

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

BOARD OF EDUCATION – MEETING AGENDA*

Wednesday, February 25, 2009

Call to Order The Presiding Officer will call the Meeting to Order at
6:00 pm, recess to Closed Session until and begin the
regular meeting agenda at **7:30 pm**

Roll Call

Members Present:

Nancy M. Riddle, President
Karen Hemphill, Vice President
Shirley Issel, Director
John T. Selawsky, Director/Clerk
Beatriz Leyva-Cutler, Director
Eve Shames ** - Student Director

Administration:

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

Prior to Closed Session, as necessary, staff/employee comments are taken per Government Code Section 54957. Recess to Closed Session (Government Code Sections 3549, 1(d), 54956.9(a) and 54957) and Education Code Section 49819(c)

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

Claim Nos. 09-10 and 09-11

Claim Nos. 2006044216, 2004028364, 2004028785, 2006048886

g) Property Acquisition & Disposal

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

** The Student Director does not attend Closed Session

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

REGULAR MEETING AGENDA

CALL TO ORDER

Report Closed Session actions

Approve Regular Meeting Agenda of February 25, 2009

TEACHING AND LEARNING

Robert Ithurburn, Principal, Willard Middle School and Michael Williams, Humanities teacher on Culture Fair: Social Studies Project

PUBLIC TESTIMONY

Persons wishing to address the Board should fill out a card located on the table by the door and submit the completed card to the Board Recorder. Speakers will be selected by lottery. The Public Testimony is limited to 30 minutes – 3 minutes per speaker. Speakers with the same concerns are encouraged to select a spokesperson to address the Board.

Union Representatives' Reports
Board Members' Reports
Superintendent's Report

APPROVE CONSENT CALENDAR

CONSENT ITEMS

These items are considered routine and may be enacted by a single motion. Any items needing discussion may be moved to the appropriate section of the agenda upon the request of any member of the Board.

Personnel

2.1-C Approval of Personnel Report	<u>Staff Recommendation:</u> Accept Personnel Report No. 09-04 which tracks personnel changes throughout the District	7
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Educational Services

3.1-C Approval of Overnight Field Trip	<u>Staff Recommendation:</u> Approve overnight field trip consistent with District policies and instructional programs	9
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Business Services

4.1-C Approval of Contracts and Purchase Orders	<u>Staff Recommendation:</u> Authorize the Purchasing Manger and/or Deputy Superintendent to execute contracts and purchase orders	10
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4.2-C Emergency Medical Technician Program – San Francisco Paramedic Association Memorandum of Understanding	<u>Staff Recommendation:</u> Approve the Berkeley Adult School/San Francisco Paramedic Association Memorandum of Understanding	12
4.3-C Acceptance of Gifts and Donations	<u>Staff Recommendation:</u> Accept the donations and gifts to the Districts and request staff to extend letter of appreciation	18
4.4-C Approval of Behavioral Intervention Plans Mandated Cost Claim Settlement and Agreement to Waive Future Claims	<u>Staff Recommendation:</u> Approve the Resolution to authorize the Superintendent to sign the required waiver	19
4.5-C Ratification to Reimburse Parents for Special Education services provided to student	<u>Staff Recommendation:</u> Approve the various parent settlements and/or reimbursements	27
4.6-C Authorization to Increase Contract with Dr. Deborah Karres, Ph.D.	<u>Staff Recommendation:</u> Approve the contract with Dr. Deborah Karres, with the Special Education Department	28
<u>Facilities</u>		
5.1-C Approval to Award Piggyback Contract	<u>Staff Recommendation:</u> Award piggyback contract to Mobile Modular for Portables for the purchase of additional portables at BHS	29
5.2-C Approval to Advertise to Solicit Bids	<u>Staff Recommendation:</u> Approve the advertisement to solicit bids for the fire alarm upgrade at the BHS C Building	30
5.3-C Approval of Recommendations Contained Within Citizens Construction Advisory Committee Annual Report	<u>Staff Recommendation:</u> Approve recommended items contained within CCAC Annual Report	32

ACTION ITEM

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

General Services

1.1-A Approval of CSBA Delegate Assembly Nominees	<u>Staff Recommendation:</u> Approve nominees to CSBA Delegate Assembly Election	34
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INFORMATION ITEMS

These items are intended to keep the Board informed on various District business matters, which do not require action, by the Board.

Personnel Services

2.1-I Decrease the Number of Certificated Employees Due to a Reduction in Particular Kinds of Services	<u>Staff Recommendation:</u> Receive report as information	44
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2.2-I Criteria for Determining the Order of Seniority	<u>Staff Recommendation:</u> Receive report as information	49
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Educational Services

3.1-I District Math and E.L.A. Assessment	<u>Staff Recommendation:</u> Receive District Math and E.L.A. Assessment as information	52
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Facilities

5.1-I Facilities Plan Update	<u>Staff Recommendation:</u> Receive and accept Facilities Plan update information	71
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5.2-I Maintenance and Measure BB Update	<u>Staff Recommendation:</u> Receive and accept Maintenance and Measure BB Update	75
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ADDITIONAL ACTION ITEMS

- Approve Minutes of 1-28-09
- Approve Minutes of 2-11-09

**EXTENDED PUBLIC TESTIMONY
ADJOURNMENT**

Board of Education Meeting Dates for 2009

March 4 - special	April 29	June 17	September 23
March 11	May 13	June 24	October 14
March 25	May 27	August 12	October 28
April 15	June 10	September 9	November 18
			December 9 - org

**Board of Education Meetings are broadcast live on KPFB/FM 89.3
Berkeley Government Access Channel 33**

Guidelines for Speakers

You are invited to participate in Meetings of the Board of Education and make your views known at these meetings.

WHEN YOU WANT TO TALK ABOUT AN AGENDA ITEM OR A NON-AGENDA ITEM:

Please fill in a **REQUEST TO ADDRESS THE BOARD OF EDUCATION CARD** and give it to the Board Secretary. Speakers will be selected by lottery. Your card must be submitted before the Presiding Officer calls for **PUBLIC TESTIMONY**. You will be called to speak by the Presiding Officer. A Speaker has three minutes in which to make his/her remarks.

Any subject related to the District or its educational programs is welcome at the Board of Education Meetings. **However, we respectfully ask that matters pertaining to individual employees of the Berkeley Unified School District be discussed in private. There is an established procedure for making such complaints.** You may obtain information about this procedure from a school or from the Superintendent's Office.

MISSION AND GOALS OF THE BERKELEY UNIFIED SCHOOL DISTRICT

MISSION STATEMENT

The mission of the Berkeley Unified School District, a diverse community deeply committed to public education, is to ensure that all students discover and develop their special talents, achieve their educational and career goals, become life long learners, and succeed in a rapidly changing society by:

- empowering students, parents and staff,
- providing a strong standards based curriculum, and
- offering alternative learning experiences in a racially integrated, multilingual environment.

VISION

Berkeley Unified School District creates a system that enables every student, including those with diverse needs, to meet or exceed rigorous standards for academic performance. All students will develop the attitudes, skills and habits of mind needed to succeed in and beyond the classroom. The members of this school community share a vision of educational excellence, an appreciation for the partnerships with local government agencies, community based organizations, businesses, institutions of higher education and will work collaboratively to realize this vision.

PERFORMANCE GOALS

- 1. Increase the academic achievement of all students through effective instruction and a challenging and engaging curriculum**
- 2. Implement interventions that address barriers to student learning in order to meet the needs of the whole child**
- 3. Establish and maintain the culture and governance necessary to support an environment conducive to learning**

STRATEGIES TO CLOSE THE ACHIEVEMENT GAP

- A. Continue to build and implement a pre-K-12 comprehensive and aligned system of core curriculum, instruction, assessment and intervention**
- B. Strengthen the ability of BUSD staff to educate a diverse student body**
- C. Partner meaningfully with parents pre-K to 12**
- D. Prepare pre-school children for success in elementary school**
- E. Attract, support and retain teachers and administrators of color**

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Lisa Udell, Ed.D. Assistant Superintendent, Human Resources
DATE: February 25, 2009
SUBJECT: APPROVAL OF HUMAN RESOURCES REPORT 09-04
 Following is Human Resources Report 09-04 which reports details of personnel assignments, employment, and terminations.

CERTIFICATED EMPLOYEES						
NAME	POSITION	LOCATION	BUDGET	FTE & SALARY	FROM	TO
<u>RETIREMENT</u>						
Sabina Lanier	Teacher	Arts Magnet	General Fund	1.00 FTE	6/12/09	
Raymond Wiley	Teacher	Whittier EDC	Child Dev	1.00 FTE	12/31/09	
<u>TEMPORARY TEACHER</u>						
Nancy Funk	Teacher	Willard	General Fund	.40/IV-01	12/15/08	6/12/09
Jana Jandra	Teacher	B-Tech	General Fund	1.00/I-01	3/3/09	6/12/09
<u>ADULT SCHOOL TEACHER</u>						
Michelle Gerster	Teacher	Adult School	Adult	\$33.65 Hourly	2/9/09	6/30/09
Dolores Grinstead	Teacher	Adult School	Adult	\$33.65 Hourly	2/9/09	6/30/09
<u>MATERNITY LEAVE WITH PAY</u>						
Leslie Tebbe-Pfister	Teacher	BHS	General Fund	1.00 FTE	5/11/09	6/12/09
Leslie Tebbe-Pfister	Teacher	BHS	General Fund	1.00 FTE	8/31/09	10/30/09
<u>EXTRA DUTY STIPENDS</u>						
Barbara Hopkins (BPAR Consulting Teacher)	Teacher	All District	General Fund	NTE \$6,828.00	8/27/08	6/12/09
Marlene Israel (SST Coordinator)	Teacher	All District	General Fund	NTE \$1,4.00.00	1/1/09	6/12/09

CLASSIFIED EMPLOYEES

NAME	POSITION	LOCATION	BUDGET	CLASS RANGE STEP	FTE & SALARY	FROM	TO
<u>RESIGNATION</u>							
Cynthia Rivera	Instructional Tech. (After School)	Cragmont				2/22/09	
Linnette Robinson	Instructional Tech. (After School)	Arts Magnet				2/8/09	
<u>PERMANENT (TRANSFER)</u>							
Tiffany Williams	Clerical Assistant III	Independent Study	General Fund	36/4	+ .20 FTE \$18.57 hr	2/17/09	10/18/09
<u>PROBATIONARY</u>							
Tanisha Campbell	Site Coordinator	B-Tech	Cont. Ed.	53/1	.90 FTE \$24.39 hr	2/1/09	9/11/09
Cynthia Rivera	Instructional Assistant (Special Education)	Emerson	Special Ed.	31/4	.80 FTE \$16.40 hr	2/23/09	11/2/09
Linnette Robinson	Instructional Assistant (Special Education)	Longfellow	Special Ed.	31/4	.80 FTE \$16.40 hr	2/9/09	11/2/09
<u>AVAILABLE SUBSTITUTES</u>							
Ojobie Denton	Custodian I	All District	General Fund	32/1	NTE 7.5 hrs/day \$13.83 hr	2/2/09	6/12/09
David Thornton	Grounds Gardener	All District	General Fund	36/1	NTE 7.5 hrs/day \$15.66 hr	2/11/09	6/12/09
<u>TEMPORARY/HOURLY/LIMITED TERM</u>							
Armando Davila	Noon Director	Rosa Parks	General Fund	N/A	10 hrs/wk \$12.54 hr	10/20/08	6/12/09
Travis Dennis	School Safety Officer	King	21 st Century	44/1	3 hrs/day \$19.08 hr	8/27/08	6/12/09
James Holmes	Student Worker (Workability)	Berkeley High	Special Ed.	N/A	15 hrs/wk \$8.00 hr	9/2/08	5/29/09
<u>STIPENDS</u>							
Brenda Bertram	Assistant Coach (Girls Volleyball)	Berkeley High	General Fund	N/A	\$536.00	8/18/08	11/1/08
Britta Fjelstrom	Coach (Girls Basketball)	Willard	21 st Century	N/A	\$600.00	1/5/09	6/12/09
Jammy Yang	Coach (6 th Girls Volleyball)	King	After School	N/A	\$600.00	11/3/09	1/14/09
<u>WORKING EVENING SHIFT, DIFFERENTIAL, ATTENDANT DUTIES, OR AS CONFIDENTIAL EMPLOYEE</u>							
Linnette Robinson	Instructional Assistant (Special Education)	Longfellow	Special Ed.	31/4	10% differential @ \$1.64 hr	2/9/09	11/2/09

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: February 25, 2009
SUBJECT: Overnight Field Trip Request

BACKGROUND INFORMATION

The following overnight field trip request is being made:

Point Reyes Hostel, Marin County, CA, March 1 - 2, 2009.

Approve participation of six (6) B.H.S. students from grades nine through twelve, one (1) teacher, and three (3) other adults on a two-day, one-night field trip to Pt. Reyes, CA. The group will depart Berkeley High School on Sunday, March 1, at 11:00 a.m., and return Monday, March 2, at 12:00 p.m. C.A.S. students will participate in an overnight poetry and writing exchange with the Santa Fe Indian School (SFIS) Slam Poetry Team. During the retreat, BHS and SFIS students will meet, share stories and write poetry. Students will sleep in gender specific rooms at the Pt. Reyes Hostel. Transportation will be provided by the teacher. Per BUSD policy, the teacher has submitted a "Notification to Adults Driving Private Vehicles" request so that she can transport students under her private insurance policy. The SFIS team will cover the cost of the hostel. The cost of food for the group will be covered by a BHS Development Grant, CAS funds and a donation. No student will be denied access based on inability to pay. Requested by Uri Skowronski, B.H.S. Vice Principal.

POLICY/CODE

Education Code, Section 35330
Board Policy 6153

FISCAL IMPACT

As indicated above.

STAFF RECOMMENDATION

Approve the overnight field trip consistent with the District Policies and instructional programs.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent (CBO)
DATE: February 25, 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 Ratification to increase contract amount, PO 900959, for Getachew Denmeku-Ousman to provide continuing services to cover vacant senior budget analyst position for Special Education. On 9/24/08, the Board approved \$31,600 for the period through 12/31/08. The additional \$18,000 requested is for the period through 3/31/09, for a total amount of \$49,600. To be paid from General Fund. Requested by Pauline Follansbee.
- 2 Skyline Engineering to provide design services for Jefferson and Willard School roof project. The cost will not exceed \$48,400. To be paid from Deferred Maintenance Fund. Requested by Lew Jones.
- 3 PreDek, Inc. to provide resurfacing of the large play mat area at LeConte Elementary. The cost will not exceed \$25,515. To be paid from Measure BB. Requested by Steve Collins.
- 4 Increase in contract amount, PO 901715, to TEC of California to provide bus repair services. The original purchase order in the amount of \$5,000 was issued on 1/6/2009. The additional amount requested is \$25,000 for a total amount of \$30,000. To be paid from General Fund. Requested by Bernadette Cormier.
- 5 Increase in contract amount, PO 901100, to Pamela Harrison-Small to provide professional development and program development training to Berkeley Learns Program staff. The original purchase order in the amount of \$9,000 was issued on 10/9/08. The additional amount requested is \$9,400 for a total amount of \$18,400. To be paid from 21st Century and After School Program budget. Requested by Emily Nathan.

- 6 Increase in contract amount, PO 901448, to Innerworks to provide counseling, tutoring and artist services to Berkeley B-Tech students. The original purchase order in the amount of \$9,400 was issued on 11/13/2008. The additional amount requested is \$14,000 for a total amount of \$23,400. To be paid from the 21st Century Comm. Learn. Program Budget. Requested by Victor Diaz.

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: Margaret Kirkpatrick, Principal, Berkeley Adult School
DATE: February 25, 2009
SUBJECT: Emergency Medical Technician Program – San Francisco
Paramedic Association Memorandum of Understanding

BACKGROUND INFORMATION

San Francisco Paramedic Association (SFPA) is a non-profit organization dedicated to providing up-to-date emergency healthcare classes.

Berkeley Adult School (BAS) requests to enter into a partnership with SFPA to deliver an Emergency Medical Technician Program that will prepare students to take the National and California Board Certification exams in order to qualify to work as paramedics.

BAS will provide 10 weeks of classroom activities with a State approved curriculum leading to those skills required to pass the National and State Board certification tests. Part of this curriculum includes clinical observation, which will be offered at various locations including the City of Berkeley Fire Department Station houses. SFPA will collaborate to ensure that the curriculum meets the standards and teachers receive technical resources. SFPA will also provide outreach in order to recruit appropriate student candidates. Cost is \$900 per participant.

POLICY/CODE

California Education Codes: 51041, 51056 and 52579

FISCAL IMPACT

Amount not to exceed \$60,000. To be paid from Vocational Education, Carl Perkins Grant.

STAFF RECOMMENDATION

Approve the Berkeley Adult School / San Francisco Paramedic Association Memorandum of Understanding.

Berkeley Unified School District

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is dated this seventh day of January, 2009, by and between Berkeley Unified School District hereinafter referred to as "DISTRICT" or "BUSD" and San Francisco Paramedic Association hereinafter referred to as "CONTRACTOR" whose place of business is 657 Mission Street, Suite 302, San Francisco, CA 94105.

This Memorandum of Understanding represents the services which the "CONTRACTOR" will provide to the "DISTRICT" at Berkeley Adult School during the 2008-2009 school year.

This Memorandum of Understanding, also referred to below as "Agreement", will expire on June 30, 2010 and will be required to be renewed each year before July 1 of that school calendar year beginning 2010.

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

San Francisco Paramedic Association (SFPA) - The SFPA is a non profit organization (501 C3) dedicated to providing up-to-date emergency health care classes to both public and professional health care communities. Their goal is to provide challenging, hands-on interactive learning environment to prepare students for any possible medical emergency.

ARTICLE II: STATEMENT OF SERVICES TO BE PROVIDED

CONTRACTOR agrees to provide the DISTRICT services of this Agreement under the following terms and conditions:

1. Students will learn how to provide basic emergency care to patients with acute illnesses or injuries.
2. Students who complete all of the training objectives will be prepared to take the National and California board certification exam needed to be employed as an Emergency Medical Technician.
3. Services shall begin on April 15, 2009 with a total amount not to exceed \$60,000.00.
4. The first course begins April 15, 2009. The skills training courses will be delivered at Berkeley Adult School two days per week from 8:30am to 4:30pm.
5. Clinical observation courses will meet one day per week as schedules permit and students will report to appropriate facilities that satisfy the board certification requirements.
6. CONTRACTOR understands and agrees that certificated teachers perform the tasks normally associated with teaching a course at Berkeley Adult School, including but not limited to: completing and submitting student attendance data in a timely manner, completing and submitting student completion data in a timely manner, issuing completion certificates in a timely manner, attending scheduled staff department meetings (optional), attending Berkeley Adult School professional development meetings and submitting curriculum materials in a timely manner. Non-certificated teachers are employees of the CONTRACTOR and are not subject to the above requirements.
7. CONTRACTOR understands and agrees that the DISTRICT is the sole authority for withholding educational rights of a student who violates a Berkeley Adult School policy, a DISTRICT Board policy or the California Education Code.
8. CONTRACTOR understands and agrees that the DISTRICT is the sole authority to interview, hire, observe, evaluate and supervise certificated teachers in accordance with DISTRICT Board policy, collective bargaining agreements and the California Department of Education provisions,, regulations, policies and practices. This may include periodic classroom visits, evaluations and observations within previously stated agreements and regulations.
9. CONTRACTOR understands and agrees that the DISTRICT is the sole authority to review and approve course content, outlines and curriculum that covers the State and National board standards for a student to be prepared for the Emergency Medical Technician National Board Certification.
10. CONTRACTOR understands and agrees that CONTRACTOR shall furnish the DISTRICT with National Board Certification completion data regarding all students who satisfy the EMERGENCY MEDICAL TECHNICIAN course requirements.
11. CONTRACTOR understands and agrees that there is a maximum enrollment of no more than twenty students in each EMERGENCY MEDICAL TECHNICIAN course offering.

Berkeley Unified School District MEMORANDUM OF UNDERSTANDING

12. Understands and agrees that all students must have a recognized high school diploma or equivalent thereof prior to enrolling in the EMERGENCY MEDICAL TECHNICIAN program.
13. Understands and agrees that an orientation will occur prior to student enrollment. Student assessments will be conducted that may include but is not limited to; academic abilities, pertinent criminal history and professional character and, if the student is seen as not qualified or not employable, that student may be denied admission until noted discrepancies are remedied.
14. Understands and agrees that course fee refunds will be offered up to 24 business day hours before a class begins. After that, no refunds or transfer of fees will be available unless a class is cancelled by the DISTRICT.
15. CONTRACTOR shall furnish, at their own expense, all other items necessary to carry out the terms of this Agreement except as follows:
 - DISTRICT will, in partnership with CONTRACTOR, offer the Emergency Medical Technician Training Program and market the program with the Berkeley Adult School brochure and web page as well as provide classroom space for the class.
 - DISTRICT will collect and process participant registration and fees for Program.
 - DISTRICT will provide an instructor, classroom instructional materials and consumables.
 - Students must buy work pants and safety boots.
 - Students must pay for testing fees associated with the National Board Certification.

ARTICLE III: TERM OF SERVICES

“CONTRACTOR” shall commence work on April 15, 2009. Work to be completed by June 30, 2010.

Neither party can assign or delegate any part of this Agreement without the written consent of the other party.

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:

The DISTRICT will purchase and provide the initial classroom materials and supplies not to exceed \$20,000.00.

ARTICLE V: TECHNICAL DIRECTION

1. Performance of the work under this Agreement shall be subject to the direction of BUSD Principal/Manager: Mr. Thomas R. Orput, Vice Principal, Berkeley Adult School.
2. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to CONTRACTOR, CONTRACTOR’S business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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 “CONTRACTOR” 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 “CONTRACTOR” 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 “CONTRACTOR” during the term of this contract. If modifications are made to the list, the “CONTRACTOR” must submit an updated list to the “BUSD” prior to the employee beginning work at the school site.

Berkeley Unified School District MEMORANDUM OF UNDERSTANDING

ARTICLE VII: INSURANCE

- (1) If "CONTRACTOR" employs any person to perform work in connection with this Agreement, "CONTRACTOR" 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) "CONTRACTOR" 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 "CONTRACTOR" 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 "CONTRACTOR". The policy shall protect the "CONTRACTOR" 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 "CONTRACTOR" is offering the "BUSD" professional advice under this Agreement, "CONTRACTOR" 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 "CONTRACTOR'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 "CONTRACTOR'S" operations.

ARTICLE VIII: HOLD HARMLESS

"CONTRACTOR" agrees to hold harmless, indemnify, and defend BUSD and its officers, agents and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with any negligent or other wrongful act by "CONTRACTOR" or its employees or agents in the performance of this Agreement. "CONTRACTOR" also agrees to hold harmless, indemnify, and defend BUSD and its officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor or subcontractor furnishing work, services, or materials to "CONTRACTOR" due to any negligent or other wrongful act by CONTRACTOR or its employees or agents in connection with the performance of this Agreement. This provision survives termination of this Agreement.

ARTICLE IX: COMPENSATION FOR SERVICES

Payments shall be made by the DISTRICT to the CONTRACTOR as follows:

- (1) Upon completion of 25% of the Program and acceptance of same by DISTRICT and receipt of approved invoice, payment in the amount of \$900.00 per paid participant shall be made in full. The amount not to exceed \$60,000.
- (2) The "BUSD" agrees to pay CONTRACTOR a total of \$900.00 per student for the services described above. 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, number of students served, rate of pay, description of service and a total cost.
- (3) The CONTRACTOR shall maintain accurate records of costs incurred in performance of this Agreement and shall make such records available to the "DISTRICT" upon request.

ARTICLE X: TERMINATION

This Agreement may be terminated without fault of either party with at least thirty (30) days written notice.

Berkeley Unified School District
MEMORANDUM OF UNDERSTANDING

This agreement may be terminated by the DISTRICT no less than five (5) business days prior to the start of program if there is not a minimum enrollment of 15 paid participants.

ARTICLE XI: PRIOR AGREEMENTS

This Contract represents the sole agreement between the “BUSD” and the “CONTRACTOR” with respect to the scope of services described herein. Any prior understanding or agreements, written or oral, between the “BUSD” and the “CONTRACTOR” 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 “CONTRACTOR”, the “BUSD” and “CONTRACTOR” agree to mediate such a dispute before a mutually agreed-upon mediator or a dispute resolution service. The “BUSD” and the “CONTRACTOR” agree that neither party will bring any lawsuit regarding this Agreement, but that if mediation fails, the parties shall engage in final and binding arbitration before a mutually agreed upon arbitrator.

**Berkeley Unified School District
MEMORANDUM OF UNDERSTANDING**

CONTRACTOR

CONTRACTOR

Contractor / Agency Name: **San Francisco Paramedic Association**

Address: **657 Mission St # 302**
 San Francisco, CA 94105

Contractor's Contact Person: **Mr. Art Hsieh, MA, NREMT-P**

Title: **Chief Executive Officer & Education Director**

Telephone: **415.543.1161** e-mail: **ahsieh@sfparamedics.org**

Signature: _____ **Date:** _____

BERKELEY UNIFIED SCHOOL DISTRICT

By Superintendent / Deputy: _____

Signature: _____ **Date:** _____

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent
DATE: February 25, 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. Michael Thelen donated \$100 to the Berkeley Unified District 2008 Health Benefit fair.
2. Lifetouch National School Studios donated \$345 to John Muir Elementary School and \$696 to Cragmont School to purchase supplies.
3. Berkeley High School Development Group donated \$2,096 to partial fund an Instructional Specialist for the Berkeley High School Chorus club.
4. Berkeley Public Education Foundation donated \$1,200 to partially fund the Choral Director and classroom grant at Malcolm X School.
5. Martin Luther King Jr. Middle School PTA donated \$270 to cover two days of substitute teacher pay at King Middle School.
6. Kyra A. Subbotin donated \$50 to the Berkeley Unified School District Music Department.
7. Wendy J. Tico donated \$135 through the Wells Fargo Community Support campaign, to the Berkeley Unified School District General Fund.

BOARD POLICY

BP 3290

FISCAL IMPACT

The District received a total of \$4,892 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: February 25, 2009
SUBJECT: Special Education Behavioral Intervention Plans (Hughes Bill) Mandated Cost Claim Settlement

BACKGROUND INFORMATION

The Behavioral Intervention Plans [Hughes Bill] Mandated Costs Claim Settlement settles the test claim initiated by San Diego Unified School District, Butte County Office of Education and San Joaquin County Office of Education and the related Sacramento Superior Court case, Case No. 03CS01432, regarding reimbursement for costs associated with behavioral intervention plans required by the Hughes Bill statute and regulations under state law. If approved, it ends a fourteen year dispute with the State of California regarding funding for state behavioral intervention plan requirements that are in excess of federal law. The settlement provides \$520 million in reimbursement for past costs associated with behavioral intervention plans and \$65 million annually in ongoing costs. The Legislature's obligation to fund the settlement is contingent on 85% of all districts, county offices of education and special education local plan areas constituting 92% of state wide ADA waiving their rights to file additional mandated costs claims on the current Hughes Bill Statute and regulations.

The North Region SELPA Board approved a resolution that (1) approves a settlement which will bring North Region SELPA approximately \$27,408 per December 2007 special education pupil count in 2009-10, and approximately \$275,790.71 at \$10.92 per ADA for the SELPA as part of the AB602 funding formula, beginning in 2009-2010, and increasing by COLA and ADA growth in subsequent years; (2) agrees to waive its ability to file future mandated costs claims on the Hughes Bill statute and regulations as currently worded and (3) directs the Policy Board's authorized representative to sign the Waiver to implement this action.

Berkeley Unified School District is a part of the North Region SELPA. School Districts within the SELPA must also approve a resolution and sign a waiver to receive its share of the settlement. BUSD's share of settlement is approximately \$9,449 per December 2007 special education pupil count and \$91,827 based on \$10.92 per ADA. Therefore, staff is requesting the Board to approve the attached resolution and sign the waiver.

POLICY/CODE

N/A

FISCAL IMPACT

Mandated Costs Settlement revenue in the amount of \$101,276 for Fiscal Year 2009-2010.

STAFF RECOMMENDATION

Approve Resolution No. 09-39 and sign the waiver. All documents must be submitted no later than Friday February 27, 2009.

Waiver

Exhibit A to Settlement Agreement Behavioral Intervention Plans Mandated Cost Claim

This Waiver is entered into on February 25, 2009] by Berkeley Unified School District, hereinafter "LEA," to fulfill one of the terms of the Settlement and Release Agreement for the Behavioral Intervention Plans Mandated Cost Claim ("Agreement").

A. Known Claims

With respect to section 56523 of the California Education Code and the California Code of Regulations, title 5, sections 3001, subdivisions (c), (d), (e), (f), and (aa), and section 3052 as those sections read on or before July 1, 2008, (collectively "the Hughes Bill Statute and Regulations"), LEA hereby knowingly and voluntarily waives the rights set forth under article XIII B, section 6, of the California Constitution, sections 17500 through 17630 of the California Government Code, and sections 1181 through 1189.11 of Title 2 of the California Code of Regulations. By signing this Waiver, LEA hereby acknowledges that LEA forever gives up its right to file any mandated cost claim regarding the Hughes Bill Statute and Regulations, and/or to pursue any filed claim regarding that statute and regulations, and/or to benefit from such a claim, including any claim regarding the following programs and services:

1. Special education local plan area plan requirements pursuant to California Code of Regulations, title 2, sections 3001, subdivision (c), and 3052, subdivision (j), as these sections read on July 1, 2008;
2. Development and implementation of behavioral intervention plans pursuant to California Code of Regulations, title 2, sections 3001, subdivisions (c), (d), (e), and (f), and 3052, subdivisions (a), (c), (d), (e), and (f), as these sections read on July 1, 2008;
3. Functional analysis assessments pursuant to California Code of Regulations, title 2, sections 3001, subdivisions (d) and (f), and 3052, subdivisions (b), (c), and (f), as these sections read on July 1, 2008;

4. Modifications and contingent behavioral intervention plans pursuant to California Code of Regulations, title 2, section 3052, subdivisions (g) and (h), as these sections read on July 1, 2008;
5. Development and implementation of emergency interventions pursuant to California Code of Regulations, title 2, sections 3001, subdivisions (c) and (d), and 3052, subdivision (i), as these sections read on July 1, 2008;
6. Prohibited behavioral intervention plans pursuant to California Code of Regulations, title 2, sections 3001, subdivision (d), and 3052, subdivision (l), as these sections read on July 1, 2008; and
7. Due process hearings pursuant to California Code of Regulations, title 2, section 3052, subdivision (m), as this section read on July 1, 2008.

LEA further acknowledges and concedes that the amount that is required to be appropriated for the purpose of satisfying the STATE's minimum funding obligation to LEAs pursuant to article XVI, section 8, of the California Constitution shall not be required to be increased, to any extent, by payment of the retrospective amounts described in Paragraph II.B. of the Agreement, and by signing this Waiver LEA forever gives up its right to contend otherwise.

B. Unknown Claims

1. LEA expressly waives the application of California Civil Code section 1542 regarding mandated cost claims under California Education Code section 56523 and California Code of Regulations, title 5, sections 3001, subdivisions (c), (d), (e), (f), and (aa), and 3052 as those sections read on or before July 1, 2008.
2. LEA certifies that it has read the following provisions of California Civil Code Section 1542:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
3. LEA understands that it is agreeing that California Civil Code section 1542 does not apply to this Waiver. LEA understands and acknowledges that the significance and consequence of this waiver of California Civil Code section 1542 is:

- a. LEA may have additional claims arising or occurring up to the date of this Waiver of which it is not now aware;
- b. LEA may not make a further demand for any such claims;
- c. LEA may not receive any benefit(s) from any such claims that may be filed by other claimants; and
- d. LEA extends its waiver to include now unknown and/or later discovered claims.

C. Exemptions

LEA signs this Waiver with the understanding that it does not prohibit LEAs from filing mandated cost claims to the extent that the Hughes Bill Statute and Regulations are amended, added, or changed in any way after July 1, 2008.

D. Advice of Attorney

LEA warrants and represents that it has reviewed and understands the Notice to LEAs Re: Pending Settlement of the Behavioral Intervention Plans Mandated Cost Claim ("the Notice") and this Waiver, and that it has been advised to seek legal advice from the attorney of its choice regarding the Notice and this Waiver. LEA acknowledges and represents either that it relied upon legal advice from its attorney in executing this Waiver or that it chose not to rely upon legal advice from its attorney in executing this Waiver. LEA further acknowledges and represents that, in executing this Waiver, it has not relied on any inducements, promises, or representations other than those stated in the Notice and Waiver.

E. Contingency of Waiver

LEA understands that this Waiver is binding only if the preconditions to the full implementation of the Settlement Agreement are satisfied. Those preconditions are set out in Section C of the Notice and Section II.A. of the Agreement, and are, in brief: (1) at least 85% of all LEAs sign this Waiver, including school districts and county offices of education who served student populations accounting for 92% of the P-2 2007-08 ADA; (2) the parties seek a superior court ruling that the settlement is final and binding on all LEAs; and (3) legislation is enacted appropriating the necessary funding and placing ongoing funding in statute.

February 25, 2009

Signed: _____

William Huyett, Superintendent
Authorized Agent for Berkeley Unified School District

BERKELEY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

RESOLUTION NO. 09-39

APPROVAL OF BEHAVIORAL INTERVENTION PLANS [HUGHES BILL] MANDATED COST CLAIM SETTLEMENT AND AGREEMENT TO WAIVE FUTURE CLAIMS

WHEREAS, the Commission on State Mandates (“the Commission”), in a test claim known as the Behavioral Intervention Plans [Hughes Bill] Mandated Cost Claim, has determined that, since 1993, there are unfunded state mandates exceeding the federal requirements in the following seven (7) components of the Hughes Bill Statute and Regulations (California Education Code section 56523 and California Code of Regulations, title 5, sections 3001, subdivisions (c), (d), (e), (f), and (aa), and 3052): special education local plan area (“SELPA”) plan requirements, development and implementation of behavioral intervention plans, functional analysis assessments, modifications and contingent behavioral intervention plans, development and implementation of emergency interventions, prohibited behavioral intervention plans, and due process hearings;

WHEREAS, these state mandates remain required components of the Hughes Bill Statute and Regulations;

WHEREAS, final claiming instructions for the Behavioral Intervention Plans Mandated Cost Claim were never adopted by the Commission due to various disputes that arose with the State;

WHEREAS, the State’s Department of Finance disputes that any of the identified Behavioral Intervention Plans Mandated Cost Claim mandates qualify for state reimbursement because it contends they are required by federal law, and therefore the State has filed a lawsuit with the Sacramento Superior Court, case No. 03CS01432, to contest the Commission’s decision in the Behavioral Intervention Plans Mandated Cost Claim;

WHEREAS, the Test Claimants believe that the identified mandates require new programs and increased levels of service in excess of federal law, and are therefore unfunded state mandates, and therefore the Test Claimants oppose the court action filed by the State challenging the Commission’s decision;

WHEREAS, this litigation could thwart resolution of these matters for a number of years;

WHEREAS, to avoid the cost and uncertainty of further litigation, to alleviate the uncertainty regarding the Hughes Bill Statute and Regulations funding, and to expedite the resolution of this long-pending mandate claim, the State and the Test Claimants (“Parties”) have determined to compromise and settle the claims set forth in the Behavioral Intervention Plans Mandated Cost Claim;

WHEREAS, the Parties have negotiated a settlement agreement (“Agreement”), which provides \$520 million as general fund reimbursement for past costs associated with the Hughes Bill Statute and Regulations, allocated as follows:

- \$510 million to school districts based on 2007-08 P-2 average daily attendance (“ADA”) (about \$14.85 per ADA annually for six years, beginning in 2011-12, or for a lesser period at the State’s discretion should the State choose to accelerate payment of such reimbursement);
- \$1.5 million to county offices of education in 2009-10 based on December 2007 county special education pupil count, about \$35.06 per pupil, with no county office of education receiving less than \$5,000;
- \$6 million to SELPAs in 2009-10 based on December 2007 special education pupil count, about \$8.85 per pupil, with no SELPA receiving less than \$10,000; and
- \$2.5 million in 2009-10 for administrative costs incurred in pursuing the Claim;

WHEREAS, the settlement further provides \$65 million as a permanent increase to the AB 602 funding base for special education programs and services beginning in 2009-10, resulting in each SELPA’s funding rate increasing by about \$10.92 per ADA, with this amount increasing by the cost of living adjustment and ADA growth in subsequent years;

WHEREAS, by approving this settlement the Berkeley Unified School District (BUSD) will receive approximately \$ 9,449 in discretionary funding for retroactive reimbursement;

WHEREAS, the Berkeley Unified School District in exchange for the foregoing financial settlement, must waive its right to file any further mandate claims arising from the Hughes Bill Statute and Regulations, or to benefit from any new Hughes Bill Statute and Regulations claims filed, unless the Hughes Bill Statute and Regulations change;

WHEREAS, if for some reason the settlement process is not completed, the Waiver will not take effect;

WHEREAS, the Governing Board of the BUSD has reviewed the Notice to LEAs Re: Pending Settlement of the Behavioral Intervention Plans [Hughes Bill] Mandated Cost Claim and the required Waiver; and

WHEREAS, the BUSD administrative staff, having reviewed the terms of the pending settlement, recommends that the Governing Board approve the settlement and agree to waive its rights to file mandated cost claims arising from the Hughes Bill Statute and Regulations in the future or to benefit from such claims unless the Hughes Bill Statute and Regulations change;

NOW THEREFORE, BE IT RESOLVED, the Governing Board of the BUSD approves the terms of the pending settlement of the Behavioral Intervention Plans Mandated Cost Claim, agrees to waive its rights regarding claims as set forth in the attached Waiver, and authorizes the Superintendent [or Deputy Superintendent (as appropriate)] to sign the required Waiver and to deliver it as requested by no later than February 28, 2009, and to complete any other administrative task necessary to effectuate this decision.

Passed and adopted by the Governing Board of the Berkeley Unified School District on 25th day of February, 2009, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent
DATE: February 25, 2009
SUBJECT: Ratification to reimburse parents for Special Education services provided to their students

BACKGROUND INFORMATION

The District has agreed to reimburse parents for the cost they incurred to provide Special Education services to their students. These students qualify for Special Education services due to the severe disabilities such as autism, language impairment and aggressive behavior.

1. Ratification to reimburse parents for educational costs such as tuition, transportation, six family visits and enrollment fees for student IAS(DOB 02/25/1994), pursuant to a settlement agreement dated February 04.2009. The student is placed at Falcon Ridge Ranch (currently at the rate of \$125/school day for a total of 125 days) for the period covering August 27, 2008 through August 27, 2009. Upon receipt of proof of costs incurred during the 2008-2009 School Year and paid by parents for services rendered, Berkeley Unified School District agrees to reimburse parents an amount not to exceed \$36,725.
2. Ratification to reimburse parent for placing student at School of Independent Learners student CP (DOB 1/21/1991), pursuant to Individualized Educational Program (IEP) dated 08/11/2008 and Mediation Agreement dated May 06, 2008. Upon receipt of proof of costs incurred during the 2008-2009 School Year and paid by parents for services rendered, Berkeley Unified School District agrees to reimburse parents an amount not to exceed \$50,000.
3. Ratification to reimburse parent for placing student at Bayhill High School student JS (DOB 11/17/1991), pursuant to Final Settlement Agreement and Release signed January 28, 2009. Upon receipt of proof of costs incurred during the 2008-2009 School Year and paid by parents for services rendered, Berkeley Unified School District agrees to reimburse parents an amount not to exceed \$19,000.

POLICY/CODE

Education Code 39800

FISCAL IMPACT

The fiscal impact to the District is not to exceed \$105,725. Funded through additional contribution from the General Fund.

STAFF RECOMMENDATION

Approve the various parent settlements and/or reimbursements as referenced above.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent for Education Services
DATE: February 25, 2009
SUBJECT: Authorization to Extend Contract with Dr. Deborah Karres, PH.D

BACKGROUND INFORMATION

As a result of a decision by the Office of Administrative Hearings, the District has been ordered to provide compensatory education services for a student who qualified for services under the criteria of multiple disabilities, with concomitant factors of physical and sensory impairments that impede the access to education.

The court has mandated that the District employ an independent contractor experienced in working with deaf-blindness as a coordinator of services. Dr. Deborah Karres, Ph.D. is an educational consultant with specialization in deaf, hard of hearing, and multi-disabled learners who has been recommended to the District by the California Department of Education. The District is contracting with Dr. Karres to recruit, coordinate, and train service providers for this student: an occupational therapist, a visually impaired specialist, a nurse, a speech and language therapist, a socialization expert, an adaptive physical education specialist, a physical therapist, an orientation and mobility specialist, an augmentative communication specialist, a communication intervener, and an assistive technology specialist.

On May 14, 2008, the Board approved the use of Dr. Karres in the amount of \$67,500 to cover a period from July 1, 2008 to December 31, 2008. Staff is requesting the Board to amend the contract for an additional \$49,000 to pay Dr. Karres at a rate of \$100 per hour for 15 hours per week plus expenses for the period from January 1, 2009 to June 30, 2009.

POLICY/CODE

California Education Codes: 51041, 51056 and 52579

FISCAL IMPACT

Amount not to exceed \$49,000 will be paid from the Special Education Budget.

STAFF RECOMMENDATION

Approve the amended contract with Dr. Deborah Karres, Ph.D.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Lew Jones, Director of Facilities
DATE: February 25, 2009
SUBJECT: Piggyback Bid for Berkeley High School Portables

BACKGROUND INFORMATION

On January 15, 2009, the Board approved a project to place five additional portables and a restroom at Berkeley High School. We are requesting that the Board approve a request to purchase those units from Mobile Modular through a piggyback bid prepared by Franklin-McKinley School District and approved by their Board on January 22, 2008.

Staff is requesting that the Board approve a total not to exceed \$400,000 to purchase the portables and the built-in furnishings.

A portable company must be selected for the architect to finalize the design to be submitted to DSA and to clarify a site package for bidders of that work.

POLICY/CODE

Public Contract Code 20118.

FISCAL IMPACT

A cost of \$400,000 to be paid from the Bond.

STAFF RECOMMENDATION

Approve a contract between BUSD and Mobile Modular in an amount not to exceed \$400,000.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Lew Jones, Director of Facilities
DATE: February 25, 2009
SUBJECT: Approve the Advertisement to Solicit Bids for the Fire Alarm Upgrade at the Berkeley High School C Building

BACKGROUND INFORMATION

On October 20, 2008, the Board approved the first phase of a project to upgrade the fire alarm at the Berkeley High School C Building. This project requires a re-bid of a portion of the work due to errors by the architect. Advertisement would be done in the winter, with the on-site work to occur in the summer.

Staff is required to notify the Board when bids are being solicited. Approving the attached resolution will permit the District to solicit bids for the project.

POLICY/CODE

California Public Contract Code 20110- 20118.

FISCAL IMPACT

The project is funded in the Bond.

STAFF RECOMMENDATION

Approve the advertisement to solicit bids.