

Berkeley Unified School District
Board of Education
Adopt-A-School Assignments
2009

Board Member	Schools 2009
President Nancy Riddle	John Muir Le Conte Cragmont King
Vice President Karen Hemphill	Longfellow Washington Malcolm X
Director John T. Selawsky	Berkeley Adult Willard Berkeley Arts Magnet
Director Beatriz Leyva-Cutler	Berkeley High B-Tech Academy Rosa Parks Elementary Early Childhood Development
Director Shirley Issel	Jefferson Emerson Thousand Oaks Oxford

Berkeley Unified School District		
Board of Education		
Appointees to Board Committees and Comissions		
2009		
Committee	Board Member	
Audit	Selawsky/Riddle	
3 community members		
Facilities Safety & Maintenance Oversight Committee - 11 members	Leyva-Cutler	Rick Carr
7 Board appointed representatives	Selawsky	Geoff Chandler
2 representatives appointed by Supt.	Hemphill	Dennis Nielsen
2 members appointed by BSEP	Issel	Catherine Lazio
	Riddle	Bill Flounders
	Student Director	
	Board	Millard Long
	Superintendent	Jim Rowland
	Superintendent	Rowland Peterson
	BSEP	
	BSEP	
Peace & Justice Commission	Leyva-Cutler	
	Selawsky	Patty Campbell
	Hemphill	
	Issel	Rabbi Jane Litman
	Riddle	Megan Winkelman
	Student Director	Michael Sherman
School Construction Oversight Committee - 11 members	Leyva-Cutler	
	Selawsky	James Hallam
	Issel	Matt Taecker
	Riddle	Bruce Wicinas
	Hemphill	
	Student Director	
	Board appointment	David Cobb
	Board appointment	
	Board appointment	
	Superintendent	Carl Bridgers
	Superintendent	Terry Doran
Youth Commission	Leyva-Cutler	
	Selawsky	
	Hemphill	Reheil Drar

		Issel	Megan Winkelman
		Riddle	Paul Lazarus
		Student Director	
		BUSD Board	Netza Romero
		BUSD Board	Julian Morris-Walker
		BUSD Board	

**Berkeley Unified School District
Board of Education
Representatives to Various Committees
2009**

Committee			
Alameda County School Boards Association		Riddle (alternate Hemphill)	
Audit Committee		Selawsky/Riddle	
Berkeley Alliance		Issel	
Berkeley Arts and Music Education		Selawsky/Issel	
Berkeley Integrated Resource Initiative (BIRI)		Issel/Leyva-Cutler	
Board/City 2 x 2 Committee		Riddle/Hemphill	
BSEP Planning & Oversight Committee		Riddle/Selawsky	
Citywide Youth		Issel/Leyva-Cutler	
District Advisory Council (DAC)		Hemphill (alternate: Leyva-Cutler)	
District English Learner Advisory Council (DELAC)		Hemphill (alternate: Leyva-Cutler)	
Facilities Safety & Maintenance Oversight Committee		Riddle/Selawsky	
Policy Committee		Issel/Selawsky	
PTA Council (rotation)		rotating	
School Construction Oversight Committee		Selawsky	
Surplus Facilities Committee		No liaison needed	
Budget Advisory Committee		Issel/Leyva-Cutler	
District Equity		Hemphill	
Negotiations		Selawsky	

2008-09 Interdistrict Permits

Grade	Approved				Denied/Not Enrolled		
	Continuing	New	Total		Continuing	New	Total
K	0	19	19		0	34	34
1	24	1	25		0	10	10
2	38	1	39		2	7	9
3	37	1	38		2	4	6
4	52	0	52		3	8	11
5	40	0	40		1	6	7
Elem. Total	191	22	213		8	69	77
6	31	3	34		4	11	15
7	49	0	49		1	14	15
8	45	1	46		4	2	6
Middle Total	125	4	129		9	27	36
9	45	4	49		4	26	30
10	53	1	54		2	9	11
11	63	1	64		2	10	12
12	64	1	65		6	3	9
High Total	225	7	232		14	48	62
Grand Total	541	33	574		31	144	175

Reason for Accepting New Students

Grade	BUSD Employee	Sibling	County Appeal	Homeless Education	Total
K	6	12	1		19
1	1				1
2	1				1
3	1				1
4					0
5					0
6	3				3
7					0
8	1				1
9	1	3			4
10				1	1
11	1				1
12	1				1
Total	16	15	1	1	33

IEP COMPLIANCE REPORT: as of December 19, 2008

SCHOOL SITE	TOTAL IEP'S	COMPLETED IEP'S	% COMPLETED	TOTAL TRIENNIALS	COMPLETED TRIENNIALS
ARTS MAGNET	29	29	100%	29	29
CRAGMONT	45	43	96%	45	45
EMERSON	34	30	88%	34	33
JEFFERSON	30	24	80%	30	30
JOHN MUIR	33	26	79%	33	32
LECONTE	31	25	81%	31	30
MALCOLM X	40	39	98%	40	39
OXFORD	36	34	94%	36	36
ROSA PARKS	30	27	90%	30	25
THOUSAND OAKS	33	31	94%	33	30
WASHINGTON	32	25	78%	32	29
KING	137	114	83%	137	128
LONGFELLOW	56	54	96%	56	56
WILLARD	64	56	86%	64	60
BERKELEY HIGH	321	294	92%	321	308
B-TECH	16	15	94%	16	16
pre-school (Hopkins, Franklin, speech-only)	53	53	100%	n/a	
non public	88	57	65%	88	84
non busd k-12	3	2	66%	3	2
home instruction/indp study/home hospital/pending	10	8	80%	10	10

% COMPLETED
100%
100%
97%
100%
97%
97%
98%
100%
83%
91%
91%
93%
100%
94%
96%
100%
96%
66%
100%

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent (CBO)
DATE: January 14, 2009
SUBJECT: Approval of Contracts/Purchase Orders for Services
Contracts

BACKGROUND INFORMATION

The District contracts with consultants or independent contractors who can provide valuable and necessary specialized services not normally required on a continuing basis.

The following contract services are requested. Expenditures are within budget.

- 1 American Eagle Enterprises to provide annual maintenance services for BHS, Willard MS and Longfellow MS bleachers. The cost will not exceed \$10,550. To be paid from Measure BB. Requested by Steve Collins.
- 2 Bay Area Coalition for Equitable Schools (BayCES) to provide coaching and development to build the leadership capacity and skill of identified Berkeley High School leaders to lead effective professional learning communities and to design and assist with the implementation and facilitation of effective collaborative planning processes focused on student achievement and equity for 2007-2008 School Year. The cost will not exceed \$48,000. To be paid from the Small School Learning Grant. Requested by Jim Slempe.
- 3 School Wise Press to develop and publish School Accountability Report Cards and certain other information including digital versions of the reports for the 2007-2008 School Year. The cost will not exceed \$14,960. To be paid from the General Fund. Requested by Mark Coplan.
- 4 Increase in contract, PO901506, to Museum of Children's Art (MOCHA) to provide additional hours of program and curriculum coordinator, curriculum development, visual arts instruction and artist's preparation for Washington Elementary Students. The Board approved \$13,777 on November 12, 2008. The additional amount requested is \$4,183 for a total amount of \$17,960. To be paid from the Arts Anchor and PTA Donated funds. Requested by Rita Kimball.

- 5 Increase in contract, PO 900522, to ECHO Landscape to provide additional asphalt repair at BHS and Maintenance. The original purchase order in the amount of \$9,402 was issued on August 14, 2008. The additional amount requested is \$1,212 for a total amount of \$10,614. To be paid from Measure BB. Requested by Steve Collins.

POLICY/CODE

Public Contract Code: 20111

Board Policy 3310

STAFF RECOMMENDATION

Approve the contracts with Consultants or Independent Contractors as submitted.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent
DATE: January 14, 2009
SUBJECT: Approve Listing of Warrants issued in December 2008

BACKGROUND INFORMATION

Each month the District writes several checks to vendors for services provided and goods received. The checks are written against both the Restricted and Unrestricted General Fund. The summaries of warrants for the month of December 2008 are attached for the Board's review.

POLICY/CODE

Educational Code Section 41010 et seq.

FISCAL IMPACT

\$3,598,252.87 for the month of December from various funds.

STAFF RECOMMENDATION

Approve the monthly bill warrant lists for the month of December 2008.

BERKELEY UNIFIED SCHOOL DISTRICT

District Bill Warrant -- Accounting Department

BILL WARRANT FOR DECEMBER 2008

FUNDS	AMOUNT
GENERAL FUND	\$1,806,216.46
MEASURE BB FUND	\$121,149.95
TRANS FUND	\$22,500.00
SCHOOL ENRICHMENT FUNDS	\$108,382.12
MEASURE B	\$12,231.79
ADULT FUND	\$55,016.04
CHILD DEVELOPMENT FUND	\$4,301.14
CAFETERIA FUND	\$131,875.81
DEFERRED MAINTENANCE FUND	\$16,897.60
PUPIL TRANSPORTATION EQUIPMENT	\$20,000.00
MEASURE A+AA (BOND FUND)	\$570,335.42
COUNTY SCHOOL FACILITIES FUND	\$39,074.00
SELF INSURANCE FUND	\$80,392.40
PAYROLL/BENEFITS CLEARING	\$609,880.14
TOTAL DISTRICT BILL WARRANT	<u><u>\$3,598,252.87</u></u>

BERKELEY UNIFIED SCHOOL DISTRICT
District Payroll - Accounting Department
Payroll Issued by Funds

December-08

DATE	Type of Payroll	Totals	General Fund	Measure BB Fund	BSEP Site Enrich.	BSEP Measure A	Measure B Fund	Adult Fund	Child Develop.	Café Develop.	BSEP	Meas.A+AA (Bond Fund)	Self Ins. Fund		
			210 01	212 02	215 05	04	08	220 11	240 12	230 13	16	270 21	260 67		
12/15/08	Mid	\$762,683.69	\$393,162.02	\$1,630.61	\$7,726.82	\$14,522.70	\$158.04	\$260,030.50	\$51,180.76	\$34,155.57	\$0.00	\$0.00	\$116.67	\$762,683.69	
12/19/08	Retro	\$2,306,534.00	\$1,716,586.19	\$115,856.83	\$1,298.57	\$136,885.91	\$3,544.17	\$137,054.12	\$116,280.76	\$63,289.19	\$372.09	\$10,217.88	\$5,148.29	\$2,306,534.00	
12/22/08	Mid-Fix	\$34,285.90	\$29,920.26	\$166.38	\$0.00	\$1,307.35	\$0.00	\$432.00	\$1,739.53	\$720.38	\$0.00	\$0.00	\$0.00	\$34,285.90	
12/30/08	EOM	\$1,727,786.37	\$1,154,905.62	\$166,492.35	\$0.00	\$140,642.31	\$0.00	\$72,417.05	\$88,674.25	\$81,634.62	\$0.00	\$15,799.69	\$7,220.48	\$1,727,786.37	
1/2/09	EOM	\$3,765,263.57	\$3,417,027.57	\$0.00	\$0.00	\$179,352.67	\$13,021.09	\$34,396.23	\$121,466.01	\$0.00	\$0.00	\$0.00	\$0.00	\$3,765,263.57	
Totals		\$8,596,553.53	\$6,711,601.66	\$284,146.17	\$9,025.39	\$472,710.94	\$16,723.30	\$504,329.90	\$379,341.31	\$179,799.76	\$372.09	\$26,017.57	\$12,485.44	\$8,596,553.53	\$8,596,553.53

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent
DATE: January 14, 2009
SUBJECT: Acceptance of Gifts/Donations

BACKGROUND INFORMATION

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

The following donations have been presented to the District:

1. Eric and Sarah Kansa donated \$250 to purchase discretionary supplies for Thousand Oaks School.
2. Ruth Tabaneax donated a saxophone valued at \$300 and an oboe valued at \$800 for a total of \$1100 to the BUSD Music Department.
3. Rose Goldberg donated a piano valued at \$6,000 to the BUSD Music Department.
4. Janine Kraus donated \$15 to the BUSD Music Department.
5. David and Vivian Auslander donated \$125 to the BUSD Music Department.
6. Suzanne Anderson donated \$10 to the BUSD Music Department.
7. Macy's West G.I.F.T. Campaign donated \$52 to the Principal's Discretionary fund for Thousand Oaks School.
8. Thousand Oaks PTA's annual administrative grant donated \$200 for purchase an office chair for Thousand Oaks School.
9. Wendy J. Heidebrecht donated \$115.39 through the Wells Fargo Foundation Educational Matching Gift Program to the General Fund.
10. Center for Ecoliteracy donated \$270 for 2 days of substitute pay for Beth Sonnenberg for King Middle School.

11. Lessly Wikle donated \$390 through the PG&E Corporation for the Conflict Resolution Program at Jefferson Elementary School.
12. Jefferson School PTA donated \$10,000 for yard supervisor for Jefferson School.
13. Steve Tomich donated a flute valued at \$500 and a trumpet valued at \$500 for a total of \$1,000 to the Music Department at King Middle School.
14. Margery Lackman donated a DVD player valued at \$60 to the Leadership Class at King Middle School.

BOARD POLICY

BP 3290

FISCAL IMPACT

The District received a total of \$19,587.39 in donations.

STAFF RECOMMENDATION

Accept the donations/gifts to the District and request staff to extend letter of appreciation.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent
DATE: January 14, 2009
SUBJECT: Authorization to Declare Surplus Property

BACKGROUND INFORMATION

The Curriculum and Instruction department has identified obsolete textbooks and instructional materials that are of no foreseeable value to the District. The textbooks have been replaced with new state adoption materials and these obsolete textbooks and/or materials now need to be declared surplus and disposed thereof.

California Education Code and BUSD Policy provide that surplus instructional materials may be sold to an organization that agrees to use the materials solely for educational purposes or they may be donated to a charitable organization for educational purposes.

An organization that will purchase these materials, solely for educational purposes, has not been identified. However, the Curriculum and Instruction Department has identified an organization "Books for Africa", a 501(c)(3) charity that ships donated books to schools and libraries in Africa; and, pending Board approval has made tentative arrangements with Follett Educational Services to pick up the materials. The textbooks will be delivered to the Books for Africa warehouse in St Paul, Minnesota, at no cost to our District.

With Board approval, staff will publish the required 60 day Notice of Intention and arrange pickup and disposal of surplus instructional materials.

POLICY/CODE

Ed Code 60510-60511
Board Policy 3270

FISCAL IMPACT

There is no cost to the District beyond the resources utilized to collect the materials, coordinate and document disposal.

STAFF RECOMMENDATION

Declare surplus and approve donation of unusable instructional materials.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: January 14, 2009
SUBJECT: MOU to Subcontract with Berkeley-Albany YMCA Head Start for CDE Child Days of Enrollment

BACKGROUND INFORMATION

The District contracts annually with the California Department of Education (CDE) to fund the Early Childhood Education Program. CDE sets the amount of the contract based on projected enrollment and reimburses BUSD at a rate of \$41.73 per day for a full time preschool child.

The district is currently not meeting our goal of preschool child enrollment days, as a result of moving into new facilities and opening some classrooms later in the year. BUSD Early Childhood Education staff is recommending that the District subcontract with Berkeley-Albany YMCA Head Start for up to 4800 child days of enrollment in order to meet our contract with CDE. The District has used this process in previous years to meet its contract. The district will reimburse Head Start at a rate of \$35.48 per day, retaining 15% of the CDE funds for indirect costs.

A copy of the MOU for subcontracting up to 4800 CDE child days of enrollment has been attached. Board approval of the MOU is required.

POLICY/CODE

California Development Division
Ed Code Title 5

FISCAL IMPACT

Up to \$170,304 from the CDE Contract to Berkeley-Albany YMCA Head Start

STAFF RECOMMENDATION

Approve the MOU for 2008-09 to subcontract with Berkeley-Albany YMCA Head Start for CDE Child Days of Enrollment.

Berkeley Unified School District MEMORANUM OF UNDERSTANDING

This Memorandum of Understanding is dated this 1st day of July, 2008, by and between Berkeley Unified School District hereinafter referred to as "BUSD" and Berkeley-Albany YMCA Head Start hereinafter referred to as "SUBCONTRACTOR" whose place of business is with Early Childhood Education/BUSD, for Professional Services.

This Memorandum of Understanding represents the services which "SUBCONTRACTOR" will provide to the "BUSD" Early Childhood Education Department during the 2008/2009 school year.

ARTICLE I: DESCRIPTION OF THE CONTRACTING AGENCY – "CONTRACTOR"

Berkeley Unified School District herein after referred to as BUSD, is a California Local Education Agency that holds a contract with the Child Development Division, California Department of Education (CDE) for state child development program services. BUSD wishes to subcontract the delivery of part of the services to Berkeley-Albany YMCA, Inc., a California nonprofit charitable public benefit corporation, herein after referred to as Subcontractor.

Whereas, BUSD has found Subcontractor to be able to meet the needs of BUSD for state child development funded services and that Subcontractor has prior experience operating programs funded by the Child Development Division, California Department of Education.

ARTICLE II: STATEMENT OF SERVICES TO BE PROVIDED

Subcontractor will provide the following services from the period of **July 1, 2008 through June 30, 2009**.

1. Subcontractor will serve a goal up to **4800** CDE child days of enrollment. Parent fees received from subsidized parents are to be expended and earned by the contractor before contract funds shall be claimed for reimbursement.
2. Subcontractor shall provide the services for a minimum of **240** days during the contract period on the days shown on the attached calendar provided by the Subcontractor, which is part of this contract.
3. All services shall be those required in the Funding Terms and Conditions which are herein incorporated into this contract. The requirements of the Desired Results for Children and Families issued by the CDE are herein incorporated into this contract for services to qualifying children.
4. Subcontractor shall have full responsibility for certification of eligibility of families for services under this contract, including eligibility under the Funding Terms and Conditions that is incorporated into the contract between BUSD and CDE and any errors, audit exceptions or other non-qualification that result in funds due back to the Department of Education under this contract shall be borne by Subcontractor. Subcontractor shall prioritize the admission of children for services under this contract as required by CDE, State Child Development Grant Approved Service Plan and any other legislation or regulation of the State of California and the Federal Government. Subcontractor shall participate in the Centralized Eligibility List as required by the California Department of Education.
5. Subcontractor shall furnish to BUSD by the tenth working day of each month, monthly attendance data, and any data required in the March 16, 1998 letter from the California Department of Education and any other data required for reporting to the CDE. Subcontractor shall prepare all forms required for submission to the CDE under this grant. BUSD shall pay

Berkeley Unified School District
MEMORANUM OF UNDERSTANDING

Subcontractor within two weeks of the 10th if the invoice and backup materials are satisfactory and submitted by the 10th of the month. Data submitted after the 10th of the month shall be processed the following month, except for the month of June when reimbursements will be made only for data submitted by the 10th of July. No payments will be made for data submitted 45 days late.

6. Subcontractor agrees to any and all reasonable and normal requirements as set forth by the BUSD Board of Education and CDE, with 60 days notice, including but not limited to monitoring and inspection during normal business hours of the premises, books, records and files related to the provision of services under this subcontract.
7. Subcontractor shall keep separate fund accounting for the State Child Development Program and comply with pertinent requirements of the School Accounting Manual for determination of proper allocation of income and expenses. Subcontractor shall provide detailed information as required by BUSD and the California Department of Education by the deadline for each report to the CDE and final information no later than July 10th for the period ending June 30th.
8. Subcontractor shall abide by all Funding Terms and Conditions, Policy memorandum, Management Bulletins and regulations of CDE. Rates for travel and per diem shall not exceed that set according to the California Code of Regulations, Title 5 Section 18034(j) that sets the rates as those paid to the majority of the CDE represented employees computed in accordance with the Department of Personnel Administration's regulations, Title 2 California Code of Regulations subchapter 1.
9. Subcontractor shall participate actively in the Categorical Program Monitoring (CPM) by CDE of BUSD and this subcontract. Subcontractor shall have materials prepared in advance and during the contract period to show full compliance with the requirements of the CPM.
10. Subcontractor shall participate actively in the annual self review as required by the California Department of Education and report findings to BUSD by May 15th of each year. Subcontractor agrees to provide information required by the annual self-review according to deadline dates established by BUSD or no later than May 15 of each year.
11. Subcontractor shall comply with all of the requirements of the contract between the Child Development Division, California State Department of Education and BUSD.
12. This contract must be audited as required by the CDE and the Federal Office of Management and Budget and a copy of the independent audit shall be delivered to the offices of BUSD on or before November 15, 2009 or whatever date as required by CDE. The audit must be at the sole cost of the subcontractor, but is an allowable cost under this subcontract.
13. Subcontractor is acting in an independent capacity and not as officers, employees or agents of the State of California or BUSD.
14. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by authorized agents for Subcontractor and BUSD. No oral understanding or agreement shall be binding on either party. Any alteration or variation of the terms of this contract are subject to review and approval of the California Department of Education.

Berkeley Unified School District
MEMORANUM OF UNDERSTANDING

15. This subcontract may not be contracted to others, excluding contracts for family day care, janitorial, bookkeeping, audit and training services without the express written permission of BUSD.
16. The Fair Employment Practice Statement of Compliance, Drug-Free Workplace Certification and Certification Regarding Lobbying for Grants and Cooperative Agreements and Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion is incorporated by reference into this agreement.
17. This contract may be terminated without cause by either party upon 60 days written notice. Any breach of contract upon the part of Subcontractor shall cause Subcontractor to be financially liable for actual documented costs as determined through arbitration not to exceed the contracted amount.
18. Subcontractor shall maintain records for program review, evaluation, audit and/or other purposes and make them available to the agents of the Federal or State government or BUSD for a minimum of five (5) years. Findings or audits must be submitted to BUSD's agent within 20 working days. Audit exceptions must be reported in writing within 24 hours.
19. Title to equipment as defined by the California Department of Education's School Accounting Manual as having a useful life of two years or more rests with Subcontractor only as long as this contract or its successor is in effect. Upon termination of the contract, title to all equipment purchased under this contract shall revert to BUSD. Any unit of equipment costing over \$5,000 must have prior written authorization for purchase from both BUSD and CDE. Any renovation of facilities using this funding must be with prior approval of BUSD who may be required to seek approval by CDE.
20. This contract is contingent upon appropriation and availability of funds from CDE and their approval of this contract.
21. The consideration paid to Subcontractor shall be considered full compensation for all the expenses incurred by Subcontractor in the performance of this contract. Subcontractor shall not be permitted to earn a profit related to this contract and shall be reimbursed for the lessor of expenses or attendance at a rate not to exceed the maximum contract amount of the contract between the Child Development Division, California Department of Education and BUSD, minus 15%.

ARTICLE III: TERM OF SERVICES

"SUBCONTRACTOR" shall commence work on July 1, 2008. Work to be completed by June 30, 2009.

ARTICLE IV: REQUIREMENTS OF THE "BUSD"

To support the delivery of quality educational services to students and the school, as part of this Agreement, the "BUSD" agrees to the following: All services shall be those required in the Funding Terms and Conditions which are herein incorporated into this contract. The requirements of the Desired Results for Children and Families issued by the CDE are herein incorporated into this contract for services to qualifying children.

Berkeley Unified School District
MEMORANUM OF UNDERSTANDING

ARTICLE V: TECHNICAL DIRECTION

Performance of the work under this Agreement shall be subject to the direction of BUSD
Principal/Manager: La Sonya McCain.

ARTICLE VI: FINGERPRINTING AND TB CLEARANCE

Education Code 45125.1 and 49406 indicate that employees of entities providing services on a school site must have a tuberculosis clearance and be fingerprinted by the California Department of Justice for a criminal records check and found not to have been convicted of a serious or violent felony. The "SUBCONTRACTOR" shall certify in writing to BUSD that none of its employees who will have contact with students have been convicted of a serious or violent felony; and shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony. The "SUBCONTRACTOR" must provide to the "BUSD" a list of names of its employees who will have any contact with students; a copy of this list of the "Contractor's" employees shall be attached to this MOU. This requirement applies to any substitute, newly hired or reassigned employee of the "SUBCONTRACTOR" during the term of this contract. If modifications are made to the list, the "SUBCONTRACTOR" must submit an updated list to the "BUSD" prior to the employee beginning work at the school site.

ARTICLE VII: INSURANCE

- (1) If "SUBCONTRACTOR" employs any person to perform work in connection with this Agreement, "SUBCONTRACTOR" shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- (2) "SUBCONTRACTOR" shall maintain General Liability Insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the "BUSD" and shall name the "BUSD" as an additional insured. Evidence of insurance is attached. Inclusion of the "BUSD" as an additional insured shall not affect the "BUSD" rights to any claim, demand, suit or judgment made, brought or recovered against the "SUBCONTRACTOR". The policy shall protect the "SUBCONTRACTOR" and the "BUSD" in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the insured would have been liable if one interest were named as an insured.
- (3) If "SUBCONTRACTOR" is offering the "BUSD" professional advice under this Agreement, "SUBCONTRACTOR" shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.
- (4) No coverage shall be deleted from the "SUBCONTRACTOR'S" standard policy without notification of individual exclusions being attached for review and acceptance. Policy language or endorsements adding Berkeley Unified School District as an addition insured shall not include exclusions or exceptions which defeat the purpose of protecting Berkeley Unified School District from any liability for bodily injury or property damage arising out of the "SUBCONTRACTOR'S" operations.

ARTICLE VIII: HOLD HARMLESS

Subcontractor agrees to indemnify and save harmless the State of California and BUSD, its officers, agents and employees from any and all claims and losses, attorney fees occurring or resulting to any and

Berkeley Unified School District
MEMORANUM OF UNDERSTANDING

all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract. BUSD agrees to indemnify and save harmless the Berkeley Albany YMCA, its officers, agents and employees from any and all claims and losses, attorney fees occurring or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract by BUSD.

ARTICLE IX: COMPENSATION FOR SERVICES

- (1) The "BUSD" agrees to pay "SUBCONTRACTOR" a total of \$200,000.00 for the services described above. BUSD is purchasing services from Subcontractor under their grant from CDE up to and no more than **\$170,304.00**. Subcontractor will be reimbursed at the rate BUSD is reimbursed from CDE including any adjustments or COLAs, minus 15% administrative and monitoring cost. The 2008/09 expected rate paid by CDE to BUSD is \$41.73 for a full time preschool child per day, resulting in a rate of \$35.48 per day paid to the subcontractor. All invoices for contracted services must be generated by the vendor on an appropriate letterhead or vendor forms. It must include dates/hours of service, rate of pay, description of service and a total cost.
- (2) The "BUSD" agrees to pay the "SUBCONTRACTOR" the contracted amount in monthly payments. Each payment will be based on an invoice submitted by the "SUBCONTRACTOR" on the last day of each month. The Invoice is to be generated by the "SUBCONTRACTOR" on appropriate letterhead or form and shall include: description of services rendered during the invoice period; date and hours of services, rate of pay for the specific services provided during the month and a total. Invoices are to be sent to the accountant at BUSD.
- (3) The "SUBCONTRACTOR" shall maintain accurate records of costs incurred in performance of this Agreement and shall make such records available to the "BUSD" upon request.

ARTICLE X: TERMINATION

This Agreement can be terminated without fault of either party with at least thirty (30) days' written notice. This contract may be renewed by both parties in writing on an annual basis no later than 60 days prior to the end of the contract period. The period of this contract shall be from July 1, 2008 through June 30, 2009.

ARTICLE XI: PRIOR AGREEMENTS

This Contract represents the sole agreement between the "BUSD" and the "SUBCONTRACTOR" with respect to the scope of services described herein. Any prior understanding or agreements, written or oral, between the "BUSD" and the "SUBCONTRACTOR" are superseded by this Agreement.

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: ALTERNATIVE DISPUTE RESOLUTION

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

**Berkeley Unified School District
MEMORANUM OF UNDERSTANDING**

mediator or a dispute resolution service. The "BUSD" and the "SUBCONTRACTOR" agree that neither party will bring any lawsuit regarding this Agreement.

SUBCONTRACTOR

Contractor / Agency Name: Berkeley-Albany YMCA Early Childhood Services

Address: 2009 10th Street, Berkeley, CA 94710

Contractor's Contact Person/Title: Pamm Shaw, Executive Director/Angelo Gallego, VP/CFO

Telephone: (510) 848-9092 e-mail: PSHAW@BAYMCA.ORG

Signature: _____ Date: _____

Signature: _____ Date: _____

BERKELEY UNIFIED SCHOOL DISTRICT

By Superintendent / Deputy: Javetta Cleveland

Signature: _____ Date: _____

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Lew Jones, Director of Facilities
DATE: January 14, 2009
SUBJECT: Approval of Yearly Facilities Plan Modifications and Approval of an Architect for the Berkeley High Portable Project

BACKGROUND INFORMATION

On December 10, 2008, the Board approved a three step process to revise its Facilities Plan. The Board directed staff to study ten potential changes to the current plan. Staff has studied those ideas and recommends the following changes:

1. Add five portables and one restroom unit to Berkeley High School;
2. Replace some flooring at Oxford.
3. Replace the switchgear at one school (BAM);
4. Continue to study recommendations for food service equipment changes at the King Dining Commons;
5. Improve the drainage at the King track;
6. Delete the assumption that BUSD will receive deferred maintenance funds;
7. Revise final budgets to release funds no longer needed for project completion;
8. Allocate inflation to projects not yet bid;
9. Modify the Risk Pool budget; and,
10. Plan for bond issuance in the spring; increase the expected cost of issuance.

Berkeley High School

After study of the population trends, it is clear that Berkeley High School needs at least three portables. Based on the health code, once we add three portables, an additional restroom unit is needed. The current electrical infrastructure can support up to five additional portables. While it is not clear that BHS needs all five portables, it does not make sense to piece-meal additional portables in the following year. It appears probable that the High School may be able to bring back the students at the Washington portables with the additional portables, but this will need to be verified through the master schedule. A small increase in furniture expenditures is also recommended so these portables can be furnished. The purchase and installation of portables is time sensitive, and if we are to have them installed for the opening of school, the architect will need to be approved at this Board Meeting.

Oxford

The flooring in the multi-purpose and two classrooms is very old. The floor in the multi-purpose is the original vinyl tile. Replacement of the tile with either linoleum or tile will remove a potential safety hazard, improve the appearance and make the use of the spaces more versatile.

Berkeley Arts Magnet

The main electrical power is very old and it failed once a year ago. We got the power back on again, but the switchgear is old and may fail again. We are recommending replacement of the main service.

Food Service Equipment

The Food Service Director believes that it is wise to increase the refrigeration and the dishwashing capacity at the new site. A design was developed, but it is more money than we are prepared to recommend at this time. We will continue to refine the scope and may make a recommendation mid-year.

Deferred Maintenance Funds

The State has gone back and forth on funding this category. If the State does fund it, we are in line to receive funds. The precarious state of the State budget suggests that we should not count on this money until it arrives.

Release of Project Funds

As we complete the construction or settle any claims and start to close projects out with DSA, we can better predict the final costs. We sometimes carry a few thousand dollars in the budgets of very old projects because we have not been able to finalize as-built plans from the architect or are working out the final cost of permit fees (which are based on a percentage of final construction value) until we get final paperwork from a testing laboratory or get DSA to accept that a failed contractor refuses to submit paperwork to that agency. There are quite a few projects where small remaining budgets have been released.

Inflation

We are recommending allocating the full inflation this year. Inflation may be slightly overstated in future years – the Engineering News Record (ENR) is predicting about 4% inflation next year, not the 8% that we have budgeted. If future inflation is low, the available balance will grow.

Risk Pool

The Risk Pool budget is set at 5% of the total cash projected to be spent in the future. It is available for legal expenses and for extraordinary unknowns. It is re-allocated every year when we adopt a new plan.

Bond Issuance

We delayed the last planned bond issuance last year because we did not need the cash for another year. If we do not issue more bonds, we may run out of cash at the end of 2010. However, it will be towards the end of 2009 that we may be signing contracts that will rely on this planned issuance. Bond issuance is often done in the spring or early summer to ensure that it is placed on the tax roles in November. The Board will need to vote specifically on the issuance of bonds at a future Board meeting.

The premium from the sale of bonds is recorded in the District's Bond Interest and Redemption Fund and used towards retirement of the principal and interest on the long term debt established when the bond was issued. The premium does not offset the bond issuance costs. The bond issuance costs are deducted from the proceeds from the sale of the bond and the net amount of the sale is available for facility projects. Therefore, the bond issuance costs were deducted from the available balance for facilities under other building expenses.

POLICY/CODE

Board Facilities Plan process consistent with previous years.

FISCAL IMPACT

There are minor administrative and printing costs. All costs to be within the Bond. The available balance is \$1,614,905. Some of these funds may be needed for King Dining Common's equipment modifications, some may be used to explore new facility initiatives and some may be needed if projects come in over budget.

STAFF RECOMMENDATION

Approve the reallocations listed. Approve HKIT Architects in an amount not to exceed \$65,000 to design, permit and provide construction administration services for the BHS portables.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Lew Jones, Director of Facilities
DATE: January 14, 2009
SUBJECT: Grant Proposal for Solar Panels at Rosa Parks

BACKGROUND INFORMATION

The staff and P.T.A. at Rosa Parks have jointly submitted an application to the PG&E Solar Schools Program. The grant would provide for the installation of solar panels as well as teacher training. The solar panels would be used to teach students about renewable energy in accordance with science standards.

A copy of the proposal is attached. The deadline for submission is March 1st, 2009, and the Rosa Parks community followed the guidelines. However, Board approval is needed to accept the grant if it is awarded.

POLICY/CODE

Ed Code 51770, 51771.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Approve the grant proposal for solar panels at Rosa Parks.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Lew Jones, Director of Facilities
DATE: January 14, 2009
SUBJECT: Grant Proposal for Solar Panels at Rosa Parks

BACKGROUND INFORMATION

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POLICY/CODE

Ed Code 51770, 51771.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Approve the grant proposal for solar panels at Rosa Parks.



Solar Photovoltaic (PV) Large System Installation: Guidelines and Application

The PG&E Solar School Program is celebrating its 100th solar school installation by granting one lucky participant a rooftop solar array valued at \$200,000!

One of the largest programs of its kind, the PG&E Solar Schools Program has awarded to 100 schools throughout northern and central California, a 1 kW educational pole-mounted solar array to illustrate the value of alternative energy. Now, PG&E is reinforcing that value lesson by donating one larger solar roof top energy system and energy efficiency funding to schools that can creatively demonstrate how the PG&E Solar Schools Program has affected their students and community.

This larger system will provide the same learning opportunities of the 1kW installation while also substantially reducing the school's energy bill on an ongoing basis. **Only existing PG&E Solar Schools that have been awarded a demonstration solar on a stick installation may apply.** The top three applicants each will receive a solar feasibility study and energy audit. Only one solar installation will be awarded. The runners up will receive the following prizes:

Second prize - \$10,000 grant for solar tube day lighting

Third prize - \$5,000 grant for energy efficiency upgrades

Applications must be received by January 10th to be considered. Award notifications will be made in March of 2009.

www.pge.com/solarschools

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Section I: PG&E Solar Schools Program Background

PG&E Solar Schools Summary

PG&E's Solar Schools Program teaches the value of alternative energy by turning school buildings into hands-on science experiments. This award-winning program makes science fun and teaches students how their everyday actions can impact the environment. The PG&E Solar Schools Program, now in its fifth year, focuses on public schools in underserved communities within the PG&E service area in Central and Northern California.

PG&E Solar Schools Project Team

The solar schools program is a collaboration among PG&E, The Foundation for Environmental Education and The National Energy Education Development program. The contest selection team will be comprised of representatives from each organization.

Design of PV Systems and Data Monitoring Systems for the PG&E Solar Schools Projects

The large PV system installed under *the PG&E Solar Schools Program* will be designed to fit the unique site conditions of the selected school. Before a school considers applying, it should confirm that the school can:

- 1- Commit to sending five or more teachers (multiple disciplines – science and math highly encouraged) to a solar schools training workshop
- 2- Conduct an outreach effort to educate both students and the community about the benefits of solar energy.
- 3- Have a roof that is in reasonably good condition, and free of obstructions (large trees, tall buildings, large HVAC equipment, etc.) in southern and western facing roof planes.
- 4- Have the support of their local school team as well as district staff, including its facilities department.
- 5- Confirm that it would also be interested in receiving an energy efficiency grant if it is not selected for the larger system.

Performance Monitoring

Installed PV systems will include a performance-monitoring system enabling students (and the community at large) to monitor the production of solar electricity on a “real-time” basis. This information will be accessible through an internet website. Schools must provide a local LAN connection to allow the monitoring system to communicate with the internet.

Value of Donated PV Systems

The large PV system is valued at up to \$200,000. The school selected will be asked to provide DSA inspection services; however, the Foundation for Environmental Education and its contractor will provide all engineering and turn-key installation services. In addition to the value of the up front donation, the system will provide an ongoing monetary benefit to the school of several thousand dollars a year. The donation includes the cost of construction, PV modules, inverter (converting DC power from the modules to AC power), and a data acquisition system that will monitor the performance of the PV system.

By accepting ownership of the system, the school will receive the full warranty provided by the system supplier/installer. This includes a twenty five year warranty on the modules and the installer will also offer a ten year service warranty.

There will be no ongoing funding available from the project partners once the system is installed and operational.

Section II: PG&E Solar Schools Program Application Guidelines

Eligibility and Selection Criteria

Any public school within the PG&E service territory that receives service from PG&E and that has been awarded a 1kW PG&E Solar Schools installation is eligible to apply. Eligible schools within underserved communities shall receive first priority in the selection process, which is a standard target of PG&E's Charitable Contributions program. Underserved communities include people with low incomes, people of color, seniors, the disabled, and the LGBT community.

One school will be awarded the \$200,000 large PV system installation. Two additional schools will be selected for energy efficiency prizes. Second prize is a \$10,000 grant for solar tube day lighting, and third prize is a \$5,000 grant for energy efficiency upgrades. The Foundation for Environmental Education will be responsible for facilitating the implementation of each of the prizes, including contractor selection.

How to Apply

Eligible schools must complete the enclosed application and submit it to the Foundation for Environmental Education (address and detailed instructions below). Please read this entire application packet carefully to ensure that you fully understand your school's obligations should it be chosen to participate.

The following criteria will be given the highest priority in the selection process:

1. Schools with a demonstrated commitment to teaching the values of energy and environmental sustainability.
2. Schools that have a roof that is reasonably good condition, and free of obstructions (large trees, tall buildings, large HVAC equipment, etc.) in southern and western facing roof planes.
3. Schools that have strong support and leadership within their local school team, as well as district staff, including its facilities department.

Successful Applications Will Most Effectively Highlight:

1. Classroom Education

We are looking for schools that have made a sustained commitment to teaching the renewable energy and environmental principles outlined in the NEED curriculum that has been provided by the PG&E Solar Schools Program. Each school should articulate what educational efforts have been integrated to date, and should be able to illustrate the expansion of this commitment on an ongoing basis. The strongest candidates will be able to demonstrate tangible results because of their involvement with the PG&E Solar Schools Program.

2. Community Outreach

Successful applicants should be able to illustrate how they have utilized their existing 1kW solar system to inspire and educate the student population and the community about the use of renewable energy.

Schools wishing to apply must:

- Complete the enclosed application.
- Submit a Written Narrative/Action Plan (1000 words or less).
- Describe the condition of the school facility, including any modernization that has occurred in the past ten years.
- Provide a one page description of current energy related educational activities at the school.

Creating an Action Plan

A goal of the PG&E Solar Schools program is to ensure that these solar installations contribute an important and on-going part of each school's educational activities. We would also like to know how any financial energy savings will be reinvested in education. Thus, applicants will be

judged heavily on their plans for education and outreach. As part of your Action Plan, please note how your school will promote the installation to involve students, create interactive activities, and involve the broader community concerning renewable energy issues. The Action Plan should also describe the outreach efforts your school will undertake to educate its students and the community as a whole about the benefits of solar energy.

Some possible outreach activities include:

- Developing a student committee to work with the city council or other governing body to pass a local resolution to recognize the school's work with solar or support additional solar installations within the community.
- Holding an annual energy fair to educate the community about solar and other renewable energy systems
- Publishing articles in local newspapers about solar energy

Preference will be given to those schools that present a coherent and imaginative set of hands-on activities and objectives that involve a broad cross-section of teachers, students and administrators who are committed to making the solar installation one of the school's cornerstone learning experiences.

When articulating your Action Plan, include the following:

- Identify a Solar Program Coordinator (designated point of contact) and the specific steps he or she will take to ensure that the entire school is made aware of the PV system. Provide a preliminary list of teachers in your school who will be part of this project and participate in curriculum training. Also, list what specific contributions each will make toward educating students and the community about solar energy. Please also describe your Solar Program Coordinator's efforts with the existing 1kW installation.
- Describe how the school will link with the local community and businesses through, for example, school-to-work programs, outside speakers, etc., to build awareness of the particular installation and solar energy in general.
- The school must be willing to hold a community *Solar Celebration* within three months of the installation, so that the general community can learn about how the system works. Explain your plans for this public-outreach event.
- Describe any energy or environmental efforts the school has undertaken since the installation of the 1kW system, particularly any energy efficiency or energy conservation actions.

Every school that applies for a large PV system will receive a thorough review of its application. Schools selected to participate will be notified by a representative of Pacific Gas and Electric Company. Schools that are not selected for a PV system will be informed and invited to participate in a PG&E-sponsored teacher training workshop. Schools that are not selected will be eligible to reapply during future any rounds of this program.

PG&E Solar Schools Program Application

Please return your completed application to:

ATTN: Glen Kizer
Foundation for Environmental

Education

Thoreau Center for Sustainability
1009 General Kennedy Avenue, #2
San Francisco, CA 94129

You may email (info@learnenergy.org) or fax (509-561-2528) a copy of your application, and send the original via mail to the address above.

1. School Information

Name _____
Address _____

Phone _____
Fax _____
District Name _____
County _____

2. Principal of the School

Name _____
Phone _____
Fax _____
Email _____

3. Designated Project Contact Person

Name _____
Phone _____
Fax _____
Email _____

4. Designate 5 educators to attend the NEED teacher training workshop

Name _____
Subject(s) taught _____
Phone _____
Fax _____
Email _____

Name _____
Subject(s) taught _____
Phone _____
Fax _____
Email _____

Name _____
Subject(s) taught _____

Phone _____
Fax _____
Email _____

Name _____
Subject(s) taught _____
Phone _____
Fax _____
Email _____

Name _____
Subject(s) taught _____
Phone _____
Fax _____
Email _____

5. Additional Information

Grades taught at this school _____
Number of students attending this school _____
Number of students in this school district _____
What is your school's PG&E account number? _____

6. Suggested location for the PV array. Take into consideration the condition of the roof, exposure (southern and western roof planes are most ideal), and the absence of shading during most of the day. We will need at least 2,000 square feet of roof space for the large installation. Please attach a picture of your roof (if possible). If known, please include a photo of the PG&E meter that is closest to the desired installation point.

7. Action Plan

Describe in 1000 words or less your Action Plan for successful integration of the PV system into the physical and educational components of your school/district. (Refer to "Action Plan" in the Guidelines for more complete details.)

8. Letter of Commitment

Attach a letter of commitment signed by the appropriate school officials (either the Superintendent or another agent with signatory responsibility for the district). This letter is intended as a demonstration of the school's commitment to the project.

9. Schools selected to participate in PG&E's Solar Schools Program must agree to fulfill the following obligations:

1. Accept full ownership of the pre-selected (although site-specific engineered) hardware components that comprise the PV system.
2. Maintain full legal and financial responsibility for the system once installed.
3. Implement the solar energy curriculum provided by NEED in its classrooms.

4. Commit to an education/outreach effort that will promote solar energy within the school and community.
5. Designate an individual/team that will 'champion' the project.
6. Gain approval for project participation by the school's decision-maker(s).
7. Host a *Solar Celebration* that launches the installation and outreach effort for the general community, describes how the system works and how it will be used in the education process.

Final Application Checklist

Enclosed Attachments:

- Completed application form
- Action Plan
- Picture and/or good description of area suggested for installation of the PV array
- Letter of commitment

- Read and approved** your school's obligations should you be selected to participate in this project.

Principal of School

Signed

Principal

Date

Designated Champion for Project (if different)

Signed

Designated Champion Title

Date

