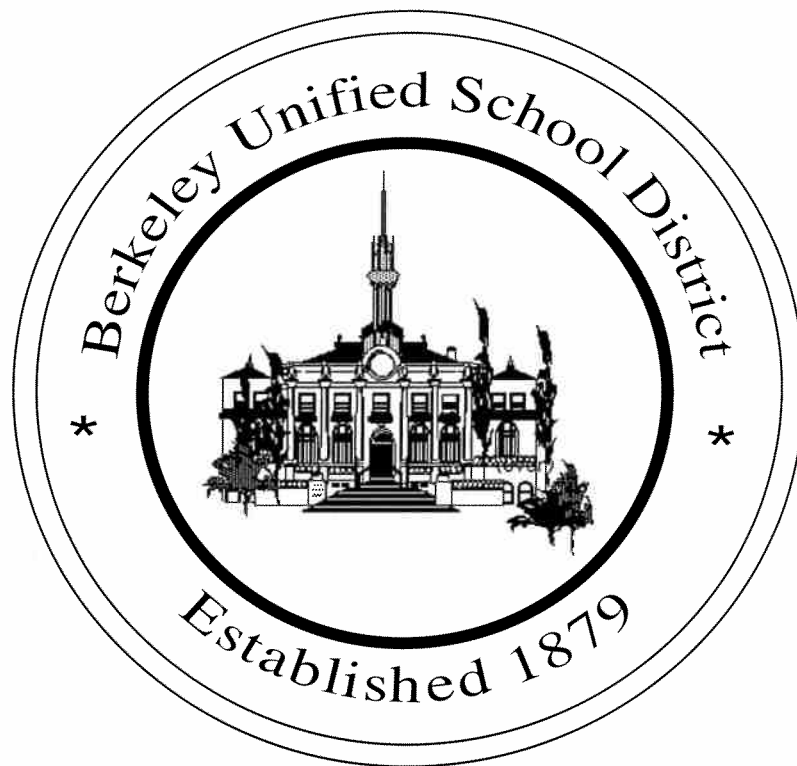


**BERKELEY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION MEETING  
AND  
SUPERINTENDENT OF SCHOOLS**



**BOARD OF EDUCATION MEETING  
SEPTEMBER 5, 2001**

Queen Graham  
Executive Assistant  
to the Superintendent  
& Board of Education

**BERKELEY UNIFIED SCHOOL DISTRICT**  
**REGULAR MEETING OF THE BOARD OF EDUCATION – AGENDA**  
**Wednesday, September 5, 2001, at 5:00 p.m.**  
District Administrative Offices, Board Meeting Room  
2134 Martin Luther King Jr. Way  
Berkeley, CA 94704-1180

**CALL TO ORDER:** The Meeting will be Called to Order by the Presiding Officer at 5:00 p.m., and immediately recess to Closed Session. The 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 Ted Schultz  
Director John T. Selawsky  
Student Director Sarena M. Chandler\*
2. Prior to Closed Session, as necessary, staff/employee comments are taken per Government Code 54957
3. **Recess to Closed Session**—Board Conference Room
  - a. Conference with Legal Counsel—Existing Litigation (Government Code Section 54956.9(a):  
Case name unspecified—Disclosure would jeopardize:  
[ ] Service of Process [ x ] Existing Settlement Negotiations
  - b. Liability Claims (Government Code Section 54956.9) (**Page 1**)
    - (1) Claim filed on behalf of a student for payment for alleged injuries while attending Emerson Elementary School
    - (2) Claim filed on behalf of a student for alleged emotional distress caused by a Teacher while attending Willard Middle School
    - (3) Claim filed on behalf of a student for reimbursement of medical expenses and Pain and suffering for an alleged altercation in which she was involved while Attending Berkeley High School
  - c. Collective Bargaining Session (Government Code Section 3549.1(d))
  - d. Public Employee Discipline/Dismissal/Release (Government Code Section 54957)
    - (1) Consideration for Termination of Classified Employee #2001-01
    - (2) Consideration for Termination of Classified Employee #2001-02
  - e. Public Employment and Appointments (Government Code Section 54957)(**Pages 2-7**)  
**Certificated Transactions:**
    - (1) Resignations.

---

\*The Student Director does not attend Closed Session.

**Regular Meeting of the Board of Education – Agenda**  
**Wednesday, September 5, 2001**  
Page 2 of 6

3. **Recess to Closed Session—Board Conference Room** (continued)
- g. Public Employment and Appointments (Government Code Section 54957)
- Classified Transactions** (continued)
- (1) Substitutes
  - (2) Summer Employment
  - (3) Return from Lay-Off
  - (4) Probationary
  - (5) Provisional
  - (6) Tutor
  - (7) Student Worker
  - (8) Noon Director
  - (9) Resignations.

**RECONVENE IN PUBLIC SESSION** - 7:30 p.m.

4. **BOARD ROLL CALL:**
- President Terry S. Doran
  - Vice President Shirley Issel
  - Director Joaquin J. Rivera
  - Director Ted Schultz
  - Director John T. Selawsky
  - Student Director Sarena M. Chandler

**REPORT OF ACTION TAKEN IN CLOSED SESSION**

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

**PUBLIC 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

**Regular Meeting of the Board of Education – Agenda**  
**Wednesday, September 5, 2001 at 6:00 p.m.**  
Page 3 of 6

<b>APPROVAL OF CONSENT CALENDAR</b>	<b>Placed on Agenda by</b>	<b>Disposition</b>	<b>Page(s)</b>
5. Approval of Personnel Recommendations	D.Gomez		2-7
6. Approval to deny claims against the District	J.Malone		1
7. Approval of Minutes: August 15, 2001	Q.Graham		8-14
8. Approval of Purchases in Excess of \$15,000	J.Malone		15
9. Approval of Commercial Payments, Payroll Manual Payments and Cancellations for June 2001 General Fund; Adult Fund; Cafeteria Fund; Child Development Fund; State School Building; School Excellence Funds and Capital Projects Fund	J.Malone		16-80
10. Approval of Declaration of Need for Fully Qualified Educators	D.Gomez		81-87
11. Approval of St. Mary's College Student Teacher Placement Agreement	D.Gomez		88
12. Acceptance of the California Commission on Teacher Credentialing Teaching Internship Grant (CAL PIP)	D.Gomez		89
13. Approval to Receive the Academic Volunteer and Mentor Service Program Grant from the Office of the Secretary of Education for a Second Three-Year Grant Period	C.Lim		90
14. Approval to Receive the Academic Volunteer and Mentor Service Program for Berkeley High School and Enter into Contract with Berkeley YMCA for Mentor Program Services	C.Lim		91-100
15. Authorization to Record a Notice of Cessation for the Thousand Oaks New Construction Project	J.Malone		101
16. Approval of the Completion of the Thousand Oaks Elementary School Landscape	J.Malone		102
17. Approval of Resolution No. 7286: Acceptance of a bid for the Longfellow site (Healthy Start Project)	J.Malone		103- 105
18. Request to the United States Department of Education for a Supplemental Grant Award to the Teacher Led Technology Challenge Grant	C.Lim		106- 112

**Regular Meeting of the Board of Education – Agenda**  
**Wednesday, September 5, 2001, at 6:00 p.m.**  
Page 4 of 6

<b>APPROVAL OF ACTION ITEMS</b>	<b>Placed on Agenda by</b>	<b>Disposition</b>	<b>Page(s)</b>
19. Consideration for Termination of Classified Employee #2001-01	D.Gomez		From Closed Session
20. Consideration for Termination of Classified Employee #2001-02	D.Gomez		From Closed Session
21. Acceptance of the Early Childhood Education Literacy Plan	C.Lim		113- 115
22. Approval of Expenditure Plan for the Academic Performance Index (API) Governor's Performance Award for LeConte Elementary School and Malcolm X Arts and Academic Magnet School	C.Lim		116- 118
23. Approval of Contract Between Berkeley Unified School District and the East Bay Center for Performing Arts	C.Lim		119- 128
24. Approval of Expenditure Plan for the Academic Performance Index (API) School Site Employee Bonus Award for LeConte Elementary School and Malcolm X Arts and Academic Magnet School	C.Lim		129- 131
25. Adoption of the High School Expected Schoolwide Learning Results (ESLRs)	C.Lim		132- 134
26. Approval of Nominations for California School Boards Association (CSBA) Director-at-Large, American Indian and Director-at-Large, Black	Q.Graham		135

<b>DISCUSSION/INFORMATION/REPORTS</b>	<b>Placed on Agenda by</b>	<b>Disposition</b>	<b>Page(s)</b>
27. First Reading—Modifications to Board Policy 6146.1, Graduation Requirements/Standards of Proficiency	C.Lim		136- 139

**ADDITIONAL PUBLIC TESTIMONY - 10 Minutes Maximum**

**Regular Meeting of the Board of Education – Agenda**  
**Wednesday, September 5, 2001, at 6:00 p.m.**  
**Page 5 of 6**

<b>BOARD MATTERS</b>
28. Board Committee Appointments/Reports <ul style="list-style-type: none"><li>• Berkeley Arts Education Steering Committee</li><li>• Berkeley School Financing Corporation</li><li>• Citizens Advisory Committee on Diversity</li><li>• Citizens Budget and Finance 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>

**ADJOURNMENT**

**Regular Meeting of the Board of Education – Agenda**  
**Wednesday, September 5, 2001, at 6:00 p.m.**  
Page 6 of 6

**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.

qeg



## **Berkeley Unified School District**

**TO:** Michele Lawrence, Superintendent  
**FROM:** John Malone, Acting Associate Superintendent for Business  
**DATE:** September 5, 2001  
**SUBJECT:** Liability claims submitted to Berkeley Unified School District

### **BACKGROUND INFORMATION:**

The following claims for damages to person or property have been filed against Berkeley Unified School District:

1. Claim filed on behalf of a student for payment for alleged injuries while attending Emerson School.
2. Claim filed on behalf of a student for alleged emotional distress caused by teacher while attending Willard Middle School.
3. Claim filed on behalf of student for reimbursement of medical expenses and pain and suffering for an alleged altercation in which she was involved while attending Berkeley High School.
4. Claim filed by a Berkeley resident for payment of medical expenses incurred when she allegedly fell at Martin Luther King Middle School.

### **POLICY/CODE:**

Government Code Section 910

### **FISCAL IMPACT:**

None

### **STAFF RECOMMENDATION:**

Staff recommends that each of the above claims be denied.



**CERTIFICATED**

**LOCATION**

**TRANSACTION DATE**

1. **NEW HIRES**

Duncan Allard	King/Oxford	August 28, 2001
Yasmine Alwan	Longfellow	August 28, 2001
Angela Aquino	Malcolm X	August 28, 2001
Wayne Au	Berkeley High School	August 28, 2001
Brian Bennett	Thousand Oaks	August 28, 2001
Alexander Bilik	Longfellow	August 28, 2001
Karen Blanpied	Berkeley High School	August 28, 2001
Julie Bowers	King	August 28, 2001
Stephen Brand	Berkeley High School	August 28, 2001
Carole Brandmeyer	Longfellow	August 28, 2001
Katarina Brito	Thousand Oaks	August 28, 2001
Indira Chakrabarti	Berkeley High School	August 28, 2001
Wendy Ellen Cochran	Berkeley High School	August 28, 2001
Patrick Collins	Longfellow	August 28, 2001
Janey De Witt	Berkeley High School	August 28, 2001
Anthony Delaney	Berkeley High School	August 28, 2001
Douglas Dohrer	Willard	August 28, 2001
Katherine Fesus	Berkeley High School	August 28, 2001
Robin Goldman	John Muir	August 28, 2001
Rebecca Gross	Berkeley High School	August 28, 2001
Valerie Gutwirth	Cragmont	August 28, 2001
Rahim Harris	Berkeley High School	August 28, 2001
Scott Harris	Jefferson	August 28, 2001
Debra Hill	Willard	August 28, 2001
Ira Holston	Berkeley High School	August 28, 2001
Stephen Hopkins	Longfellow	August 28, 2001
Eileen Jacobs	Berkeley High School	August 28, 2001
Sarah Johnston	Berkeley High School	August 28, 2001
Maria Kersey	Berkeley High School	August 28, 2001
Nancy King	Cragmont	August 28, 2001
Humphrey Kiuruwi	Berkeley High School	August 28, 2001
Lara Lawrence	Franklin	August 28, 2001
Linda Lawton	Franklin	August 28, 2001
Stephen Light	LeConte	August 28, 2001
Scott Long	Berkeley High School	August 28, 2001
Lang Luong	Cragmont	August 28, 2001
Jessie Luxford	Longfellow	August 28, 2001
F. Michael Marius	Arts Magnet	August 28, 2001
Elizabeth Martin	Rosa Parks	August 28, 2001
Nicole Martinovich	Rosa Parks	August 28, 2001
Anthony Mason	King	August 28, 2001
Rachel Massad	Willard	August 28, 2001
Shay McGilvrey	Oxford	August 28, 2001
Hasmig Minassian	Berkeley High School	August 28, 2001
John Miszti	Berkeley High School	August 28, 2001

	<b><u>CERTIFICATED</u></b>	<b><u>LOCATION</u></b>	<b><u>TRANSACTION DATE</u></b>
	Farah (Fatemeh) Mizbani	Berkeley Alternative High School	August 28, 2001
	Gretchen Montoya (Ramirez)	Berkeley High School	August 28, 2001
	San Juana Montoya	Arts Magnet	August 28, 2001
	Eric Norberg	Berkeley High School	August 28, 2001
	Joseph Omwamba	Berkeley High School	August 28, 2001
	Alma Owens	Willard	August 28, 2001
	George Palen	Berkeley High School	August 28, 2001
	Deborah Palmer	Rosa Parks	August 28, 2001
	Anne Peacock	Berkeley High School	August 28, 2001
	Don Peterkin	Berkeley High School	August 28, 2001
	Thomas (Tom) Prince	Emerson	August 28, 2001
	Hilary Read	Jefferson	August 28, 2001
	Cortez Robinson	Longfellow	August 28, 2001
	Marla Rosales	Berkeley High School	August 28, 2001
	Susan Ryan	District	August 28, 2001
	Stephen Salser	Berkeley High School	August 28, 2001
	Elisabeth Sandberg	Berkeley High School	August 28, 2001
	Anthony Santangelo	Berkeley Alternative High School	August 28, 2001
	Emily Schneider	Berkeley High School	August 28, 2001
	Edith Scripps	LeConte	August 28, 2001
	Jessica Shussett	Rosa Parks	August 28, 2001
	Abigail Smith	Berkeley High School	August 28, 2001
	Penny Smith-Ramirez	Franklin	August 28, 2001
	Ann Snow	Longfellow	August 28, 2001
	Jody Sokolwer	Berkeley High School	August 28, 2001
	Shirley Sommers	Berkeley High School	August 28, 2001
	Glory Styles	Malcolm/Thousand Oaks	August 28, 2001
	Zora Tammer	Berkeley High School	August 28, 2001
	Marcie Thomas	Arts Magnet	August 28, 2001
	Andra Tom	Thousand. Oaks	August 28, 2001
	Aurelia Uris	Rosa Parks	August 28, 2001
	Gerard Wiener	Willard	August 28, 2001
	Carolyn Willcox	Berkeley High School	August 28, 2001
	Lorissa Wong	Berkeley High School	August 28, 2001
	Heather Wolpert	Franklin	August 28, 2001
	<b><u>ADMINISTRATIVE</u></b>		
	Carla Basom	District - State & Federal Projects	July 23, 2001
	Rebecca Cheung	Emerson Principal	August 9, 2001
	Betty Delaney	Jefferson Principal	August 9, 2001
	Greg John	Willard Vice Principal	August 23, 2001
	Jesse Ramos	Thousand Oaks Principal	August 9, 2001
2.	<b><u>REHIRE</u></b>		
	Irving Phillips	District	September 10, 2001
3.	<b><u>RESIGNATIONS</u></b>		
	Jessica Delaney (3 years of service)	Berkeley High School	August 13, 2001

**CERTIFICATED  
RESIGNATIONS (Continued)**

Randal DeLuchi  
(9 years of service)

**LOCATION**

Berkeley High School

**TRANSACTION DATE**

August 10, 2001

Michele Janssen  
(9 years of service)

Berkeley High School

August 9, 2001

Jennifer Liscano  
(2 years of service)

Franklin

July 3, 2001

Anli Lui  
(2 years of service)

Berkeley High School

July 18, 2001

Edilberto Montesinos  
(20 years of service)

Thousand Oaks

August 28, 2001

Thomas Parmeter  
(15 years of service)

Franklin

August 8, 2001

Jeffrey Parker  
(3 years of service)

Rosa Parks

August 16, 2001

Madeline Wallen  
(3 years of service)

Berkeley High School

July 23, 2001

**CLASSIFIED TRANSACTIONS**

The following recommendations are made in accordance with the Rules and Regulations of the Merit System:

1. **SUBSTITUTES** (To be hired on an "as needed" basis through June 30, 2002)

**Clerical Specialist**

Terry Bloomsburgh

District

August 8, 2001 - June 30, 2002

**Custodian**

Roberto Martinez

District

August 15, 2001 - June 30, 2002

Johnny Scott

District

August 2, 2001 - June 30, 2002

**Head Boys Golf Coach**

Evan Dang

Berkeley High School

Spring Sports Season

**Cheerleader Advisor**

Kelly Hartman

Berkeley High School

July 30, 2001 - August 31, 2001

**Kindergarten Assistant**

Anthony Mathews

John Muir

August 28, 2001 - June 13, 2002

	<u>CLASSIFIED</u> <u>Tutor/Clerk</u>	<u>LOCATION</u>	<u>TRANSACTION DATE</u>
	Adrian Hill	Oxford	July 25, 2001 - August 17, 2001
2.	<u>SUMMER EMPLOYMENT</u> <u>Food Service Specialist</u> Debra Smith	Child Care Center	July 5, 2001 - July 18, 2001
	<u>Instructional Assistant</u> Angela Faulk	Berkeley High School	July 5, 2001 - August 3, 2001
	<u>Locker Room Attendant</u> Billy Keys Walter Mitchell	Berkeley High School Berkeley High School	August 6, 2001 - August 23, 2001 July 11, 2001 - July 31, 2001
3.	<u>RETURN FROM LAY-OFF</u> <u>Maintenance Supervisor - Trades</u> Dorothy Dorsey	Plant Operations	August 16, 2001
	<u>Clerical Assistant III</u> Crystal Williams	Longfellow	August 27, 2001
	<u>Instructional Assistant</u> Rosie Adams	District	August 27, 2001
	<u>Program Coordinator Truancy Prevention</u> Earl Bill	Berkeley High School	August 30, 2001
4.	<u>PROBATIONARY</u> <u>After School Coordinator</u> Angela Gilder	Cragmont	August 20, 2001
	<u>Custodian</u> Lynette Bailey Juan Buena Norma Gage Adrian Johnson Worley Morrison Michael Williams	District District District District District District	August 27, 2001 August 27, 2001 August 27, 2001 August 27, 2001 August 27, 2001 August 27, 2001
	<u>Director, Nutrition Services</u> Karen Candito	District	September 12, 2001
	<u>Delivery Driver</u> George Duncan	Purchasing	August 8, 2001
	<u>Instructional Assistant - Special Education</u> Malikah Hassan Cypress Molfino	Rosa Parks John Muir	September 4, 2001 August 27, 2001

006

	<u>CLASSIFIED</u>	<u>LOCATION</u>	<u>TRANSACTION DATE</u>
8.	<b><u>NOON DIRECTOR</u></b> Michael Bush Joanie Harrison Hamasaki Maya Karpinski Anthony Mathews Patsy O'Neal	John Muir John Muir Malcolm X John Muir Malcolm X	August 29, 2001 - June 13, 2002 August 29, 2001 - June 13, 2002 August 29, 2001 - June 13, 2002 August 29, 2001 - June 13, 2002 August 29, 2001 - June 13, 2002
9.	<b><u>RESIGNATION:</u></b> Suzanne Bernhard (1.5 years of service)	District	August 31, 2001
	Elsie Lee-Szeto (11 years of service)	District	August 31, 2001
	Phoenix Michael (2 years of service)	John Muir	June 15, 2001
	Marian Nelson (10 years of service)	Child Development Center	August 15, 2001
	Karen Perry (10 years of service)	Berkeley High School	June 30, 2001
	Barbara Pleasant (10 years of service)	Early Childhood Education	August 7, 2001



## BERKELEY UNIFIED SCHOOL DISTRICT

## OFFICIAL BUT UNADOPTED MINUTES

### MINUTES, REGULAR MEETING

Page 1

Wednesday, August 15, 2001  
District Administrative Offices  
Board Meeting Room  
2134 Martin Luther King Jr. Way  
Berkeley, CA 94704-1180

### CALL TO ORDER

President Doran called the meeting to order at 4:30 p.m., and the Board recessed to Closed Session.

1. **BOARD ROLL CALL:**
  - President Terry S. Doran
  - Vice President Shirley Issel
  - Director Joaquin J. Rivera
  - Director Ted Schultz
  - Director John T. Selawsky
  - Student Director Sarena M. Chandler\*
2. Recess to Closed Session – Board Conference Room
  - a. Conference with Legal Counsel—Existing Litigation (Government Code Section 54956.9(a):  
Case name unspecified—Disclosure would jeopardize:  
[ ] Service of Process [ x ] Existing Settlement Negotiations
  - b. Liability Claims (Government Code Section 54956.9)
    - (1) Claim filed on behalf of a student for emotional distress allegedly caused by staff at Berkeley High School
    - (2) Claim filed by a Berkeley resident for payment of medical expenses allegedly incurred from a fall at Martin Luther King Jr. Middle School
  - c. Consideration of Student Expulsions (Education Code Section 48918)  
(Separate document delivered prior to meeting)
    - (1) Case No. 224
    - (2) Case No. 225
    - (3) Case No. 231
    - (4) Case No. 232
    - (5) Case No. 233
    - (6) Case No. 234
    - (7) Case No. 235
  - d. Collective Bargaining Session (Government Code Section 3549.1(d)
  - e. Grievance Hearing (Government Code Section 54957)
  - f. Public Employee Discipline/Dismissal/Release (Government Code Section 54957)

---

\*The Student Director does not attend Closed Session.

2. Recess to Closed Session (Continued)
  - g. Public Employment and Appointments (Government Code Section 54957)  
Certificated Transactions:
    - (1) Elementary Principal
    - (2) Vice Principal – Secondary
    - (3) Food Services Director  
Classified Transactions

#### **RECONVENE IN PUBOIC SESSION**

The Board returned to Public Session at 8:21 p.m.

**BOARD ROLL CALL:**

President Terry S. Doran
Vice President Shirley Issel
Director Joaquin J. Rivera
Director Ted Schultz
Director John T. Selawsky
Student Director Sarena M. Chandler

#### **REPORT OF ACTION TAKEN IN CLOSED SESSION**

President Doran stated that there was nothing to report from Closed Session.

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

President Doran collected the “Requests to Address the Board of Education” cards.

#### **PUBLIC TESTIMONY**

Four speakers addressed the Board.

#### **UNION REPRESENTATIVES**

Mr. Barry Fike, President, Berkeley Federation of Teachers, addressed the Board.

#### **ADVISORY COUNCILS**

No one addressed the Board at this time.

#### **AGENDA REORDER**

## **PRESENTATION**

### **5. Presentation by Berkeley Arts in Education Steering Committee (BAESC)**

Representatives from the Berkeley Arts in Education Steering Committee made a power-point presentation. They highlighted the Local Arts Education Partnership Grant for 2000-2001; Arts as Literacy; what teachers said they learned about the arts and future arts training. The representatives offered four recommendations for future arts professional development.

## **AGENDA REORDER**

### **SUPERINTENDENT'S REPORT**

Superintendent Lawrence reported that the plans to close the Berkeley High School campus for ninth graders will be revisited. The ninth graders will not be contained on campus at this time. She gave an update on the construction projects at Berkeley High School and Martin Luther King Jr. Middle School. Superintendent Lawrence stated that Associate Superintendent Christine Lim will be meeting with the Berkeley High School administrators regarding the WASC report. She also reported on the annual administrative team retreat.

### **BOARD MEMBERS' COMMENTS**

Board Members welcomed Superintendent Lawrence. They noted that Associate Superintendent Catherine James has resigned from the District. Her last day will be August 31, 2001. The Board thanked Ms. James for her contributions to the District and wished her well in her future endeavors.

## **AGENDA REORDER**

### **SPECIAL ORDER OF BUSINESS: ACTION**

#### **4. Acceptance of Gifts:**

- (a) Jesus Mendez, MI TIERRA FOODS MARKET: A donation of \$150 to the Latino-Chicano Club at Berkeley High School
- (b) Mario Tejada, LA FIESTA RESTAURANT: A donation of \$250 worth of food for the Student Recognition Event at Berkeley High School
- (c) Tony Mejia, JUAN'S PLACE RESTAURANT: A donation of \$350 worth of food for the Student Recognition Event at Berkeley High School
- (d) Keith and Dana Dubinsky: A donation of \$150 to be used at Thousand Oaks Elementary School

President Doran thanked Jesus Mendez, Mario Tejada, Tony Mejia and Keith and Dana Dubinsky for their gifts.

Motion: Directors Doran/Rivera and approved unanimously on voice vote:

To accept these gifts to the District.

## **AGENDA REORDER**

## APPROVAL OF CONSENT CALENDAR

The Board pulled, for separate consideration, Item #8.

Motion: Directors Schultz/Selawsky and approved unanimously on voice vote:

That the remainder of the Consent Calendar, Action Items, be approved.

6. Approval of Personnel Recommendations
7. Approval to deny claims against the District
8. Action taken regarding decisions of Student Expulsion Administrative Panels:  
Case Numbers: 224, 225, 231, 232, 233, 234 and 235

Please see below for action on this item.

9. Approval of Contracts and Purchases in Excess of \$15,000
  10. Approval of Resolution No. 7282: Authorization to File Eligibility Documents and State Facility Applications to the State for New Construction and Modernization Projects Under SB 50 Leroy F. Greene School Facilities Act of 1998
  11. Approval of Resolution No. 7284: Authorization to Approve the Award of Emergency Contract to WA Rose to Address A Number of Health and Safety Issues at Berkeley High School, including Restroom Maintenance and Football Bleacher Repair
  12. Approval of Resolution No. 7285: Approval of Authorization of Signatures
  13. Approval of Expenditure Plan Academic Performance Indicator (API) Governor's Performance Award for Thousand Oaks Elementary School
  14. Uniform Complaint Procedures—Revision to Board Policy—Second Reading
  15. Acceptance and Authorization for Publication of the Initial Environmental Study and Environmental Checklist for the Transportation Yard at Gilman and 7<sup>th</sup> Streets
  16. Acceptance of BAAQMD Funds for Lower Emission CNBG School Buses and Approval of Long Term Financing Plan for District Matching Funds
  17. Authorization to Contract with Signet Testing Labs for a Physical Survey of the Berkeley High School (BHS) Old Gym and Pools
  18. Authorization to Award Bid Schedule No. 1325 for Mobile Food Unit for Berkeley High School
8. Action taken regarding decisions of Student Expulsion Administrative Panels:  
Case Numbers: 224, 225, 231, 232, 233, 234 and 235

Motion: Directors Rivera/Selawsky and approved 5-(1) on voice vote:

That the recommendations by the Student Expulsion Administrative Panels be approved for case numbers 224, 225, 231, 232 and 234.

AYES: Directors Doran, Issel, Rivera, Schultz, Selawsky  
ABSTAIN: (Student Director Chandler. The Student Director does not vote on Student Expulsions, personnel recommendations or any Closed Session items.)

**APPROVAL OF CONSENT CALENDAR (continued)**

8. Action taken regarding decisions of Student Expulsion Administrative Panels:  
Case Numbers: 224, 225, 231, 232, 233, 234 and 235 (continued)

**CASE NUMBER 233:**

Motion: Directors Rivera/Issel and approved 5-(1) on voice vote:

To change the recommendation of the Administrative Panel and expel the student for one year.

AYES: Directors Doran, Issel, Rivera, Schultz, Selawsky  
ABSTAIN: (Student Director Chandler)

**CASE NUMBER 235:**

Motion: Directors Rivera/Schultz and approved 4-1-(1) on voice vote:

To change the recommendation of the Student Expulsion Administrative Panel from a suspended expulsion for one semester to a suspended expulsion for two semesters and that we also add as conditions for the suspension of the expulsion that the student must maintain an exemplary attendance record and that we recommend that the student attend counseling in addition to the items recommended by the Student Expulsion Administrative Panel.

AYES: Directors Doran, Rivera, Schultz, Selawsky  
NOES: Director Issel  
ABSTAIN: (Student Director Chandler)

**APPROVAL OF ACTION ITEMS**

19. Approval of Salary Increases for Berkeley Federation of Teachers (BFT)

Motion: Directors Rivera/Selawsky and approved 5-(1) on voice vote:

The approval of salary increases for Berkeley Federation of Teachers (BFT) and amended. The amendment is as follows:

- a. K-12 contract teachers: 5.94% - Delta Dental Increase = 5.83%
- b. Adult Hourly Teachers: 6.21%
- c. Substitute Daily Rates, Independent Study Hourly Rates, all Stipends: 3.67%
- d. Early Childhood Teachers: 4.87% - Delta Dental Increase = 4.72%
- e. UBA (Union of Berkeley Administrators), Non-Represented Managers, Contracted Administrators and Confidential Employees for 2001-2002: 6.05%

AYES: Directors Doran, Issel, Rivera, Schultz, Selawsky  
ABSTAIN: (Student Director Chandler)

**APPROVAL OF ACTION ITEMS (continued)**

**20. Approval of Union of Berkeley Administrators (UBA) Agreement, Section 3g, Salary Increase Formula**

Motion: Directors Issel/Rivera and approved unanimously on voice vote:

That this item be approved as amended. The amendment is as follows:

- a. Section 3j: 55 percentile is to be deleted and should read "rank of 15."
- b. Section 3g wording was changed to read:

"The District will increase salaries to **the Rank of 15** within the agreed to 31 Comparison Districts and using agreed upon like job descriptions, as measured by the Composite Compensation Index...."

AYES: Directors Doran, Issel, Rivera, Schultz, Selawsky  
ABSTAIN: (Student Director Chandler)

**21. Approval of Salary Increases for Union of Berkeley Administrators (UBA) Non-Represented Managers, Contracted Administrators and Confidential Employees for 2001-2002**

Motion: Directors Issel/Selawsky and approved 5-(1) on voice vote:

That this item be approved.

AYES: Directors Doran, Issel, Rivera, Schultz, Selawsky  
ABSTAIN: (Student Director Chandler)

**ADDITIONAL PUBLIC TESTIMONY**

There was no Additional Public Testimony at this time.

## BOARD MATTERS

### 22. Board Committee Appointments/Reports

- Berkeley Arts Education Steering Committee
- Berkeley School Financing Corporation
- Citizens Advisory Committee on Diversity
- Citizens Budget and Finance Advisory Committee
- Citizens Construction Program Advisory Committee
- Facilities Maintenance and Security Advisory Committee
- Music Program Committee
- Peace and Justice Commission
- Student Assignment Advisory Committee
- Surplus Facilities Advisory Committee
- Two-by-Two Committee

There were no appointments/reports regarding the above committees or commission.

- Youth Commission

Vice President Shirley Issel re-appointed **Andre Sternberg** to the Youth Commission.

Director John Selawsky appointed **Ryan A. Buckley** to the Youth Commission.

## BOARD REQUESTS

There were no Board Requests at this time.

## ADJOURNMENT

President Doran declared the Regular Meeting of August 15, 2001 adjourned at 9:33 p.m.

APPROVED:

ATTEST:

---

President, Board of Education  
Berkeley Unified School District

---

Secretary, Board of Education  
Berkeley Unified School District

qeg





**Supplement of Board Agenda September 5, 2001**

**APPROVAL OF CONTRACTS/PURCHASE ORDERS**

ROLL: Motion Recommended: 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*
1. I. Phillips Manager Magnet Program	California Video 480 Gate Five Road Sausalito CA	Magnet Prog.	\$34,000	

To create four recruitment videos of four Magnet Schools and two remakes for a total of \$34,000 to be paid \$11,000 at beginning \$11,000 when script and 25% of shooting complete and \$12,000 upon completion and final approval.

2. C. Chinn Principal Malcolm X	Thomas Michaelis, Director Bay Area Psychotherapy Services 2617 Etna Street Berkeley CA	Healthy Start	\$20,000	
---------------------------------------	-----------------------------------------------------------------------------------------------------	---------------	----------	--

To establish a Healthy Start School-linked Service Program, specifically, BAPS will act as fiscal Agent for payment and delivery of counseling and related services provided by Case manager for The period September 1, 2001 through June 30, 2002.

3. M. Thyberg Manager BSEP	Mary Lee Coles 721 Creston Road Berkeley CA	BSEP	\$30,000	
----------------------------------	---------------------------------------------------	------	----------	--

To work with teachers, students, and parent/community volunteers to expand the Writers Room Program to ninth and tenth grade English, Ell, and Special Education writing classes for the Period September 13, 2001 through June 13, 2002.

4. C. Lim	Newark Unified School District			
-----------	--------------------------------	--	--	--

Agreement between Berkeley Unified School District and Newark Unified School District for the Admission of pupils desiring interdistrict attendance in accordance with Education Code Section 46600, 46613 and 46616 for the 2001-2002 school year.





## **BERKELEY UNIFIED SCHOOL DISTRICT**

TO: Michele Lawrence, Superintendent  
FROM: David A. Gomez, Ph.D., Associate Superintendent,  
Administrative Services  
DATE: September 5, 2001  
SUBJ: Declaration of Need for Fully Qualified Educators

### **BACKGROUND INFORMATION:**

The State requires that all districts certify that they have been making reasonable efforts to recruit credentialed teachers. In the event fully credentialed teachers are not available, the district must make the following efforts:

1. The individual is scheduled to complete initial preparation requirements within six months
2. A candidate who qualifies agrees to participate in an approved internship including a pre-internship program in the region of the school district.

### **POLICY/CODE:**

California State Education Code Article 5.5 Section 44300 Section B.

### **FISCAL IMPACT:**

None.

### **STAFF RECOMMENDATIONS:**

It is recommended the Board approve the Declaration of Need.

ATTN: DECLARATION OF NEED

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

### For Service in a School District:

Name of District BERKELEY UNIFIED

District CDS Code 61143

Name of County ALAMEDA

County CDS Code 01

By submitting this annual resolution the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made. If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- 1) an individual who is scheduled to complete initial preparation requirements within six months
- 2) a candidate who qualifies and agrees to participate in an approved internship including pre-internship program in the region of the school district.

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 9/5/01 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar. **Enclosed is a copy of the Board agenda item.** With my signature below I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2002. For a declaration to remain in force for longer than one year, the district must have an approved Plan to Develop Fully Qualified Educators on file with the Commission.

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

Name Dr. David Gomez

Signature David A. Gomez

Title Assoc. Superintendent

Date July 23, 2001

Telephone # (510) 644-6150

FAX # (510) 644-6151

Mailing Address 2134 Martin Luther King Jr. Way Berkeley 94704

### Service for a County Office of Education, State Agency, or Non-Public School or Agency (NPS/NPA): Complete only the appropriate line.

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form. **Enclosed is a copy of the public announcement.** The declaration shall remain in force until June 30, \_\_\_\_\_. For a declaration to remain in force for longer than one year, the county, agency or school must have an approved Plan to Develop Fully Qualified Educators on file with the Commission.

Superintendent or Director:

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Telephone # \_\_\_\_\_

FAX # \_\_\_\_\_

Mailing Address \_\_\_\_\_

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

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

## I. AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below. This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

TYPE OF EMERGENCY PERMIT		ESTIMATED NUMBER NEEDED
Multiple Subject (No emphasis)		2
	w/CLAD Emphasis	1
	w/BCLAD Emphasis (List target languages on pg. 3)	1
Single Subject (No emphasis; check subjects on pg. 3)		10
	w/CLAD Emphasis	1
	w/BCLAD Emphasis (List target languages on pg. 3)	1
CLAD Permit (Applicant already holds teaching credential)		1
BCLAD Permit (Applicant already holds teaching credential; list target languages on pg. 3)		1
Education Specialist:	Deaf and Hard of Hearing	1
	Mild / Moderate	4
	Physical and Health Impaired	1
	Moderate / Severe	4
	Visually Impaired	1
	Early Childhood Special Education	1
	Resource Specialist	4
Clinical or Rehabilitative Services	Language, Speech, & Hearing	4
	Special Class Authorization	4
Library Media Teacher Services		1

## II. SUBJECTS ON EMERGENCY SINGLE SUBJECT TEACHING PERMITS

Identify the subjects of estimated need with a check mark.

- |                                                       |                                                             |
|-------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Agriculture                  | <input type="checkbox"/> Home Economics                     |
| <input type="checkbox"/> Art                          | <input type="checkbox"/> Industrial & Technology Ed.        |
| <input type="checkbox"/> Business                     | <input type="checkbox"/> Life Science (obsolete 1-1-98)     |
| <input type="checkbox"/> English                      | <input type="checkbox"/> Math                               |
| <input type="checkbox"/> Foreign Language             | <input type="checkbox"/> Music                              |
| <input type="checkbox"/> French                       | <input type="checkbox"/> Physical Education                 |
| <input type="checkbox"/> German                       | <input type="checkbox"/> Physical Science (obsolete 1-1-98) |
| <input type="checkbox"/> Spanish                      | <input type="checkbox"/> Science: Biological Sciences       |
| <input type="checkbox"/> Other (Specify)              | <input type="checkbox"/> Science: Chemistry                 |
| <input type="checkbox"/> Government (obsolete 1-1-98) | <input type="checkbox"/> Science: Geosciences               |
| <input type="checkbox"/> Health Science               | <input type="checkbox"/> Science: Physics                   |
| <input type="checkbox"/> History (obsolete 1-1-98)    | <input type="checkbox"/> Social Science                     |

## III. TARGET LANGUAGE(S) ON BILINGUAL EMPHASIS AND BCLAD PERMITS

List the target languages of estimated need under the appropriate category.

Multiple Subject	Single Subject	BCLAD
1. Spanish	1. Spanish	1. Spanish
2.	2.	2.
3.	3.	3.
4.	4.	4.
5.	5.	5.

## IV. PLACEMENT OF STUDENTS IN NON-PUBLIC SCHOOLS AND AGENCIES

*School Districts and County Offices of Education must complete this section.*

How many students do you estimate that you will be placing in non-public schools or agencies during this year? 50

Name the non-public agencies you plan to contract your students for services. Indicate whether or not agency(s) employ teachers on emergency permits.

See attached list	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	<input type="checkbox"/> YES	<input type="checkbox"/> NO

## V. EFFORTS TO RECRUIT CERTIFICATED PERSONNEL

List the pertinent agencies that you have contacted and the most recent date of contact in the chart below. Include a brief description of additional efforts that the employing agency has undertaken to locate and recruit individuals who hold the needed credentials. Such recruitment may include dated copies of written announcements of the vacancy or vacancies which were mailed to college or university placement centers.

## Agencies Contacted

Name Of Agency		Date Of Contact
1.	Mills College	5/01; 7/01
2.	CSU Hayward	7/01
3.	UC Berkeley	7/01

## Additional Recruitment Methods:

Newspaper, job fair, college placement office

## VI. EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a Plan to Develop Fully Qualified Educators in cooperation with other education agencies in the region pursuant to Section 80026.4?

☐ Yes ☒ No

If yes, when was it will it be submitted? If no, please explain.

Budgetary restrictions

Does your agency participate in a Commission-approved pre-internship program? ☒ Yes ☐ No

If yes, how many pre-interns do you expect to have this year? 25

If no, explain.

Has your agency established a District Intern program?

☒ Yes ☐ No

If no, explain.

Does your agency participate in a Commission-approved college or university internship program?

☒ Yes ☐ No

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

If yes, list each college or university with which you participate in an internship program. If no, explain why you do not participate in an internship program.

Project Pipeline; UC Berkeley CAL PIP; CSU Hayward



AMENDED DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS  
FOR LIMITED ASSIGNMENT PERMITS  
JULY 1, 2001 TO JUNE 30, 2002

For Service in a School District:

Name of District BERKELEY UNIFIED District CDS Code 61143

Name of County ALAMEDA County CDS Code 01

By submitting this annual resolution the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made. If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- 1) an individual who is scheduled to complete initial preparation requirements within six months
- 2) a candidate who qualifies and agrees to participate in an approved internship including pre-internship program in the region of the school district.

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 9 / 5 / 01 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar. **Enclosed is a copy of the Board agenda item.** With my signature below I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2002. For a declaration to remain in force for longer than one year, the district must have an approved Plan to Develop Fully Qualified Educators on file with the Commission.

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

Name Dr. David Gomez Signature \_\_\_\_\_  
Title Assoc. Superintendent Date July 23, 2001  
Telephone # 510-644-6150 FAX # 510-644-6151  
Mailing Address 2134 Martin Luther King Jr. Way Berkeley 94704

Service for a County Office of Education, State Agency, or Non-Public School or Agency (NPS/NPA):

Complete only the appropriate line.

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form. **Enclosed is a copy of the public announcement.** The declaration shall remain in force until June 30, \_\_\_\_\_. For a declaration to remain in force for longer than one year, the county, agency or school must have an approved Plan to Develop Fully Qualified Educators on file with the Commission.

Superintendent or Director:

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_  
Telephone # \_\_\_\_\_ FAX # \_\_\_\_\_  
Mailing Address \_\_\_\_\_

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching. The local governing board requesting such assignment must employ the applicant. Applicants who have not obtained permanent status shall be assigned an experienced educator by the employing agency in the subject area of the Limited Assignment Permit.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of limited assignment permits the employing agency estimates it will need in multiple subject and single subject areas.

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	2
Single Subject	5
TOTAL	7



## **BERKELEY UNIFIED SCHOOL DISTRICT**

TO: Michele Lawrence, Superintendent  
FROM: David A. Gomez, Ph.D., Associate Superintendent,  
Administrative Services  
DATE: September 5, 2001  
SUBJ: St. Mary's College Student Teacher Placement Agreement

### **BACKGROUND INFORMATION:**

Saint Mary's College desires to place Saint Mary's students enrolled in teacher training curricula and/or Saint Mary's students enrolled in counselor training curricula (collectively, "Students"), in appropriate locations whereby Students may gain practical teaching or counseling experience as an important element of Students' education and training by Saint Mary's School of Education.

Saint Mary's is accredited by the California Commission on Teacher Credentialing ("CCTC") as a teacher and counselor education institution that enrolls Students in a teacher training and/or a counselor education curriculum. Berkeley Unified School District benefits from the services and assistance of Students in Berkeley Unified School District's teaching and counseling environments.

### **POLICY/CODE:**

California State Code of Education Article I Section 10000.

### **FISCAL IMPACT:**

None.

### **STAFF RECOMMENDATIONS:**

Approval of St. Mary's Student Teacher Placement Agreement.



## **BERKELEY UNIFIED SCHOOL DISTRICT**

TO: Michele Lawrence, Superintendent  
FROM: David A. Gomez, Ph.D., Associate Superintendent,  
Administrative Services  
DATE: September 5, 2001  
SUBJ: California Commission on Teacher Credentialing Teaching  
Internship Grant (CAL PIP)

### **BACKGROUND INFORMATION:**

For the past several years the University of California Extension has received the California Commission on Teacher Credentialing Teacher Alternative Certification Program (Internship) Grant for which the Berkeley Unified School District acts as fiscal agent. This year's grant is for \$151,000 of which the District retains 3% indirect costs. This grant provides funds for 58 interns to participate in the UC Extension California Professional Internship Program (CAL PIP) Program. Many of our teaching interns are in this program.

### **POLICY/CODE:**

California State Code of Education Article I Section 10000.

### **FISCAL IMPACT:**

None.

### **STAFF RECOMMENDATIONS:**

Accept the California Commission on Teacher Credentialing Teaching Internship Grant.







## **Berkeley Unified School District**

**TO:** Michele Lawrence, Superintendent  
**FROM:** Christine Lim, Associate Superintendent, Instruction  
**DATE:** September 5, 2001  
**SUBJECT:** Approval to Receive the Academic Volunteer and Mentor Service Program Grant from the Office of the Secretary of Education for a Second Three-Year Grant Period.

### **BACKGROUND INFORMATION:**

The District has been awarded an Academic Volunteer and Mentor Service Program (AVMSP) grant for a second three-year grant period starting 2001-2002. This grant award is for \$100,000 per year, for three years.

For the past three years the District, in partnership with Stiles Hall, has provided 200 one to one mentor/tutors through the AVMSP at Longfellow Arts and Technology Magnet Middle School, Martin Luther King Jr. Middle School, LeConte Elementary, Rosa Parks Environmental Science Magnet School, Cragmont Elementary, Thousand Oaks Elementary and Berkeley High. This renewal of the multi-school District grant will continue to provide 200 tutor/mentors for Longfellow, King, LeConte, Cragmont, Rosa Parks and Thousand Oaks schools. The District grant is contracted to Stiles Hall for implementation.

This year, Berkeley High School was separated from the multi-school District grant so that a site-specific application could be submitted. This action resulted in a successful site-specific award of \$100,000 per year for three years for Berkeley High School.

### **POLICY/CODE:**

Government Code Section 96100-96114; SB 1114, Chapter 901

### **FISCAL IMPACT:**

One Hundred Thousand Dollars (\$100,000) a year, for three years, in restricted funds.

### **STAFF RECOMMENDATION:**

Approve receipt of the Academic Volunteer and Mentor Service Program grant for mentor/tutor programs at Longfellow Arts and Technology Magnet Middle School, Martin Luther King Jr. Middle School, LeConte Elementary, Rosa Parks Environmental Science Magnet School, Cragmont Elementary, and Thousand Oaks Elementary.

## **Berkeley Unified School District**

**TO:** Michele Lawrence, Superintendent  
**FROM:** Christine Lim, Associate Superintendent, Instruction  
**DATE:** September 5, 2001  
**SUBJECT:** Approval to Receive the Academic Volunteer and Mentor Service Program for Berkeley High School and Enter into Contract with the Berkeley YMCA for Mentor Program Services.

### **BACKGROUND INFORMATION:**

This year, the District applied for, and was awarded, a site-specific three-year Academic Volunteer and Mentor Service Program Grant (AVMSP) for Berkeley High School. The AVMSP, a program of the Office of the Secretary of Education, is a three-year grant award of \$100,000 per year. This grant is dedicated to Berkeley High School with a contractual relationship with the Berkeley YMCA to implement Y-Scholars Mentor Program. With this grant, Berkeley High School, in partnership with the Berkeley YMCA, will provide 200 one to one tutor/mentors to Berkeley High School students. Working with the Berkeley YMCA, Berkeley High School will integrate the Y-Scholars, the Peer Bridge Program, the Check-and-Connect Truancy Prevention program and the Student Learning Center after school component.

Twenty-five percent (25%) of the AVMSP grant at Berkeley High School will be added with 21<sup>st</sup> Century Community Learning funds from the Student Learning Center's after school component to support a Mentor Program Director (.60 FTE) who will be responsible for coordinating with the various mentor/tutor programs at the high school. The Mentor Program Director will lead a team that includes the Check-and-Connect Program coordinator, the full-time YMCA Y-Scholars coordinator, the coordinator of the Student Learning Center and the Vice Principal of Student Services.

Sixty-seven percent of the grant (\$66,300) will fund the Berkeley YMCA to expand the existing Y-Scholars program to serve 60 sophomores and expand every year as new freshmen enter the school. The student population to be served in Y-Scholars is EAOP (Early Academic Outreach Program) eligible. As the contractor with the Berkeley High School AVMSP grant, the Berkeley YMCA will provide academic support, community service, leadership training, recreation and educational planning. Additionally, the Berkeley YMCA has agreed to coordinate the recruitment, training and oversight of mentors for both this program and additional programs at Berkeley High School. The Berkeley YMCA is committed to working as part of a team lead by the Berkeley High School Mentor Coordinator.

Three thousand dollars (\$3000) per year of the grant is allocated for program evaluation and the District will retain 5.59% of the grant for indirect expenses.

**POLICY/CODE:**

Government Code Section 96100-96114; SB 1114, Chapter 901

**FISCAL IMPACT:**

One Hundred Thousand Dollars (\$100,000) a year, for three years, in restricted funds.

**STAFF RECOMMENDATION:**

Approve receipt of the Academic Volunteer and Mentor Service Program grant designated for Berkeley High School and approve the contract of \$66,300 between the District and the Berkeley YMCA for services rendered within the scope of this program.

## **CONTRACT BETWEEN**

### **BERKELEY UNIFIED SCHOOL DISTRICT AND BERKELEY YMCA**

**ISSUED BY:** **Berkeley Unified School District**

**CONTRACTOR:** **Berkeley YMCA**

**TOTAL AMOUNT:** **\$66,300**

**EFFECTIVE DATE:** **September 1, 2001**

**TYPE OF CONTRACT:** **Fixed Price**

**CONTENTS:** This contract consists of the following:

1. Cover Page
2. List of Articles
3. Specific Provisions
4. General Provisions (Incorporated by Reference)

### **LIST OF ARTICLES**

ARTICLE I:	Statement of Work
ARTICLE II:	Reports
ARTICLE III:	Time of Performance
ARTICLE IV:	Technical Direction
ARTICLE V:	Proprietary Rights in Reports
ARTICLE VI:	Confidentiality of Data
ARTICLE VII:	Compensation and Method of Payment
ARTICLE VIII:	Cost Incurred Prior to Execution
ARTICLE IX:	Renegotiation
ARTICLE X:	Termination
ARTICLE XI:	Certificate of Nondiscrimination
ARTICLE XII:	Severability
ARTICLE XIII:	Prior Agreements
ARTICLE XIV:	General Provisions

**CONTRACT BETWEEN  
BERKELEY UNIFIED SCHOOL DISTRICT  
AND  
THE BERKELEY YMCA**

The parties to this CONTRACT are Berkeley Unified School District (hereinafter called the DISTRICT) and The Berkeley YMCA, a corporation organized under the laws of the State of California, with place of business at 2001 Allston Way, Berkeley 94704 (hereinafter called the CONTRACTOR).

**WITNESSETH THAT:**

WHEREAS, the DISTRICT is implementing an academic mentoring, tutoring and service learning center at Berkeley High School (BHS),

Whereas, CONTRACTOR conducts an existing program for Berkeley High School (BHS) students called Y-Scholars, providing academic support, community service, leadership training, recreation and educational planning and has agreed to coordinate the recruitment, training and oversight of mentors for both this program and additional programs at BHS,

In order to accomplish elements of the work of the Academic and Volunteer Mentoring Grant (GRANT), the DISTRICT hereby agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to perform the work hereinafter set forth.

## **ARTICLE I: STATEMENT OF WORK**

The CONTRACTOR shall undertake activities directed to fulfillment of Article I, under the direction of the Site Vice Principal. Article I will be revised as necessary during the annual renewal of this agreement. The CONTRACTOR will work to achieve the following general goals:

1. CONTRACTOR will work with BERKELEY HIGH SCHOOL to create a one-on-one academic mentoring program for 200 BHS students.
2. CONTRACTOR will work with BERKELEY HIGH SCHOOL to establish stronger support for student academic achievement and forge bonds with the school, community organizations and members of the community.

CONTRACTOR will carry out the following tasks:

- Supervision of the Americorps members considered the “team leaders”
- Overall direction of recruitment, matching, monitoring and training of mentors for Y-scholars mentees
- Facilitation of all major group events (Mentor Nights, community service projects, career exploration activities, etc.)
- Facilitation of communication between BHS teachers and staff, mentors, parents, mentees and the YMCA
- Report writing and data collection for outside evaluator
- Regular meetings with the BHS Mentor Coordinator, Check and Connect Coordinator, and the school counselors and parent committees

## **ARTICLE II: REPORTS**

- A. The CONTRACTOR agrees to maintain accurate time and financial records and to submit any reports that may be required by the designated BHS Administrator.

- B. The CONTRACTOR shall furnish evaluation reports as agreed with the designated BHS Administrator adhering to the reporting schedules and deadlines for each grant included in the evaluation (Attachment A).

### **ARTICLE III: TIME OF PERFORMANCE**

This Agreement shall be effective as of September 1, 2001. The CONTRACTOR will work with the DISTRICT for the life of the grants identified in Attachment A, with the final work on these grants to be completed by August 30, 2002. Annual contract amount and services beyond 2002 will be determined by mutual agreement at a later date. The CONTRACTOR will receive additional funds to incorporate new grants added during the period of the contract.

### **ARTICLE IV: TECHNICAL DIRECTION**

- A. Performance of the work under this Contract shall be subject to the technical direction of the designated BHS Administrator. Such technical direction may include, but is not limited to:
1. Specifying details of the Statement of Work in accordance with Article I.
  2. Monitoring technical progress and performing technical evaluation of performance.
  3. Performing technical inspection and acceptance.
  4. Interpreting the Statement of Work and assisting the CONTRACTOR in the resolution of technical problems encountered during performance.
- B. The designated BHS Administrator shall be responsible for inspecting and determining the acceptability of all products to be delivered under this Contract. The DISTRICT shall have the right to inspect all materials and workmanship at any time. All work

under the CONTRACT is subject to final acceptance by the designated BHS Administrator.

#### **ARTICLE V: PROPRIETARY RIGHTS IN DATA AND REPORTS**

All data collected as part of the tasks described in Article 1, all information contained in project documents, all evaluation tools developed, and all findings and reports are the property of the DISTRICT and cannot be duplicated, distributed or published without the consent of the DISTRICT.

#### **ARTICLE VI: CONFIDENTIALITY OF DATA**

CONTRACTOR will ensure that all data that can be linked to individual students and their families will be maintained in locked cabinets or in a secure computer network that cannot be accessed by the public. In all data collection activities involving students, CONTRACTOR will abide by informed consent procedures approved and implemented by the DISTRICT. Findings regarding students and their families will not be published except as under Article V above.

#### **ARTICLE VII: COMPENSATION AND METHOD OF PAYMENT**

- A. The estimated cost to the DISTRICT of performance of the CONTRACT is \$66,300 in Year 1 (August 30, 2002).
- B. The DISTRICT agrees to pay the CONTRACTOR 45% of the total Year 1 contract amount by November 1, 2001. A second 45% of the total Year 1 contract amount will be paid by February 1, 2002. The final 10% of the total Year 1 contract will be paid by June 1, 2002. During the last month of the project year, the payment amount will be adjusted to reflect any previously-approved changes in the total contract amount. The CONTRACTOR shall submit invoices by the 5<sup>th</sup> of the month prior to each PAYMENT PERIOD to the DISTRICT'S Accounts Payables Office at 2134 Martin Luther King Way.



- C. Payments in subsequent project years will follow a similar payment schedule.
- D. The CONTRACTOR will maintain accurate records of costs incurred in performance of the Contract and will make such records available to the DISTRICT upon request. Monthly cost statements will include both previous month's costs and total costs to date. The DISTRICT may request additional supporting material as necessary.
- E. The CONTRACTOR shall be responsible for maintaining a cost accounting system which conforms to government audit procedures. The DISTRICT will have reasonable access to these accounting records.

#### **ARTICLE VIII: COSTS INCURRED PRIOR TO EXECUTION**

Costs incurred by the CONTRACTOR prior to execution of this CONTRACT and subsequent to September 1, 2001 shall be allowed to the extent they would have been allowable if the CONTRACT had been in effect when such costs were incurred.

#### **ARTICLE IX: RENEGOTIATION**

It is mutually understood and agreed that no alteration or variation in the terms of the CONTRACT shall be made unless in writing and signed by both parties hereto; and further, that no oral understanding or agreement not incorporated herein shall be binding on the parties hereto. If an altered scope of work increases the workload of the CONTRACTOR, the renegotiated CONTRACT shall include an equitable adjustment for additional costs incurred and associated fee.

The CONTRACT may be renegotiated or extended at any time by mutual consent of the DISTRICT'S designated BHS Administrator and Diane Dodge, YMCA Project Director. The

DISTRICT and CONTRACTOR anticipate extending the CONTRACT in future years, amending the scope of work by modifying Article I and the Contract amount.

#### **ARTICLE X: TERMINATION**

- A. In the event that the GRANT shall be terminated for default or convenience of the government, this CONTRACT shall be similarly terminated.
- B. In the event of failure of the CONTRACTOR to submit a deliverable within ten (10) working days of the date specified by the designated BHS Administrator, the CONTRACTOR shall specify in writing the cause of the delay.
- C. If the CONTRACTOR fails within a reasonable time to submit an approved deliverable as specified above, the CONTRACTOR may, after ten (10) days' written notice, with an opportunity to cure, be terminated.
- D. Should the CONTRACTOR be terminated, the DISTRICT will reimburse for all costs accrued prior to the date of termination, except that in the case of a termination for convenience, the CONTRACTOR shall also be paid for costs associated with the termination.

#### **ARTICLE XI: CERTIFICATION OF NONDISCRIMINATION**

The CONTRACTOR certifies that the firm does not discriminate in employment on the basis of race, color, religion, national origin, sexual orientation or disability.

## ARTICLE XII: SEVERABILITY

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

## ARTICLE XIII: PRIOR AGREEMENTS

This CONTRACT represents the sole agreement between the DISTRICT and CONTRACTOR with respect to the scope of services described herein. Any such understandings or agreements, written or oral, between the DISTRICT and CONTRACTOR are superseded by this CONTRACT.

IN WITNESS THEREOF, the parties have caused this to be duly signed and executed by their authorized representatives on the day and year first above mentioned subject to confirmation by:

DISTRICT:

CONTRACTOR:

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

Name: Larry H. Bush

Superintendent: \_\_\_\_\_

Title: President/CEO

Signature: \_\_\_\_\_

Signature: 

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

Date: 8-27-01

## **BERKELEY UNIFIED SCHOOL DISTRICT**

**To:** Michele Lawrence, Superintendent  
**FROM:** John Malone, Business Consultant  
**DATE:** September 5, 2001  
**SUBJECT:** Authorization to Record a Notice of Cessation for the  
Thousand Oaks new construction project

### **BACKGROUND INFORMATION**

The School District moved into the classrooms at Thousand Oaks at the beginning of the 2000/01 School Year. The multipurpose space was completed before the winter break. The contractor has completed some of the punch list requirements of the contract. However, the contractor's responsibility for the entire list has been contested. The contractor, Ralph Larsen and Sons, Inc., has not worked on completion of these items for approximately four months. Now the District and the contractor have initiated legal proceedings against each other. In order to limit our disputes, the staff wishes to be able to release to the contractor all undisputed sums owed. By Board policy and practice, we cannot release his retention, in part or in full, until the Board formally accepts the project. We have been advised that it would be more prudent to recognize that the contractor has ceased work on the project. This will allow us to release undisputed sums, without "accepting" the work. If the Board approves the recording of the Notice of Cessation, we would record the Notice and would release funds after the lien period has expired.

### **POLICY/CODE**

California Public Contract Code 20110-20118.

### **FISCAL IMPACT**

All costs are in the bond (Measures A and AA) budgets. Some money was received from the Office of Public School Construction (OPSC) for the Construction of the new Thousand Oaks.

### **STAFF RECOMMENDATION**

Direct staff to proceed with the recording of the notice.



## **BERKELEY UNIFIED SCHOOL DISTRICT**

**To:** Michele Lawrence, Superintendent  
**FROM:** John Malone, Business Consultant  
**DATE:** September 5, 2001  
**SUBJECT:** Approval of the Completion of the Thousand Oaks Landscape

### **BACKGROUND INFORMATION**

The Thousand Oaks landscape project was bid separately from the construction project. Consideration was given to add this project as a change order with the existing building contractor however a satisfactory price was not quoted. As a result a separate contract was put up for bidding and was authorized. The landscape project is now complete and staff is seeking authorization to file notice of completion and release remaining funds to contractor.

### **POLICY/CODE**

California Public Contract Code 20110-20118.

### **FISCAL IMPACT**

None

### **STAFF RECOMMENDATION**

Accept notice of completion and direct staff to file appropriate documentation.



## **BERKELEY UNIFIED SCHOOL DISTRICT**

**TO:** Michele Lawrence  
**FROM:** John Malone  
**DATE:** September 5, 2001  
**SUBJECT:** Approval of the acceptance of a bid for the Longfellow site  
(Healthy Start project)

### **BACKGROUND INFORMATION**

The Healthy Start program at Longfellow is located in the portables across Ward Street from the main Longfellow campus, at the location of the old Longfellow Parent Nursery. In cooperation with the school site, the Healthy Start program initiated a Christmas in April program this past year to enhance the appearance of the buildings. At the same time, the District initiated a design effort in order to correct a number of building problems, including the installation of a fire alarm, removal of hazardous material and replacement of finishes and required handicap accessibility. The project was bid, and only one bid was received. The bid included an alternate to remove and replace flooring, and a unit cost for carpet installation.

The bid, including the alternate, is approximately 30% over the budget. After detailed review of bid and the needs of the program, staff believes that the bid is a fair representation of the cost and that the project should be awarded to the low bidder. Discussions were held with the site concerning the budget. The site and facility staffs agree that it would be best to award the project and to deduct any needed overages from the amount budgeted for a future, but not yet detailed project at Longfellow.

### **POLICY/CODE**

California Public Contract Code 20110-20118.

### **FISCAL IMPACT**

\$117,730

### **STAFF RECOMMENDATION**

Staff recommends proceeding with this item.



## RESOLUTION NO. 7286

### RECOMMENDATION

It is recommended that the Board accept the base bid in the amount of \$99,230.00 and alternate number one in the amount of \$18,500.00, and alternate number two in the amount of \$12.95 per square yard of Younger Wunar, Inc., for the Community and Resource Center Project at Longfellow School for a total amount of \$117,730.00 plus \$12.95 per square yard for an amount not to exceed 3,000 yards (\$38,850) of asphalt.

### SUMMARY AND DISCUSSION

The Board authorized advertisement for the purpose of bidding the Community and Resource Center Project at Longfellow School on June 6, 2001 and bid opening date to be July 19, 2001. One bid was picked up and one bid was received.

The Board as heretofore on June 6, 2001 adopted Resolution No. 7272 for the Community and Resource Center Project at Longfellow School as more fully described in the specification of Bid Schedule No.2265.

The following bid was received on July 19, 2001.

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate No. 1</u>	<u>Alternate No. 2</u>
<b>Younger Wunar, Inc.,</b>	<b>\$99, 230.00</b>	<b>\$18,500.00</b>	<b>\$12.95 square yard not to exceed 3,000 yards</b>

### FINANCIAL IMPLICATIONS

The project, which will not exceed \$156,580, will be funded from the Bond.

## RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, that the bid of Younger Wunar, Inc., **in the amount of \$117,730.00 plus \$12.95 square yard** not to exceed 3,000 yards (\$38,850) be and the same hereby accepted; and the Associate Superintendent and/or Purchasing Manager of this Board be and they are hereby authorized to enter into a contract with said bidder for said amount in accordance with law.

Resolution No. 7286  
Continued

PASSED AND ADOPTED by the Board of Education of the Berkeley Unified School  
District this 5<sup>th</sup> day of September 2001.

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Michele Lawrence, Superintendent  
Secretary of the Board of Education  
Of the City of Berkeley and of Berkeley Unified  
School District of Alameda County, State of California



## **Berkeley Unified School District**

**TO:** Michele Lawrence  
**FROM:** Christine Lim  
Associate Superintendent, Instruction  
**DATE:** September 5, 2001  
**SUBJECT:** Request to the United States Department of Education for a Supplemental Grant Award to the Teacher Led Technology Challenge Grant

### **BACKGROUND INFORMATION:**

The Teacher Led Technology Challenge (TLTC) grant was originally funded in 1996 by the United States Department of Education at two million dollars below the original request. The reduction in the original grant award has seriously reduced the programs capacity to achieve the intended goals that were set out in the original proposal. This includes professional development, dissemination and evaluation of the use of technology in the schools. Due to the award reduction a supplemental award is being requested from the United States Department of Education.

There is now the potential of seeking a supplemental grant. Should the supplemental award be granted to the District's Teacher Led Technology Challenge the following activities are proposed:

- Grades 4-8 Professional Development in Core Curriculum Subjects
- Pre-K – 3 Professional Development on the Intersections of Technology and Basic Skill Development
- Technology and Literacy Handbook
- Smarter Uses of AlphaSmarts
- Dissemination To a Broader Audience
- Critical Friends Visits From Key Staff Of Other Technology Innovation Challenge Grant (TICG) Projects
- Technology – Integrating Teacher Survey

### **POLICY/CODE:**

Title III, Part A, Subpart 2 of the Elementary and Secondary Education Act of 1965 as amended (20 United States Code 6841-6847)

### **FINANCIAL IMPACT:**

None.

### **STAFF RECOMMENDATION:**

Approve the request to the United States Department of Education for a supplemental grant award to the Teacher Led Technology Challenge Grant.

	A	B	C	D	E
1	Attachment 1: Revised Budget Detail for TLTC '01-'02 Supplemental Request.				
2					
3			Year 5 budget		Supplemental
4			Originally negotiated:		Needs:
5	STAFF COSTS:				
6					
7	Clerical		25220		1400
8					
9	Subtotal Personnel		560450		1400
10	Fringe		128903.5		308
11	Total Personnel + Fringe		689353.5		1708
12					
13	OTHER DIRECT COSTS:				
14					
15	Supplies		240000		16250
16	Travel		36000		3500
17	Educational Materials		68000		26250
18	Postage/Mailing		8000		1000
19	Phone/Communication		18000		200
20	Copying/Printing		19000		2000
21	Teacher Stipends		25200		2400
22	Consultants		28000		1500
23	Subcontracts:		181000		
24	- Evaluation				24500
25	- AB 1339 Web Site Production				8500
26	- AB 1399 Conference				14000
27	- AB 1399 Video Production				7200
28	- AB 1399 Playbook Production				14500
29	- Pre-K--3 Resource Production				13500
30	- Technology and Literacy Handbook				12000
31	- AlphaSmart Resource Development				13000
32	- Dissemination @ Conferences				11500
33	- Statewide Dissemination				11000
34	- Decision-Maker Dissemination				14400
35	- Other National Dissemination				12410
36	Total Other Direct Costs		695200		209610
37					
38	Subtotal Costs		1384553.5		211318
39					
40	Indirect Costs		110764.28		12679.08
41					
42	Total Costs		1495318		223997.08
43					
44	Notes:				
45	1. Travel includes both local dissemination travel and travel to conferences				
46	and meetings for purposes of dissemination.				
47	2. Educational materials include materials both for Berkeley teachers				

**T0:** Jenelle V. Leonard  
U. S. Department of Education  
555 New Jersey Avenue, NW -- Suite 522  
Washington, DC 20208-5544

**FROM:** Harvey Pressman  
Berkeley (CA) Teacher Led Technology Challenge

*This is a request for a supplemental award to our Challenge Grant project for the fiscal year 2001-2002. Our total supplemental request is for \$223,977. (See enclosed budget detail.)*

**BACKGROUND:**

The Teacher Led Technology Challenge was funded in 1996 at a level some \$2 million below our original request (*i.e.*, approximately \$400,000 per year below our original request). This reduction has diminished our capacity to achieve some of our original goals and objectives with respect to (a) professional development, (b) dissemination and (c) evaluation. The scope of work we originally proposed in the areas of professional development, dissemination and evaluation were received with enthusiasm by the proposal reviewers. One summary assessment said: "Professional development is the hub of this proposal's plan. The plan starts with professional development and keeps a professional development focus throughout." With respect to the project design, the summary assessment concluded: "This proposal has a wonderfully complex plan. . . . They start talking dissemination in the early stages, and it remains important." Another review pointed out that "professional development is well integrated in the design of this project—it is ongoing and active."

Professional development and dissemination are clearly not afterthoughts in our plan; and we have pursued both with considerable energy and vigor since the inception of our project in October, 1996. Despite the reductions in our grant, we have managed to create opportunities to implement some of the key professional development and dissemination objectives proposed in our approved original application in some significant and timely ways. In addition, we have, with the help of our third-party evaluator, Berkeley Policy Associates, aggressively pursued evaluation strategies that have helped us improve our current effectiveness, as well as to track progress towards our major goals. We now propose to implement the following activities, which are direct and obvious outgrowths of our original goals and objectives.

**ACTIVITIES:**

**A. 4-8 Professional Development in Core Curriculum Subjects.**  
*(Professional Development & Dissemination)*

We want to demonstrate a variety of cost-effective ways to train 4-8 core curriculum (math, science, social studies, language arts/English) classroom teachers in how to integrate technology in regular, ongoing teaching and learning situations when

these teachers have (a) at least three classroom computers, and (b) Internet connectivity on all computers, or one computer connected to a classroom-size screen.

This proposed supplemental activity relates directly to our original objectives. Professional development of classroom teachers, focusing especially on the integration of technology in core curriculum areas, has always been at the crux of our project. Now that California has pioneered in allocating annual professional development funds (AB 1339, Knox) for the specific purpose of promoting school-by-school professional development in classroom technology integration in the 4-8 core subjects, we want to solidify the gains made among Berkeley teachers, and spread our methods to schools in other California districts. With the help of TLTC, all Berkeley elementary and middle schools have already qualified for these funds; and all school districts in the state with more than 40% of their population on free and reduced lunch have recently been requested to apply for Technology Literacy Challenge funds specifically to purchase the equipment and pay for the infrastructure changes needed to qualify for AB 1339 professional development funds. So there currently exists a tremendous opportunity for the Berkeley TLTC to further develop and codify the training options it has created for 4-8 core curriculum teachers, and then to disseminate them widely among hundreds of schools that will just be receiving these training funds, and deciding what to do with them. Responding to that opportunity will help us accomplish our original professional development and dissemination objectives in a more sustainable way.

The products and services we plan to create will include (a) a Spring 2002 Conference for all California districts serving grades 4-8 and any TICG projects that wish to participate, on integrating technology into the 4-8 core curriculum; (b) an AB 1339 Knox "Playbook" describing cost-effective strategies for spending AB 1339 funds locally; (c) pilot workshop activities for Berkeley 4-8 teachers that will be video'd, edited and written up by selected classroom teachers who have already served as lead teachers in the TLTC project; (d) a separate web site focusing on cost-effective strategies for professional development for 4-8 core curriculum faculty in classroom technology integration; and (e) a series of 10-15 minute video tapes produced from the videos of TLTC training, available for loan or over the Internet.

## **B. Pre-K-3 Professional Development on the Intersections of Technology and Basic Skill**

### **Development.** *(Professional Development & Dissemination)*

We want to distill, codify and systematize a set of professional development strategies and activities which help classroom teachers of young children learn how to enrich, enhance, and make more effective the teaching and learning of reading, writing, and arithmetic through classroom technology integration.

This proposed supplemental activity relates directly to our original objectives. Early childhood has always been an emphasis in our project. There is a need both nationally and within our state to clarify the developmentally appropriate ways in which technology can be used to enhance teaching and learning in early childhood (ages 3-8) classrooms and then demonstrate how to deliver the right mix of relevant skills to teachers in these classrooms. The TLTC has pioneered a number of fresh and innovative approaches to the creation of technology integration skills among these teachers; and we

now wish to create a set of materials and resources that will motivate others to adapt our methods and make it easier for them to do so.

Among the desired outcomes of this activity are a set of resources (handbooks, video tapes, web tutorials, classroom activity descriptions) that will enable future staff developers in Berkeley and teacher trainers in many areas of the country (pre-service and in-service) to better define developmentally appropriate classroom technology integration for the early childhood classroom and to have a set of adaptable strategies for helping teachers to learn the skills necessary for implementation.

### **C. Technology and Literacy Handbook. (*Dissemination*)**

We want to produce a practical, usable handbook on CTI activities that support literacy learning among struggling learners in K-6 classrooms. One section would include classroom activity descriptions with related URL references. This section would also be posted on a Technology and K-6 Literacy Web Site, with active links to follow-up resources.

Our objectives and focus have always emphasized the children on the wrong side of the achievement gap; and our work on technology and early literacy is a direct outgrowth of that emphasis. Through our novel "Technology and Literacy Ladder" program, begun in 2000-01, a group of 16 carefully selected Berkeley elementary classroom teachers in three different schools began to develop a varied set of classroom activities and curriculum units that utilize a variety of technology tools (digital cameras, scanners, AlphaSmart 3000's, computers, *et. al.*) to support the development of basic literacy (reading, writing, speaking, listening) skills among struggling elementary students. As part of our long-standing commitment to dissemination in this area, we want to make this information and these ideas available and accessible to other Berkeley elementary teachers, to teachers in other California schools with Technology Literacy Challenge funding, and to teachers in schools served by TICG grants in other parts of the country, as a way to raise the awareness of teachers about the practical uses of technology to support core learning among struggling learners in regular classroom situations.

Specific products from this activity will include (1) a set of specific, usable classroom technology activities that will illustrate very concretely how K-6 classroom teachers can incorporate technology into activities that promote literacy learning in general, and most specifically benefit struggling learners; (2) a practical description of the qualities that make these activities successful and the ways in which other teachers can emulate, adapt, and/or springboard from them in their own classroom situations; (3) an annotated compilation of a set of references and resources that can lead teachers easily to additional resources of value in broadening their arsenal of useful technology and literacy activities (these products will be made available to teachers in both the form of a handbook and as on-line resources); (4) reproducible, replicable prototypes of Technology and Literacy Kits, by grade.

### **D. Smarter Uses of AlphaSmarts. (*Professional Development & Dissemination*)**



We propose to develop, demonstrate and disseminate a series of activities that broaden and deepen the ways in which teachers use AlphaSmarts in support of the teaching and learning of a wider variety of subjects (*e.g.*, social studies, reading).

This proposed supplemental activity relates directly to our original objectives. Berkeley's TIGG project and lots of others across the country have made substantial investments in AlphaSmarts over the past several years. But the "conventional wisdom" about their use operates within a rather narrow range of activities, focusing primarily on individual student writing. To make the expenditure on these devices more cost-effective, there is a need to train teachers in more creative and diverse uses of AlphaSmarts.

Specific products will include (1) a "Making the Most of Your AlphaSmarts" handbook for classroom teachers, which will include a set of brief classroom activity descriptions; (2) transcription of these classroom activities on to the web, with an extended, annotated list of other URL resources; (3) a series of professional development workshops, recorded on videotape, demonstrating effective ways to help teachers learn to extend the uses of the AlphaSmarts they have, (4) demonstration of specific ways in which intensive uses of AlphaSmarts with students with special needs can increase their access to the regular classroom curriculum.

#### **E. Dissemination To a Broader Audience.** (*Dissemination*)

We want to expand and extend our dissemination activities to include (a) charter schools that emphasize technology; (b) people attending non-technology conferences focusing on issues like early literacy, the Black child, and educational administration; (c) TIGG "cluster" meeting attendees interested in attending literacy suites or seeing classroom technology in action; (d) California middle school principals working in high poverty areas; (e) school districts in Northern California interested in adapting our "literacy ladder" model and (f) other key decision makers (*e.g.*, school superintendents with a special interest in the intersection of technology and literacy).

This activity is a natural outgrowth of our many prior dissemination efforts. As a result of our work over the past three years especially, we are now in a unique position to disseminate specific, concrete classroom technology integration solutions to a wider audience, including educators whose primary concerns are things like the achievement gap, or helping disadvantaged populations to meet more demanding standards. We also wish to respond more directly to other TIGG projects that have attended our literacy suite at cluster meetings or heard our presentations at TIGG conferences, and expressed an interest in learning more details about our work on utilizing technology to bridge the achievement gap in literacy.

Among our desired outcomes are the establishment of useful, long-term associations with (a) a broad array of potential users of our professional development innovations; (b) those likely to be interested in our classroom strategies that use technology to help students on the wrong side of the achievement gap; and (c) key decision-makers who may currently have only a lukewarm interest in technology.

#### **F. Critical Friends Visits From Key Staff Of Other TIGG Projects.** (*Evaluation & Dissemination*)

We wish to produce a series of critical friends reports derived from a series of two-day observational visits from key staff of other TIGC projects involved with professional development and classroom technology integration activities similar to ours (K-8, emphasis on core skills, special interest in literacy learning, *etc.*).

These visits will contribute to the accomplishment of both our original evaluation and dissemination objectives. Our annual critical friends visits from Larry Cuban and other experts he has selected have proved an invaluable source of ongoing evaluative feedback. So we want to piggyback on this experience by creating a variation in which TIGC staff from other areas visit us, with the specific purpose of helping us to identify disseminable components of our projects, and then collaborating with us in writing "warts-and-all" descriptions of these components in a way that makes them accessible to, and adaptable by, other Technology Innovation Challenge grants, and by Technology Literacy Challenge projects, especially in California. In this way, key TIGC project staff can find and bring back useful ideas to their own projects, and at the same time help spread these ideas to other projects.

Each critical friend visit will produce a 3-5 page report describing the ideas the visitor found most intriguing, their strengths and weaknesses, and what it might take to adapt them to another project. Each report will include a one-page appendix describing telephone consultations available from the critical friend and TLTC staff, and other resources that might be helpful in adapting the ideas described.

#### **G. Technology-Integrating Teacher Survey.** (*Evaluation*)

Utilizing a variety of technology tools (Internet discussion, phone, e-mail, *etc.*), we wish to conduct a survey of a broad range of teachers who now regularly integrate technology in their classroom teaching and learning. The survey will focus on identifying more clearly the obstacles that teachers across a wider spectrum of "technology readiness" perceive as the most difficult to get around, and the supports these same teachers believe were most important in helping them become teachers who regularly integrate technology.

As an outgrowth of the accomplishment of some of our key professional development objectives, we believe we are now in a unique position to study the issue of key barriers and key supports to classroom technology integration across the widest range of teacher "readiness." Because TLTC from its inception sought to incorporate ALL the classroom teachers in a school district - "scouts," "pioneers," and "settlers" alike- we can now identify classroom teachers who started out in each category, but have now made the leap to regular technology integration. The differences in the perceptions that these very different groups have about what it takes to get around their most difficult barriers has the potential to teach us a great deal about what is needed to make this happen more broadly.

The survey will produce both a detailed report and a summary article suitable for publication in an educational technology journal. One other possibly valuable outcome will be a disseminable description of the way using on-line tools can facilitate the conduct of a survey of this type.



## **Berkeley Unified School District**

**TO:** Michele Lawrence, Superintendent  
**FROM:** Christine Lim  
Associate Superintendent, Instruction  
**DATE:** September 5, 2001  
**SUBJECT:** Early Childhood Education Literacy Plan

### **BACKGROUND INFORMATION:**

The Early Childhood Education Literacy Plan is an expansion of the Berkeley Unified School District's K-3 Literacy Plan. It was developed this year with the input of both Early Childhood Education Teachers and Kindergarten Teachers and articulated by Daniel Meier, Reading Specialist with the Early Childhood Education Program and Thousand Oaks School.

The Early Childhood Education Literacy Plan will facilitate strong literacy skills and abilities beginning in the preschool years. In addition, family activities will provide a vital component to the success of this program. This plan is a long range continuum, beginning in the preschool, and seamlessly continuing into kindergarten.

The goals of the BUSD Early Childhood Education Literacy Plan are to strengthen the language and literacy learning of children ages 3-5 in the BUSD Early Childhood Programs, to coordinate efforts linking preschool to kindergarten, and to include professional growth opportunities by:

- Linking the transition program between BUSD preschool and kindergarten teachers
- Increasing the literacy achievement of students
- Decreasing the need for later intervention in district kindergartens and first grade
- Coordination with Berkeley-Albany YMCA Head Start preschools, which send an additional 90 preschool children to the BUSD kindergartens

Additional Goals include:

- Professional development opportunities for Pre-K teachers
- Articulation with existing BUSD K-3 Early Literacy Plan
- Increased collaboration

### **POLICY/CODE:**

Board Policy 3000.1 Fiscal Policies

### **FISCAL IMPACT:**

Approximately \$16,100 for year one and \$20,000 for year two from restricted funds.

### **STAFF RECOMMENDATION:**

Accept the Early Childhood Education Plan.

## EXECUTIVE SUMMARY OF BUSD PRESCHOOL LITERACY PLAN 2001-2002

The Berkeley Unified School District Preschool Literacy Plan has been developed in response to research that states that children's preschool literacy experience has a direct bearing on their future success in school. This plan will provide articulation with existing BUSD K-3 Early Literacy Plan and increase collaboration between BUSD preschool and kindergarten teachers regarding language and literacy.

### **Primary Goal:**

The goal of the BUSD Early Childhood Literacy Plan is to increase literacy achievement of students, and decrease the need for later intervention in District kindergartens and first grades by:

- 1) strengthening the language and literacy learning of children ages 3-5 in the BUSD Early Childhood Education Programs,
- 2) coordinating efforts linking preschool to kindergarten, and
- 3) providing professional growth opportunities for staff, focused on early literacy strategies.

A major thrust is the development of an assessment instrument which will be given in preschool and continue with the child to kindergarten. In addition, the assessment instrument developed will be shared with the Berkeley-Albany YMCA Head Start preschools, which send approximately 90 preschool children to the BUSD kindergartens each year.

### **Timeline**

#### **2001-2002**

- Preschool teachers complete in-service training
- Preschool teachers and administrators implement and sustain regular observation and assessment measures
- Preschool and kindergarten teachers coordinate a forum and structure for exchange of information regarding student needs and age/grade-level curricular expectations
- Select early childhood education sites to apply for accreditation status from the National Association for the Education of Young Children (NAEYC)

#### **2002-2003**

- All preschool sites will implement the book bag program (it is currently implemented at some preschool sites). Each preschool site will maintain a bookbag/home lending library of multicultural/multilingual books and audiocassettes for children and families use at home

### **2001-2003**

- Meetings between preschool and kindergarten teachers will take place
- Family literacy nights will continue (Note: Workshops have been held over the past two years at centers and Head Start Programs for parents)
- Preschool kindergarten transition meetings will take place

### **Assessment and Reporting**

- Each preschool child will be observed two times per year with the literacy assessment instrument
- Comparative (over time) reports for each child and teacher will be available at each site
- All teachers and instructional assistants will complete semi-annual self-assessment
- The District Preschool Literacy Committee will complete a semi-annual report as part of its District Literacy Plan
- The District Preschool-Kindergarten Collaboration Committee will complete an annual report as part of the District Literacy Plan

### **Role of the coordinator**

#### **The coordinator will facilitate all components:**

- coordinate literacy training
- coordinate book bag program
- coordinate assessment measures
- coordinate transition activities between preschool and kindergarten
- coordinate family support activities that will include Family Information Nights at each site on the following topics:
  - Kindergarten Transition
  - Kindergarten Curriculum

### **Preschool Literacy Budget Recommendation for 2001-2002:**

- Staff training on effective language and literacy instruction - \$1,500
- Release time for joint in-service for district preschool and kindergarten teachers on language and literacy instruction and transition - \$600
- Part-time Literacy coordinator- \$14,000

### **Funding Sources**

Funding will come from Early Childhood Education (ECE) Department budget and additional funding will be sought from BSEP, State of California Child Development Program grants and the Even Start Early Literacy Grant (County).

The total for year one of the program is \$16,100. In year two, the coordinator position will be expanded, increasing the allocation to \$20,000 .



## **Berkeley Unified School District**

**TO:** Michele Lawrence, Superintendent  
**FROM:** Christine Lim, Associate Superintendent, Instruction  
**DATE:** September 5, 2001  
**SUBJECT:** Approval of Expenditure Plan for the Academic Performance Index (API) Governor's Performance Award for LeConte and Malcolm X Schools

### **BACKGROUND INFORMATION:**

All public schools in the state of California that met their Academic Performance Index (API) growth targets for the 1999-2000 school year have received two separate monetary awards from the State Department of Education. Education Code section 52057 requires that the School Site Councils and the Governing Boards of school districts have agreement on an expenditure plan for the Governor's Performance Award prior to any expenditures. The Governor's Performance Award (GPA) was funded at \$63 per pupil and is unrestricted. All School Site Councils have been made aware that this funding is one time only and funding personnel is not recommended. Site principals are aware if one time only funds are used for personnel new funding must be secured for the following years. If new funding is not secured it can result in the layoff of staff. The Board is advised of these possible implications as well.

#### LeConte School

The attached form indicates the expenditures approved by LeConte School Site Council for a total of \$ 22,225.00.

#### Malcolm X School

The attached form indicates the expenditures approved by the Malcolm X School Site Council for a total of \$ 25,898.00.

### **POLICY/CODE:**

California Education Code, Chapter 6.1 – Public Schools Accountability Act of 1999 (§ 52057)

### **FISCAL IMPACT:**

None.

### **STAFF RECOMMENDATION:**

Approve the Governor's Performance Award expenditure plans for Malcolm X and LeConte Schools.



**Berkeley Unified School District  
Governor's Performance Award  
Expenditure Plan  
2000-2001**

<b>SITE: <u>LeConte</u></b>		<b>AWARD AMOUNT: <u>\$22,225.00</u></b>	
<b>EXPENDITURE</b>	<b>RATIONALE</b>	<b>DISTRICT GOAL</b>	<b>AMOUNT</b>
<b>Purchase of a Sound System for the cafeteria</b>	To provide an adequate sound system for the cafeteria to use during school assemblies, performances and parent meetings.	Provide a positive environment for students and staff.	<b>\$5,000.00</b>
<b>Contracted services for recreation activities during recess and lunch - Sports for Kids</b>	To provide safe supervised recreational activities and structured physical fitness activities for students during lunch and recess.	Promote maximum achievement for all students/Provide a positive environment for students and staff.	<b>\$17,225.00</b>

**Note: Sites are strongly discouraged from using these funds for on-going staffing salaries, as the funds are one-time, not on-going.**

**Revised 4/19/01**

**Berkeley Unified School District  
Governors' Performance Award  
Expenditure Plan  
2000-2001**

<b>SITE: <u>Malcolm X</u></b>		<b>AWARD AMOUNT: <u>\$25,898</u></b>	
<b>EXPENDITURE</b>	<b>RATIONALE</b>	<b>DISTRICT GOAL</b>	<b>AMOUNT</b>
<b>Hourly Librarian</b>	To provide students with additional access to the library with a trained librarian. This is an hourly position for this year only.	Promote maximum achievement for all students.	<b>\$ 10,000.00</b>
<b>Curriculum Coordinator</b>	To provide staff and students with continued support in the area of integrating the arts across the curriculum. This position is multi-funded this year.	Promote maximum achievement for all students.	<b>\$ 15,898.00</b>

**Note: Sites are strongly discouraged from using these funds for on-going staffing salaries, as the funds are one-time, not on-going.**

**Revised 4/19/01**



## **Berkeley Unified School District**

**TO:** Michele Lawrence, Superintendent  
**FROM:** Christine Lim, Associate Superintendent, Instruction  
**DATE:** September 5, 2001  
**SUBJECT:** Approval of Contract Between Berkeley Unified School District and the East Bay Center for Performing Arts.

### **BACKGROUND INFORMATION:**

Performing arts programming in the after school learning programs is one of four main elements recently funded by the U.S. Department of Education 21<sup>st</sup> Century Community Learning Centers (21<sup>st</sup> CCLC) Program. The District's second 21<sup>st</sup> CCLC cluster grant includes Thousand Oaks, Cragmont, Longfellow and King schools. During the planning for this grant a Memorandum of Understanding was developed between the East Bay Center for Performing Arts and the District to deliver performing arts programming that is aligned with academic standards and sensitive to the cultural diversity of our communities.

This Year-One contract between the District and the East Bay Center for Performing Arts (EBCPA) for \$105,000 represents a slight change in the Memorandum of Understanding (MOU) established during the grant planning process, with Cragmont school choosing a different implementation strategy. Therefore, the EBCPA will work with Thousand Oaks, Longfellow and King to create and deliver after school arts programs for students. In doing so, EBCPA will work with staff at the three sites to develop an after school curriculum that addresses the needs of the students at each individual site. Over all, EBCPA will provide a minimum of thirty (30) weeks of after school performing arts instruction and will have site-specific scopes of work detailing each class session. Students will select classes from a range of disciplines and they will have the opportunity to perform or display their work. This contract will include a minimum of one (1) faculty demonstration at each school, giving students an opportunity to see a professional performance or production.

The three-year 21<sup>st</sup> Century Community Learning grant award is for \$1,647,072. Each school will receive approximately \$136,000 per year for three years for after school learning opportunities. The grant period begins June 1, 2001 and ends May 31, 2004.

### **POLICY/CODE:**

Education Code 39657, Board Policy DJED

### **FISCAL IMPACT:**

Five Hundred and Sixty-Nine Thousand Dollars per year, for three years, in restricted funds.

### **STAFF RECOMMENDATION:**

Approve the contract of \$105,000 between BUSD and the East Bay Center for Performing Arts.

## CONTRACT BETWEEN

### BERKELEY UNIFIED SCHOOL DISTRICT AND EAST BAY CENTER FOR PERFORMING ARTS

ISSUED BY: Berkeley Unified School District

CONTRACTOR: East Bay Center for the Performing Arts

TOTAL AMOUNT: \$105,000

EFFECTIVE DATE: September 1, 2001

TYPE OF CONTRACT: After School Arts Programming

CONTENTS: This contract consists of the following:

1. Cover Page
2. List of Articles
3. Specific Provisions
4. General Provisions (Incorporated by Reference)

#### LIST OF ARTICLES

ARTICLE I:	Statement of Work
ARTICLE II:	Reports
ARTICLE III:	Time of Performance
ARTICLE IV:	Technical Direction
ARTICLE V:	Proprietary Rights in Reports
ARTICLE VI:	Confidentiality of Data
ARTICLE VII:	Compensation and Method of Payment
ARTICLE VIII:	Cost Incurred Prior to Execution
ARTICLE IX:	Renegotiation
ARTICLE X:	Termination
ARTICLE XI:	Certificate of Nondiscrimination
ARTICLE XII:	Severability
ARTICLE XIII:	Prior Agreements
ARTICLE XIV:	General Provisions

**CONTRACT BETWEEN  
BERKELEY UNIFIED SCHOOL DISTRICT  
AND  
EAST BAY CENTER FOR THE PERFORMING ARTS**

The parties to this CONTRACT are Berkeley Unified School District (hereinafter called the DISTRICT) and EAST BAY CENTER FOR THE PERFORMING ARTS, a corporation organized under the laws of the State of California, with place of business at 339 11th Street, Richmond, California (hereinafter called the CONTRACTOR).

WITNESSETH THAT:

WHEREAS, the DISTRICT is conducting school-linked arts programs funded through U.S. Department of Education 21st Century Learning Centers Grants,

Whereas, CONTRACTOR was proposed and approved by the Manager of School-Linked Programs and site staff as a provider of arts education programs,

In order to accomplish elements of the work of the GRANTS, the DISTRICT hereby agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to perform the work hereinafter set forth.

**ARTICLE I: STATEMENT OF WORK**

The CONTRACTOR shall undertake activities directed to fulfillment of Article I, under the direction of the Manager of School-Linked Programs. Article I will be revised as necessary during the annual renewal of this agreement. The CONTRACTOR will work to achieve two general goals:

CONTRACTOR will work with the DISTRICT's Manager of School-Linked Programs to create and deliver after-school arts programs for students at Thousand Oaks Elementary, Longfellow Arts and Technology Magnet Middle School and Martin Luther King, Jr. Middle School and

CONTRACTOR will work with staff at the three sites to develop an after-school arts curriculum that addresses the needs of students at each individual site.

CONTRACTOR will carry out the following tasks:

1. Provide a minimum of thirty (30) weeks of after-school performing arts instruction at each of the three sites described above (Thousand Oaks, Longfellow and King);
2. Provide six (6) to eighteen (18) hours of performing arts instruction per week at each site, (see "Exhibits 1, 2 and 3: Site-Specific Scopes of Work" for program hours at each site);

3. Provide a culturally diverse mix of performing arts classes in a range of disciplines, including one or more of the following: music, dance, theater or video production (see "Exhibits 1, 2 and 3: Site-Specific Scopes of Work" for course offerings at each site);
4. Provide each student with an opportunity to perform (or display work) at a minimum of one (1) recital or similar event during the contract year. CONTRACTOR will prepare students and parents for performances, which may take place at school sites or as part of larger public recitals produced by the CONTRACTOR;
5. Provide a minimum of one (1) faculty demonstration at each school site, giving students an opportunity to see a professional performance or production;
6. Provide program documentation (syllabi, artist time-sheets, rosters, recital programs, videos of selected performances, etc.) as requested by the Manager of School-Linked Programs; and
7. Engage in ongoing discussion with the Manager of School-Linked Programs and school staff at each site to ensure programs are meeting student needs.

## **ARTICLE II: REPORTS**

A. The CONTRACTOR agrees to maintain accurate time and financial records and to submit any reports that may be required by the Manager of School-Linked Programs.

B. The CONTRACTOR shall furnish evaluation reports as agreed with the Manager of School-Linked Programs, adhering to the reporting schedules and deadlines for each grant included in the evaluation (Attachment A).

## **ARTICLE III: TIME OF PERFORMANCE**

This Agreement shall be effective as of September 1, 2001. The CONTRACTOR will work with the DISTRICT for the life of the grants identified in Attachment A, with the final work on these grants to be completed by June 30, 2002. Annual contract amount and services beyond 2002 will be determined by mutual agreement at a later date. The CONTRACTOR will receive additional funds to incorporate new grants added during the period of the contract.

## **ARTICLE IV: TECHNICAL DIRECTION**

A. Performance of the work under this Contract shall be subject to the technical direction of the Manager of School-Linked Programs. Such technical direction may include, but is not limited to:

1. Specifying details of the Statement of Work in accordance with Article I.

2. Monitoring technical progress and performing technical evaluation of performance.
3. Performing technical inspection and acceptance.
3. Interpreting the Statement of Work and assisting the CONTRACTOR in the resolution of technical problems encountered during performance.

B. The Manager of School-Linked Programs shall be responsible for inspecting and determining the acceptability of all products to be delivered under this Contract. The DISTRICT shall have the right to inspect all materials and workmanship at any time. All work under the CONTRACT is subject to final acceptance by the Manager of School-Linked Programs.

#### **ARTICLE V: PROPRIETARY RIGHTS IN DATA AND REPORTS**

All data collected as part of the tasks described in Article 1, all information contained in project documents, all evaluation tools developed, and all findings and reports are the property of the DISTRICT and cannot be duplicated, distributed or published without the consent of the DISTRICT.

#### **ARTICLE VI: CONFIDENTIALITY OF DATA**

CONTRACTOR will ensure that all data that can be linked to individual students and their families will be maintained in locked cabinets or in a secure computer network that cannot be accessed by the public. In all data collection activities involving students, CONTRACTOR will abide by informed consent procedures approved and implemented by the DISTRICT. Findings regarding students and their families will not be published except as under Article V above.

#### **ARTICLE VII: COMPENSATION AND METHOD OF PAYMENT**

- A. The estimated cost to the DISTRICT of performance of the CONTRACT is \$105,000 in Year 1 (September 1, 2001 - June 30, 2002).
- B. The DISTRICT agrees to pay the CONTRACTOR fifty percent (50%) of the total Year 1 contract amount PER SEMESTER by the 15th of the first month of the semester in which costs are to be incurred. During the last semester of the project year, the payment amount will be adjusted to reflect any previously-approved changes in the total contract amount. The CONTRACTOR shall submit invoices by the 5th of the first month of each SEMESTER to the DISTRICT'S Accounts Payables Office at 2134 Martin Luther King Way.
- C. Payments in subsequent project years will follow a similar payment schedule.



D. The CONTRACTOR will maintain accurate records of costs incurred in performance of the Contract and will make such records available to the DISTRICT upon request. Monthly cost statements will include both previous month's costs and total costs to date. The DISTRICT may request additional supporting material as necessary.

E. The CONTRACTOR shall be responsible for maintaining a cost accounting system which conforms to government audit procedures. The DISTRICT will have reasonable access to these accounting records.

#### **ARTICLE VIII: COSTS INCURRED PRIOR TO EXECUTION**

Costs incurred by the CONTRACTOR prior to execution of this CONTRACT and subsequent to August 1, 2001 shall be allowed to the extent they would have been allowable if the CONTRACT had been in effect when such costs were incurred.

#### **ARTICLE IX: RENEGOTIATION**

It is mutually understood and agreed that no alteration or variation in the terms of the CONTRACT shall be made unless in writing and signed by both parties hereto; and further, that no oral understanding or agreement not incorporated herein shall be binding on the parties hereto. If an altered scope of work increases the workload of the CONTRACTOR, the renegotiated CONTRACT shall include an equitable adjustment for additional costs incurred and associated fee.

The CONTRACT may be renegotiated or extended at any time by mutual consent of the Manager of School-Linked Programs and EAST BAY CENTER FOR THE PERFORMING ARTS Project Director and the SITE ADMINISTRATOR. The DISTRICT and CONTRACTOR anticipate extending the CONTRACT in future years, amending the scope of work by modifying Article I and the Contract amount.

#### **ARTICLE X: TERMINATION**

A. In the event that the GRANT shall be terminated for default or convenience of the government, this CONTRACT shall be similarly terminated.

B. In the event of failure of the CONTRACTOR to submit a deliverable within ten (10) working days of the date specified by the Manager of School-Linked Programs, the CONTRACTOR shall specify in writing the cause of the delay.

C. If the CONTRACTOR fails within a reasonable time to submit an approved deliverable as specified above, the CONTRACTOR may, after ten (10) days' written notice, with an opportunity to cure, be terminated.

D. Should the CONTRACTOR be terminated, the DISTRICT will reimburse for all costs accrued prior to the date of termination, except that in the case of a termination for convenience, the CONTRACTOR shall also be paid for costs associated with the termination.

#### **ARTICLE XI: CERTIFICATION OF NONDISCRIMINATION**

The CONTRACTOR certifies that the firm does not discriminate in employment on the basis of race, color, religion, national origin, sexual orientation or disability.

#### **ARTICLE XII: SEVERABILITY**

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

#### **ARTICLE XIII: PRIOR AGREEMENTS**

This CONTRACT represents the sole agreement between the DISTRICT and CONTRACTOR with respect to the scope of services described herein. Any such understandings or agreements, written or oral, between the DISTRICT and CONTRACTOR are superseded by this CONTRACT.

IN WITNESS THEREOF, the parties have caused this to be duly signed and executed by their authorized representatives on the day and year first above mentioned subject to confirmation by:

DISTRICT:

CONTRACTOR:

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

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

Superintendent: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**EXHIBIT 1**  
**SITE-SPECIFIC SCOPE OF WORK**  
**THOUSAND OAKS ELEMENTARY SCHOOL**

This site-specific scope of work represents initial plans for EAST BAY CENTER FOR THE PERFORMING ARTS programs at Thousand Oaks Elementary School as part of the Berkeley Unified School District's 21st Century Learning Centers program. This program plan is based on discussions between East Bay Center staff, the District's Manager of School-Linked Programs and staff at Thousand Oaks. It is subject to change, based on further discussions between these same parties.

Between September 1, 2001 and June 30, 2002, the EAST BAY CENTER will:

1. Provide a minimum of thirty (30) weeks of performing arts classes (2 sessions, minimum 15 weeks each session), to take place at Thousand Oaks Elementary School;
2. Provide a minimum of twelve (12) hours of instruction per week in the following format:
  - Children's Folk Theater (student-created theater based on multicultural folk tales) Two (2) simultaneous classes per day (music/dance and theater/stagecraft) with each class meeting for two (2) hours. Students will rotate between classes throughout the session, so that each student will receive music/dance and theater/stagecraft training. Classes will meet three (3) times per week, with one class dedicated to younger students and two classes to older students.
  - Produce a minimum of one (1) fully staged, student-created theater performance at the end of each session, for a total minimum of two (2) productions per year. Because younger and older students will be participating separately, and because multiple performances of each production may be offered, we will likely exceed the minimum of 2 performances during the contract year.
3. Provide a minimum of one (1) faculty demonstration during the contract year, featuring performance(s) by one or more professional artist(s) from the East Bay Center faculty and
4. Engage in ongoing discussion with Thousand Oaks staff in an effort to ensure that students' needs are met by this program.

**EXHIBIT 2**  
**SITE-SPECIFIC SCOPE OF WORK**  
**LONGFELLOW ARTS AND TECHNOLOGY MAGNET MIDDLE SCHOOL**

This site-specific scope of work represents initial plans for EAST BAY CENTER FOR THE PERFORMING ARTS programs at Longfellow Arts and Technology Magnet Middle School as part of the Berkeley Unified School District's 21st Century Learning Centers program. This program plan is based on discussions between East Bay Center staff, the District's Manager of School-Linked Programs and staff at Longfellow. It is subject to change, based on further discussions between these same parties.

Between September 1, 2001 and June 30, 2002, the EAST BAY CENTER will:

1. Provide a minimum of thirty (30) weeks of performing arts classes (2 sessions, minimum 15 weeks each), to take place at Longfellow Arts and Technology Magnet Middle School;
2. Provide an average minimum of twelve (12) hours of instruction per week in the following format:

Session I: Selected Repertoire Classes - Three (3) classes per week, each class meeting for two (2) hours, for a total minimum of six (6) hours per week in Session I. The three classes will include stagecraft in support of Longfellow's in-school theater program and two culturally distinct music and/or dance classes. Each two-hour class may be divided into two or more sections to maximize the number of students served by the program.

Session II: Children's Folk Theater (student-created theater based on multicultural folk tales) - Three (3) simultaneous classes per day (music, dance, theater and/or stagecraft) with each class meeting for two (2) hours. Students will rotate between classes throughout the session, so that each student will receive music/dance and theater/stagecraft training. Classes will meet three (3) times per week for a total minimum of eighteen (18) hours per week in Session II, and an average minimum across both sessions of twelve (12) hours per week.

3. Produce a minimum of one (1) recital at the end of Session I and one (1) student-created, fully staged production at the end of Session II for a total minimum of two (2) productions.
4. Provide a minimum of one (1) faculty demonstration, featuring performance(s) by one or more professional artist(s) from the East Bay Center faculty and
5. Engage in ongoing discussion with Longfellow staff in an effort to ensure that students' needs are met by this program.

**EXHIBIT 3**  
**SITE-SPECIFIC SCOPE OF WORK**  
**MARTIN LUTHER KING JR. MIDDLE SCHOOL**

This site-specific scope of work represents initial plans for EAST BAY CENTER FOR THE PERFORMING ARTS programs at Martin Luther King, Jr. Middle School as part of the Berkeley Unified School District's 21st Century Learning Centers program. This program plan is based on discussions between East Bay Center staff, the District's Manager of School-Linked Programs and staff at MLK. It is subject to change, based on further discussions between these same parties.

Between September 1, 2001 and June 30, 2002, the EAST BAY CENTER will:

1. Provide a minimum of thirty (30) weeks of performing arts instruction (2 sessions, minimum 15 weeks each session), with classes to take place at Martin Luther King, Jr. Middle School;
2. Provide a minimum of six (6) hours of instruction per week in the following planned format:

Selected Repertoire Classes - Three (3) classes per week, each class meeting for two (2) hours, for a total minimum of six (6) hours per week. The three classes will include a Video Production class and two culturally distinct music and/or dance classes. Each two-hour class may be divided into two or more sections to maximize the number of students served by the program.

(Please note: only six hours per week of instruction are planned at MLK because of the extra expense associated with Video Production.)

3. Produce a minimum of one (1) student recital, featuring student performances/screenings of student work. More recitals/screenings throughout the year are likely, but each student will have a minimum of one opportunity to perform/show their work.
4. Provide a minimum of one (1) faculty demonstration during the contract year, featuring performance(s) by one or more professional artist(s) from the East Bay Center faculty and
5. Engage in ongoing discussion with MLK staff in an effort to ensure that students' needs are met by this program.

## **Berkeley Unified School District**

**TO:** Michele Lawrence  
**FROM:** Christine Lim  
Associate Superintendent, Instruction  
**DATE:** September 5, 2001  
**SUBJECT:** Approval of Expenditure Plan for the Academic Performance Index (API) School Site Employee Bonus Award for LeConte and Malcolm X Schools

### **BACKGROUND INFORMATION:**

All public schools in the state of California that met their Academic Performance Index (API) growth targets for the 1999-2000 school year have received the two separate monetary awards from the State Department of Education. The School Site Employees Bonus Award was funded at \$1182.64 per FTE, with \$591.32 going to each salaried employee who worked at the site during the 1999-2000 school year and \$591.32 going to the site to spend. Education Code section 52057 requires that the School Site Councils and the Governing Boards of school districts have agreement on an expenditure plan for the site portion School Site Employee Bonus Award prior to any expenditures. All School Site Councils have been made aware that this funding is one time only and funding personnel is not recommended. Site principals are aware if one time only funds are used for personnel new funding must be secured for the following years. If new funding is not secured it can result in the layoff of staff. The Board is advised of these possible implications as well.

#### LeConte- School Site Employee Bonus Award

The attached form indicates the expenditures approved by the LeConte School Site Council for a total of \$21,441.24 .

#### Malcom X- School Site Employee Bonus Award

The attached form indicates the expenditures approved by Malcolm School Site Council for a total for a total of \$ 23,398.51.

### **POLICY/CODE:**

California Education Code, Chapter 6.1 – Public School Accountability Act of 1999 (§ 52057)

### **FINANCIAL IMPACT:**

None

### **STAFF RECOMMENDATION:**

Approve the School Site Employee Bonus Award expenditure plans for LeConte and Malcolm X Schools.

**Berkeley Unified School District  
School Site Employee Bonus (Site Portion)  
Expenditure Plan  
2000-2001**

SITE: <u>LeConte</u>		AWARD AMOUNT: <u>\$21,441.24</u>	
EXPENDITURE	RATIONALE	DISTRICT GOAL	AMOUNT
Parent Liaison	To provide support, coordination and initiation of parent involvement activities. Additionally, the Parent Liaison will be working to improve student attendance. This is a one year only. The teacher taking the .4 FTE position will be returning to a classroom teaching position full time next year.	Promote maximum achievement for all students.	\$ 21,441.24

**Note: Sites are strongly discouraged from using these funds for on-going staffing salaries, as the funds are one-time, not on-going.**

**Revised 4/19/01**

**Berkeley Unified School District  
School Site Employee Bonus Award (Site Portion)  
Expenditure Plan  
2000-2001**

**SITE:** Malcolm X

**AWARD AMOUNT:** \$23,398.51

<b>EXPENDITURE</b>	<b>RATIONALE</b>	<b>DISTRICT GOAL</b>	<b>AMOUNT</b>
<b>Academic Support Resource Teacher</b>	To provide students with additional academic support and coordination of all intervention and assessment programs. A part time (hourly) teacher (or teachers) will be recruited for this position.	Promote maximum achievement for all students.	<b>\$ 23,398.51</b>

**Note: Sites are strongly discouraged from using these funds for on-going staffing salaries, as the funds are one-time, not on-going.**

**Revised 4/19/01**





## **Berkeley Unified School District**

**TO:** Michele Lawrence, Superintendent  
**FROM:** Christine Lim  
Associate Superintendent, Instruction  
**DATE:** September 5, 2001  
**SUBJECT:** Adoption of the High School Expected Schoolwide Learning Results (ESLRs)

### **BACKGROUND INFORMATION:**

In preparation for the upcoming Western Association of Schools and Colleges (WASC) accreditation visit (October 2002), Berkeley High School Staff has developed the Expected Schoolwide Learning Results (ESLRs) with input from the students and school community. An ESLRs workshop was held in March of 2001 to begin the process with follow-up staff development and review of the ESLRs with staff, students and the school community. Additionally, all elementary and middle school principals have been directed to review the ESLRs with their staff in order to begin the articulation between the lower level student expectations with the ultimate expectations of our high school graduates. An ESLRs poster (sample attached) will be laminated and placed in every classroom in the District.

**It is expected that upon graduation from Berkeley High School, students will have been prepared to become:**

- **Masters of fundamental skills who:**
  - Integrate the basic skills of reading, writing and arithmetic into meaningful activities and projects
  - Demonstrate competence in the use of a computer, the internet, and other appropriate technological devices
- **Effective communicators who:**
  - Are able to receive and interpret information
  - Write coherent essays and reports relatively free of grammatical errors
  - Speak confidently, demonstrating command of language with clear enunciation
  - Can create and interpret artistic impression
- **Effective collaborators who:**
  - Work effectively with others in a variety of situations to set and achieve goals
  - Manage and evaluate their behavior as group members
  - Contribute and function in a variety of group roles
  - Demonstrate the ability to manage disagreements and conflicts caused by a diversity of opinions and beliefs
- **Self-directed, reflective learners who:**
  - Develop a roadmap (plan) for the high school years and beyond

- Establish and adhere to standards of behavior that aid in their development
- Overcome obstacles by effective application of skills
- Reflect on and evaluate their learning for the purpose of improvement
- **Active participants and contributors to our diverse community who:**
  - Invest time, energy and talents to improve the quality of life for themselves, their school, community and the world
  - Understand how action or inaction affect oneself, others and the community at large
  - Demonstrate knowledge of diverse cultures that fosters understanding of individual differences

**POLICY/CODE:**

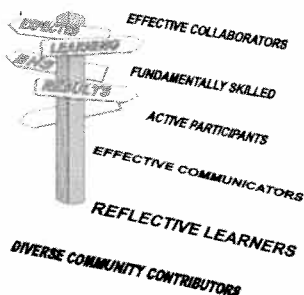
Education Code 64001 (c) – Program Quality Review

**FISCAL IMPACT:**

None.

**STAFF RECOMMENDATION:**

Adopt the Berkeley High School Expected Schoolwide Learning Results.



## ***Expected Learning Results for Berkeley High School Students***

*Berkeley High School will prepare graduates to become:*

### ***Masters of fundamental skills who:***

- Integrate the basic skills of reading, writing, and arithmetic into meaningful activities and projects
- Demonstrate competence in the use of a computer, the internet, and other appropriate technological devices

### ***Effective communicators who:***

- Are able to receive and interpret information
- Write coherent essays and reports relatively free of grammatical errors
- Speak confidently, demonstrating command of language with clear enunciation
- Can create and interpret artistic expression

### ***Effective collaborators who:***

- Work effectively with others in a variety of situations to set and achieve goals
- Manage and evaluate their behavior as group members
- Contribute and function in a variety of group roles
- Demonstrate the ability to manage disagreements and conflicts caused by a diversity of opinions and beliefs

### ***Self-directed, reflective learners who:***

- Develop a roadmap (plan) for the high school years and beyond
- Establish and adhere to standards of behavior that aid in their development
- Overcome obstacles by effective application of skills
- Reflect on and evaluate their learning for the purpose of improvement

### ***Active participants and contributors to our diverse community who:***

- Invest time, energy, and talents to improve the quality of life for themselves, their school, community and the world
- Understand how action or inaction affect oneself, others and the community at large
- Demonstrate knowledge of diverse cultures that fosters understanding of individual differences

## **BERKELEY UNIFIED SCHOOL DISTRICT**

TO: Board of Education  
FROM: Queen Graham  
DATE: September 5, 2001  
SUBJECT: Nominations for California School Boards Association (CSBA)  
Director-at-Large, American Indian and Director-at-Large, Black

### **BACKGROUND INFORMATION**

Nominations for CSBA Director-at-Large, American Indian and Director-at-Large, Black, will be accepted between August 1 and September 27, 2001. Any CSBA member board is eligible to nominate board members for either or both of these Director-at-Large seats.

All nominees must serve on a CSBA member board and each nominating board must certify that the nominee has consented to be nominated at the time of nomination. The election for this two-year seat will take place at the Delegate Assembly meeting to be held in San Diego, November 28-29, 2001.

The Director-at-Large, American Indian and Director-at-Large, Black, serve as members of the Board of Directors, which meets six times per year and are charged with a number of responsibilities. In addition, these Directors-at-Large communicate with board members and districts about education issues and CSBA activities. The Directors-at-Large, American Indian and Black, also seek input from representative board members in order to effectively communicate their perspectives.

The Director-at-Large, American Indian is a new position approved by the CSBA Delegate Assembly in May.

The Directors-at-Large, American Indian, Black, and County are elected in odd-numbered years. Directors-at-Large, Asian/Pacific Islander and Hispanic are elected in even-numbered years.

CSBA solicits nominations from School Board members to fill these vacant positions. Staff is prepared to advance the name of a candidate(s) should the Board choose to nominate.

### **POLICY**

Education Code Section 35172 – Promotional Activities

### **FISCAL IMPACT**

None

### **STAFF RECOMMENDATION**

Consider the nomination of a candidate to serve as Director-at-Large, American Indian and a candidate to serve as Director-at-Large, Black.





## Berkeley Unified School District

**TO:** Michele Lawrence  
**FROM:** Christine Lim  
Associate Superintendent, Instruction  
**DATE:** September 5, 2001  
**SUBJECT:** First Reading – Modifications to Board Policy 6146.1  
Graduation Requirements/Standards of Proficiency

### **BACKGROUND INFORMATION:**

To align the policy with current practice, modifications must be made to specific sections of *Board Policy 6146.1 - Graduation Requirements/Standards of Proficiency*.

The following modifications are being recommended:

- To match the current terminology, the language “semester periods” be changed to “semester credit”
- To align with University of California A-G requirements, the English requirement be changed from three and a half (3-1/2) years to four (4) years
- To align with Education Code, the science requirement be changed from one (1) year to two (2) years, one (1) year of biology and one (1) year of physical science
- To align with current practice, the social living requirement be changed from a nine (9) week course for two and a half (2-1/2) credits at tenth grade to a one (1) semester course
- To align with current practice, *Additional Course Requirement* options be changed from two (2) courses of the following listed: art, performing arts, business, home economics, industrial arts and career education, to two (2) years of foreign language or visual and performing arts

In the attached document all changes and deletions are lined through and all additions are in bold.

*Board Policy 6146.1 - Graduation Requirements/Standards of Proficiency* requires further revisions to include the California High School Exit Exam, Special Education and Alternative Diplomas. The process for making those revisions has begun and the revisions will be brought to the Board at a later date.

### **POLICY/CODE:**

Board Policy 9311.1 – Policy Adoption and Revision

### **FINANCIAL IMPACT:**

None

### **STAFF RECOMMENDATION:**

Accept for first reading.



## 6146 Graduation Requirements/Standards of Proficiency

### 6146.1 High School Graduation Requirements/Standard of Proficiency

- A. Graduation Requirements. To graduate from Berkeley High School a student must complete the twelfth (12) grade in that school and 220 semester-~~periods~~ **credits** of work, 140 of which must be completed in grades ten (10) through twelve (12).
- B. Semester ~~Periods~~-credits. Five (5) semester-~~periods~~ **credits** shall be earned in each subject completed each term except for driver ~~training~~ **education** (a six-week (6) course) in which two and a half (2-1/2) semester-~~periods~~ **credits** are earned. A semester-~~period~~ **credit** shall be defined as one (1) period of forty (40) to sixty (60) minutes per week for one semester of not less than seventeen (17) weeks. Therefore, a subject taken each day of the week for one (1) semester carries five (5) semester-~~periods~~ **credits**. ~~of credit.~~
- C. Subjects Required for Graduation. The subjects required for graduation shall be:
1. English. ~~Three and a half (3-1/2) years (35 semester periods)~~ **Four (4) years (40 semester credits)** in grades nine (9) through twelve (12), including one (1) semester of composition, with two and a half (2-1/2) years (25 semester ~~periods~~ **credits**) in grades ten (10) through (12). Students who read below the eighth (8th) grade level when they enter grade twelve (12) will be required to take an additional semester of reading.
  2. History. Three and a half (3-1/2) years (35 semester-~~periods~~ **credits**) in grades nine (9) through twelve (12), including one and a half (1-1/2) years (15 semester-~~periods~~ **credits**) U. S. History/Government. This three (3) semester sequence may be started in the second (2nd) semester of the tenth (10th) grade or the first (1st) semester of the eleventh (11th) grade.
  3. Science. ~~One (1) year (10-20 semester periods)~~ **Two (2) years (20 semester credits)** in grades nine (9) through twelve (12). **One (1) year of Biology (10 semester credits) and one year of Physical Science (10 semester credits).**
  4. Social Living. ~~Nine (9) weeks in tenth (10th) grade (2-1/2 semester periods).~~ **One (1) semester (5 semester credits).**

5. Mathematics. Two (2) years (20 semester ~~periods~~ **credits**) in grades nine (9) through twelve (12); ~~or by a general mathematics examination.~~
6. Physical Education. Two years (20 semester ~~periods~~ **credits**) ~~in grades nine (9) and ten (10).~~ One year (10 semester **credits**) **must be in grade nine (9).**
7. ~~Additional Required Courses.~~ Two (2) courses (10 20 semester ~~periods~~):
  - a. ~~At least one (1) course must be selected from any two (2) of the following areas in grades nine (9) through twelve (12):~~
    1. ~~Art~~
    2. ~~Performing Arts~~
    3. ~~Business~~
    4. ~~Home Economics~~
    5. ~~Industrial Arts~~
    6. ~~Career Education~~
7. Foreign Language or Visual and Performing Arts. Two (2) years (20 semester credits).
8. Transfer Students
  - a. Transfer students are expected to spend a year at Berkeley High prior to graduation.
  - b. Students who transfer into Berkeley high for the senior year are expected to meet graduation requirements of their former high school.

~~Note: See Board Minutes, April 18, 1978, pp. 14-16. Also see High School Graduation Standards Task Force Committee, Report To Board, September 28, 1977. Also see Martin Luther King Junior High School, West Campus, and Berkeley High School, Content Course Catalogs.~~

D. Ethnic Studies/High School Graduation Requirement

1. *Requirement.* Effective with the freshman class of the 1991/1992 academic school year, the Board established policy that a one- (1) semester course in Ethnic Studies shall constitute a high school graduation requirement for the District.
2. *Defined.* An ethnic studies course is defined as an academic a comparative analysis of the historical and contemporary experiences of the major racial groups in the United States, the BUSD and especially Berkeley High School. The purpose of the course will be to stress cross-cultural understanding and the breakdown of racial stereotypes. Staff and students will design the course.
3. *Course Design.* This course shall be designed to enable and encourage ninth (9th) grade students to understand and appreciate racial, ethnic, and cultural differences among members of the community. Staff designing the course may consider the use of class discussion, creative writing, and similar techniques directed toward exploring the personal attitudes of students in the course.

