced in Section 10.

Section 10. Condition of Property. This Section 10 applies only to the Charter School's high school facilities. The District agrees to provide a facility suitable for use as an instructional school site. The Charter School shall have an opportunity to conduct a "walk-through" the Facilities with District Personnel to inspect and notate the condition of the facilities at the time of turnover. The Charter School, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the West Campus Site. District is responsible for appropriate modifications to existing facilities that may be necessary to comply with new or existing laws or regulations consistent with the support provided to other District school sites, except that the Charter School shall be responsible for modifications caused or triggered in part or in whole by its use and/or occupation of the sites or facilities.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Facilities in whole or in part as a result of the Charter School's use and occupancy thereof, the Charter School, at its expense, shall be obligated to clean all the property affected, to the satisfaction of the District and any governmental agencies having jurisdiction over the West Campus Site. Where the resulting discharge, leakage, spillage, emission, or pollution results from a facilities system failure, the District will assume responsibility for required clean up of the affected property.

Section 11. Title to Property. This Section 11 applies only to the Charter School's high school facilities. The parties acknowledge that title to the Facilities is held by the District and shall remain in the District at all times. In the event Charter School fails to limit its use of the Facilities to the space allocated to Charter School pursuant to this Agreement it shall be in breach of the Agreement as set forth in Section 5(e).

Section 12. Fingerprinting. Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1. The District shall be responsible for complying with all criminal background check laws for all employees or vendors that it directs to the Facilities for any work to be performed at its direction.

Section 13. Insurance. The Charter School shall, at its sole cost and expense, commencing as of the date of this Agreement, and during the entire Term hereof, procure, pay for and keep in full force and effect the following insurance:

- (a) **General Liability Insurance.** The Charter School shall maintain throughout the Term of this contract, at its own expense, general liability insurance with limits of liability of \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If any form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. This insurance shall include products and completed operations of the same limits as the policy limits. This insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (iii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- (b) **Automobile Liability.** The Charter School shall maintain throughout the Term of this Agreement at its own expense, automobile liability insurance with limits of liability of \$2,000,000 per occurrence, for owned, non-owned or hired vehicles. If any form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. Such insurance shall apply to any automobile, Symbol 1 of the ISO Form. Such insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (iii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- (c) **Property Insurance.** The District will continue to maintain its current levels of first party insurance on the structures on the West Campus Site. The Charter School shall secure and maintain property insurance that addresses business interruption and casualty needs, including flood and fire, and other hazards with replacement costs coverage for all assets listed in the Charter School's property inventory and consumables. The Charter School shall secure property coverage

with a minimum policy limit of 80% of the fair market value of the Charter School's contents.

- (d) **Workers' Compensation insurance** as required by the State of California and Employer's Liability insurance (for lessees with employees). This insurance shall be endorsed to include the following: (i) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (ii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- (e) The Charter School shall carry any other insurance as required by law or its charter.

Any and all deductibles or self-insured retentions applicable to the above required insurance shall be specifically approved by the District prior to its application, except the Property Insurance required above may include a deductible of not more than \$10,000 without prior approval.

The insurances required above shall be provided by a company or insurance joint powers authority with the consent of the District prior to commencement of such insurance.

The Charter School shall provide proof of such insurance prior to taking possession of the Facilities, including copies of the endorsements specifically required above. The Charter School shall provide proof of renewal of any insurance required above, including any endorsements required, at least 15 days prior to the expiration of such insurance.

Section 14. Indemnification. The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter District and District Personnel) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of the Charter School's use of the Facilities and/or the REALM School Site or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Facilities and/or the REALM School Site and/or use of the Facilities to the Charter School. This indemnity and hold harmless provision shall

exclude actions brought by third persons against the District arising out of the willful negligence or intentional acts, errors or omissions of the District and/or District Personnel.

The District shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Charter School, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter Charter School and Charter School Personnel) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Charter School and/or Charter School Personnel, that may be asserted or claimed by any person, firm or entity arising out of the District's use of the Facilities or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by District in or about the and/or use of the Facilities by the District. This indemnity and hold harmless provision shall exclude actions brought by third persons against the Charter School arising out of the willful negligence or intentional acts, errors or omissions of the Charter School and/or Charter School Personnel.

Section 15. Access. Charter School shall permit District, its agents, representatives or employees, to enter upon the Facilities for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Facilities required by this Agreement. District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants.

Section 16. Destruction of Facilities. If the Facilities are damaged by any casualty, then the District shall have the option to either promptly restore the facilities or provide the Charter School with alternate facilities. The cost of restoring the facilities under this section shall be borne by the Charter School if the cause of the casualty is the negligence or intentional act of the Charter School, its employees, agents, students or invitees, in part or in whole. The cost of restoring the Facilities under this section shall be borne by the District if the cause of the casualty is the negligence or intentional act of the District, its employees, agents, or invitees. The parties shall tender the cost of restoring the facilities to their respective insurance carriers if the casualty is caused by a third party or by act of God. The Parties, and/or their insurance carrier, reserve the right to pursue recovery or reimbursement in subrogation for any restoration to the facilities against any responsible party, including but not limited to the each other. If

restoration is to occur, it shall be performed in such a way that will cause the least disruption to the Charter School's academic program.

Section 17. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District: Attn:

If to the School: [Charter School]

Attn: Principal

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 17. Subcontract and Assignment. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall a party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other party. Charter School shall not sublease, pledge, encumber, mortgage or otherwise transfer or assign to any party whatsoever any interest in the Facilities.

Section 18. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 19. Entire Agreement of Parties. This Agreement, and all its incorporated documents, constitute the entire agreement between the parties and supersede all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the parties expressly indicating an intent to modify or amend this Agreement.

Section 20. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of

California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Alameda County, California.

Section 21. Waiver. The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 23. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 24. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 25. Severability. Should any provision of this Agreement be legally determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 26. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

BERKELEY UNIFIED SCHOOL DISTRICT

By: _____

Title: _____

REALM CHARTER SCHOOL

By: _____

Title: _____

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Delia Ruiz, Assistant Superintendent, Human Resources
DATE: June 29, 2011
SUBJECT: Resolution No. 11-56 to Eliminate or Reduce Specified Classified Positions

BACKGROUND INFORMATION

A proposal was presented to the Governing Board on June 22, 2011 detailing proposed eliminations or reductions listed in Layoff Resolution 11-56.

Due to reductions in revenues in general, categorical and restricted funds and the tenuous and precarious nature of school district financing and state and federal funding, a number of classified positions in the District will be eliminated or reduced because of lack of work or lack of funds.

In light of Education Code requirements, it is necessary for the Governing Board to set forth and act on these eliminations or reductions of classified positions so that each employee affected can be notified in a timely manner as prescribed by law and the collective bargaining agreement. Because of the shifting of and limitations in funding sources, as well as the increase in personnel costs without monies to cover those costs, these positions are being eliminated or reduced.

We regret the hardship this notification process places on employees and the uncertainty of their future employment status.

DISTRICT GOAL: V. A: Efficient Use of Resources

POLICY/CODE

Education Code Section 45117

FISCAL IMPACT

Reduction in employee costs

STAFF RECOMMENDATION

Approve Resolution No. 11-56 to Eliminate or Reduce Specified Classified Positions.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Delia Ruiz, Assistant Superintendent, Human Resources
DATE: June 29, 2011
SUBJECT: Annual Declaration of Need for Fully Qualified Educators

BACKGROUND INFORMATION

Annual declaration to the California Commission on Teacher Credentialing is required for those teachers whose assignments require emergency permits or limited assignment permits. The Board of Education must certify that there is an insufficient number of fully credentialed applicants for certain positions.

In cases where the District must employ teachers without the proper certification, the California Education Code and Title V Regulations provide the options for legal compliance.

The California Commission on Teacher Credentialing requires that this declaration be approved during a regularly scheduled public meeting, and that this declaration not appear as part of the consent calendar.

DISTRICT GOAL

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

POLICY/CODE

Education Code Section 44225.7
Title V Regulation 80026

FISCAL IMPACT

NONE

STAFF RECOMMENDATION

Approve Annual Declaration.

State of California Telephone:
Commission on Teacher Credentialing (888) 921-2682
Certification, Assignment and Waivers Division Email: credentials@ctc.ca.gov
1900 Capitol Avenue Website: www.ctc.ca.gov
Sacramento, CA 95811-4213

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: _____
(Original Declaration of Need for year) 2011-12
(: Yes) Checked
(Revised Declaration of Need for year)
(: No) Unchecked
Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District:
(Name of District) Berkeley Unified School District
District CDS Code:
(District CDS Code) 61143

Name of County:
(Name of County) Alameda
(County CDS Code) 01

County CDS Code:

By submitting this annual declaration, the district is certifying the following:

.
A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made

.
If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting

(undefined) 11

(undefined) 29

(held on) 06

held on ____/____/____ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda,

and the declaration did NOT appear as part of a consent calendar.

•
Enclose a copy of the board agenda item
(force until June 30) 2012

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, _____.

Submitted by (Superintendent, Board Secretary, or Designee):

(Title) Assistant Superintendent

(Signature (Signer's identity unknown. The document has been updated since signed.)) Signed by Delia Ruiz
<delia_ruiz@berkeley.k12.ca.us> Time: 2011.06.22 21:45:05 -07'00'

(Name) Delia Ruiz

Name Signature

Title

(Date) 06/29/2011

(Telephone Number) 510-644-4580

(Fax Number) 510-644-6150

Fax Number

Telephone Number Date

(Mailing Address) 2134 Martin Luther King, Jr. Way, Berkeley, Ca 94704

Mailing Address

(E-Mail Address) delia_ruiz@berkeley.k12.ca.us

E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

(County CDS Code)

(Name of County)

Name of County _____ County CDS

Code _____

(Name of State Agency)

Name of State

Agency _____

(County of Location)

(Name of NPS/NPA)

Name of NPS/NPA _____ County of Location

(NPS/NPA specified above adopted a declaration on)

(undefined)

(undefined)

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the

NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

(The declaration shall remain in force until June 30)

The declaration shall remain in force until June 30, _____.

- Enclose a copy of the public announcement
CL-500 2/11
Page 1 of 3

Submitted by Superintendent, Director, or Designee:
(Signature (Click to sign)) Signature field is unsigned
(undefined)
(Submitted by Superintendent, Director, or Designee)

Name
Signature Title

Fax Number
Telephone Number Date
(Fax Number)
(undefined)
(Title)
(Name)

Mailing Address
(Mailing Address)

E-Mail Address

- This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit

(checkbox) Checked
CLAD/English Learner Authorization (applicant already holds teaching credential)

Bilingual Authorization (applicant already holds teaching credential)
(checkbox) Checked

List target language(s) for bilingual authorization:
(List target language(s) for bilingual authorization) Spanish

(checkbox) Checked
Resource Specialist
(checkbox) Unchecked
Teacher Librarian Services
(checkbox) Unchecked
Visiting Faculty Permit

LIMITED ASSIGNMENT PERMITS

Estimated Number Needed
(Estimated Number Needed) 15
(undefined) 4
([1]) 1
([2])
([3])

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a

baccalaureate degree and a professional preparation program including student teaching. Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT ESTIMATED NUMBER NEEDED

Multiple Subject
(ESTIMATED NUMBER NEEDED_Multiple Subject) 1
Single Subject
(ESTIMATED NUMBER NEEDED_Single Subject) 10
Special Education
(ESTIMATED NUMBER NEEDED_Special Education) 10
TOTAL
(ESTIMATED NUMBER NEEDED_TOTAL) 21

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EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

.
A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district

.
An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?
(Has your agency established a District Intern program)

(checkbox) Unchecked
Yes

(checkbox) Checked
No

If no, explain. _____

Does y our agency participate in a Commission-approved

Yes

(checkbox) Unchecked
No

(checkbox) Checked

college or university internship program?

(If yes, how many interns do you expect to have this year) 5

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

(If yes, list each college or university with which you participate in an internship program [1]) Brandman, CSU East Bay, SF State, St. Mary's, Alliant

(If yes, list each college or university with which you participate in an internship program [2])

(If yes, list each college or university with which you participate in an internship program [3])

If no, explain why you do not participate in an internship program.
(If no, explain why you do not participate in an internship program [1])
(If no, explain why you do not participate in an internship program [2])

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Page 3 of 3

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: June 29, 2011
SUBJECT: Integrity Education Center Charter Petition

BACKGROUND INFORMATION:

Berkeley Unified School District received a charter petition from Integrity Education Center and held a Public Hearing in accordance with Education Code requirements at the Board meeting on June 8, 2011. Since the submission of the petition, District staff has completed the review process. The process included an examination of the sixteen required elements and four conditions listed below.

The Charter School Petition is expected to contain reasonably comprehensive descriptions of these sixteen elements:

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

In addition, the charter school must meet these four conditions:

- A charter school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.
- A charter school shall not charge tuition.
- A charter school shall not discriminate against any pupil on the basis of ethnicity, national origin, gender, or disability.
- A charter school shall admit all students who reside in California who wish to attend (up to the school's capacity based upon space, staff, or charter school policy).

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

- The charter school presents an unsound education program for the pupils to be enrolled in the charter school.
- The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
- The petition does not contain the number of signatures required.

- The petition does not contain an affirmation of each of the four conditions listed above.
- The petition does not contain reasonable comprehensive descriptions of the required sixteen elements.

The staff and the District's legal counsel have reviewed the charter petition, and the report of their findings is included. Based on the information contained in the report, staff is recommending that the Board deny the Charter Petition from Integrity Education Center.

POLICY/CODE

Ed Code 47605b
Board Policy 0424.4

FISCAL IMPACT

The charter school could have a negative fiscal impact on the district. The extent of the impact would be determined by the agreements reached between the charter school organizers and the District. However, according to Charter Law, no consideration can be given to the potential fiscal impact on a District when approving or denying the charter; therefore this should have no bearing on the Board's decision.

STAFF RECOMMENDATION

Deny the Integrity Education Center Charter Petition.

BERKELEY UNIFIED SCHOOL DISTRICT

STAFF REPORT REGARDING PETITION
TO FORM THE INTEGRITY EDUCATION CENTER
CHARTER SCHOOL

GOVERNING BOARD PUBLIC HEARING DATE:

June 8, 2010

GOVERNING BOARD MEETING DATE:

July 29, 2011

INTRODUCTION

The Charter Schools Act of 1992 permits school districts to grant charters for the operation of charter schools. (Ed. Code § 47600, et seq.) Charter schools “are part of the public school system,” but “operate independently from the existing school district structure.” (Ed. Code §§ 47615(a)(1), 47601.) Charter schools are established through submission of a petition by proponents of the charter school to the governing board of a public educational agency, usually a school district. The governing board must grant a charter “if it is satisfied that granting the charter is consistent with sound educational practice.” (Ed. Code § 47605(b).) Nevertheless, a governing board may deny a petition for the establishment of a charter school if it finds that the particular petition fails to meet enumerated statutory criteria and adopts written findings in support of its decision to deny the charter. (Ibid.) Once a governing board grants a charter petition, the charter school becomes a legal entity.

PROCEDURAL STATUS

The Berkeley Unified School District (“District”) received a charter petition to form the Integrity Education Center, on May 12, 2011. The Petition proposes to form a charter school serving grades 9-12 as well as students 19 years or above, with a projected student population of 150 in year one, growing to 575 in year 6. The petitioners project the following enrollment:

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
150	240	325	405	490	575

(Addendum 6, p. 1.)

Petitioners anticipate opening the school in August, 2011.

Education Code §47605(b) requires the District’s Board of Education (“Board”), within 30 days of receiving a petition, to “hold a public hearing on the provisions of the charter, at which time the governing board of the school district shall consider the level of support for the petition by teachers employed by the district, other employees of the district, and parents.” The Board held the public hearing on June 8, 2011. Education Code §47605(b) requires the board to “either grant or deny the charter within 60 days of receipt of the petition.” The Board will act on whether to grant or deny the Petition during its July 29, 2011 meeting.

Staff in Educational Services, Special Education, Fiscal, and Human Resources conducted a full review of the Petition with the assistance of legal counsel, John Yeh of Dannis Woliver Kelley, based on the following guidelines.

REVIEW OF THE PETITION

Education Code §47605(b) sets forth the following guidelines for governing boards to consider in reviewing charter petitions:

- The chartering authority shall be guided by the intent of the Legislature that charter schools are, and should become, an integral part of the California educational system and that establishment of charter schools should be encouraged.

- A school district governing board shall grant a charter for the operation of a school under this part if it is satisfied that granting the charter is consistent with sound educational practice.
- The governing board of the school district shall not deny a petition for the establishment of a charter school unless it makes written factual findings, specific to the particular petition, setting forth specific facts to support one or more of the following findings:
 - (1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.
 - (2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
 - (3) The petition does not contain the number of signatures required by statute.
 - (4) The petition does not contain an affirmation of each of the conditions required by statute.
 - (5) The petition does not contain reasonably comprehensive descriptions of the required elements of a charter petition.

Staff was also guided in its analysis by the State Board of Education regulations for the evaluation of charter petitions (hereinafter, "Regulations"). Where relevant, the content of the Education Code and Regulations is stated or paraphrased with respect to each area in which staff has identified deficiencies.

STAFF RECOMMENDATION

Staff has comprehensively reviewed the Petition, and recommends that the Petition be denied. This Report details Staff's analysis of the Petition, as well as the findings required to support its recommendations of denial.

GROUNDINGS FOR DENIAL

Thus, staff recommends that the Petition be denied for each of the reasons listed in the statute:

- The Petition does not contain reasonably comprehensive descriptions of the required elements of a charter petition.
- The Petitioners are demonstrably unlikely to successfully implement the program set forth in the Petition.
- The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.
- The Petition does not contain an affirmation of each of the conditions required by statute.

Staff's more specific findings with regard to each reason for denial are described in numbered paragraphs below with relevant statutory and regulatory requirements. Should the District's Board take action to deny the Petition, the following will constitute the written findings in support of such denial.

I. THE PETITION DOES NOT MEET THRESHOLD LEGAL REQUIREMENTS OF EDUCATION CODE SECTION 47605(A).

The California Education Code requires that charter petitions identify a single charter school that will operate within the geographic boundaries of the District, and petitions must also be signed by either (1) a number of parents or guardians equivalent to one-half the number of students the charter school estimates will enroll in the first year, or (2) a number of teachers equivalent to at least one-half the number of teachers the charter school estimates will be employed in the first year. (Ed. Code, § 47605, subs. (a)(1)(A),(B).) The petition must also be attached to the charter and include a prominent statement that a signature on the petition means that the parent or legal guardian is meaningfully interested in having his or her child or ward attend the charter school, or, in the case of a teacher's signature, that the teacher is meaningfully interested in teaching at the charter school. Id. at subd. (a)(1)(B)(3).

1. The Petition states that the charter school would locate at 6701 San Pablo Avenue, which is identified in the Petition alternatively as being in Oakland (Petition, p. 9) and Berkeley (Petition, p. 1, 89.) See section IV(D) of this report regarding other additional concerns regarding the proposed facility.

The Charter School anticipates employing 7 ½ classroom teachers in Year One, and one counselor. (Petition, p. 69.) The Petition is supported by 15 signatures, but only 5 of the signatories had credentials that would have allowed them to teach at the Charter School during the year, and that could be verified by information on the California Commission on Teacher Credentialing website. The information for the other signatories either could not be verified on the C.C.T.C. website, or had credentials (such as substitute permits) that would not have allowed them to assume a regular teaching assignment at the Charter School. However, the 5 signatures for which credentialing information could be verified meets the minimum threshold for the number of signatures required.

II. THE PETITION PRESENTS AN UNSOUND EDUCATIONAL PROGRAM. [EDUCATION CODE SECTION 47605(B)(1).]

Education Code section 47605(b)(1) permits a school board to deny a petition to establish a charter school that presents an "unsound educational program." The State Board of Education's ("SBE") regulations clarify an unsound educational program to be one that involves activities that would present the likelihood of physical, educational, or psychological harm to the students, and/or would not likely be of educational benefit to students. (Cal. Code Regs., tit. 5, § 11967.5.1(b)(1), (2).)

The Petition's description of the proposed educational program is not reasonably comprehensive. (See, Section III(A), *infra*.)

III. THE PETITION FAILS TO SET OUT REASONABLY COMPREHENSIVE DESCRIPTIONS OF MANY CHARTER ELEMENTS AS REQUIRED BY EDUCATION CODE SECTION 47605(B)(5).

The Petition also fails to set out reasonably comprehensive descriptions of most of the elements required by Education Code section 47605(b)(5).

A. Element One: A Description of the Educational Program [Ed. Code, § 47605, subd. (b)(5)(A)]

The Education Code requires a description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. (Ed. Code, § 47605(b)(5)(A)(i).) If the proposed school will serve high school students, the Petition must also include a description of the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. (Ed. Code, § 47605(b)(5)(A)(ii).)

The Regulations require the educational program description to include a framework for instructional design that is aligned with the needs of the target student population, as well as descriptions of the following: the basic learning environment, the instructional approach, including the curriculum and teaching methods that will enable the school’s students to master the content standards for the core curriculum areas and to achieve objectives specified in the charter. (Cal. Code Regs., tit. 5, § 11967.5.1(f)(1).) The Regulations further require an explanation of how the charter school will identify and respond to the needs of students who are not achieving at or above expected grade levels, how the charter school will meet the needs of students with disabilities, English learners, students achieving substantially above, or below grade level expectations, and other special populations, and the charter schools special education plan. (Ibid.)

1. Target Student Population:

The Petition identifies a target student population representing the demographics of the District’s students. (Petition, p. 8). The Petition targets students who have been, or are at risk, of dropping out of school, or who have had criminal records, substance abuse problems, or deficiencies in life skills. (Petition, p. 4.) The Petition states that the Charter School will recruit at group homes/foster care facilities, and students on probation with the juvenile justice system. (Petition, p. 5).

However, the Petition also indicates, somewhat paradoxically, that the Charter School would enroll students who are “19 an[d] older” (Petition, p. 39), at the same time claiming that “[t]he school will not enroll anyone 19 years of age.” (Petition, p. 41.) The Petition fails to address how it would comply with the legal requirement set forth in Education Code section 47612(b), which states that “[t]o remain eligible for generating charter school apportionments, a pupil over 19 years of age shall be continuously enrolled in public school and make satisfactory progress towards award of a high school diploma.” Likewise, there is nothing in the Petition, or its budget, that indicates whether the Petitioners believe that these students would qualify for funding in an adult education program under Education Code section 41976. Therefore, the Petition lacks a reasonably comprehensive description of how it would meet legal requirements for educating students who are 19 years of age, or older.

2. Proposed Curriculum/Framework for Instructional Design:

The Petition's proposed educational program is targeted to provide a dropout prevention program for grades 10-12. (Petition, p. 3) The Petitioners target students in Berkeley, Emeryville, Oakland and San Leandro. The Petition anticipates that the student enrollment would include 25.3% English Language Learners, and 55% on the Free and Reduced Lunch program. (Petition, p. 3)

The proposed educational program is based on the Apex digital learning curriculum (Petition, p. 9), and is described as an online, project-based curriculum designed to be a credit-recovery program. However, the description of the proposed educational program is not reasonably comprehensive in that it fails to adequately describe how the online curriculum will be integrated into the overall educational program. The Petition appears to be a classroom-based program, but does not describe the instructional setting, or the specific instructional methodologies or strategies to be used to teach the online curriculum. The Petition's budget and fiscal document do not appear to allocate funds for the technological resources, such as computers for students, to implement the online curriculum. (Addendum 6) At best, the Petition states that "IEC will have at least one computer on campus available for parents [sic] use." (Petition, p. 33.)

Moreover, the Petition does not contain a reasonably comprehensive description of the proposed curriculum as it does not contain a full curriculum for one course or grade level. "At a minimum, applicants should provide a full curriculum for one course or grade level as an attachment. A full curriculum should be submitted to the charter authorizer prior to the opening of school." (California State Board of Education Model Application for Charter Schools, p. 14) The Petition also fails to contain a reasonably comprehensive description of the proposed instructional materials that the Charter School would use.

The Petition nowhere contains a meaningful description of the pedagogical approach that would make the proposed charter school successful in redressing academic difficulties of the at-risk population it would target. Correspondingly, nothing in the Petition explains why project-based instruction or an environment in which students will utilize multiple-intelligence skills would improve learning. The Petition proposes to serve an at-risk population in danger of dropping out from the public school system, yet fails to contain a reasonably comprehensive description of specific instructional strategies designed to succeed where previous efforts have failed.

3. Special Education Program and Section 504 Compliance:

The Petition's description of how the proposed charter school will meet the needs of special education students is generic and, in places, unconventional. For example, the Petition states:

If the student has already been evaluated under the IDEA, those evaluations shall be carried out by the 504 team who will evaluate the nature of the students [sic] disability and the impact upon the students [sic] education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and /or ... [sic] (Petition, p. 20.)

It is unclear how evaluations already performed pursuant to a referral under the Individuals with Disabilities Education Act ("IDEA") will be "carried out by the 504 team," which

apparently will evaluate the student again. If an evaluation is conducted for purposes of determining IDEA eligibility, why would the 504 team need to “carry out” an evaluation that has already been completed? The above-cited provision ends in mid-sentence, leaving this question unresolved.

The description of Section 504 compliance indicates that determinations as to special education eligibility will be made solely on evaluation data, without reference to anecdotal information provided by teachers or parents. (Petition, p. 21.) This is an incomplete, and therefore not a reasonably comprehensive, approach to eligibility determinations.

The Petition does not provide sufficient information regarding Section 504 compliance. Section 504 would be a separate obligation of the proposed charter school for addressing student needs that may not result in identification for special education services. Yet, the Petition indicates that it will turn to the District for funding and assistance in meeting its obligations under Section 504: “Pursuant to Education Code Section 47646 (b), the district shall provide the school with funding and or services reasonably necessary to ensure that all students with exceptional needs, who attend the school, are provided a free and appropriate education.” (Petition, p. 23.) The Petition appears to misunderstand Section 504 compliance to be a special education function.

In addition, the Petition does not identify the official designated for overseeing Section 504 compliance or its Section 504 Plan and procedures for implementation.

While relatively lengthy, the Petition’s description of the special education program under the IDEA (at pp. 24 et seq.) is not comprehensively explained, is entirely boilerplate, and fails to inspire any confidence that the Petitioners understand this complex area of education and law. The description evades substantive analysis because it is clear from the absence of detail regarding the special education program that Petitioners do not understand child find, the continuum of placements, the need for properly credentialed and highly qualified special educators and service providers, the individualized education program (“IEP”) process, and/or the difficulty of material implementation of IEPs.

4. Low -Achieving Students, High Achieving Students, English Language Learners: (Cal. Code Regs., tit. 5, § 11967.5.1(f)(1).)

The Petition addresses the plan for educating low-achieving students on Page 15. The Petition describes the basic components of such a plan, including assessment, tutoring by volunteers from local universities and preparation of an improvement plan. However, the Petition fails to contain a reasonably comprehensive description of how this plan would be carried out. For example, the Petition fails to identify how the school would obtain qualified school volunteers to conduct tutoring, and how the school would implement safety measures such as fingerprinting. The Petition also states that the tutoring would be mandatory without specifying how participation would be enforced. Since the Petition contemplates that the Charter School would serve a population at risk of dropping out, there is a need for a comprehensive description of a rigorous intervention program for low-achieving students. The Petition fails to identify intervention measures, or staffing, to implement this part of the program. This section of the Petition therefore does not meet minimal legal requirements.

The Petition’s plan for educating high-achieving students (Petition, pp. 17-18) is not reasonably comprehensive. The Petition only identifies in summary fashion a number of options, such as enrollment in community college classes, adult school, independent study, returning to the District, and vocational education. None of these options are described in

any detail, though, and none of them are integrated into the Charter School's proposed curricular offerings or assessment scheme.

The Petition's proposed plan for English Language Learners (Petition, p. 29) is not reasonably comprehensive. The Petition anticipates that 25-30% of the Charter School's students will be classified as English Learners. (Petition, p. 3, 29.) The Petition only makes a passing reference to the administration of the home language survey and CELDT test. Beyond that, the Petition contains no discussion about the instructional strategies, legal obligations, reclassification procedures, instructional materials, or any other aspect of educating English Language Learners. The Petition makes a passing reference to the California Department of Education's English Language Development standards (through a link to the CDE website), which is insufficient and does not establish that the Petitioners understand the Charter School's legal obligations with respect to the education of English Language Learners.

5. Transferability of Courses

The Petition fails to contain any provisions addressing the manner in which the school would "inform parents about the transferability of courses to other public high schools," which is required by Ed. Code, § 47605(b)(5)(A)(ii) and 5 C.C.R. § 11967.5.1(f)(1).

6. Other Legal Requirements

The Petition also fails to contain a reasonably comprehensive description of the following required elements:

- the manner by which instructional resources will be provided;
- the instructional methodology that will be used;
- the valid evidence that supports the program's objectives and how learning best occurs, or an explanation for the theoretical basis supporting the program's approach to learning;
- how the charter school will accomplish the goal that students become "self-motivated, competent, and lifelong learners";

B. Elements Two and Three: Measurable Student Outcomes and Measuring Student Progress [Ed. Code, § 47605, subd. (b)(5)(B), (C)]

Regarding the descriptions of Measurable Pupil Outcomes and Methods by Which Pupil Progress in Meeting Pupil Outcomes is to be Measured, the Petition does not meet the legal requirements of Education Code section 47605, subdivisions (b)(5)(B), (C) and California Code of Regulations, title 5, section 11967.5.1, subdivisions (f)(2), (3) regarding the identification of outcomes and assessment tools and plans.

The SBE regulations provide that a petition should set out measurable student outcomes to be used by the charter school. (Cal. Code Regs., tit. 5, § 11967.5.1(f)(2).) The student outcomes should, at a minimum:

- (a) specify skills, knowledge, and attitudes that reflect the school's educational objectives and can be assessed by objective means that are frequent and sufficiently detailed enough to determine whether students are making satisfactory progress;

(i) the frequency of the objective means of measuring student outcomes should vary according to such factors as grade level, subject matter, the outcome of previous objective measurements, and information that may be collected from anecdotal sources; and

(ii) objective means of measuring student outcomes must be capable of being used readily to evaluate the effectiveness of and to modify instruction for individual students and groups of students.

(b) include the school's API growth target, if applicable.

(Ibid.)

The Petition identifies a general methodology for measuring pupil outcomes, consisting of rubrics listing the criteria and expectations for student projects. (Petition, pp. 31-32.) However, the Petition fails to contain a reasonably comprehensive description of how this tool would be aligned with specific performance outcomes or integrated with the proposed curriculum. The Petition also identifies general assessment tools, such as API, "standardized tests," attendance rate and dropout rate, but fails to provide a reasonably comprehensive description of specific pupil outcomes that are sought. For example, the Petition does not identify any specific API Growth Target, only stating that the charter school "will meet or exceed the average performance levels of schools in similar areas" on the API. 5 C.C.R. section 11967.5.1(f)(2)(B) requires the Petition to "[i]nclude the school's Academic Performance Index growth target, if applicable." The Petition fails to describe what it considers "schools in similar areas," as the District has one comprehensive high school, one vocational education school, and one adult school serving the proposed grade level ranges. This section therefore fails to meet the requirements that the Petition contain "objective means of measuring pupil outcomes ... capable of being used readily to evaluate the effectiveness of and to modify instruction for individual students and for groups of students."¹ (5 C.C.R. section 11967.5.1(f)(2)(A).) Without specific assessment goals, the Charter would lack any means to enforce accountability of the Charter School for its academic performance.

**C. Element Four: Governance Structure, Including Parental Involvement
[Ed. Code, § 47605, subd. (b)(5)(D)]**

Education Code section 47605(b)(5)(D) requires the Petition to describe the governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement. The Regulations consider whether the proposed governance structure evidences that the charter school will become and remain a viable enterprise through organizational and technical designs, whether there will be active and effective representation of interested parties, including, but not limited to parents and guardians, and whether the educational program will be successful and parental involvement encouraged in a variety of ways at all levels of the program. (Cal. Code Regs., tit. 5, § 11967.5(f)(4).)

¹ The Petition states that the Charter School would submit to the District Board any changes to the measurable pupil outcomes set forth in the Petition "at any time prior to expiration" (Petition, p. 32), but fails to identify specifically what would be expiring.

The Petition fails to contain evidence of incorporation as a 501(c)(3) non-profit corporation. (Cal. Code Regs., tit. 5, § 11967.5(f)(4)(A).) It also fails to contain bylaws and Articles of Incorporation. The Petition only references that these documents are being prepared, but they are not included with the Petition. (Petition, p. 35.) The Petition states that the bylaws will be approved by no less than three Charter School board members by June 16, 2011, but Petitioners have submitted no evidence that this has or will be done. The Petition also fails to contain a reasonably comprehensive description of how the board will possess “the organizational and technical designs of the governance structure to reflect a seriousness of purpose.” (Cal. Code Regs., tit. 5, § 11967.5(f)(4)(B).) The Petition fails to adequately describe what the board’s duties and functions will be, and what duties and functions will be allocated to the school’s administration. The Petition also fails to state that the Charter School board will comply with all applicable conflict of interest laws. The Petition states that board members will comply with the Political Reform Act (Government Code section 87100), but fails to commit to compliance with the terms of Government Code section 1090 et seq., or the common law conflict of interest doctrine. (Petition, p. 37.)

The Petition does describe a School Site Council, and includes measures designed to promote parental involvement in the school. (Petition, p. 37.)

D. Element Five: Employee Qualifications [Ed. Code, § 47605, subd. (b)(5)(E)]

The Regulations governing charter school petitions consider whether general qualifications for the various categories of employees (e.g., administrative, instructional, instructional support, non-instructional support) are identified, whether the qualifications ensure the health and safety of the school’s faculty, staff, and students, and the academic success of the students; whether positions that the charter school regards as key in each category are identified and specify the additional qualifications expected of individuals assigned to those positions; and whether all requirements for employment set forth in applicable provisions of law will be met, including, but not limited to credentials as necessary. (Cal. Code Regs., tit. 5, § 11967.5(f)(5).)

The Petition identifies a number of positions, and includes salary schedules for the positions of Superintendent/Principal, Dean, Teachers and Classified staff. (Petition, pp. 63-65.) The salaries do not appear competitive, especially for the position of Superintendent (\$95,000-\$101,650) or Dean (\$52,000-\$63,206.33). The methodology of the salary schedule for noting step increases and COLA adjustments are also unconventional and ambiguous. The salary schedule appears to equate step increases with COLA adjustments, but only provides for uniform increases in salary between steps (from 3% to 7%) without any cost of living adjustment. There is no apparent rationale behind the methodology for the step increases, and no explanation why salaries would not undergo a traditional COLA adjustment.

The Petition does make clear that employees would be employed “at will,” and under terms and conditions set forth by the Charter School. (Petition, p. 66.) Therefore, the general structure of the basic employment relationship is addressed.

The Petition identifies the job duties of different employees, such as the Superintendent/Principal, Dean of Academics, Dean of Discipline, Secretary and Business Manager. (Petition, p. 59.) However, the Petition fails to address any qualifications for any of those positions, outside of the Principal/Superintendent, as required by statute and regulations. (Cal. Code Regs., tit. 5, § 11967.5(f)(5).)

Therefore, the Petition fails to meet legal requirements in this area.

E. Element Six: Procedures to Ensure Health and Safety of Students and Staff [Ed. Code, §47605(b)(5)(F).]

Education Code section 47605(b)(5)(F) requires the Petition to describe the procedures that the school will follow to ensure the health and safety of pupils and staff, including the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237. Among other items, the Regulations consider whether health and safety procedures require criminal record summaries from employees, tuberculosis examinations of employees, student immunizations, and vision, hearing and scoliosis screening for students. (Cal. Code Regs., tit. 5, § 11967.5(f)(6).)

The Petition identifies a number of areas in which policies will be enacted (Petition, p. 43), but fails to attach any actual proposed policies, or a reasonably comprehensive description of those policies. Therefore, the Petition fails to meet legal requirements in this area.

The Petition fails to address the compliance of its intended facility with the provisions of the Field Act or equivalent authority, or with any other legal requirements, such as zoning, fire safety, access, etc. (See, *infra*, Section IV(D).) (Education Code section 47610.)

F. Element Seven: Racial and Ethnic Balance [Ed. Code, §47605(b)(5)(F).]

The Petition must contain a description of the means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district. (Cal. Code Regs., tit. 5, § 11967.5(f)(7).)

The Petition lists a number of community outreach measures to introduce the school to the community, including presentations, open houses, street signs, and advertising in foreign language media. This section of the Petition meets minimal legal requirements in this area. (Petition, p. 40.)

G. Element Eight: Admissions Requirements [Ed. Code, §47605(b)(5)(F).]

The Petition must contain a reasonably comprehensive description of admissions requirements in compliance with the requirements of law. (Cal. Code Regs., tit. 5, § 11967.5(f)(8).)

The Petition states that “[t]he school will not enroll anyone 19 years of age.” (Petition, p. 41.) Aside from being ambiguous (it is not clear whether the restriction applies to students over 19 years of age, or to students who are actually 19 years of age), it is inconsistent with Education Code section 47612(b), which states that “[t]o remain eligible for generating charter school apportionments, a pupil over 19 years of age shall be continuously enrolled in public school and make satisfactory progress towards award of a high school diploma.”

Aside from the above statement, the balance of this section meets minimal legal requirements.

H. Element Nine: Audit of Financial and Programmatic Operations [Ed. Code, § 47605, subd. (b)(5)(I)]

Education Code section 47605(b)(5)(I) requires the Petition to describe the manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. The Regulations consider whether audits will employ generally accepted accounting principles, and whether the Petition specifies who is responsible for contracting and overseeing the independent audit; whether the auditor will have experience in education finance; whether the process of providing audit reports to the chartering district, or other agency as the district may direct, is addressed, including timelines and procedures for addressing findings and/or resolving any audit exceptions. (Cal. Code Regs., tit. 5, §11967.5(f)(9).)

The Petition lists the reports that the Charter School would submit to the District (Petition, p. 86), as well as describes the audit process, and procedure for resolving audit exceptions. While the Petition describes a procedure through which audit exceptions would be resolved to the satisfaction of the auditing agency, it does not provide that the exceptions would be resolved to the satisfaction of the District, as is required by Education Code section 47605, subd. (b)(5)(I).

See section IV(B) regarding the Petition's proposed financial plan.

I. Element Ten: Student Suspension/Expulsion Procedures [Ed. Code, § 47605, subd. (b)(5)(J)]

Education Code section 47605(b)(5)(J) requires the Petition to describe the procedures by which pupils can be suspended or expelled. The Regulations consider numerous factors related to this charter petition element. Procedures must minimally identify a preliminary list of offenses for which students may (or must, where discipline is non-discretionary) be suspended or expelled; identify the procedures by which students can be suspended or expelled; identify the procedures by which parents, guardians, and students will be informed about reasons for suspension or expulsion and of their due process rights in regard to suspension or expulsion; provide evidence that the petitioners reviewed the lists of offenses and discipline procedures and believe their lists provide adequate safety for students, staff, and visitors to the school and serve the best interests of the school's students and their parents/guardians; and provide due process for all students and demonstrate an understanding of the rights of students with disabilities in regard to suspension and expulsion; and outline how detailed policies and procedures will be developed and periodically reviewed and modified, as necessary. (Cal. Code Regs., tit. 5, § 11967.5(f)(10).)

The Petition must set forth "[t]he procedures by which students can be suspended or expelled". (Id. at subd. (b)(5)(J).) The procedures shall, at a minimum, address the following:

- (a) identify a preliminary list of offenses for which students may (or must, where discipline is non-discretionary) be suspended or expelled, and how these grounds are consistent with federal law;

The Petition sets out a preliminary list at pages 45 through 47.

- (b) identify the procedures by which students can be suspended or expelled;

The Petition sets out the procedures at pages 47 through 51.

- (c) identify the procedures by which parents, guardians, and students will be informed about reasons for suspension or expulsion and of their due process rights in regard to suspension or expulsion;

The Petition sets out the procedures at pages 48 and 50.

- (d) provide evidence that the petitioners reviewed the lists of offenses and discipline procedures and believe their lists provide adequate safety for students, staff, and visitors to the school and serve the best interests of the school's students and their parents/guardians;

The Petition expressly imports grounds for discipline and procedures for suspension and expulsion from the Education Code.

This said, the Petition fails to describe an educational alternative, if any, to be provided for students who are suspended/expelled.

The Petition's suspension and expulsion procedures evince gaps in redressing disciplinary situations. The Petition fails to describe in-class or in-school suspensions; the necessity to contract with the District to provide services to expelled students; and notice to staff of suspensions/expulsion involving dangerous situations.

The Petition does not prohibit more than 20 days of suspension in a year, as required by law.

The Petition is also silent as to a process for routinely informing districts of residence of all disciplinary incidents and issues.

The discussion of procedural safeguards applicable to special education students subject to disciplinary changes of placement is deficient. (Petition, pp. 51-53.) The Petition states that "[w]hile Special Education students are subject to suspension on the same grounds as general education students, special education students may be suspended for up to, but not more than ten consecutive school days if he or she poses an immediate threat to the safety of himself, herself, or others." (Petition, p. 51.) This statement indicates Petitioners believe a super-disciplinary rule applies to special education students, permitting for their suspensions up to 10 consecutive days, that would not be permissible as to general education students. Education Code section 48911(a) limits the number of consecutive days of suspension to five. The Petition fails to explain the Policy reason for the deviation from the Education Code.

The Petition then states that "[s]uspension will be imposed only when other means of correction fail to bring about proper conduct. This will be done through a positive behavior intervention plan developed by the IEP team." (Petition, pp. 51-52.) Positive behavior intervention plans ("BIPs") are developed following an intensive testing process known as a functional analysis assessment. (See 5 C.C.R. § 3052(a)(3).) BIPs are intended to address significant maladaptive behaviors, and are not appropriate for all special education students or as a response to all instances of misconduct. Certainly, a BIP should not follow reflexively in all instances from a suspension.

Then, the Petition states:

In the event that a special education student commits one of the acts enumerated in the grounds for suspension or expulsion, she or he is subject to expulsion only if all of the following conditions are met:

- The IEP team determines that misconduct was not caused by, or was not a direct manifestation of, the student's identified disability.
- The team determines that the student had been appropriately placed at the time the misconduct occurred.

In order to make this determination, a manifestation determination meeting will be held.

(Petition, p. 52.) The Petition indicates that a manifestation determination review ("MDR") is required in every instance a special education student violates the student code of conduct. This is not required by the IDEA or Section 504, which requires an MDR only in the event of a disciplinary change of placement. (See 34 C.F.R. § 300.530(e).) Moreover, the Petition's criteria by which the MDR team is to determine whether the disciplinary change of placement may occur is incorrectly stated. Pursuant to section 300.530(e), an MDR team is to consider significantly different criteria:

(i) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

(ii) If the conduct in question was the direct result of the LEA's failure to implement the IEP.

(Ibid.; emphasis added.) The Petition directs the MDR team to consider whether the misconduct in question "was not a direct manifestation of[] the student's identified disability." This is a more rigorous threshold than the federal regulation, which provides the student protection if the misconduct simply bears a "substantial relationship" to the disability. (34 C.F.R. § 300.530(e)(i).) Moreover, the federal regulation does not ask MDR teams to determine whether the student was "appropriately placed" at the time of the misconduct, as the Petition states. Rather, the team is asked to determine whether the educators failed to implement the student's individualized education program. (Id. at § 300.530(e)(ii).)

Also troubling, the Petition later recites a MDR standard different from that: "The participants of the manifestation determination meeting shall ... determine if (1) the conduct in disability [sic]; or (2) the conduct in question was the direct result of the LEA's failure to implement the IEP." (Petition, p. 52.) In addition to the confusion created by this second, different set of criteria, the first criterion is again incorrectly stated.

J. Element Eleven: Manner in Which Staff Will Be Covered by STRS, PERS, or Federal Social Security [Ed. Code, § 47605, subd. (b)(5)(K)]

Education Code section 47605(b)(5)(K) requires the Petition to describe the manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. This requires, at a minimum, that the charter specify the positions to be covered under each system and identify the staff who will be responsible for arranging coverage.

The Petition states that the Charter School's employees will participate in STRS, or otherwise participate in federal social security. The Petition does not commit to, or explicitly decline to, participate in PERS for classified employees. (However, the Education Code does not require the Petitioner to commit to providing participation in PERS.) The Petition fails to "identify the staff who will be responsible for arranging coverage," which is legally required by Cal. Code Regs., tit. 5, § 11967.5(f)(11).

K. Element Twelve: Student Attendance [Ed. Code, § 47605, subd. (b)(5)(L)]

The Petition shall address the public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. (Cal. Code Regs., tit. 5, § 11967.5(f)(12).)

The Petition meets this legal requirement (Petition, p. 53) by stating that students choosing not to attend the Charter School would have the right to transfer or enroll in their home district.

L. Element Thirteen: Employee Rights [Ed. Code, § 47605, subd. (b)(5)(M)]

The Petition shall contain a description of the rights of any employees of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. (Cal. Code Regs., tit. 5, § 11967.5(f)(13).)

The Petition states that employees leaving the school district to work at the Charter School shall not have any automatic return rights to the District, and would be treated as if working for a third party. Though minimal, this section meets legal requirements.

M. Element Fourteen: Dispute Resolution [Ed. Code, § 47605, subd. (b)(5)(N)]

The Petition must contain the procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. (Subd. (b)(5)(N).) The procedures shall, at a minimum:

- (a) describe how the costs of the dispute resolution process, if needed, would be funded; and
- (b) recognize that if the substance of a dispute is a matter that could result in the taking of appropriate action, including, but not limited to, revocation of the charter, the matter will be addressed at the chartering district's discretion in accordance with

that provision of law and any regulations pertaining thereto. (5 C.C.R. § 11967.5.1(f)(14).)

The Petition describes a dispute resolution procedure involving initial written notification, written responses, an issue conference, and then mediation, the costs of which are borne equally among the parties. If mediation is successful, the parties would then submit the dispute to non-binding arbitration (unless the parties agreed to make the decision of the arbitrator binding.) (Petition, p. 54.)

The statement in the Petition that the District shall not intervene in any dispute unless a violation of law or charter has occurred, or unless there is an imminent threat to the health or safety of pupils or staff, is overbroad. However, this section generally meets minimal legal requirements.

N. Element Fifteen: Exclusive Public School Employer [Ed. Code, § 47605, subd. (b)(5)(O).]

The Petition must also contain a “declaration of whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Rodda Act.” (5 C.C.R. § 11967.5.1(f)(15).)

The Petition states that the Charter School will be the exclusive employer for the purposes of the Education Employment Relations Act. However, the Petition does not contain a description of what the Charter School’s obligations would be if its employees elected to organize into a union and designate an exclusive representative. Therefore, the Petition does not demonstrate that the Petitioners fully understand the implications of this election.

O. Element Sixteen: Closure Protocol [Ed. Code, § 47605, subd. (b)(5)(P).]

The Petition must include a description of closure procedures, including a plan for disposing of any net assets and for the maintenance and transfer of student records.

The closure procedure is located in the portion of the Petition pertaining to revocation. (Petition, p. 57.) It contains general provisions for returning pupil records to parents, but lacks, however, identification of the specific agent who would be responsible for processing post-termination affairs on behalf of the Charter School, and a plan for returning restricted or categorical public funds to their original sources.

IV. PETITIONERS ARE DEMONSTRABLY UNLIKELY TO SUCCESSFULLY IMPLEMENT THE PROGRAM DESCRIBED IN THE PETITION [EDUCATION CODE SECTION 47605 (B)(2).]

The Regulations require consideration of whether a charter petition has presented a realistic financial and operational plan in determining whether petitioners are likely to be successful in implementing the charter program, including the areas of administrative services, financial administration, insurance and facilities. (Cal. Code Regs., tit. 5, § 11967.5(c).) Taken as a whole, Petitioners are demonstrably unlikely to successfully implement the

program described in the Petition. The District incorporates each of the findings in sections I, II, and III herein.

A. Administrative Services

The Petition makes a passing reference to the legal requirement to address how the charter school would receive administrative services (Petition, p. 90), but fails to address this issue at all, as is required by the statute.

B. Unrealistic Financial/Operational Plan

The Petition states that the proposed charter school would begin operations in August 2011. Because the Petition was submitted in May 2011, and would be subject to Board action in July, 2011, this opening date is highly unrealistic. Not only would the Petitioners be unable to complete all of the logistical details required to open the school, including but not limited to hiring employees, setting up attendance and payroll systems, and developing curriculum, the open enrollment period for District students has passed, which casts serious doubt on the Petitioners' ability to enroll 150 students in such a compressed period of time. Moreover, the Petitioners' publicity and marketing efforts with respect to the school would occur during the summer months, when many families are on vacation and have already made their school attendance decisions for next year.

The Petition's fiscal plan and budget are also deficient. The fiscal plan for years 1-6 contain the same projected funding rates from the following sources:

General Purpose Entitlement:	\$ 6,380
Lottery Revenue:	\$ 128
Economic Impact Aid:	\$ 402.96
Categorical Block Grant:	\$ 127

There is no explanation for the source of these projected funding rates, and the assumption that they would remain unchanged over a 6-year period is highly unrealistic, and demonstrates unfamiliarity with the fundamentals of school finance.

Moreover, the budget fails to account for the additional expenses that would be needed for the proposed educational program, including costs for additional intervention to serve an at-risk population, and the additional technological expenses required to operate an online program. The budget does not contain any of these items. Moreover, the Petition states that "the number of students per class will not exceed 15." (Petition, p. 6.) However, the Charter School projects a first-year enrollment of 150, while employing 7.5 classroom teachers, which results in an average class size of 20. The Budget's unrealistic class size is symptomatic of the fact that the Petitioners have underbudgeted for the supplemental services which would be required to educate the proposed at-risk population.

C. Insurance

The Petition's insurance requirements are contained on Page 58. The Petition lists different categories of coverage the Charter School would obtain (general liability, property, workers compensation, directors & officers), but fails to include business interruption. More

fundamentally, though, the coverage limit of \$1,000,000 under each line of insurance is inadequate, and also fails to specify whether this limit is per occurrence or aggregate. The Petition therefore fails to meet legal requirements in this section.

D. Facilities

Petitioners' intent to operate a school outside of the District's geographical boundaries is proscribed by Education Code section 47605(a)(1), which provides that "[a] petition for the establishment of a charter school shall identify a single charter school that will operate within the geographical boundaries of that school district." Amendments to the Charter School Act have underscored the Legislature's intent that charter schools be located within the geographic boundaries of the chartering school district except under limited circumstances.

See section I(1) regarding the proposed facility. It is not clear that the proposed facility is within District boundaries, as is required under Education Code section 47605.1 and 47605(a). It is also not clear whether the proposed facility is appropriate for location of a public school. The Petition lacks any information whatsoever that the Petitioners have taken any steps necessary to render the site suitable for a public school. No information is given regarding the current use of the site, whether it is equipped for classroom instruction, whether it complies with the building code provisions in accordance with Education Code section 47610.5, or whether the Petitioners have or intend to obtain the necessary permits and other authorization to begin operation of a public school in this location.

E. District Impact Statement

Education Code section 47605(g) requires that a charter petition "provide information regarding the proposed operation and potential effects of the school ... upon the school district."

This section is contained on page 90 of the Petition, but does not adequately address the concerns noted above regarding the proposed facility, or the inadequacy of the Charter School's insurance coverage.

F. Other Deficiencies

The Petition is marred by numerous typographical and grammatical errors, including the misspelling of the District's name on the front cover. The authorizing agency is misidentified as "OUSD" throughout the Petition, reflecting the Petitioners' prior submission, and withdrawal, of the same petition to the Oakland Unified School District just prior to its submission to BUSD.

V. CONCLUSION

For all of the foregoing reasons, the Petition fails to meet critical, applicable legal requirements and standards, including but not limited to the following:

- Lack of a reasonably comprehensive description of the proposed online program;

- Lack of a reasonably comprehensive description of instructional strategies designed to educate the target student population of at-risk students;
- Lack of clearly defined measurable pupil outcomes;
- Unrealistic fiscal assumptions, including Year 1-6 projected funding rates, underbudgeting for proposed educational program, and failure to follow generally accepted accounting principles;
- Unrealistic operational assumption of being able to commence operations in August, 2011;
- Failure to provide information indicating that the proposed facility is suitable for use as a school site.

Staff recommends that the Board deny the Petition for establishment of the Integrity Education Center Charter School pursuant to Education Code sections 47605(b)(1), (2), [(3)] and (5) based upon the above written findings.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Lew Jones, Director of Facilities
DATE: June 29, 2011
SUBJECT: Accept Bids for the Hillside School Property

BACKGROUND INFORMATION

On June 22, 2011, the Board received bids for the Hillside property. Tonight the Board is being requested to approve an exclusive negotiating agreement with the qualified bidder that submitted the highest offer or to reject all bids. The Board may choose to reject all bids and to place the property back on the market immediately or may choose to delay that action.

DISTRICT GOAL

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

POLICY/CODE

Education Code 17473 - 17476, 17464 and 17485 et seq. and Government Code 54220 et seq.

FISCAL IMPACT

The sale of the property can repay some costs which have been incurred and could provide resources for District priorities. CB Richard Ellis receives a commission on the sale of the property.

STAFF RECOMMENDATION

Enter into an exclusive negotiation agreement with the highest bidder who meets the District's criteria.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
Susan Craig, Ed.D., Director, Student Services
DATE: June 29, 2011
SUBJECT: Recommendations to Eliminate the Presence of Guns at
Berkeley Unified School District Schools

BACKGROUND INFORMATION

Recent incidents involving Berkeley High School (BHS) and Berkeley Technology Academy (B-Tech) students in possession of firearms are of serious concern to the District and community of Berkeley. Ensuring the safety of Berkeley Unified School District (BUSD) students and staff is of paramount importance. The District and administration have responded with several measures to address the presence of weapons on campus and are continuing to take steps to address and ensure safety at BUSD schools. District staff has presented a progress report on the steps being taken at each Board meeting this spring.

This report includes a list of the actions taken to date as well as a list of the topics and recommendations from the Superintendent's Ad Hoc Safety Committee

Introduction: Identification of the Problem

A cluster of six incidents involving students who were in possession of a firearm occurred on or near a BUSD high school campus within a two and a half month period between January 10, 2011 and March 25, 2011.

General Information

- All on-campus incidents occurred in the morning while the off-campus incident occurred after school was dismissed.
- Seven Berkeley students and one non-Berkeley student were involved in the six gun incidents.
- Six of the seven students were not on probation prior to the incident.
- Of the seven BUSD students, one student was in grade 12, three students were in grade 11, one student was in grade 10, and two students were in grade 9.
- Three students did not have prior discipline incidents during the current school year.
- All students were males.

- One student was homeless.

Chronology of Incidents Involving Firearms

Berkeley High School Incidents

January 10

- A student was found to be in possession of a gun while on campus. When safety staff searched the student's backpack due to reports that the student had a gun, the student fled. The gun was secured. The student was later apprehended.

February 4

- Two students were seen off-campus with a gun. The students then got into a car, drove around, and later attempted to enter the school building. Police officers and safety staff apprehended the students and confiscated the firearm.

March 22

- A gun discharged in the men's bathroom in a portable building. Safety staff and the police detained two students and found the gun.
- After receiving a report that a student was in possession of a gun, safety staff searched the student's backpack and found the firearm.

Berkeley Technical Academy Incident

March 1

- Staff received a report that a student was in possession of a gun while on campus. The student was searched and the gun was found.

Off-Campus Incident Involving a non-BUSD Student

March 25

- A teacher in the BHS parking lot after school observed a non-BHS student showing off a gun in the trunk of a car parked on the street.

II. Responses to Date

A. Disciplinary Action

In all instances involving firearm possession by B.U.S.D. students, the Berkeley Police Department was immediately notified, the incidents were investigated by site administration, and the students were suspended and recommended for expulsion as required by law.

B. Forums

- Superintendent's Ad Hoc Safety Committee

The Superintendent's Ad Hoc Safety Committee met seven times between April 13 and June 22. The average attendance was 10. The 18 committee members were:

Rory Bled, BHS Vice Principal on Special Assignment
(temporary)

Hector Cardenas, BHS Parent

Dr. Susan Craig, BUSD Director of Student Services

Kunal Dalal, B-Tech Interim Principal

Merlin Edwards II, BUSD Student Welfare Specialist

Wendy Guinn, BHS Parent

William Huyett, BUSD Superintendent

Raymok Ketema, BHS Student

William Keys, BHS Safety Officer

Amber Lester, B-Tech Counselor

Sergeant Jen Louis, Berkeley Police Department

Robert McKnight, BHS Teacher

Jorge Melgoza, BHS Vice Principal

Amy Morales-Ambriz, BHS Parent

Dave Peattie, BHS Parent

Alejandro Ramos, Longfellow Vice Principal

Regina Simpkins, BHS Parent

Ashley Webster, BHS Student

The meetings were open to the public, and several interested parents and a representative from the media attended. The safety committee has evaluated and made recommendations to the Superintendent regarding several suggested action items related to the elimination of weapons on campus.

- Community Forum

Berkeley High School and District staff held a forum for parents, caregivers and members of the community on March 28 to address concerns and discuss steps being taken to prevent further incidents of guns on campus. Presenters included the Superintendent, Berkeley Police Sergeant Upson, and Pastor Michael McBride.

- Student Focus Groups
Focus groups with students were conducted at BHS to learn from students possible reasons students are bringing guns and weapons into campus. The focus groups were led by BUSD staff and members of Lifelines to give students the opportunity to express their concerns in a confidential setting. While the District is still awaiting results from the interviewing teams, some students have stated that students feel fearful in the community when coming to and going from school and may carry weapons for protection.
- Forum on Bullying
Board members arranged and facilitated a community forum on bullying on June 11 which was attended by staff, parents, caregivers, and members of the community and the Board. Feedback from participants is currently being reviewed. In addition, an online survey for parents through Survey Monkey was conducted; over 200 responses were received.

C. Training

- Safety Officer Conflict Mediation Training
Two Safety Officers, one from BHS and one from B-Tech, participated in a 40 hour conflict mediation training which was sponsored by Project Seed.
- Training by the Berkeley Police Department
The Berkeley Police Department (BPD) provided training for BHS Administrators and Safety Officers on May 25 regarding emergency communication and search and seizure protocols. Seventeen BHS staff members participated in the training.
- Safety Officer Training
All Berkeley Unified School District Safety Officers participated in a three-day training on June 20–22, conducted by Phillip Mullendore of the Institute for Campus Safety, in compliance with SB 1626.
- Commitments for Future Training
BUSD staff has made a commitment to attend the following trainings: ten BUSD staff will participate in Dr. Joseph Marshall's Alive and Free training on August 15–17; five BUSD staff will attend the Safe Schools Conference on August 5; and BUSD Secondary Administrators and Safety Officers will attend a gang awareness training in August led by BPD.

D. Increased Staffing

- Increased Safety Officer Staffing
Two additional Safety Officers were added at BHS and one additional Safety Officer was added at B-Tech prior to spring break. The additional Safety Officers continued to work through the end of the school year.
- Increased Administrative Staffing
Administrative support was added to BHS on a temporary basis specifically to implement these proactive steps to reduce weapons on campus.
- Increased Police Presence on Campus
An additional BPD School Resource Officer was added one day per week starting April 11 to supplement the four days already covered by the current School Resource Officer.

E. Assessment of Needs

- External Safety Consultant
School Safety Consultant, Al Bahn of EduSafe Associates, completed a campus walk-through at BHS on April 19 and at B-Tech on May 10. Mr. Bahn attended the Ad Hoc Safety Committee meeting on May 25 and reviewed his preliminary findings with the committee. Staff has since participated in a safety survey as a part of the safety evaluation. The initial response was that BHS and B-Tech are safe campuses. The student survey has not been completed at this time.
- Internal Assessment
The Superintendent, the BHS Principal, and the Lead Safety Officer conducted a review of the deployment of Safety Officers and the number of security staff members at the site.

F. Communication

- BHS Staff Meeting
The BHS Principal held a school-wide staff meeting on March 24 to discuss weapons on campus, the plan to eliminate them, and the role of staff; he also reviewed school safety procedures. A school-wide staff meeting was also conducted by the Principal at B-Tech on February 4, the date of the firearm incident.
- Class Meetings with Students

Administrators at BHS went into each history classroom prior to spring break to explain the rules and consequences of weapons on campus, explain the dangers of weapons, and explain how students can confidentially report information about weapons on campus.

- Notification of Families
The BHS Principal provided timely and detailed reports to families about the incidents using the district phone and email systems. The B-Tech Principal provided an immediate letter and phone communication to families regarding the firearm incident.
- Anonymous Hotline
An anonymous tip telephone hotline (1-866-SPEAK UP) with a text message option was created and publicized to students and parents to allow them to report weapons on campus. There were a total of two calls to the anonymous tip hotline this spring; however, the organization's staff noted that neither report met the standards to warrant alerting BHS and BPD.

G. Physical Plant Security

- Gate Repairs and Closures of Entrances
Safety Officers and Administrators are stationed at every entrance in the morning prior to the start of the school day and again at the end of the lunch period. Only five entrances at BHS are open in the morning and at lunch: 1) the main office, 2) Kittredge and Milvia, 3) the portable building area, 4) the gym, and 5) between the G and H buildings on Martin Luther King. The gate between the Community Theater and the Administration Building has been repaired. The gate on Allston Way between the Little Theater and the H Building is now kept locked all day. The gates will be maintained by the site facilities manager.
- Use of Staff
The assignments of Safety Officers were re-designed to provide hourly patrols of bathrooms and other out of the way areas on campus. A Safety Officer is now stationed all day in the portable area for continual monitoring. An additional Safety Officer monitors the G and H building area.

H. Increased Support for Students

- Support for Highest Risk Students

Transitional support for students who are on probation, in foster care, re-entering after expulsion or homeless has been implemented with the help of a Teacher on Special Assignment at BHS and a Counselor at B-Tech.

- Programs to Strengthen Positive School Culture
A representative from the Safe School Ambassadors program presented this program to the Ad Hoc Safety Committee for consideration on June 8. Additional programs and strategies to prevent and reduce bullying and violence will be reviewed with the intent of implementing a program at BHS and B-Tech during the 2011-2012 school year.

III. Recommendations to Eliminate the Presence of Weapons on School Grounds

All topics that have been recommended to the District by BPD, through community forums, parent and community member feedback to the District, and from staff have been reviewed by the Superintendent's Ad Hoc Safety Committee are being presented to the Board for information. After receiving direction from the Board regarding the following recommendations, the District will move forward with a plan to implement the Board's recommendations in the beginning of the 2011-2012 school year.

The Ad Hoc Safety Committee's Report and Recommendations

Police Presence at Schools: BUSD currently has one BPD School Resource Officer who works from Tuesdays through Fridays at BHS and has recently added a second .25FTE School Resource Officer to work at BHS on Mondays. BPD has recommended that a second full-time School Resource Officer be added to provide coverage at the three middle schools. The cost of adding a full-time School Resource Officer is approximately \$150,000 - \$180,000 per year. The Ad Hoc Safety Committee is in favor of adding a second School Resource Officer if available funding can be found.

District Security Staffing: The Ad Hoc Safety Committee recommends that the District continue to provide the increased Safety Officer staffing at B.H.S. that was implemented during the second semester of the 2010-2011 school year of 12 Safety Officers. The District will provide a second Safety Officer at B-Tech upon request by the B-Tech Principal. In addition, the committee recommends that four Campus Monitors be hired to supervise the three BHS entrances on Milvia Street and the gate between the administration building and the Little Theater.

Uniforms for Safety Officers and Campus Monitors: The Ad Hoc Safety committee unanimously agreed that Safety Officers and Campus Monitors have a visible uniform which includes slacks and a jacket or top that has visible lettering on the front and back. The lettering does not need to state "SECURITY"; it can state, for example, "BUSD STAFF". The uniform should be professional in appearance, have an approachable look, and allow a Safety Officer or Campus Monitor to be identified from the back at a distance. The uniform must be a requirement for duty and compliance must be monitored by site administration.

Gun/Violence Prevention Education: Gun/violence prevention education will be offered at BHS and B-Tech so that students are educated regarding the dangers of guns and will know what to do if they see one. Gun/violence prevention education will teach students that handling of any gun on campus is unsafe and illegal. Each small learning community leadership team at BHS will build one to two lessons of gun/violence prevention education into the curriculum. Guest presenters will provide testimonials regarding the dangers of guns. Gun safety education must also be provided to parents. In addition, a Gun Free Zone must be created around schools. BUSD will work with the City Council regarding this initiative.

Procedures for Visitors to Campus: The District has an existing visitor policy; however, it is difficult to enforce with the design of the administration building at BHS. The District will provide visible signage regarding the visitor policy at all schools, a barrier to direct visitors entering the BHS administration building, and separate entrances for students and adults at BHS. BHS administration will arrange for students to enter through the gate next to the administration building and adults to enter through the administration building doors. Every visitor will be required to wear a visitor badge when on campus.

Programs to Strengthen Positive School Culture: The Ad Hoc Safety Committee recognizes that bullying, truancy, and related issues with student behavior may contribute to an environment that is conducive to firearms and other weapons and violence at schools. The committee agrees that the District should implement a program to strengthen positive school culture at the high schools. The committee recommends both a Tier I school-wide program to strengthen a positive school culture and a Tier II program targeted towards students who are having significant behavior issues. The District has already made a commitment to participate in a multi-agency Tier II initiative called Lifelines to Healing. A Tier I program has not been selected yet; the committee agrees that several programs should be considered prior to making a decision. The District has already implemented a process for

providing transitional support for high risk students as a Tier II intervention through the use of a counselor at B-Tech and a teacher on special assignment at Berkeley High School. The District is examining further collaboration with outside agencies, including Berkeley Mental Health, to expand mental health services and other support for high risk students.

Closed Campus: Current policy states that the BHS campus is closed between classes (periods one, two and three, and periods four, five, and six) and is open only at lunch time. The current policy is not monitored adequately and must be strictly and consistently enforced. BHS has a student population of over 3,000 students and has the capacity to feed 500 students during the lunch period. Presently, due to limited available facilities for feeding students on campus, it is not feasible to close the campus at lunch time. However, the District will explore the costs of facilities, personnel and other resources for closing the campus all day in the future.

Perimeter Security: BHS will reduce the number of entrances for students to four. The four entrances will be 1) between the administration building and the Little Theater, 2) at Milvia and Kittredge, 3) at Milvia and Bancroft, and 4) at Milvia and Durant. Each entrance will be permanently staffed with a BUSD Campus Monitor. In addition, Safety Officers and the BPD School Resource Officer will jointly patrol the perimeter of BHS and the neighborhood that is in close proximity to the school.

Screening for Weapons: There has been some interest from parents and community members regarding metal detectors. However, District administration, the external consultant, and BPD do not think metal detectors are an effective option, and the committee does not support this option. It is not feasible to process over 3,000 students through metal detectors within a limited period of time. The District will provide ongoing training for Safety Officers and administrators regarding search and seizure procedures, protocols, and standards for what constitutes reasonable suspicion.

Identification Badges for Students: The Ad Hoc Safety Committee is in support of requiring identification badges for students, per school policy. The committee is split, however, regarding whether or not to require the identification badges to be visible at all times. The Superintendent recommends for the coming school year that the District require identification badges and examine the possible benefits of requiring the identification badges to be visible in the future. The committee recommends that identification badges be checked for any student entering or leaving campus early or late but not at lunch break. Periodic

identification badge checks will be conducted, possibly during advisory. In addition, identification badges will be required for attendance at extra-curricular activities including athletic events, dances, and proms. The option of requiring identification badges for middle school students in order to prepare them for high school should be explored.

Increased Collaboration Between the Berkeley Unified School District and the Berkeley Police Department: The District will meet collaboratively with representatives from the Berkeley Police Department on a regular basis and maintain ongoing communication. The BUSD Superintendent, BPD Chief of Police, BPD Sergeant of Youth Services, and BUSD Director of Student Services plan to meet on a quarterly basis. In addition, representatives from BPD and Probation will be invited to attend monthly Secondary Council meetings with the middle and high school Principals.

Next Steps

Pursuant to direction from the Governing Board, the District will continue to gather and track data related to the recommendations and will create an action plan which includes full costs and timelines. The Superintendent's Ad Hoc Safety Committee will have at least one additional meeting in the fall to review the plan.

While the focus of the Ad Hoc Safety Committee's recommendations was specific to preventing the presence of guns at schools, the District will review recommended action steps related to preparedness for the possibility of an immediate threat on campus. An action step that has been discussed is the installation of classroom door locks that lock from the inside in all BUSD schools. A study regarding the financial feasibility and benefits of interior door locks will be conducted and presented to the Board in the fall. In addition, a staff training for defending against armed intruders called A.L.I.C.E., which was recommended by the External Safety Consultant, will be reviewed.

The District is concerned that the students' voices related to guns and safety concerns have not been adequately heard. The District will continue to work on receiving students' input related to guns and safety and will explore the use of technology, including social networking, to increase communication with BUSD youth.

DISTRICT GOAL

II. C. Positive Behavior Support

POLICY/CODE

Board Policy 5131.7

FISCAL IMPACT:

Approximately \$180,000 (\$269,000 - \$89,000 previously allocated) for increased district safety staff

STAFF RECOMMENDATION

Approve the Recommendations to Eliminate the Presence of Guns at Berkeley Unified School District Schools.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Delia Ruiz, Assistant Superintendent, Human Resources
DATE: June 29, 2011
SUBJECT: Proposal to Eliminate or Reduce Specified Classified Positions

BACKGROUND INFORMATION

Due to reductions in revenues in general, categorical and restricted funds and the tenuous and precarious nature of school district financing and state and federal funding, a number of classified positions in the District need to be eliminated or reduced because of lack of work or lack of funds.

In light of Education Code requirements, it is necessary for the Governing Board to set forth and act on these eliminations or reductions of classified positions so that each employee affected can be timely notified as prescribed by law and the collective bargaining agreement. The resolution will be presented to Board on July 6, 2011.

Because of the shifting of and limitations in funding sources, as well as the increase in personnel costs without monies to cover those costs, these positions need to be eliminated or reduced.

We regret the hardship this notification process places on employees and the uncertainty of their future employment status. The employees immediately impacted have been notified of this potential employment action.

Proposed Eliminations/Reductions:

Eliminations/Reductions	SITE	Additions
Painter 1.0 FTE Measure BB Fund 02 Vacancy (Incumbent has retired.) Change will provide increased flexibility to address various maintenance needs.	Maintenance	Maintenance Engineer 1.0 FTE
Clerical Assistant III 1.0 FTE Carl D. Perkins Grant The District has been informed that this funding source may not be utilized to fund clerical support.	BHS	
Instructional Specialist II, Dance 0.09 FTE BSEP The SGC approved the reduction to allow a variety of enrichment activities to be offered.	Preschool	
Instructional Specialist, Physical Education 0.33 FTE BSEP The SGC approved the elimination to allow a variety of enrichment activities to be offered.	Preschool	

DISTRICT GOAL: V A: Efficient Use of Resources

POLICY/CODE

Education Code Section 45117

FISCAL IMPACT

Reduction in employee costs

STAFF RECOMMENDATION

Receive for information.