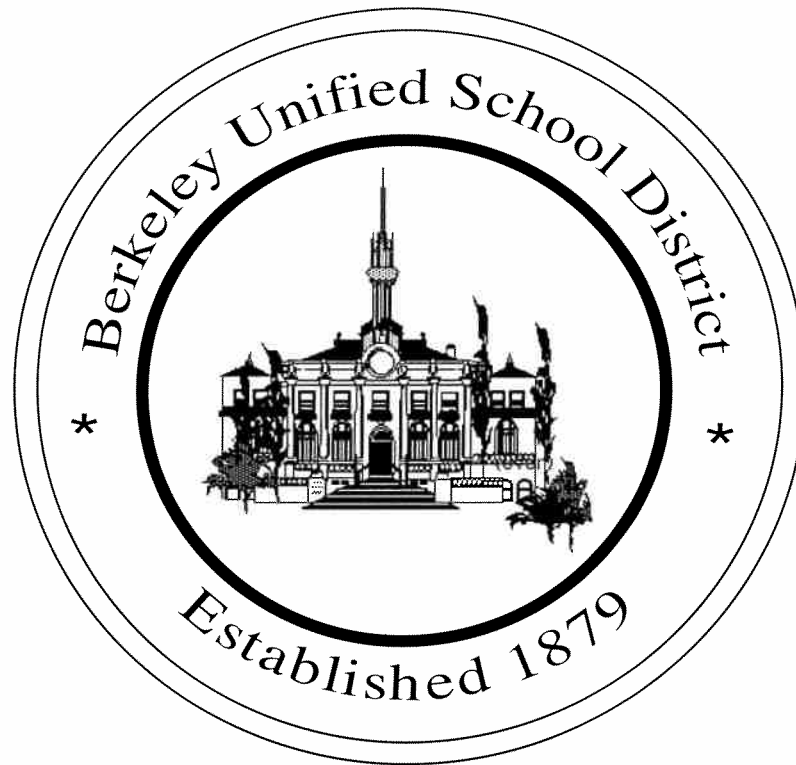


**BERKELEY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION MEETING  
AND  
SUPERINTENDENT OF SCHOOLS**



**BOARD OF EDUCATION MEETING**

**MARCH 7, 2001**

Queen Graham  
Executive Assistant  
to the Superintendent  
& Board of Education

**BERKELEY UNIFIED SCHOOL DISTRICT  
REGULAR MEETING OF THE BOARD OF EDUCATION – AGENDA**

**Wednesday, March 7, 2001 AT 6:00 p.m.**

Administrative Offices, Board Meeting Room  
2134 Martin Luther King, Jr. Way  
Berkeley, CA 94704-1180

**CALL TO ORDER:** Meeting will be Called to Order by the Presiding Officer at 6:00 p.m. and immediately recess to Closed Session. Meeting will reconvene in Public Session at 7:30 p.m.

**1. BOARD ROLL CALL:** President Terry S. Doran  
Vice President Shirley Issel  
Director Joaquin J. Rivera  
Director John T. Selawsky  
Director Ted Schultz  
Student Director Niles Xi'an Lichtenstein\*

**Administration:** Stephen A. Goldstone, Ed. D., Interim Superintendent, Secretary

**2. Recess to Closed Session – Board Conference Room**

- a. Discussion with Legal Counsel – Existing Litigation (Pursuant to Government Code Section 54956.9(a))
- b. Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation (Pursuant to Government Code Section 54956.9(b): Specify number of cases: One
- c. Collective Bargaining Session (Pursuant to Government code Section 3549.1 (d )
- d. Public Employment Discipline/Release/Transfer/Assignment (Pursuant to Government Code Section 54557)
- e. To Hear a Charge or Complaint Against an Identified Employee (Pursuant to Government Code Section 54957)
- f. Approval of Notice of Non Re-election of Probationary Teachers (Pursuant to Education Code Section 44929.21)
- g. Approval of Notice of Non Re-election of Temporary Certificated employees for the 2001-2002 school year (Pursuant to Education Code Section 44954(b))
- h. Approval for the Superintendent to issue possible termination and reassignment notices to certificated administrators (Pursuant to Education Code Section 44951)
- i. Public Employment (Pursuant to Government Code Section 54957) **Pages 1-2)**

**Certificated Transactions:**

- 1. Resignation.

**Classified Transactions:**

- 1. Substitutes, if and as needed: Instructional Technician; Intramural; Instructional Specialist
- 2. Student Worker
- 3. Tutor
- 4. Provisional
- 5. Probationary
- 6. Resignation

**RECONVENE IN PUBLIC SESSION**

**7:30 p.m.**

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\*The Student Director does not attend Closed Session

3. **BOARD ROLL CALL:** President Terry S. Doran  
Vice President Shirley Issel  
Director Joaquin J. Rivera  
Director John T. Selawsky  
Director Ted Schultz  
Student Director, Niles Xi'an Lichenstein

**Administration:** Stephen A. Goldstone, Ed. D., Interim Superintendent, Secretary

**REPORT OF ACTION TAKEN IN CLOSED SESSION**

**COLLECT “REQUESTS TO ADDRESS THE BOARD OF EDUCATION” CARDS**

**PUBIC TESTIMONY:** 30 Minutes Maximum—3 Minutes Per Speaker

**UNION REPRESENTATIVES:** 5 Minutes Each

**ADVISORY COUNCILS:** 5 Minutes Each

**SUPERINTENDENT’S REPORT**

**BOARD MEMBERS’ COMMENTS** 5 Minutes Each

<b>PRESENTATIONS</b>	<b>Placed on Agenda by</b>	<b>Disposition</b>	<b>Page( s )</b>
<b>8:30 p.m.</b>			
4. Presentation by the Berkeley High School students And staff who will be traveling to Cuba, April 3, 2001-April 17, 2001	T.Doran 644-6550		Oral
<b>8:45 p.m.</b>			
5. Presentation regarding the Small Learning Community Proposal at Berkeley High School	C.Lim 644-6257		Oral

<b>APPROVAL OF CONSENT CALENDAR, ACTION ITEMS</b>	<b>Placed on Agenda by</b>	<b>Disposition</b>	<b>Page(s)</b>
6. Approval of Personnel Recommendations	D.Gomez 644-6150		1-2
7. Approval of Contracts and Purchase Orders in Excess of \$15,000.00	G.Sirogiannis 644-8911		3-5

Regular Meeting of the Board of Education – Agenda  
**Wednesday, March 7, 2001, at 6:00 p.m.**

Page 3 of 7

<b>APPROVAL OF CONSENT CALENDAR, ACTION ITEMS (continued)</b>	<b>Placed on Agenda by</b>	<b>Disposition</b>	<b>Page(s)</b>
8. Approval of the Release, Reassignment and Termination of Certificated Administrative Personnel (Pursuant to Education Code Section 44951)	D.Gomez 644-6150		From Closed Session
9. Pursuant to Education Code Section 44954(b), the Board of Education is requested to take action to not Re-elect all temporary certificated teachers for the 2001-2002 school year	D.Gomez 644-6150		From Closed Session
10. Pursuant to Education Code Section 44954, the Board of Education is requested to take action to not Re-elect probationary certificated teachers for the 2001-2002 school year	D.Gomez 644-6150		From Closed Session
11. Approval of the use of school auditoriums and classrooms by various churches	J.Owens 644-8955		6
12. Approval of Resolution in Support of the Statewide Declaration of Action on March 8, 2001 to Demand A Reversal of the Ban on Affirmative Action	T.Doran 644-6550 N.Lichtenstein 644-6550		7
13. <b>Approval of Resolution No. 7259:</b> Approval to Support the proposed amendments to the Schools Excess Liability Fund (SELF) Joint Powers Authority (JPA) Agreement	C.James 644-6674		8-25
14. Approval of the Terms of Agreement with California State Hayward University and Berkeley Unified School District teacher, Rachel Garlin, to participate In the CalState TEACH Program	D.Gomez 644-6150		26-29
15. Approval Healthy Start Planning and Operational Grants and School Community Policing Grant: a. A Three-year Healthy Start Operational Grant for \$400,000 for Cragmont Elementary School b. Two Healthy Start Planning Grants for \$50,000 Each for Berkeley Alternative high School and City of Franklin MicroSociety Magnet School c. A Three-year School-Community Policing Partnership Grant for \$325,000 for a joint program at Berkeley High School and Berkeley Alternative High School	C.Lim 644-6257		30-31

Regular Meeting of the Board of Education – Agenda  
**Wednesday, March 7, 2001, at 6:00 p.m.**

Page 4 of 7

<b>APPROVAL OF CONSENT CALENDAR, ACTION ITEMS (continued)</b>	<b>Placed on Agenda by</b>	<b>Disposition</b>	<b>Page (s)</b>
16 Approval for Berkeley High School students to attend a Field Trip to Cuba on April 3, 2001- April 17, 2001	T.Doran 644-6550		Delivered Prior to Meeting.

<b>APPROVAL OF ACTION ITEMS</b>	<b>Placed on Agenda by</b>	<b>Disposition</b>	<b>Page (s)</b>
17. Third Reading and Acceptance of the proposed changes at Berkeley High School and Berkeley Alternative High School for the 2001-2002 school year	C.Lim 644-6257		32-36
18. Approval of Resolution No. 7260: Energy Conservation	J.Rivera 644-6550 S.Issel 644-6550 C.E.James 644-6674		37-38
19. Approval of changes to the Citizens Budget and Finance Advisory Committee Process and Appointments	J.Rivera 644-6550		39-40

<b>DISCUSSION/INFORMATION/REPORT</b>	<b>Placed on Agenda by</b>	<b>Disposition</b>	<b>Pages ( s)</b>
20. Discussion of Second Interim Report	G.Sirogiannis 644-8911		Delivered Prior to Meeting
21. First Reading and Discussion of the Adoption of <i>Visual And Performing Arts Content Standards for California Public Schools</i>	D.Pico 644-7764		41-42 + separate document
22. First Reading of a Board Policy Establishing a Green Procurement and Sustainable Procedures Policy for The Berkeley Unified School District	T.Doran 644-6550		43-44

**ADDITIONAL PUBLIC TESTIMONY:**

10 Minutes

<b>BOARD MATTERS</b>
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23. Board Committee Appointments/Reports
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- |  |
|--|
| <ul style="list-style-type: none"><li>• Berkeley School Financing Corporation</li><li>• Citizens Advisory Committee on Diversity</li><li>• Citizens Construction Program Advisory Committee</li><li>• Citizens Construction Program Advisory Committee</li><li>• Facilities Maintenance and Security Advisory Committee</li><li>• Music Program Committee</li><li>• Peace and Justice Commission</li><li>• Student Assignment Advisory Committee</li><li>• Surplus Facilities Advisory Committee</li><li>• Two-by-Two Committee</li><li>• Youth Commission</li></ul> |
|--|

<b>BOARD REQUESTS</b>
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**ADJOURNMENT**

**Board of Education Meetings are broadcast live on KPFB/FM 89.3  
and  
Cable Television Channel 25**

**Guidelines for Speakers at Board of Education Meetings**

You are invited to participate in the 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** (located on the side of the Speaker's Stand) and give it to the **Board Recorder**. Your card must be submitted before the Presiding Officer calls for the item – **PUBLIC TESTIMONY**.

You will be called on to speak by the Presiding Officer.

A speaker has three minutes in which to make his/her remarks. (The Presiding Officer will extend the time allocation for those with special speech needs.)

Any subject related to the District or its educational programs may be discussed at Board of Education Meetings **except matters pertaining to individual employees of the Berkeley Unified School District**. 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.

QG:hj



**Supplement to Board Agenda March 7, 2001**

**APPROVAL OF CONTRACTS/PURCHASE ORDERS**

ROLL: Motion Recommend: That the Board Authorized the Associate Superintendent, Business or Purchasing Manager to execute the following contracts and purchase orders.

**EXPENSE:**

**SERVICES CONTRACTS IN EXCESS OF FIFTEEN THOUSAND DOLLARS (\$15,000)**

Request by	Vendor	Funding	Amount	MBE*
Rental of four (4) 20' containers at Berkeley High School.				
1.C. James Assoc. Supt. Support Services	Trion Mobile Storage 23422 Clawiter Road Hayward CA	Fire	\$19,100	
Rental of four (4) 20' containers at Berkeley High School.				
2.C. James Assoc. Supt., Support Services	Division of the State Architect 1515 Clay Street Oakland CA	Bond	\$21,195	
Fees based on amended construction cost of Malcolm X Elementary School Modernization.				
3.C. James Assoc. Supt. Support Services	Gudmudson Siggins Stone & Skinner One Embarcadero Ctr San Francisco CA	Self- Insurance	\$20,000	
Professional Legal Services for the 2000/01 fiscal year.				
4.G. Sirogannis CFO Business Services	Computer Exchange 1052 Meldoy Lane #210 Roseville CA	General Fund (increase of \$15,000)	\$32,206	
Rental fees for MCODE System 9250 monthly rental of \$1850.00 for the 00/01 fiscal year.				
5.D. Gomez Assoc. Supt., Admin. Services	Jeffrey Lovell 7723 N Pershing Avenue Stockton CA	General Fund (increase of \$12,000)	\$41,000	
Interim Classified Personnel Director.				
6.C. Lim Assoc. Supt., Instruction	U C Extension 1995 University Avenue Berkeley CA	CALPIP (increase of \$47,045)	\$127,070	
CAL PIP program services for the 2000/01 school year.				
7.G. Sirogiannis CFO Business Services	Modular Info Systems 2160 Crow Canyon Place San Ramon CA	General Fund (increase of \$30,000)	\$46,000	

Data Processing support services as needed for the 00/01 fiscal year.

## APPROVAL OF CONTACTS/PURCHASE ORDERS

8.C. James	Darrell D. Taylor	Fire	\$64,999
Assoc. Supt.,	1909 Humboldt Avenue	(increase of \$50,000)	
Support Services	Davis CA		

Consultant to provide assistance to the Berkeley High School.

9.C. James	GE Capital Modulare Space	Fire	\$147,600
Assoc. Supt.,	21201 Cabot Blvd	(increase of \$68,600)	
Support Services	Hayward CA		

Portable classroom and office unit for Health Center at Berkeley High School for the period March 1, 2001 through June 30, 2003.

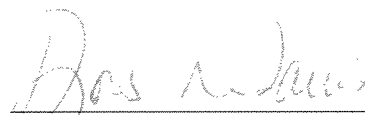
10.C. James	Mercury Moving	Fire	\$27,000
Assoc. Supt.,	3310 Adeline Street	(increase of \$7,000)	
Support Services	Berkeley CA		

Provide moving services related to fire in "B" building at BHS.

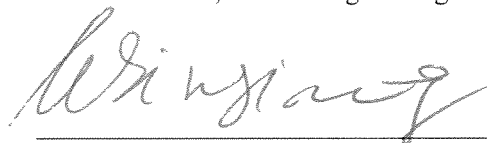
11.M. Kirkpatrick	State Dept of Rehabilitation	Adult	\$45,953
Principal	P O Box 44222		
Berk Adult School	Sacramento CA		

Matching funds for Workability II for FY 2201 per contract #22478.


Prepared By:

  
Doris R. Davis, Purchasing Manager

Funds Available:

  
George Sirogiannis  
Chief Financial Officer

Recommend Approval:

  
Stephen A. Goldstone, Ed.D.  
Interim Superintendent

## APPROVAL OF CONTRACTS/PURCHASE ORDERS

### EXPENSE:

A Minority Business Enterprise (MBE) is an independent and continuing business for profit, which performs a commercially useful function and which is owned and controlled by one or more minority persons residing in the United States or its territories. A Women Owned Business (WBE) is an independent and continuing business for profit, which performs commercially useful function and which is owned and controlled by one or more woman (women) residing in the United States or its territories.

The MBE/WBE as they appear on the March 7, 2001 Board Agenda is as follows:

### MBE/WBE PERCENTAGE Analysis of Purchasing CONTRACT/PURCHASE ORDERS\*

	Contracts/ Purchase Orders^	Construc- tion^	BIDS^	TOTAL	Total Dollars MBE/WBE*
This Meeting	0%	. 0%	0%	0%	\$0.00
FY2001 To Date	14%	. 003%	0%	03%	\$1,113,340
Total for FY 2000	09%	0%	0%	05%	\$738,046
Total for FY 1999	11%	26%	0%	22%	\$3,537,098

**\*Percentages are computed based on total purchases less those purchase of which there was no option for MBE/WBE purchases. For example we must purchase electricity from PG&E.**

^Contracts/Purchase Orders are listed on this document.

^Construction is a Resolution, not part of this document.

^Bids is a separate document, not a part of this document.

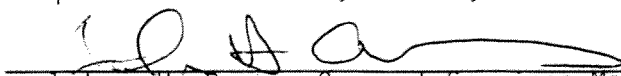




BERKELEY UNIFIED SCHOOL DISTRICT

DATE: March 7, 2001  
TO: Members, Board of Education  
FROM: Stephen A. Goldstone, Ed. D., Interim Superintendent

PREPARED BY:

  
Judson H. Owens, General Services Manager

  
George Sirogiannis, Chief Financial Officer

RE: USE OF SCHOOL AUDITORIUMS AND CLASSROOMS BY VARIOUS  
CHURCHES

=====

RECOMMENDATION:

That the Board of Education approve Resolution No. 7258, permitting the use of Willard Middle School Auditorium by Berkland Baptist Church, King Middle School Auditorium by San Francisco Church of Christ, and Washington Elementary School Multi-purpose room by Berkeley Baptist Church.

DISCUSSION:

California Education Code Sections 40040 through 40043, Civic Center Act, allows the use of school property by religious organizations. Berkland Baptist Church utilized Willard Middle School Auditorium during FY-1993 through FY-2000, for religious services, and provided additional furnishings and equipment at the request of the school. Due to remodeling of the auditorium, they had to find temporary space. San Francisco Church of Christ has utilized various auditoriums, classrooms and the Berkeley Community Theater for religious services. Berkeley Baptist Church is a small congregation who recently began serving the Berkeley community.

FINANCIAL IMPACT:

The requested use is for three hours, Sundays only. The expected yearly gross income from this usage is \$77,325.00.



RESOLUTION NO. 7258

USE OF AUDITORIUMS BY VARIOUS CHURCHES

This agreement is made and entered into between the governing board of the Berkeley Unified School District, of Alameda County California, hereinafter referred to as the "District" and Berkland Baptist Church, Berkeley Baptist Church and The San Francisco Church of Christ.

Pursant to the terms of the California Education Code, Use of School Property, Sections 40040 through 40043, known as the Civic Center Act, the District is authorized to permit Religious organizations to use various school facilities for Church services based on the following:

Section 40040. CIVIC CENTER ACT

Section 40041. USE OF SCHOOL FACILITIES AS CIVIC CENTER

Section 40041(b) The governing board of any school district may grant the use of school facilities or grounds as a Civic Center upon the terms and conditions the board deems proper, subject to limitations, requirements, and restrictions set forth in this article, for any of the following purposes:

Section 40041 (b) (3) The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization which has no suitable meeting place for the conduct of the services, provided the governing board charges the church or religious organization using the school facilities or grounds a fee as specified in subdivision (c) of Section 40043.

Section 40043 (c) Charges Based on Costs. The governing board of any school district which authorizes the use of school facilities or grounds for the purpose specified in paragraph (3) of subdivision (b) of Section 40041 shall charge the church or religious denomination an amount at least equal to the District's costs.

NOW THEREFORE, it is mutually agreed between the parties as follows: Berkland Baptist Church, Berkeley Baptist Church and San Francisco Church of Christ will be allowed to use Willard Middle School Auditorium, King Middle School Auditorium and Washington Elementary School Auditorium for church services



on a renewable basis every Sunday henceforth and such use shall be terminated as of June 30, 2001. The charges for such use will be consistent with the District Facilities Permit approved by the General Services Manager.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of March 2001.

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Terry S. Doran, President  
Board of Education

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Stephen A. Goldstone, Ed.D.  
Interim Superintendent

**BERKELEY UNIFIED SCHOOL DISTRICT  
OFFICE OF THE SUPERINTENDENT**

**March 7, 2001**

**RESOLUTION IN SUPPORT OF THE STATEWIDE DECLARATION OF ACTION ON  
MARCH 8, 2001 TO DEMAND A REVERSAL OF THE BAN ON AFFIRMATIVE ACTION**

**WHEREAS**, in July of 1995, the UC Regents banned affirmative action in the UC system, signaling a retreat from the hard won gains of the Civil Rights Movement and the important progress we have made toward a racially integrated society; and

**WHEREAS**, following this action the number and percentage of students of color and other underrepresented groups has dropped precipitously across the UC system; and

**WHEREAS**, during the same period, school desegregation programs across the country have been overturned resulting in racially isolated student population; and

**WHEREAS**, the ban on affirmative action at UC has had a negative impact on the educational opportunities for all students; and

**WHEREAS**, the UC Regents will meet on March 14-15, 2001 in Los Angeles, and may consider overturning the affirmative ban; and

**WHEREAS**, civil rights organizations, students and others are organizing rallies, marches, and other actions on March 8, 2001 to demonstrate to the Regents the commitment of the people of California to a fully integrated society.

**THEREFORE, BE IT RESOLVED**, that the Board of Education and Superintendent of Schools do hereby declare its support for the March 8, 2001 Day of Action; and

**FURTHER, BE IT RESOLVED**, that the Board of Education and Superintendent of Schools urge the Regents of the University of California to overturn the ill-advised ban on affirmative action as part of their academic programs; and

**BE IT FURTHER RESOLVED**, that the Superintendent of Schools is directed to forward this resolution to the Regents of the University California as well as to notify all schools in the Berkeley Unified School District of this action.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of March, 2001.


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Terry S. Doran, President  
Board of Education

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Stephen A. Goldstone, Ed.D.  
Interim Superintendent of Schools

## BERKELEY UNIFIED SCHOOL DISTRICT

**DATE:** March 7, 2001  
**TO:** Board of Education  
**FROM:** Steven A. Goldstone, Interim Superintendent  
**PREPARED BY:** Catherine James, Associate Superintendent   
**RE:** Amendments to SELF JPA Agreement

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**RECOMMENDATION:** It is recommended that the Board approve resolution number 7259 supporting the proposed amendments to the Schools Excess Liability Fund (SELF) Joint Powers Authority (JPA) Agreement.

**DISCUSSION:** SELF is a statewide JPA providing excess workers' compensation and liability coverage to more than 1,000 California public educational agencies. SELF was formed in 1986 during the insurance crisis when schools were not able to obtain excess liability coverage.

The JPA Agreement is the contract between SELF and the member districts. Whenever an amendment is made to this Agreement, it is necessary that members approve the changes. The main change currently proposed moves the Administration of the Finance and Investment (Section V) to SELF's Bylaws, allowing the Board the flexibility to change those areas without requiring member action.

The SELF Board of Directors approved the proposed amendments to the JPA Agreement at their December 1, 2000 meeting. The Board is recommending that members of SELF approve the amendments to the JPA Agreement. To approve the amendments, a majority of members (530) must respond. Of those respondents, two-thirds or 353 votes approving the amendments are required to enact the proposal.

Berkeley Unified is a member of the SELF JPA which provides the district's excess liability insurance.

**RESOLUTION NO. 7259**

**APPROVAL OF RECOMMENDED CHANGES TO SELF JPA AGREEMENT**

**WHEREAS**, The Berkeley Unified School District joined Schools Excess Liability Fund (SELF) to self fund excess liability and excess workers' compensation coverages; and

**WHEREAS**, the SELF Board of Directors has approved and recommends the amendment dated December 1, 2000 for approval.

**NOW, THEREFORE, BE IT RESOVED** that the Berkeley Unified School District approves the amendments to the SELF JPA Agreement.

Passed and adopted by the Board of Directors of the Berkeley Unified School District this 7<sup>th</sup> day of March, 2001, by the following vote:

AYES:

NAYS:

ABSENT:

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Steven A. Goldstone, Ed.D.  
Interim Superintendent of Schools and  
Secretary, Board of Education

**SCHOOLS EXCESS LIABILITY FUND**  
**A JOINT EXERCISE OF POWERS**  
**Among Specified Public Educational Agencies**  
**for the Management, Operation and Maintenance**  
**of Risk Pooling and Insurance Programs for**  
**Excess Liability, Property, Workers' Compensation and other Programs**

THIS DOCUMENT constitutes the Fifth Amended Schools Excess Liability Fund Joint Powers Agreement (hereinafter "**Agreement**"), and it supersedes all previous amendments and the Agreement originally dated March 1, 1986. Pursuant to the provisions of Title I, Division 7, Chapter 5, Article 1 of the Government Code of the State of California (commencing with Section 6500 thereof) relating to the joint exercise of common powers, this **Agreement** is entered into among those **public educational agencies** as defined in this **Agreement**, which are or may hereafter become, **parties** to this **Agreement** for the purpose of operating an authority to be known and designated as "Schools Excess Liability Fund" hereinafter referred to as SELF.

<u>      </u>	new items
<u>      </u>	items moved in JPA Agreement
<del>is</del>	deleted

**WITNESSETH**

**WHEREAS**, the public interest requires and it is to the mutual benefit of the **parties** hereto to join together to establish and operate cooperative **programs** of risk pooling, insurance and risk management for excess liability, property, workers' compensation and other **programs**, and

**WHEREAS**, the operating of such cooperative **programs** is of such magnitude that it is necessary for the **parties** to this **Agreement** to join together to accomplish the purposes hereinafter set forth, and

**WHEREAS**, each of the **public educational agencies** which is a **party** to this **Agreement** has the power to establish, manage, operate and maintain programs of excess risk pooling and insurance for liability, property, workers' compensation and other **programs**, and

**WHEREAS**, Title I, Division 7, Chapter 5, of the California Government Code authorizes the joint exercise by two or more public agencies of any power which is common to each of them;

**NOW THEREFORE**, for and in consideration of the mutual advantages to be derived therefrom and in consideration of the execution of this **Agreement** by other **public educational agencies**, each of the parties does hereto agree as follows:

(Throughout this **Agreement**, words and phrases that appear in bold type have special meanings. They are defined in ~~Article 1~~, Section I below.)

**I. DEFINITIONS**

Unless otherwise stated herein, for purposes of this agreement the following words shall have the meanings stated:

- A. **Agreement** means this Joint Powers Agreement executed by parties to SELF.
- B. **Authority** means SELF.
- C. **Board** means the **Board** of Directors of SELF as established by this **Agreement**. (PREVIOUSLY A.)  
and the Bylaws.
- D. **Bylaws** means the **bylaws** by which SELF is to be governed. (previously B)
- E. **Claim** means that portion of a settlement, judgment, compromise and release, award or **claim**, which exceeds or is likely to exceed a **party's** retained limit as specified in the appropriate **Memorandum of Coverage**. **Claim** costs shall include expenses as defined in such **Memorandum of Coverage**. (previously C.)
- F. **Contribution** shall mean money, including, but not limited to, special assessments, paid by a party to SELF in return for the services and coverage outlined in the appropriate Memorandum of Coverage. (from the Bylaws)
- G. **Fiscal year** means the period of time commencing on July 1 and ending June 30. (previously f.)
- H. **Fund** means a sum of money established for the purpose of carrying out this **Agreement**. A separate **fund** shall be established for each **program**. (previously G.)
- I. **Member** means a person duly elected or appointed to the **Board** of Directors as provided for in this **Agreement**. (previously H.)
- J. **Memorandum of Coverage** means a document specifying terms, conditions, coverages, and limits of liability for each **program** operated by SELF. (previously I)
- K. **Party** means a **public educational agency** which is a **party** to this **Agreement**. (previously J)
- L. **Program** means liability, property, workers' compensation, or other coverage **programs** authorized by the **Board**. (previously K)
- M. **Public educational agencies** means any public school district, community college district, county board of education/county superintendent of schools, regional occupational programs/centers, the California State University or other public entity providing educational programs or services to the community, or such joint powers agencies/authorities consisting of one or more of the foregoing and serving the interests of the public entities detailed in this **Agreement**. (previously L)
- ~~D. **Excess coverage** means the amount of coverage provided by SELF in excess of the retained limit as specified in the appropriate program Memorandum of Coverage.~~ (moved to Bylaws)
- ~~E. **Fiscal agent** means the entity or person designated by SELF pursuant to applicable law to be~~

~~the depository and custodian of all the money of SELF.~~

- M. ~~Retained limit~~ means the amount of paid ~~claim~~ liability for which each ~~party~~ to this Agreement is responsible on a per occurrence basis. (moved to Bylaws)

## II. PURPOSE

The purpose of this **Agreement** is to establish, operate, and maintain and/or fund pooling and insured **programs** for excess liability, property, workers' compensation and other **programs** approved by the **Board**, the function of said **programs** being within the power common to each of the **parties** to this **Agreement**.

## III. ADMINISTRATION

SELF shall be governed by a **Board** of Directors, which shall be established and shall operate as provided in the SELF Bylaws follows. (Previously Section XI, Board of Directors)

- A. With the exception of the two *ex-officio* positions, eligibility for membership on the **Board** shall be limited to employees of **public educational agencies** that are **parties** to the SELF **Agreement** as defined. Only the designated primary **Board member** or alternate **Board member** may represent that **member's** constituency. (Previously Bylaws V, Board of Directors)
- B. Membership: The **Board** of Directors shall consist of sixteen elected and one appointed voting **members** and two *ex-officio* **members**, as follows: (Previously Section XI Board of Directors, A)
1. There shall be four elected **members** from community colleges, two representing the South and two representing the North (See Appendix I);
  2. There shall be elected one **member** from each of the SELF Areas one, two, three and four (See Appendix I);
  3. There shall be two elected **members** from SELF Area five (See Appendix I);
  4. There shall be six elected **members** from SELF Area six (See Appendix I);
  5. There shall be one *ex-officio* **member** from the State Community College Chancellor's Office;
  6. There shall be one *ex-officio* **member** from the Office of the State Superintendent of Public Instruction; and
  7. There shall be one **member** appointed by the Chancellor of The California State University for so long as the California State University is a **party** to the SELF **Agreement** .
- C. Election: Each **party** to the **Agreement**, with the exception of the California State University, shall be entitled to submit one ballot for the election of **members** within its SELF Area. Elected **Board members** shall begin their term of office July 1, following the election. (Previously Section XI, Board of Directors, B.)
- D. Alternates: The **Board** shall appoint alternates for each **member**. The **Board** may consider recommendations from **members** when making such appointments. Alternates shall serve at the pleasure of the **Board**. (Previously Section XI, Board of Directors.C)
- E. Term of Office: Elections shall be held every two years. Each **member** shall serve for a period of four (4) years. The terms of office for the **members** from the State Community College Chancellor's Office, the Office of the State Superintendent of Public Instruction, and The California State University shall be determined by the

appointing authority. (Previously Section XI, Board of Directors, D)

- F. Vacancies of the **Board**: In the event that a **member** is unable to fulfill his/her term of office, the **Board** shall, at its discretion, appoint a replacement to serve the remainder of the **member's** term. In the event that a **member** is an employee or agent of a **party** giving notice of withdrawal, pursuant to Article XV of these Bylaws, such **member** shall be deemed to have resigned from the **Board** as of the date of the notice, even though the effective date of the resignation occurs at the end of the **fiscal year**. (Previously Section XI, Board of Directors, E)
- G. SELF shall comply with the Ralph M. Brown Act (Government Code § 54950 et seq.) to the extent required by law. (Previously Section XI, Board of Directors, F)
- H. Quorum: Except as otherwise required by the **Agreement** and these **Bylaws**, a quorum of the **Board** shall consist of a majority of the voting **members** of the **Board** or when applicable (e.g., due to **Board member(s)** absence from a meeting), **Board** alternates. (Previously Section XI, Board of Directors, G)
- I. Attendance at Meetings: All **members** or their alternates shall attend all meetings of the **Board**. If a **member** or alternate fails to attend two consecutive meetings, the **Board** may declare a vacancy in that office. (Previously Section XI, Board of Directors, H)
- J. Voting: With the exception of *ex-officio* positions, each **member** or, when applicable, alternate, shall have one vote, which may be cast on any issue before the **Board**. Except as otherwise permitted by Sections 54950, et seq. of the California Government Code, no proxy or absentee votes shall be permitted. Except as otherwise provided in these **Bylaws**, a vote of a majority of the primary or alternate **Board members** in attendance shall be sufficient to constitute action, provided a quorum is established. (Previously XI, Board of Directors, I)
- K. **Board Officers**: The officers of the **Board** shall consist of a chairperson, vice chairperson, secretary and comptroller. The officers shall be elected by the **Board** from among themselves on a single vote per **member** basis. The term of office for officers shall be two (2) years. (Previously XI, Board of Directors, J)
- L. Notice of Meetings: Except for special meetings, notices of meetings shall be sent by mail to each **member** and alternate no less than thirty (30) days before regularly scheduled meetings. (Previously XI, Board of Directors, L)
- M. Conduct of Meetings: Unless otherwise determined by the **Board**, meetings shall be conducted pursuant to the most current edition of "Robert's Rules of Order." (Previously XI, Board of Directors, M)
- N. Minutes: The secretary shall cause to be kept minutes of all open-session meetings of the **Board** and shall, as soon as possible after each meeting, cause a copy of the minutes to be provided to each **member** and alternate. (Previously XI, Board of Directors, N.)
- O. Expense Reimbursement: **Members** or alternates shall receive reimbursement for travel and *per diem* expenses incurred in accordance with policy established by the **Board**. **Members** or alternates shall not receive any other form of reimbursement. (Previously XI, Board of Directors, O)



- P. Indemnification: **Board members** and their alternates are indemnified, by the **Agreement**, and SELF does hereby agree to indemnify and hold them, and each of them, severally and jointly, harmless against and free from all claims, expenses, demands, penalties, fines, forfeitures, judgments, settlements, attorney fees, and any other amount whatsoever actually and reasonably incurred or threatened by reason of, or as a result of, their official participation and actions in pursuance of the execution and administration of the **Agreement** and the operation of the **Authority** created thereunder, including but not limited to amounts arising out of or by any judicial or quasi-judicial action or proceeding, whether civil, criminal, administrative or investigative, on condition that it appear to the satisfaction of the **Board** that the indemnitee acted in good faith and in a manner reasonably believed by him or her to be in the best interest of SELF, or that such a person had no reasonable cause to believe that his or her conduct under the circumstances was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or plea of *nolo contendere* or its equivalent shall not for purposes of the **Agreement** and these **Bylaws** of itself create any presumption that the indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of SELF, nor any presumption that such a person had reasonable cause to believe that his or her conduct under the circumstances was unlawful. This provision of indemnity shall not be construed to obligate SELF to pay any liability, including but not limited to, punitive damages, which by law would be contrary to public policy or itself unlawful. The **Board**, at its discretion, may self-fund or provide for errors and omissions insurance policy coverage for the directors and officers and employees of SELF, at the expense of SELF.
- Q. Meetings: The **Board** may conduct regular, adjourned regular, special, and adjourned special meetings, provided, however, that it will hold at least two regular meetings each year. The date, time and place for the regular meetings shall be fixed by the **Board**. Such meetings shall be publicly noticed prior to the meeting by the **Board**. All meetings of the **Board** shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (Sections 54950, et seq. of the California Government Code), and as augmented by rules of the **Board** not inconsistent therewith. A calendar shall be distributed to all primary and alternate **Board members**, and to any person who has filed a written request seeking notice of **Board** meetings, and shall provide notice solely of regular (i.e. not special or adjourned regular or special) meetings. The **Board** may hold additional meetings as determined by the **Board** and consistent with the Brown Act. Except as otherwise provided or permitted by law, all meetings of the **Board** shall be open and public. The **Board** shall cause to be kept minutes of its meetings, and shall promptly transmit to the primary **members** of the **Board** and their alternates, true and correct copies of the minutes of such meetings. (Previously Bylaws V.G)
- R. The **Board** shall designate its principal office as the location at which it will receive notices, correspondence, and other communications, and shall designate one of its primary **members** or employees as an officer for the purpose of receiving service on behalf of the **Board**. The **Board** shall comply with the provisions of Sections 6503.5 and 53051 of the Government Code requiring the filing of a statement with the Secretary of State and with the State Controller. (Previously Bylaws V.H)
- S. The **Board** may establish rules governing its own conduct and procedure, and have such expressed or implied authority as is not inconsistent with or contrary to the laws of the State of California, this **Agreement** and the **Bylaws**. (Previously Bylaws V.I)
- T. Consistent with Government Code Section 6509, SELF shall designate a contracting **party**

whose restrictions upon the manner of exercising power shall also apply to SELF. (Previously Bylaws V..J)

U. Administration: The **Board** shall, either directly or by contract, perform the following services: (Previously B)

1. Provide for payments of **claims** in accordance with this **Agreement** and the **Bylaws**.
2. Establish yearly **contributions** and loss reserves for each **program** and return of **contributions**/rate credits, if appropriate. Pursuant to the payment of the required **contributions** by each **party** to SELF, SELF shall issue to each **party** a **Memorandum of Coverage** indicating the coverage provided to the **party** by SELF and the exchange of services, if any. The coverage provided by such **Memorandum of Coverage** will begin for each **party** on the date set forth in the declarations of the **Memorandum of Coverage** and will expire at the end of the **fiscal year**. (Previously Bylaws II.B)
3. Provide a strict accountability of all **funds** for each **program** and a report of all receipts and disbursements.
4. Provide for pooled or insured excess coverage above the retained limit as specified in the respective **program Memorandum of Coverage**.
5. Provide, when necessary, for legal representation in defense of **claims** expected to exceed the **retained limit**.
6. Provide for annual audit of the **funds** by an independent Certified Public Accountant.
7. Provide for management reports, including but not limited to, actuarial analyses, **claims** audits and special reports.
8. Prepare and maintain **claim** files and other records and cause same to be retained.
9. Provide for, when necessary, investigation of **claims**.
10. Provide information in defense of **claims**.
11. Authorize the allowance, compromise, settlement or rejection of **claims**.
12. Prepare all notices and reports and otherwise prepare all matters necessary to comply with the provisions of state law and other legal directives.
13. Prepare a Policy and Procedures Operating Manual to be followed by each of the **parties** hereto.
14. Except as otherwise provided in this **Agreement** and the **Bylaws**, the **Board** shall have the authority to make and enter into contracts, employ agents and employees, acquire, hold and dispose of real and personal property, incur all debts, liabilities or obligations as is necessary to administer and carry out the

purposes of the **Authority**, file suit, and enter into such settlements as may be beneficial to SELF, as determined by the **Board**.

15. Appoint a **custodian** to be the depository and have custody of all the money of SELF pursuant to the California Government Code, Section 6505.5. Such **custodian** shall perform those functions as required by said Code and other applicable law.
16. Establish bank accounts and/or trust funds as appropriate. (Previously 15)
17. Provide procedures for election of the **Board** of Directors. (Previously 16)
18. Provide for other services as necessary. (Previously 17)

#### IV. BYLAWS

SELF shall be governed by this **Agreement** and the **Bylaws** which are incorporated herein by reference. **Parties** to this **Agreement** are bound by the provisions of the **Bylaws**. In the event that there is a conflict in the provisions of this **Agreement** and the **Bylaws**, this **Agreement** shall prevail over the **Bylaws**.

#### ~~IV.~~ V. TERM OF AGREEMENT

This **Agreement** shall continue in effect unless and until it is terminated as provided for in Section ~~VIII~~ IX of this **Agreement**.

- ~~A. Eligibility: **Public educational agencies** within California may become **parties** to this **Agreement** upon application to and approval by the **Board**. **Parties** may participate in any one or more **programs** operated by SELF.~~ (Moved to VI, Membership)
- ~~B. Successors: Should a **party** to this **Agreement** reorganize in accordance with state law, the successor or successors in interest to such **party** may be substituted as a **party** or **parties** to this **Agreement**, and such substitution shall become effective upon the filing with the **Board** of an assignment by such **party** to its successor or successors in interest of all of said **party's** rights and obligations hereunder, provided such assignment is fully executed by the **party** to this **Agreement** and its successors.~~ Moved to VI, Membership)

#### VI. MEMBERSHIP

- A. Eligibility: **Public educational agencies** within California may become **parties** to this **Agreement** upon application to and approval by the **Board**. **Parties** may participate in any one or more **programs** operated by SELF.
- B. Successors: Should a **party** to this **Agreement** reorganize in accordance with state law, the successor or successors in interest to such **party** may be substituted as a **party** or **parties** to this **Agreement**, and such substitution shall become effective upon the filing with the **Board** of an assignment by such **party** to its successor or successors in interest of all of said **party's** rights and obligations hereunder, provided such assignment is fully executed by the **party** to this **Agreement** and its successors.

## ~~V. FINANCE AND INVESTMENTS~~ (Moved to Bylaws)

~~Each party to the Agreement shall pay to SELF each fiscal year an amount calculated pursuant to Paragraph III.B.2, as the established yearly contribution for each program in which a party participates.~~

- ~~A. Contribution Schedule: Contributions shall be made in advance based on the established yearly amount calculated by the Board. Contributions shall be determined using appropriate actuarial principles.~~
- ~~B. Additional Contributions: Should claims against or by the parties to any program exceed the amount available for the payment of such claims, then each party to such program shall be required by the Board to contribute an additional pro-rated amount sufficient to meet the claims liability.~~
- ~~C. Loss Payments: Claims will be paid on behalf of a covered party pursuant to the appropriate program Memorandum of Coverage.~~
- ~~D. The Board shall have the authority to recommend to the designated fiscal agent that funds not necessary for the immediate operation of SELF be invested in such investments as are permitted by law. The Board shall designate the amount and term of the funds that can be committed to long term investments.~~
- ~~E. No claim or obligation shall be paid from one program to meet the obligation of another program with the following exceptions:~~
  - ~~1. If an immediate need arises to pay an obligation from a program with insufficient funds to meet such obligation, the Board may authorize the loan of a portion of the funds available for long term investment from other programs to meet such obligation.~~
  - ~~2. The Board shall, at the time the loan is made, establish the rate of interest to be charged to the program receiving the loan proceeds. The Board shall consider the prevailing prime rate as well as yield on other investments in determining such interest rate. The interest shall accrue to the benefit of the program making the loan.~~
  - ~~3. Parties of the program to which the loan is made shall be assessed for the amount of the principal and interest of such loan pursuant to Paragraph B of this Section.~~

## ~~VI. COVERAGE~~

~~Coverage shall be as established in the appropriate program Memorandum of Coverage.~~

## ~~VII. WITHDRAWAL OF A PARTY~~

~~A party to this Agreement may cease to be a party hereto or may discontinue participation in any program and may withdraw as a party to this Agreement or from any program in the manner hereinafter provided:~~

- A. Three (3) Fiscal Years' Participation: No **party** to this **Agreement** may withdraw from a any program until it has been a **party** to such **program** for at least three (3) consecutive, full fiscal years.
- B. Intention Resolution of Withdrawal: To effect withdrawal from this **Agreement**, or from any **program** (e.g., Liability or Workers' Compensation) in which a **party** is participating, such **party**, by its governing body, shall adopt a resolution ~~of intention to withdraw~~. stating that it is going to withdraw from SELF or from the SELF program, effective July 1 of that year or the following year.
- C. Notice of Withdrawal: A **party** that is going to withdraw shall cause to be sent to the **Board** a true copy of the resolution of its governing body stating that it is going to withdraw.
- D. A **party** which ~~intends~~ is going to withdraw shall serve its notice of withdrawal upon the **Board** in the manner provided ~~herein for the~~ in this Agreement (at Section XIV hereof, infra) for the giving of notice. As long as the notice of withdrawal is ~~given after~~ received in the SELF office by the close of business on December 31, the notice shall be effective on the last day of SELF's **fiscal year** during which the notice of withdrawal was given. If the notice of withdrawal is ~~given after~~ received in the SELF office after the close of business on December 31, the effective date of such withdrawal shall be on the last day of SELF's **fiscal year** following the fiscal year ~~next~~ in which the notice was given.
- E. Continuing Obligations of a Withdrawing **party**: A **party** withdrawing from a **program** may be entitled to a share of any equity distributions, if any, or be liable for its share of any assessments, if any, declared by the **Board**. After considering reserves for **claims** reported and **claims** incurred but not reported, the **Board** ~~will~~ shall make a determination as to whether to declare any equity distribution or impose any loss assessment, that is based on the overall fiscal impact of the withdrawal on the program pool and that fosters the preservation of the fiscal integrity of the program pool. In no event will any equity distribution be made to a withdrawing **party** until after five (5) years ~~has~~ have elapsed from the date the **party** withdrew from the **program**. In addition, the withdrawal of a **party** from a **program** shall not relieve such **party** of any obligations that such **party** otherwise has in connection with claims which arose while said withdrawn **party** was a participant in such **program**.

#### VIII. INVOLUNTARY TERMINATION OF MEMBERSHIP IN SELF (Previously Bylaws XV. Withdrawal C)

- A. A party may be involuntarily terminated from SELF for failure to pay contributions or assessments to SELF when due; failure to report claims in a timely manner; failure to comply with the provisions of the Memorandum of Coverage, , or Bylaws; or for other good cause as determined by the Board. In the event of such termination, the terminated party's equity or deficit position while a participant in any SELF program will continue to be reflected in the records and reports required under "Article XIII, Accounts and Records," in the Bylaws, and the provisions of Section VII, Paragraph E of this Agreement, supra, shall also apply to such terminated party.

## ~~VIII.~~ IX. TERMINATION OF AGREEMENT

The governing bodies of the **parties** may determine that the public interest will not be served by the continuance of this **Agreement**. In such event, by a two-thirds (2/3) vote of the total number of **parties** voting in favor of termination, this **Agreement** shall be terminated effective at the end of the **fiscal year** specified by such parties at the time of voting. The **Board** shall provide for the continued administration of SELF business during the period of up to ten (10) years as referred to in Section X, ~~below.~~ infra.

## ~~IX.~~ X. DISTRIBUTION OF PROPERTY AND MONIES UPON TERMINATION OF THIS AGREEMENT

- A. Reserve Account: Upon any termination of this **Agreement**, the **Board** shall provide or cause to be provided, **program** reserve accounts for a period of up to ten (10) years for the purpose of paying all legal obligations hereunder, and such obligations shall include but not be limited to, all payments required to be established for the purpose of paying **claims**, and any other legal obligations incurred by the **Board** pursuant to this Agreement. At the end of such period of up to ten (10) years, the **Board** or its designee shall make no more payments in connection with **claims** which arose while the **Agreement** was in effect and any such liability shall revert to the individual **parties** to this **Agreement**. In lieu of liabilities reverting to the individual parties, the Board may, at its discretion, arrange for the transfer of such liabilities through the purchase of commercial insurance. ~~Any funds remaining in the reserve accounts after the ten year transition period shall be distributed in accordance with the provisions of paragraph IX.B.~~
- B. Distribution of Assets: Upon termination of this **Agreement**, all assets remaining after the establishment of the reserve accounts shall be distributed to the then current **parties** to this **Agreement** in proportion to each party's cumulative contributions relative to the cumulative contributions of all parties. ~~the cumulative paid in contributions less cumulative losses and administrative expenses.~~

## ~~X.~~ XI. LIABILITIES

- A. **Claims** Indemnification and Hold Harmless: Each **party** to this **Agreement** shall be liable for its *pro rata* share of all of the debts and liabilities of the **parties** hereto for **claims**. A **party's** *pro rata* share shall be determined by such **party's** cumulative **contributions** and assessments relative to the cumulative **contributions** and assessments of all **parties** to this **Agreement**. To achieve such purpose, each **party** hereby indemnifies and holds harmless the other **parties** for any loss, cost, or expense that may be imposed upon such other party in excess of such *pro rata* liability. The rules for interpreting indemnity **agreements** as set out in Civil Code Section 2778 are hereby expressly made a part of this **Agreement**.
- B. Other Debts, Liabilities and Obligations: Except as otherwise provided in ~~sub~~ paragraph A of this Section, the debts, liabilities and obligations incurred in the administration of this **Agreement** shall not constitute any debt, liability or obligation of any of the individual **parties** to this **Agreement**, and the **Board** as administrator of this **Agreement** may insure all or any part of any liability incurred by it hereunder. The cost of such insurance shall be an administrative expense of the **Board** and it shall be expended from the appropriate **funds** in

the same manner as other administrative expenses.

## ~~XI. BOARD OF DIRECTORS~~ (Moved to Section III, Administration)

~~A Board of Directors shall be established as herein provided for the purposes specified.~~

~~A. Membership: The Board of Directors shall consist of sixteen elected and one appointed voting members and two ex officio members as follows:~~

- ~~1. There shall be four elected members from community colleges, two representing the South and two representing the North (See Appendix I);~~
- ~~2. There shall be one elected member from each of the SELF (See Appendix I) areas one, two, three and four;~~
- ~~3. There shall be two elected members from SELF (See Appendix I) area five;~~
- ~~4. There shall be six elected members from SELF (See Appendix I) area six;~~
- ~~5. There shall be one ex officio member from the State Community College Chancellor's Office; and~~
- ~~6. There shall be one ex officio member from the Office of the State Superintendent of Public Instruction.~~
- ~~7. There shall be one member appointed by the Chancellor of the California State University System for so long as the California State University System is a party to the SELF Agreement.~~

~~B. Election: Each party to this Agreement, with the exception of the California State University System, shall be entitled to submit one ballot for the election of members within its area. Elected Board members shall begin their term of office July 1, following the election.~~

~~C. Alternates: The Board shall appoint alternates for each member. The Board may consider recommendations from members when making such appointments. Alternates shall serve at the pleasure of the Board.~~

~~D. Term of Office: Elections shall be held every two (2) years. Except for the first election, each member shall serve for a period of four years. For the first election, areas 1, 3, and half of the members from areas 5, 6 and the Community Colleges shall be elected for two year terms. Members from areas 2 and 4, and the remaining members from areas 5, 6 and the Community Colleges shall be elected for the full four year term. The terms of office for the members from the State Community College Chancellor's Office, the Office of the State Superintendent of Public Instruction, and the California State University System shall be determined by the appointing authority.~~

~~E. Vacancies of the Board: In the event that a member is unable to fulfill his/her term of office, the Board shall at its discretion, appoint a replacement to serve the remainder of the member's term. Any party giving notice of withdrawal, pursuant to Section VII, shall be deemed to have resigned from the Board as of the date of the notice, even though the~~



- ~~effective date of the resignation occurs at the end of the fiscal year as determined by Section VII.E.~~
- ~~F. SELF shall comply with the Ralph M. Brown Act (Government Code 54950 et seq.) to the extent required by law.~~
- ~~G. Quorum: A Quorum of the **Board** shall consist of a majority of the total number of **members** on the **Board** or their alternates.~~
- ~~H. Attendance at Meetings: All **members** or alternates shall attend all meetings of the **Board**. If a **member** or alternate fails to attend two consecutive meetings, the **Board** may declare a vacancy.~~
- ~~I. Voting: Each **member** or alternate shall be entitled to cast one vote. A vote may be cast only by the **member** or alternate who is personally present at the meeting.~~
- ~~J. **Board** Officers: The officers of the Board shall consist of a chairperson, vice chairperson, secretary and comptroller. The officers shall be elected by the **Board** from among themselves on a single vote per **member** basis. The term of office for officers shall be two years.~~
- ~~K. **Fiscal Agent**: The Treasurer and Auditor/Controller of Los Angeles County are hereby designated as the Treasurer and Auditor/Controller of SELF pursuant to Government Code Section 6505.5. However, as determined by the SELF **Board**, SELF may at its discretion designate as Treasurer and/or Auditor/Controller any other party authorized by applicable state law.~~
- ~~L. Notice of Meetings: Notices of meetings shall be sent by mail to each **member** and alternate no less than thirty days before regularly scheduled meetings except for special meetings.~~
- ~~M. Conduct of Meetings: Unless otherwise determined by the **Board**, the meetings shall be conducted pursuant to the most current edition of "Robert's Rules of Order".~~
- ~~N. Minutes: The secretary shall cause to be kept minutes of all open meetings of the **Board** and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each **member** and alternate.~~
- ~~O. Expense Reimbursement: **Members** or alternates shall receive reimbursement for travel and per diem expenses incurred in accordance with the policy established by the **Board**. **Members** or alternates shall not receive any other form of reimbursement.~~
- ~~P. Indemnification: **Board members** and their alternates are indemnified, by the Agreement, and SELF does hereby agree to indemnify and hold them, and each of them, severally and jointly, harmless against and free from all claims, expenses, demands, penalties, fines, forfeitures, judgments, settlements, attorney fees, and any other amount whatsoever actually and reasonably incurred or threatened by reason of or as a result of their official participation and actions in pursuance of the execution and administration of the Agreement and the operation of the authority created hereunder, including but not limited to amounts arising out of or by any judicial or quasi-judicial action or proceeding, whether civil, criminal,~~



~~administrative or investigative, on condition that it appear to the satisfaction of the **Board** that the indemnitee acted in good faith and in a manner reasonably believed by him or her to be in the best interest of SELF and had no reasonable cause to believe that his or her conduct was civilly or criminally unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent shall not for purposes of the Agreement of itself create any presumption that the indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of SELF or that such a person had reasonable cause to believe that his or her conduct under the circumstances was unlawful. This provision of indemnity shall not be construed to obligate SELF to pay any liability, including but not limited to, punitive damages, which by law would be contrary to public policy or itself unlawful. The **Board**, at its discretion, may self fund or provide for errors and omissions insurance policy coverage for the directors and officers and employees of SELF, at the expense of SELF.~~

- ~~Q. The Bylaws shall, to the extent required by applicable law, include restrictions upon the manner of SELF exercising its power.~~

## XII. AMENDMENTS TO THIS AGREEMENT

- A. Any amendment to this **Agreement** shall require that once a majority of the **parties** to the **Agreement** have voted on a ~~responded to a~~ proposed amendment properly approved by the SELF **Board**, approval by two-thirds (2/3) of the voting parties ~~casting a vote~~ shall be sufficient to enact the proposal. As to amendments to this **Agreement**, a **party** may cast an individual vote or a joint powers agency whose members are **parties** to this **Agreement** may cast the votes on behalf of all of its members as long as the joint powers agency and its members have expressly so agreed, in writing.
- B. Proposed Amendments: Any **party** to this **Agreement** may at any time propose amendments to this **Agreement**. Any proposed amendment shall first be submitted to the **Board** for study and recommendation. The **Board** shall have a reasonable time within which to make such study and to submit its recommendations to the **parties**. Recommendation for adoption of an amendment shall occur at a meeting wherein two-thirds (2/3) of the **members** are present and at least three-fourths (3/4) of such **members** vote for adoption. A copy of the proposed amendment, together with the **Board's** report and recommendation, shall be sent to all **parties** for action by their governing bodies either approving or rejecting the amendment. If the proposed amendment does not receive approval by vote of the **Board**, no further action is required.
- C. Action on a Proposed Amendment: When the **Board** submits to the **parties** a proposed amendment for action, the **Board** shall specify thereon the deadline for action by the **party** or **parties**. Within the deadline specified, each **party** shall consider the proposed amendment and take action, either approving or rejecting it, and a copy of such action shall be filed with the **Board**. Responses must be post-marked on or before the deadline in order to be counted.
- D. Effective Date of Amendment: Unless otherwise stated in the amendment, the effective date of any amendment shall be on July 1 following its adoption.

## XIII. TORT LIABILITY

Section 895.2 of the Government Code imposes certain tort liability jointly upon public entities solely by reason of such entities being **parties** to an **agreement** as defined in Section 895 of said Code. Therefore, the **parties** hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of the Government Code, each assumes the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this **Agreement**, to the same extent that such liability would be imposed in the absence of Section 895.2 of the Government Code. To achieve this purpose, each **party** hereby agrees to indemnify and hold harmless ~~indemnifies and holds harmless~~ the other **parties** for any loss, cost or expense that may be imposed upon such other **parties** solely by virtue of Section 895.2 of the Government Code.

#### XIV. NOTICE AND SERVICE THEREOF

Any notice given pursuant to this **Agreement** shall be in writing and shall be dated and signed by the **party** giving, and duly authorized to give, such notice. Notices to SELF shall be delivered to SELF's principal place of business, which is currently 1531 "I" Street, Suite 300, Sacramento, California 95814.

#### XV. SEVERABILITY

Should any portion, term, condition, or provision of this **Agreement** be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the remaining portions, terms, conditions, and provisions shall not be affected thereby.

#### XVI. MISCELLANEOUS

- A. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which they refer. ~~referred to~~
- B. Whenever in this **Agreement** any consent or approval is required, the same shall not be unreasonably withheld.
- C. By execution of this **Agreement** the executing **party** certifies that it has read the currently adopted **Bylaws**, and agrees to comply therewith and with future **Bylaws** as approved by the **Board** in the exercise of its powers under this **Agreement**.

#### XVII. EFFECTIVE DATE

~~This **Agreement** became effective at 12:01 a.m. on March 1, 1986.~~ This amended **Agreement** will become effective immediately upon its adoption by two-thirds (2/3) of the **parties** voting thereon, as more specifically set forth in Section XII, Paragraph A., *supra*.

IN WITNESS WHEREOF, each of the **parties** hereto has caused this **JOINT POWERS** to be executed as original counterpart by its duly authorized representative on the date indicated below.

Date: \_\_\_\_\_

Name of Public Educational Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

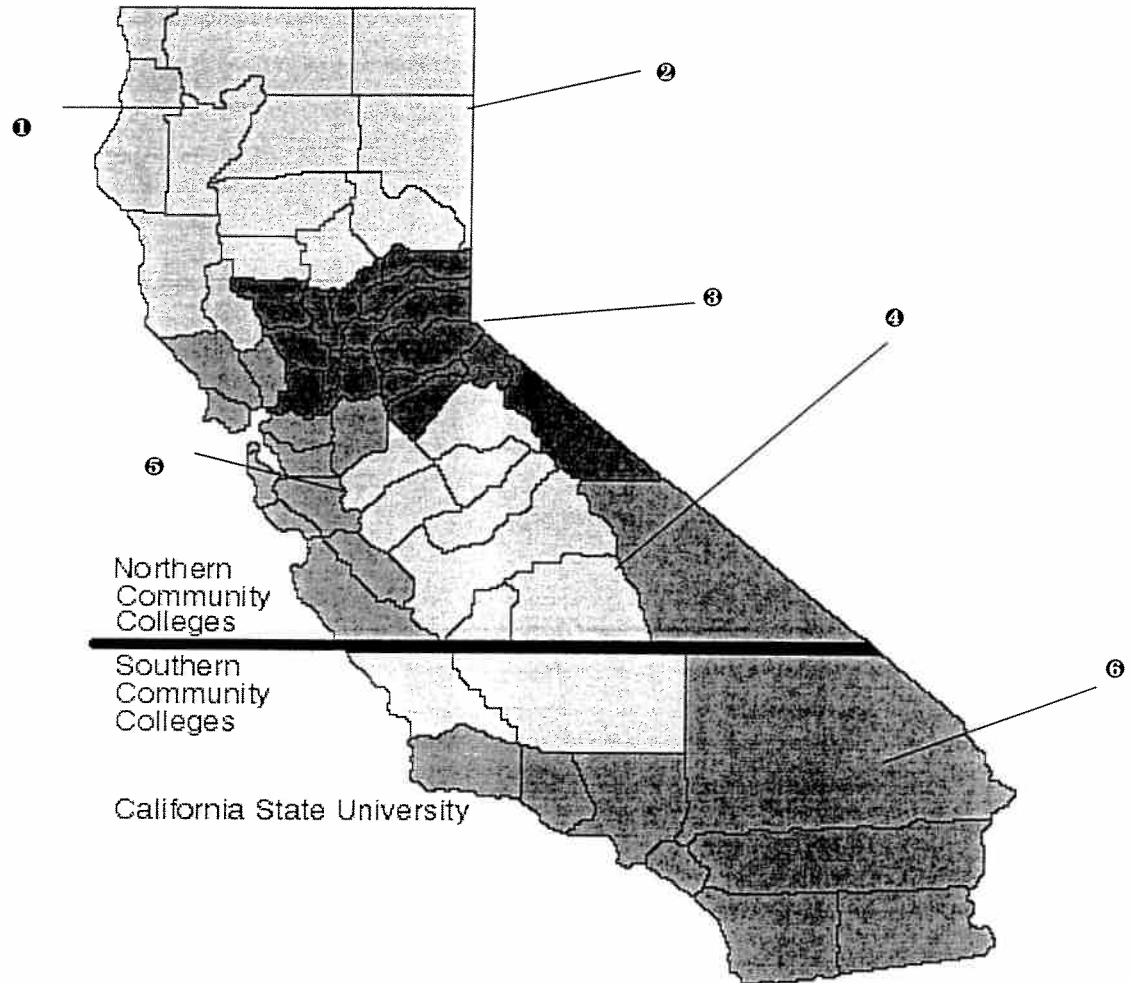
School District Number: \_\_\_\_\_

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

(96agrmnt-b)

# SCHOOLS EXCESS LIABILITY FUND APPENDIX I

## AREA DESIGNATIONS



### COUNTIES BY SELF AREA

DEL NORTE	1	ALPINE	3	FRESNO	4	ALAMEDA	5	IMPERIAL	
HUMBOLDT	1	AMADOR	3	KERN	4	CONTRA COSTA	5	INYO	
LAKE	1	CALAVERAS	3	KINGS	4	MARIN	5	LOS ANGELES	
MENDOCINO	1	COLUSA	3	MADERA	4	MONTEREY	5	ORANGE	
BUTTE	2	EL DORADO	3	MARIPOSA	4	NAPA	5	RIVERSIDE	
GLENN	2	MONO	3	MERCED	4	SAN BENITO	5	SAN BERNARDI	
LASSEN	2	NEVADA	3	SAN LUIS OBISPO	4	SAN FRANCISCO	5	SAN DIEGO	
MODOC	2	PLACER	3	STANISLAUS	4	SAN JOAQUIN	5	SANTA BARBAR	
PLUMAS	2	SACRAMENTO	3	TULARE	4	SAN MATEO	5	VENTURA	
SHASTA	2	SIERRA	3	TUOLOUMNE	4	SANTA CLARA	5		
SISKIYOU	2	SOLANO	3			SANTA CRUZ	5		
TEHAMA	2	SUTTER	3			SONOMA	5		
TRINITY	2	YOLO	3						
		YUBA	3						

BERKELEY UNIFIED SCHOOL DISTRICT

DATE: 3/7/01

TO: Members, Board of Education

FROM: Stephen A. Goldstone, Ed.D., Interim Superintendent

PREPARED BY: David A. Gómez, Ph.D.  
Signature of Department Head

RE: Cal State University - Rachel Garlin  
Terms of Agreement

---

**RECOMMENDATION:**

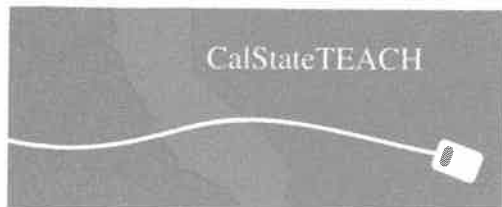
The Board approve the Terms of Agreement with Cal State University and Berkeley Unified School District teacher Rachel Garlin to allow Rachel Garlin to participate in the CalStateTEACH Program.

**DISCUSSION:**

By completing all of the course requirements in this California State University program, this teacher will be able to complete the Multiple Subject (with CLAD) credential work within 18 months while teaching in the classroom. The program will be completed in September, 2002.

**FINANCIAL IMPACT:**

None.



A California State University  
Teacher Preparation Program

Northern California Regional Center

Joanna Dee Servatius  
Director, CalStateTEACH

Karl Klausner, Associate Director  
CalStateTEACH Northern Center

01 FEB 21 AM 8:47  
RECEIVED  
OFFICE OF  
SUPERINTENDENT

California State University, Hayward  
Lead Campus

February 14, 2001

Berkeley Unified School District  
Dear Personnel Director:

Rachel Garlin is a teacher in your district who has been accepted into the CalStateTEACH program beginning January 2001. By completing all of the course requirements in this California State University program, this teacher will be able to complete the Multiple Subject (with CLAD) credential work within 18 months while teaching in the classroom, and Ms. Garlin's program will be completed in September 2002. (Enclosed you will find a flyer describing our program.)


The enclosed *Terms of Agreement* outlines the supports offered by the CalStateTEACH program and specific responsibilities for CalStateTEACH and for your district.


**Please immediately complete and return this document to CalStateTEACH at 475 - 14<sup>th</sup> Street, Suite 1130, Oakland CA 94612, attn: Karl Klausner.**

Please contact us at (510) 763-6732 should you have any questions about the content of the Terms of Agreement or the CalStateTEACH credential program.

We look forward to working with your new teacher and your district to ensure that all of our classrooms have a well -prepared and fully credentialed teacher.

Cordially,

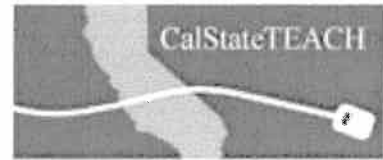
  
Joanna Dee Servatius, Director  
CalStateTEACH

  
Karl Klausner, Associate Director  
Northern California Regional Center

Enclosures

February 2001 PUBLIC SCHOOLS

PERSONAL SERVICES OFFICE  
01 FEB 21 PM 12:31



## **TERMS OF AGREEMENT PUBLIC SCHOOL DISTRICTS**

### **CalStateTEACH and the Berkeley Unified School District**

*About CalStateTEACH: CalStateTEACH is a multiple subjects credential program of the California State University. Its goal is to provide teacher training to persons who are already teaching without a credential. It is both a pre-intern and intern program, operating from regional centers in association with the five CSU campuses at Fresno, Fullerton, Hayward, Los Angeles, and Pomona.*

#### ***Purpose of the Agreement:***

To engage the **Berkeley Unified School District** and CalStateTEACH in a partnership to provide support for the preparation of CalStateTEACH candidates in the District. This partnership will be concentrated in the activities of three individuals: the CalStateTEACH Intern Teacher, the faculty representative of the CSU, hereinafter referred to as the Learning Support Faculty or LSF, and a mentor teacher from the School, hereinafter referred to as the Adjunct Site Faculty or ASF. CalStateTEACH does not demand or require any exclusive arrangement with the District. The District is obligated only to provide appropriate support for CalStateTEACH Interns and staff to reach the common goal of placing fully credentialed teachers in California classrooms.

#### ***Overview of this Agreement:***

CalStateTEACH agrees to provide multiple subjects CLAD credential coursework and the university supervision for each participating candidate, and the District agrees to provide them with a faculty mentor and appropriate support.

#### ***CalStateTEACH agrees to do the following:***

1. Give highest priority in admissions to qualified applicants whom the District wishes to offer positions as Multiple Subjects teachers.
2. Cooperate to the fullest extent possible to assist the School and District to reach its goals of providing quality educational experiences for its students by conducting all activities with respect to preparing interns in an unobtrusive, efficient, and supportive manner.
3. Provide a subject-matter competence evaluation of the applicant's transcripts.
4. Provide assistance to all candidates who are not yet subject matter qualified to reach subject matter competence.
5. Provide each candidate with a high quality program of study which integrates program assignments with the candidate's classroom teaching.
6. Establish and coordinate the work of a Regional Center Advisory Council for the CalStateTEACH program and invite two representatives of the District to participate.
7. Provide each candidate with a Learning Support Faculty member who will make regular visits to the classroom, evaluate lessons and give specific feedback, confer with the principal and staff as needed, and act as program advisor.
8. Provide orientation materials to both Adjunct Site Faculty member and the principal.
9. Communicate regularly with the principal and the Adjunct Site Faculty member, as well as provide the opportunity for them to give feedback on any aspects of the program and staff.

10. Provide reimbursement of \$500 per Stage of the Program to the Adjunct Site Faculty member for the costs of assisting each candidate who obtains a Qualifying pre-intern certificate or Intern Credential.
11. Provide reimbursement of \$300 per Stage of the Program to the Adjunct Site Faculty member for the costs of assisting each candidate who cannot or is ineligible to obtain a qualifying pre-intern certificate or Intern Credential.
12. Provide an on-going, faculty-facilitated online forum for all candidates in the group, with regular opportunities for discussion, problem solving, peer interaction and access to the Learning Support Faculty member.
13. Assist District candidates in processes related to enrollment, financial aid, and credential application, including applying for the Intern Credential through the CSU lead campus.
14. Provide a series of five Saturday seminars for Intern Teachers in the Program.

***The School and District agree to do the following:***

1. For each participating candidate, nominate a fully credentialed teacher who meets the CalStateTEACH qualifications to serve as Adjunct Site Faculty (ASF) member. (This should be a current elementary teacher in the School. See ASF job description for details.) In cases where there are no appropriate personnel available, a retired teacher may be considered.)
2. Ensure that ASF members have sufficient opportunity to observe, coach and guide the candidate. (Approximately two hours per week will be needed, one hour of which should be in direct classroom observation or modeling during the candidate's teaching day.)
3. Upon the request of the LSF, assure the participation of the school principal in specific CalStateTEACH candidate progress reviews or evaluations.
4. Provide additional resources (such as staff development, exemplary classroom observations, additional mentoring) as needed to promote the success of candidates in difficult assignments.
5. Ensure that each candidate has access to a classroom computer or school computer lab for use by his/her students to support teaching and learning, and, if requested, access for personal use in meeting program requirements.
6. If the District wishes to be represented on the CalStateTEACH Regional Advisory Council, assign one District administrative representative and one representative from the District's teacher collective bargaining unit.

\_\_\_\_\_  
Signature of Superintendent or Authorized Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Regional Center Academic Director

\_\_\_\_\_  
Date Signed

In the case that the District teachers' bargaining unit desires representation on the CalStateTEACH Regional Center Advisory Council, the bargaining unit nominates the following teacher:

\_\_\_\_\_  
Name of Teacher Nominee

*Barry Fike, BFT*  
\_\_\_\_\_  
Signature of District Bargaining Unit Authorized Representative

*2/27/01*  
\_\_\_\_\_  
Date Signed

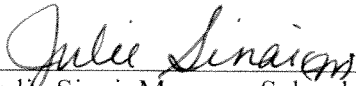


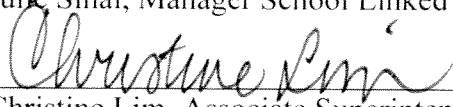
## BERKELEY UNIFIED SCHOOL DISTRICT

DATE: March 7, 2001

TO: Members, Board of Education

FROM: Stephen A. Goldstone, Ed.D., Interim Superintendent

PREPARED BY:   
Julie Sinai, Manager School Linked Programs

  
Christine Lim, Associate Superintendent of Instruction

Subject: Approval of Healthy Start Planning and Operational Grants and School Community Policing Grant

---

**RECOMMENDATION:** It is recommended that the Board approve the submission to the California Department of Education One (1) Three-year Healthy Start Operational Grant for \$400,000 for Cragmont Elementary School; Two (2) Healthy Start Planning Grants for \$50,000 each for Berkeley Alternative High School and City of Franklin Micro-society Magnet School, and; One (1) Three-year School-Community Policing Partnership Grant for \$325,000 for a joint program at Berkeley High School and Berkeley Alternative High School.

### **DISCUSSION:**

#### Healthy Start Grants-

Cragmont Elementary School has completed its Healthy Start Planning year and is submitting an operational grant for 2001-2004. They have drafted a comprehensive program designed to meet the needs of the students and families served by the school. The planning process included parents, students, community-based organizations and public agencies. Healthy Start is part of the Department of Education's school reform efforts and is intended to support all children in their academic success. Healthy Start Operational Grants include One Hundred Thousand Dollars (\$100,000) for Start-up funds and One Hundred Thousand Dollars (\$100,000) a year for three years for program operations.

Berkeley Alternative High School and City of Franklin Micro-society Magnet School are applying to a Healthy Start Planning Grant. BAHS would like to strengthen the linkages between the services currently operating on-site, as well as strengthen the student and parent involvement in the life of the school. City of Franklin would like to go through a planning year to assess what programs would best serve the needs of their students and families and that support the Magnet programs. Each Planning Grant is for \$50,000.

School Community Policing Partnership Program (SCPP)-

As a joint effort, BHS and BAHS are applying for a three-year Three Hundred and Twenty Five Thousand Dollars (\$325,000) grant from the California Safe Schools and Violence Prevention Office. The SCPP is a partnership between California's Office of the Attorney General and the California Department of Education. The SCPP at BHS/BAHS will focus efforts on truancy. Upon receipt of the grant award letter, BHS/BAHS will embark on an Implementation Plan that will further detail the truancy prevention program. At this stage we are looking at funding being allocated for an (1) expansion of School Safety Officers with a focus on "truancy detail", (2) improving communication systems (both technical and human) for the follow-up of truant students or students at-risk of being chronically truant, and (3) staff development for all staff in developing an environment that encourages respect and "pro-social" behavior staff to students and student to student. Funding for this program would be coordinated with AB 1113.

**FINANCIAL IMPACT:** There is no financial impact to the General Fund.

## Berkeley Unified School District

DATE: March 7, 2001  
TO: Members, Board of Education  
FROM: Stephen A. Goldstone, Ed.D., Interim Superintendent  
PREPARED BY: Chris Lim  
Chris Lim, Associate Superintendent, Instruction  
SUBJECT: Berkeley High School and Berkeley Alternative High School  
Proposed Changes for 2001-2002

---

### RECOMMENDATION:

It is recommended that the Board of Education accept the proposed changes for both Berkeley High School and Berkeley Alternative High School.

### DISCUSSION:

Both Frank Lynch, Principal, Berkeley High School and Alex Palau, Principal, Berkeley Alternative High School were present at the last two Board meetings to discuss these proposed changes for the 2001-2002 school year.

Berkeley Alternative High School is prepared to implement, with Board approval, all of the changes as presented.

Berkeley High School is prepared to implement, with Board approval, all of the changes as proposed in numbers 1, 2, 5, 6, 7, and 8. Frank Lynch will return with recommendations for numbers 3 and 4 following a staff vote that is to take place in late March.

### FINANCIAL IMPACT:

The proposed changes are intended to increase the ADA revenue to the General Fund.

## **BERKELEY HIGH SCHOOL**

### PROPOSALS FOR 2001-2002 AND 2002-2003

**After discussions held at both department chair meetings and at a recent Staff Development Day, the following proposals are presented for your consideration. Following our discussion tonight, we would like to come back to the Board at the next meeting and answer any questions that you might have concerning the proposals and their implementation.**

**We would like to present our academy proposals to you on Wednesday, March 7. The presentation will include the CAS Academy, the Common Ground Academy, the Computer Academy, and the Academic Program.**

#### FOR CONSIDERATION FOR 2001-2002

1. CLOSE CAMPUS FOR 9<sup>TH</sup> GRADERS-CAN BE DONE WITH INCREASING FOOD AVAILABILITY ON CAMPUS AND ALSO ENCOURAGING STUDENTS TO BRING THEIR LUNCH TO SCHOOL. NINTH GRADERS WILL BE IDENTIFIED WITH A DIFFERENT COLORED STUDENT ID.
2. REINSTATE **D** GRADE FOR 9<sup>TH</sup> GRADERS-THE STAFF IS IN FAVOR OF DOING THIS. THIS ACTION WILL DECREASE THE NUMBER OF F'S BECAUSE OF THE OPTION THAT IT POSES FOR TEACHERS.
3. IMPLEMENT MODIFIED BLOCK SCHEDULE BASED UPON THE VOTE OF THE STAFF.-THE BLOCK SCHEDULE WOULD OCCUR ON WEDNESDAY AND THURSDAY WITH A REGULAR SCHEDULE THE REST OF THE WEEK. RESEARCH HAS SHOWN THAT A BLOCK SCHEDULE FACILITATES ACTIVITIES WITHIN THE CLASS AND INCREASES THE AMOUNT OF TIME FOR CONTACT BETWEEN THE STUDENT AND THE TEACHER.
4. IMPLEMENT A SEVEN PERIOD DAY WITH AN OPTIONAL 0 PERIOD AT EITHER THE BEGINNING OR END OF THE DAY.-ALL OF OUR REQUIRED INSTRUCTIONAL MINUTES WOULD BE COVERED DURING THE SEVEN PERIODS.
5. OFFER ADVANCED PLACEMENT GOVERNMENT AND ECONOMICS-JUNIOR YEAR. THE OFFICE OF CIVIL RIGHTS HAS RECOMMENDED THAT SCHOOLS EXPAND THEIR ADVANCED PLACEMENT OFFERINGS IN THE HUMANITIES. WE WILL ACTIVELY RECRUIT STUDENTS TO PARTICIPATE IN THESE CLASSES.

6. SENIORS SHOULD BE ENROLLED FOR 5 CLASSES UNLESS EXEMPTED BY COUNSELOR . STUDENTS MUST BE ENROLLED FOR 240 MINUTES IN ORDER FOR US TO COUNT THEM FOR ada PURPOSES.
7. IMPLEMENT A TRUANCY POLICY THAT WOULD MAKE IT DETRIMENTAL FOR STUDENTS NOT TO BE IN CLASS.
8. POSSIBLY USE SAFE SCHOOL MONEY FOR A BHS HOME TO SCHOOL LIAISON. DISCUSSIONS REGARDING THIS IDEA WILL TAKE PLACE OVER THE NEXT FEW WEEKS.

FOR CONSIDERATION FOR 2002-2003

- 1.CLOSE CAMPUS FOR 9<sup>TH</sup> AND 10<sup>TH</sup> GRADERS-FOOD AVAILABILITY MUST BE INCREASED. URGE STUDENTS TO BRING LUNCH FROM HOME.
- 2.IMPLEMENT A REQUIRED PHYSICAL EDUCATION COURSE FOR ALL NINTH GRADERS.POSSIBLE FINANCIAL IMPACT
3. TALK ABOUT THE PLACEMENT OF ETHNIC STUDIES/SOCIAL LIVING. DISCUSSIONS ARE TAKING PLACE.
4. ADVANCED PLACEMENT UNITED STATES HISTORY FOR 10<sup>TH</sup> GRADERS.
5. IMPLEMENT SMALLER LEARNING COMMUNITIES PROPOSAL. PRESENTATIONS WILL TAKE PLACE ON MARCH 7<sup>TH</sup>.

THE 2001-2002 SCHOOL YEAR WILL BE USED FOR PLANNING PURPOSES FOR STAFF TO PROPOSE SMALLER LEARNING COMMUNITIES FOR IMPLEMENTATION DURING THE 2002-2003 SCHOOL YEAR. RICK AYERS IS THE COORDINATOR FOR THE STUDY AND HE MEETS EVERY TUESDAY. CONTACT RICK FOR THE EXACT TIME AND LOCATION.

PLACEMENT OF STUDENTS IN HONORS AND ADVANCED PLACEMENT COURSES. ACCORDING TO EDUCATIONAL TESTING SERVICES, ANY STUDENT WHO WANTS TO ENROLL IN AN ADVANCED PLACEMENT CAN DO SO. ACCORDING TO U.C POLICY, HONORS CLASSES MUST HAVE PRE-REQUISITES AND STUDENTS MUST MEET THOSE PRE-REQUISITES IN ORDER TO GAIN ACCESS TO THE CLASS. THERE CAN ONLY BE ONE HONORS CLASS PER CURRICULUM AREA. AND HONORS CLASSES ARE NOT COUNTED DURING THE FRESHMAN YEAR. CURRENT BOARD POLICY SAYS THAT ALL STUDENTS SHOULD HAVE ACCESS TO HONORS CLASSES. THIS CURRENT POLICY DISAGREES WITH THE U.C.REQUIREMENT.

**BERKELEY ALTERNATIVE HIGH SCHOOL  
PROPOSALS FOR 2001-2002 SCHOOL YEAR**

**FOR CONSIDERATION FOR 2001-2002**

1. INCREASE COLLEGE PREP CLASSES OFFERED TO INCLUDE:
  - CPM OR IMP MATH AT ALL GRADE LEVELS
  - INTEGRATED SCIENCE 1-4.
  - SPANISH 1 AND 2
  - SENIOR ENGLISH ELECTIVE
2. SECURE FUNDING FOR A COORDINATED "AVID PROGRAM" TO ASSESS INDIVIDUAL STUDENT NEEDS AND PROVIDE STUDENT ACADEMIC SUPPORT SERVICES.
3. APPLY FOR A HEALTHY START PLANNING GRANT (IN PROCESS).
4. SECURE CURRICULUM DEVELOPMENT FUNDING FOR THE DEVELOPMENT OF INTERDISCIPLINARY ENGLISH/HISTORY AND MATH SCIENCE CORES AT THE 9<sup>TH</sup> , 10<sup>TH</sup> AND 11<sup>TH</sup> GRADE LEVELS.
5. IMPLEMENT A MODIFIED BLOCK SCHEDULE THAT WILL ALLOW EXTENDED CLASSROOM TIME FOR INTERDISCIPLINARY INSTRUCTION, AND BANK INSTRUCTIONAL MINUTES TO ALLOW FOR A MINIMUM DAY ON WEDNESDAYS FOR TEACHER COLLABORATION AND SCHOOL IMPROVEMENT EFFORTS.
6. CORE ACADEMIC CLASSES WILL BE TAUGHT BY TEACHERS CREDENTIALLED IN THAT AREA TO MAXIMIZE TEACHER EXPERTISE AND STUDENT SUCCESS. THIS MAY RESULT IN SOME SHARING OR REASSIGNMENT OF TEACHING PERSONNEL BETWEEN BHS/BUSD AND BAHs. TEACHER ASSIGNMENTS WILL BE MADE BASED ON PROGRAMMATIC NEED TO MEET GRADUATION/COLLEGE ADMISSION REQUIREMENTS AND DEVELOP THE SCHOOL TO CAREER PATHWAY PROGRAM.
7. DEVELOP PORTFOLIO COMPETENCY STANDARDS FOR TECHNOLOGY AND SERVICE LEARNING.
8. IMPROVE BREAKFAST AND LUNCHTIME FOOD PROGRAMS TO PROVIDE BETTER STUDENT NUTRITION AND MOTIVATE STUDENT ATTENDANCE.
9. SECURE FUNDING FOR A READING RESOURCE TEACHER TRAINED IN SECONDARY LITERACY TO ASSESS STUDENT LITERACY NEEDS, PROVIDE SPECIALIZED SMALL GROUP INSTRUCTION AND COORDINATE SCHOOLWIDE LITERACY INSTRUCTION ACROSS ALL CURRICULUM AREAS.

10. CONTINUE FOCUS ON DEVELOPING HEALTH PATHWAY PARTNERSHIPS, STUDENT INTERNSHIP OPPORTUNITES AND INTEGRATING HEALTH PATHWAY THEMATIC INSTRUCTION INTO ACADEMIC CURRICULUM ACROSS ALL GRADE LEVELS.
11. ESTABLISH A PARTNERSHIP WITH VISTA COMMUNITY COLLEGE TO CREATE A SUMMER BRIDGE PROGRAM THAT WILL SUPPORT POST SECONDARY EDUCATION OPPORTUNITIES FOR GRADUATING SENIORS.





# BERKELEY UNIFIED SCHOOL DISTRICT

**DATE:** March 7, 2001

**TO:** Board of Education

**FROM:** Steven A. Goldstone, Ed.D., Interim Superintendent

**PREPARED BY:** Catherine James, Associate Superintendent



**RE:** Energy Conservation

---

**RECOMMENDATION:** It is recommended that the Board approve resolution number 7260 committing to a 10% reduction in the consumption of electricity.

**DISCUSSION:** Governor Gray Davis has asked every Californian to reduce energy consumption by 10% and has also directed state agencies and asked city governments to reduce consumption by 10%. California's commitment to energy conservation is an important part of our overall strategy to deal with the current crisis, and it demonstrates to power producing states and the federal government that we, as a state, are prepared to shoulder our share of the burden. School districts must demonstrate a similar resolve and demonstrate to the Governor and the Legislature that, at the same time we are seeking relief from escalating rates and rolling blackouts, we are doing our part to reduce the demand for energy.

Further, the District's currently faces a challenge to reduce spending and increase revenues to close a projected multi-million dollar shortfall. Savings from lower electricity consumption will help us to reduce costs without reducing programs.

The Superintendent has directed that the District implement measures to reduce electricity consumption by 10%. At his direction a committee has been formed to develop strategies for conserving electricity in all areas of the District in order to ensure that the reductions are realized.

**FINANCIAL IMPLICATION:** A 10% reduction in electricity usage will result in savings of approximately \$100,000 for fiscal year 2001-2002.

## **RESOLUTION NO. 7260**

### **ENERGY CONSERVATION**

**WHEREAS**, California faces unprecedented energy challenges and severe electricity supply shortages; and

**WHEREAS**, the Berkeley Unified School District is expected to spend more than \$900,000 this year for electricity; and

**WHEREAS**, higher electricity costs paid by the district reduce funds available for other programs and services; and

**WHEREAS**, the Governor of the State of California has asked every Californian to reduce his or her energy use by 10%; and

**WHEREAS**, to demonstrate California's commitment to conserve electricity, the Governor has directed state agencies to reduce electricity use in state facilities by 10% and has asked cities to do the same; and

**WHEREAS**, the Governing Board of the Berkeley Unified School District recognizes that immediate energy conservation efforts will help ease the burden being faced by all the people of California, and cut the cost paid by the district; and

**WHEREAS**, the Berkeley Unified School District continues to implement measures to conserve energy by installing or upgrading energy management systems and installing energy efficient lighting and heating systems in new and modernized buildings, and in other projects funded through the facilities program, and

**THEREFORE BE IT RESOLVED** that the Governing Board of the Berkeley Unified School District will support the Superintendent's direction to reduce electricity use by 10%, including creating an advisory committee to identify strategies for accomplishing these savings; and be it further

**RESOLVED** that the Governing Board urges the parents, students, teachers, staff, and community members of the Berkeley Unified School District to also reduce ongoing electricity use by 10%.

**PASSED AND ADOPTED THIS** 7<sup>th</sup> day of March, 2001 at a regular meeting, by the following vote:

**AYES:** \_\_\_\_\_

**NOES:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

\_\_\_\_\_  
Steven A. Goldstone  
Interim Superintendent and  
Secretary, Board of Education

March 7, 2001

TO: Member of the Board of Education  
FROM: Joaquín J. Rivera, School Board Director  
RE: Budget and Finance Advisory Committee

---

**RECOMMENDATION:**

It is recommended that:

1. The Board of Education dissolve the existing Budget and Finance Advisory Committee and re-establish it with new appointees.
2. Appointees to the Committee need to agree to serve as individuals, as opposed to sharing a seat on the Committee with others from a particular constituency.
3. The term of office for the Committee members be extended to two years.

**BACKGROUND:**

On June 21, 2000 the Board re-established the Budget and Finance Advisory Committee. The purpose of this committee is to advise the Board on budget and financial issues, to help develop a better understanding of school funding and the budget process among the community, and to encourage a broad range of community activities focused on obtaining additional resources for our schools. This committee is comprised of thirteen (or fourteen if the Board so desires) official, voting members, including representatives of the community as well as of the various employee unions.

The committee met three times last fall. In the first meeting it narrowed its scope for the first year and agreed to focus on improving budget reporting. The Board agreed with this action. Unfortunately, even though the diversity of professional talent and experience among appointees was impressive, the committee was not able to move any further because they spent a considerable amount of time discussing the lack of racial diversity on the committee. The committee co-chairs shared this concern about lack of diversity with the Board last December and we have been struggling with this issue ever since.

## **DISCUSSION:**

It is clear the Committee will not succeed until it is able to focus on its assigned goals and until it has the broad support of its members and the community. This will not happen until the issues regarding racial diversity are resolved.

In an attempt to increase racial diversity, some committee members have resigned to allow their appointers to make a new appointment. In addition, the Board has added another "at-large" board appointment to the committee.

Unfortunately, these actions have not been enough to jump-start the committee again. Therefore I recommend we take the following actions:

1. The Board of Education dissolve the existing committee.

Although drastic, I see this as the only way for the committee to regain momentum and move forward. The existing policy allows us to do this, as it states: "The Committee... may be dissolved at any time by the Board".

This action will allow **all** appointers to make new appointments and increase the diversity of the committee. The Board has worked with the District's Public Information Officer to disseminate the goals of the committee and to seek volunteers in order to get a diverse pool of qualified and interested people. The Board should now be able to appoint a diverse committee whose membership is well qualified to tackle the difficult task at hand. Knowing that the Board has already considered the issue of diversity in appointing this new committee, the committee will hopefully be able to devote substantially all of its energy to dealing with budget and financial issues, which are, at this point in time, critical.

2. Appointees to the Committee need to agree to serve as individuals, as opposed to sharing a seat on the Committee with others from a particular constituency.

Given the tasks of this committee, continuity is important. Having one member attend some meetings and a different member from the same constituency attend others is disruptive and not in the best interest of the committee.

3. The term of office for the Committee be extended to two years.

The matters before the Committee are highly technical in nature and will require considerable time and devotion to gain their understanding, let alone developing a facility for communicating them to board members and to the community at large. The Committee will only work effectively with committed members with continuity of service.

BERKELEY UNIFIED SCHOOL DISTRICT

DATE: March 7, 2001

TO: Members, Board of Education

FROM: Stephen A. Goldstone, Ed.D., Interim Superintendent

PREPARED BY: Diane Pico  
Diane Pico, Program Manager, Curriculum and Assessment

Chris Lim  
Chris Lim, Associate Superintendent, Instruction

SUBJECT: Adoption of *Visual and Performing Arts Content Standards for California Public Schools*

---

**RECOMMENDATION:**

It is recommended that the Berkeley Board of Education conduct a first reading of the State Board of Education's *Visual and Performing Arts Content Standards for California Public Schools*. These standards would replace the 1998 California Department of Education's *Visual and Performing Arts Challenge Standards* previously adopted by the Berkeley Board of Education.

**DISCUSSION:**

The Berkeley Board of Education adopted the 1998 California Department of Education's *Visual and Performing Arts Challenge Standards* developed as part of State Superintendent of Public Instruction Delaine Eastin's Challenge Initiative. The K-12 Visual and Performing Arts Committee that met during the 1997-98 school year recommended the adoption of these standards.

The *Challenge Standards* provided the basis for the State Board of Education's *Visual and Performing Arts Content Standards for California Public Schools* adopted by the State Board at its January 10, 2001 meeting. The new State arts standards do not differ significantly in content from the *Challenge Standards*. They are more detailed and are now specific by grade level rather than in grade span groupings. Prekindergarten standards have also been included. The new arts standards should serve as a better guide to developing comprehensive arts education programs at all grade levels.

In her January 12, 2001 news release about the adoption, State Superintendent of Public Instruction Delaine Eastin indicated the following: "For the first time, we are stating

explicitly the content and skills students need to acquire in the visual and performing arts.” She went on to say:

While the adoption of the arts standards do not provide a mandate, the adoption does send the message that all students should be provided with the opportunity to learn and benefit from arts education. The standards are designed to provide students with an arts program that will help them develop and demonstrate literacy in and through dance, music, theatre, and the visual arts. They support the arts as discreet subject areas and support learning across the academic curriculum areas. The standards also promote the inclusion of opportunities for students to participate in arts related school-to-career experiences and to use new technologies.

The arts standards, as presented to the State Board of Education, are available on the California Department of Education’s Web site at <http://www.cde.ca.gov/shsd/arts>. You are being provided a paper copy of them under separate cover.

Various groups have had the opportunity to review and provide input on the new art standards. These groups include the Berkeley Arts in Education Steering Committee, music teachers, principals, and those who served on the K-12 Visual and Performing Arts Committee. There have been no objections to replacing the *Challenge Standards* with the new standards.

**BERKELEY UNIFIED SCHOOL DISTRICT**  
Office of the Superintendent  
March 7, 2001  
**Resolution Establishing a Green Procurement and  
Sustainable Procedures Policy for Berkeley Schools**

**WHEREAS**, it is important to our society to reuse, reduce and recycle, and rot (4Rs) as much as possible of the abundant waste we generate; and

**WHEREAS**, the 4Rs saves energy and resources that will directly benefit our communities; and

**WHEREAS**, the Berkeley Unified School District can follow the example of other large institutions, such as the University of California, Berkeley, and the City of Berkeley, in establishing comprehensive green procurement and sustainable practices policies; and

**WHEREAS**, the City of Berkeley provides collection services for bottles, cans, plastic bottles, cardboard, mixed paper and landscape trimmings at no additional cost; and

**WHEREAS**, a comprehensive recycling program will reduce costs of trash disposal by 30-59%; and

**WHEREAS**, participation in a green procurement and sustainable practice at schools furthers our goal of educating students to become: "Lifelong Stewards of the Land."

**THEREFORE, BE IT RESOLVED**, that the Berkeley Unified School District will implement a comprehensive green procurement and sustainable practice plan that will include:

1. Recycling of cardboard, mixed paper, bottles, cans and landscape trimmings.
2. Recycling in every classroom, staff room and administration area of paper and of bottles and cans as feasible.
3. Recycling of bottles and cans and paper if feasible, in cafeterias, snack bars and kitchens.
4. All construction and demolition materials shall be reused or recycled in the appropriate manner, to the greatest extent possible.
5. Promote our use of source reduction and recycled products whenever feasible.
6. To purchase source reduction products and/or recycled products containing the highest amount of postconsumer material practicable, or when postconsumer material is impracticable for a specific type of product, containing substantial amounts of recovered material. Such products must meet reasonable performance standards, be available at a reasonable price and be available within a reasonable time.
7. All equipment both leased or rented shall be compatible with the use of source reduction and recycled products.
8. All Berkeley Unified School District departments, in preparing departmental goals and objectives, and action plans, shall include within these goals and objectives and action plans information on each department's goals and actions in applying this policy.
9. All departmental evaluations shall include within the evaluation, assessment of each department's effectiveness in applying this policy.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of March, 2001.

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Terry S. Doran, President  
Board of Education

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Stephen A. Goldstone, Ed.D.  
Interim Superintendent

**BERKELEY UNIFIED SCHOOL DISTRICT**

March 7, 2001

**REUSE ASSISTANCE GRANT**

**WHEREAS**, Public Resources Code Section 42000 authorizes the California Integrated Waste Management Board (Board) to conduct market development activities to strengthen demand by manufacturers and end-use consumers for recyclable materials collected by municipalities, nonprofit organizations, and private entities; and

**WHEREAS**, the concept of reuse is an integrated approach which encompasses integrated waste management objectives such as building materials efficiency, construction and demolition waste reduction, and maximization of reused-and-recycled-content building and landscaping materials; and

**WHEREAS**, on December 12-13, 2000, the California Integrated Waste Management Board approved the Evaluation Process, Scoring Criteria, and Preference Criteria for the Reuse Assistance Grants; and

**WHEREAS**, the California Integrated Waste management Board will enter into an agreement with the grantee for development of the project;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Berkeley Unified School District authorizes the submittal of an application to the California Integrated Waste Management Board for a Reuse Assistance Grant. The Superintendent of the Berkeley Unified School District or his designee, is hereby authorized and empowered to execute in the name of the Berkeley Unified School District all necessary applications, contracts, payment requests, agreements, and amendments hereto for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant application.

The foregoing resolution was passed by the Board of Directors of the Berkeley Unified School District this 7<sup>th</sup> day of March, 2001.

ATTEST:

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Stephen A. Goldstone, Ed.D.  
Interim Superintendent

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Date