

**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, November 12, 2008

Call to Order The Presiding Officer will call the Meeting to Order at
6:30 pm, recess to Closed Session and reconvene in Public
Session by **7:30 p.m.**

Roll Call

Members Present:

John T. Selawsky, President
Nancy Riddle, Vice President
Joaquin J. Rivera, Director
Karen Hemphill, Director
Shirley Issel, 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
Student Case No. 0809-06-082592
- c) Collective Bargaining
- d) Public Employee Discipline/Dismissal /Release/Evaluation
- e) Public Employment /Appointment
- f) Liability Claims
- g) Property Acquisition & Disposal
- h) Case Review/Planning

* 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 November 12, 2008

RECOGNITION

Bayer Corporation, Trina Ostrander, Manager, Development Agreement and Community Relations

TEACHING AND LEARNING PRESENTATION

LaSonya McCain, Early Childhood Education

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 Services

2.1-C	<u>Staff Recommendation:</u>	7
Approval of Personnel Recommendations	Approve Personnel Report No. 08-19 which tracks personnel changes throughout the District	
2.2-C	<u>Staff Recommendation:</u>	13
Approval of Fieldwork Agreement	Approve supervised fieldwork agreement between Chapman University and BUSD	

Educational Services

3.1-C Approval of Overnight Field Trips	<u>Staff Recommendation:</u> Approve the overnight field trips consistent with District policies and instructional programs	20
3.2-C Approval of New Textbook	<u>Staff Recommendation:</u> Adopt <i>Tu Mundo</i> for Spanish for Native Speakers as an approved text	21
3.3-C Approval of GEAR-UP Grant Proposal	<u>Staff Recommendation:</u> Approve the GEAR-UP Grant application for Longfellow Middle School	22
3.4-C Approval of Career Technical Education Plan	<u>Staff Recommendation:</u> Approve the Career Technical Education Five-Year Plan for Berkeley High School (under separate cover)	28

Business Services

4.1-C Approval of Contracts and Purchase Orders	<u>Staff Recommendation:</u> Authorize the Purchasing Manager and/or Deputy Superintendent to execute contracts and purchase orders	29
4.2-C Approval of Listing of Warrants	<u>Staff Recommendation:</u> Approve the listing of warrants issued in October 2008	31
4.3-C Approval of Listing of Payroll Warrants	<u>Staff Recommendation:</u> Approve the listing of payroll warrants issued in October 2008	34
4.4-C Approval of Disposal of Surplus Vehicle	<u>Staff Recommendation:</u> Approve disposal of surplus vehicle	37
4.5-C Approval of School Bus Replacement Schedule	<u>Staff Recommendation:</u> Approve changes to school bus replacement schedule based on fleet needs	38
4.6-C Approval of Master Agreement	<u>Staff Recommendation:</u> Approve master agreement for non-public schools for 2008-09	41

4.7-C Approval of Contract with ANOVA, Inc.	<u>Staff Recommendation:</u> Approve contract with ANOVA, Inc. to provide behavioral intervention services for Special Education Department	71
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ACTION ITEMS

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 Board Policies	<u>Staff Recommendation:</u> Approve proposed Board Policies	101
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1.2-A Approval of The Annual Plan for Expenditure of BSEP/Measure A Funds	<u>Staff Recommendation:</u> Approve the Annual Plan for expenditure of BSEP/Measure A Fund in FY 2008-09 for (a) Library, (b) Public Information, (c) Buildings and Ground Improvement	106
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CONFERENCE ITEM

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

General Services

1.1-CF Proposed Board Policy and Administrative Regulation on Research	<u>Staff Recommendation:</u> Accept proposed Board Policy and Administrative Regulation on Research for First Reading or Approve	125
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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.

Educational Services

3.1-I	<u>Staff Recommendation:</u>	128
Data Report on Student Achievement	Receive the data report on student achievement as information (staff presentation)	

3.2-I	<u>Staff Recommendation:</u>	129
Class Size Report	Receive Class Size Report as information	

EXTENDED PUBLIC TESTIMONY

2008 Board of Education Meeting Dates

November 19 – Study Session December 10 - organizational

ADJOURNMENT

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

Guidelines for Speakers

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

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

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

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

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**

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Lisa Udell, Ed.D. Assistant Superintendent, Human Resources
DATE: November 12, 2008
SUBJECT: APPROVAL OF HUMAN RESOURCES REPORT 08-19
 Following is Human Resources Report 08-19 which reports details of personnel assignments, employment, and terminations.

CERTIFICATED EMPLOYEES						
NAME	POSITION	LOCATION	BUDGET	FTE & SALARY	FROM	TO
<u>PROBATIONARY 1 TEACHER</u>						
Kimiko Armon	Teacher	BHS	General Fund	0.20/III-11	8/25/08	
Devon Brewer	Teacher	BHS	General Fund	1.00/VI-07	8/25/08	
Rebecca Brookman	Teacher	Longfellow	General Fund	1.00/VII-12	8/25/08	
Elizabeth Buchanan	Teacher	Special Education	General Fund	1.00/IV-04	8/25/08	
Jan Cameron	Teacher	District	BSEP	0.80/V-06	9/29/08	
Christie Clark	Teacher	King	General Fund	.080/VI-07	8/25/08	
Patricia Coe	Teacher	Longfellow	General Fund	1.00/V-07	9/5/08	
Dagny Dingman	Teacher	BHS	General Fund	1.00/IV-01	8/25/08	
Jessie Dryden	Teacher	BHS	General Fund	1.00/II-02	8/25/08	
Kerry Erspamer	Teacher	BHS	General Fund	1.00/III-01	8/25/08	
Jesse Feldman	Teacher	BHS	General Fund	1.00/III-01	8/25/08	
Dionisio Gamoso	Teacher	BHS	General Fund	1.00/IV-01	9/9/08	
Mathew Glaser	Teacher	BHS	General Fund	1.00/V-01	8/25/08	

NAME	POSITION	LOCATION	BUDGET	FTE & SALARY	FROM	TO
Yeshi Gusfield	Teacher	BHS	General Fund	1.00/IV-01	8/25/08	
Judith Hitchings	Teacher	BHS	General Fund	1.00/VII-12	8/25/08	
Laura Jewett	Teacher	BHS	General Fund	1.00/VII-01	8/25/08	
Ramal Lamar	Teacher	B-Tech	General Fund	1.00/V03	8/25/08	
William Lambert	Teacher	Special Education	General Fund	1.00/VII-08	8/25/08	
Molly Lawrence	Teacher	BHS	General Fund	1.00/II-06	8/25/08	
Mary Leland	Teacher	King	General Fund	1.00/II-08	8/25/08	
Shoshanna Marks	Teacher	King	General Fund	0.80/III-02	8/25/08	
Ariel Morris	Teacher	BHS	General Fund	1.00/VI-06	9/4/08	
Allison Mutaw	Teacher	King	General Fund	0.60/II-02	8/25/08	
Mahoud Ohadiesfahani	Teacher	BHS	General Fund	0.80/VII-12	8/25/08	
Alexandra Provence	Teacher	BHS	General Fund	1.00/VII-12	8/25/08	
Carl Rogers	Teacher	BHS	General Fund	1.00/VII-06	8/25/08	
Daniel Roose	Teacher	BHS	General Fund	1.00/VI-08	8/25/08	
Hillary Scott	Teacher	B-Tech	General Fund	1.00/V-03	8/25/08	
Michael Smith	Teacher	BHS	General Fund	1.00/VII-06	8/25/08	
Steven Tivol	Teacher	Willard	General Fund	1.00/VI-12	8/25/08	
Dawn Williams	Teacher	B-Tech	General Fund	1.00/VII-08	8/25/08	

NAME	POSITION	LOCATION	BUDGET	FTE & SALARY	FROM	TO
Jammy Yang	Teacher	King	General Fund	1.00/IV-07	8/25/08	
<u>TEMPORARY TEACHER</u>						
Kunal Dalal	Teacher	B-Tech	General Fund	1.00 FTE	10/27/08	6/12/09
Monica Hachiya	Teacher	BHS	General Fund	1.00 FTE	9/17/08	6/12/09
Emily Shirk	Teacher	BHS	General Fund	1.00 FTE	8/25/08	1/23/09
<u>ADULT SCHOOL TEACHER</u>						
Elizabeth Cunningham	Teacher	Adult	Adult	\$33.65 Hrly	9/29/08	6/30/09
Chung-Huey Kung	Teacher	Adult	Adult	\$33.65 Hrly	10/13/08	6/30/09
<u>EXTRA DUTY - STIPENDS</u>						
Leorah Abouav-Zilberman	Teacher	District	BTSA	NTE \$1400.00	8/25/08	6/12/09
Amanada Arbanel-Rice	Teacher	Thousand Oaks	BTSA	NTE \$1400.00	8/25/08	6/12/09
Joal Arvanigian	Teacher	Oxford	BTSA	NTE \$1400.00	8/25/08	6/12/08
Candyce Cannon	Teacher	Malcolm X	BTSA	NTE \$1400.00	8/25/08	6/12/09
Jay Cohen	Teacher	King	BTSA	NTE \$1400.00	8/25/08	6/12/09
Jan Davis	Teacher	Music	BTSA	NTE \$1400.00	8/25/08	6/12/09
Juliana DeGreeve	Teacher	King	BTSA	NTE \$1400.00	8/25/08	6/12/09
Kathy Freeburg	Teacher	Cragmont	BTSA	NTE \$1400.00	8/25/08	6/12/09
Robin Goldman	Teacher	King	BTSA	NTE \$1400.00	8/25/08	6/12/09
Akemi Hamai	Teacher	King	BTSA	NTE \$1400.00	8/25/08	6/12/09
Mary Lewis	Teacher	LeConte	BTSA	NTE \$1400.00	8/25/08	6/12/09
Kristen Lono	Teacher	Arts Magnet	BTSA	NTE \$1400.00	8/25/08	6/12/09
Mary Martin	Teacher	Thousand Oaks	BTSA	NTE \$1400.00	8/25/08	6/12/09
Susan McDonnell	Teacher	Rosa Parks	BTSA	NTE \$1400.00	8/25/08	6/12/09
Alan Miller	Teacher	BHS	BTSA	NTE \$1400.00	8/25/08	6/12/09
Dana Moran	Teacher	BHS	BTSA	NTE \$1400.00	8/25/08	6/12/09

NAME	POSITION	LOCATION	BUDGET	FTE & SALARY	FROM	TO
Carol Olson	Teacher	District	BTSA	NTE \$1400.00	8/25/08	6/12/09
Kathleen Richerson	Teacher	Malcolm X	BTSA	NTE \$1400.00	8/25/08	6/12/09
Adria Rosen	Teacher	Cragmont	BTSA	NTE \$1400.00	8/25/08	6/12/09
Shirley Sommers	Teacher	BHS	BTSA	NTE \$1400.00	8/25/08	6/12/09
Marcie Thomas	Teacher	BAM	BTSA	NTE \$1400.00	8/25/08	6/12/09
Benette Williams	Teacher	BHS	BTSA	NTE \$1400.00	8/25/08	6/12/09
Suzanne Wright	Teacher	BAM	BTSA	NTE \$1400.00	8/25/08	6/12/09
Lynda Arnold	Teacher	Rosa Parks	BTSA	NTE \$2800.00	8/25/08	6/12/09
Jared Baird	Teacher	BHS	BTSA	NTE \$2800.00	8/25/08	6/12/09
Matt Carton	Teacher	BHS	BTSA	NTE \$2800.00	8/25/08	6/12/09
Leah Katz	Teacher	BHS	BTSA	NTE \$2800.00	8/25/08	6/12/09
Evy Kavaleer	Teacher	BHS	BTSA	NTE \$2800.00	8/25/08	6/12/09
Jan Leary	Teacher	District	BTSA	NTE \$2800.00	8/25/08	6/12/09
Stefani Maida	Teacher	Emerson	BTSA	NTE \$2800.00	8/25/08	6/12/09
Matt Meyer	Teacher	BHS	BTSA	NTE \$2800.00	8/25/08	6/12/09
Nicole Nagappan	Teacher	BHS	BTSA	NTE \$2800.00	8/25/08	6/12/09
Wyn Skeels	Teacher	BHS	BTSA	NTE \$2800.00	8/25/08	6/12/09
Karen Wells	Teacher	Music	BTSA	NTE \$2800.00	8/25/08	6/12/09
Glenn Wolkenfeld	Teacher	BHS	BTSA	NTE \$2800.00	8/25/08	6/12/09
Susan Jones	Teacher	BHS	BTSA	NTE \$4200.00	8/25/08	6/12/09

CLASSIFIED EMPLOYEES

NAME	POSITION	LOCATION	BUDGET	CLASS RANGE STEP	FTE & SALARY	FROM	TO
<u>RESIGNATION</u>							
Victor Neuman	Instructional Tech. (After School)					10/10/08	
<u>LEAVE OF ABSENCE WITHOUT PAY</u>							
Merlin Edwards	Student Welfare & Attendance	Student Services	General Fund	50/4	1.0 FTE \$24.85 hr	10/2/08	10/31/08
Maxwell MacVeety	Instructional Assistant (Special Education)	Berkeley High	Special Ed.	31/2	.80 FTE \$14.06 hr	10/6/08	11/14/08
<u>FAMILY MEDICAL LEAVE OF ABSENCE WITHOUT PAY</u>							
Michael Carraway	Custodian I	Berkeley High	General Fund	32/5	1.0 FTE \$16.72 hr	11/1/08	11/30/08
<u>EXTENDED SICK LEAVE WITH 50% PAY</u>							
Gaoussou Ouatarra	Instructional Assistant (Special Education)	Longfellow	Special Ed.	31/1	.80 FTE \$13.38 hr	11/1/08	1/2/09
<u>INTEGRATE SICK LEAVE/VACATION WITH STATE DISABILITY</u>							
Shakuntala Lall	Accounting Technician	BSEP	General Fund	43/5	1.0 FTE \$21.96 hr	10/16/08	10/30/08
Emmet Moore	Custodian I	Thousand Oaks	General Fund	32/5	1.0 FTE \$16.72 hr	10/1/08	11/13/08
<u>PERMANENT</u>							
Fundisha Adero	Instructional Assistant (Special Education)	Hopkins	Special Ed.	31/3	+.64 FTE \$14.80 hr	9/15/08	6/12/08
Elizabeth Beard	Instructional Specialist (Garden)	Washington	Calif. Nut. Network	51/3	+.04 FTE \$24.23 hr	10/1/08	6/12/08
Jasper Eiler	Instructional Specialist (Garden)	John Muir	Calif. Nut. Network	51/2	+.04 FTE \$23.08 hr	10/1/08	6/12/08
Marian Yu	Instructional Assistant (Special Education)	Franklin	Special Ed.	31/5	+.40 FTE \$16.31 hr	9/15/08	6/12/08
<u>PROBATIONARY</u>							
Dalvin Hayes	Sr. Records Clerk	Longfellow	General Fund	38/1	1.0 FTE \$15.90 hr	10/22/08	4/21/09
Victor Neuman	Instructional Tech. (After School)	Thousand Oaks	LRN SAFE	34/1	+.07 FTE \$14.41 hr	9/1/08	10/10/08
Nancy Williams	School Secretary III	B-Tech	Cont. Ed.	48/1	1.0 FTE \$20.37 hr	10/7/08	4/6/09
<u>PROVISIONAL</u>							
Eda Levinson	Health Educator Assistant	B-Tech	21 st Century	50/1	.47 FTE \$21.42 hr	10/1/08	12/31/08

CLASSIFIED EMPLOYEES

NAME	POSITION	LOCATION	BUDGET	CLASS RANGE STEP	FTE & SALARY	FROM	TO
Terrance McLaney	Health Educator Assistant	B-Tech	21 st Century	50/1	.47 FTE \$21.42 hr	10/1/08	12/31/08
<u>AVAILABLE SUBSTITUTES</u>							
Isidoro Condor	Custodian I	All District	General Fund	32/1	NTE 7.5 hrs/day \$13.48 hr	11/3/08	6/12/09
Betty Spillman	School Safety Officer	All District	General Fund	44/5	NTE 7.5 hrs/day \$22.09 hr	10/31/08	6/12/09
<u>TEMPORARY/HOURLY/LIMITED TERM</u>							
Jeannette Kjobmand	Instructional Specialist (After School)	Emerson	LRN SAFE	51/3	4 hrs/wk \$24.23 hr	10/17/08	12/18/08
Oliver Suttice	Instructional Specialist (Parent Ed. Institute)	Longfellow	Title I	51/1	12 total hrs \$21.96 hr	10/21/08	12/15/08
<u>WORKING EVENING SHIFT, DIFFERENTIAL, ATTENDANT DUTIES, OR AS CONFIDENTIAL EMPLOYEE</u>							
Fundisha Adero	Instructional Assistant (Special Education)	Hopkins	Special Ed.	31/3	10% differential @ \$1.48 hr	9/15/08	6/12/09
Theresa Leader	Instructional Assistant (Special Education)	Le Conte	Special Ed.	3/5	+5% differential @ \$.82 hr	8/27/08	6/12/08

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Lisa Udell, Assistant Superintendent, Human Resources
DATE: November 12, 2008
SUBJECT: Supervised Fieldwork Agreement Between University College of Chapman University and Berkeley Unified School District

BACKGROUND INFORMATION

The agreement between Berkeley Unified School District and Chapman University shall provide opportunities for the University students to gain a broad range of experiences, including data based decision making, collaboration and consultation with school personnel and participation on interdisciplinary teams, developing, implementing, and evaluating academic and behavioral interventions.

The field site shall provide activities that occur across at minimum of two of four settings, including (a) preschool (b) elementary (c) middle school and (d) high school. The field site shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week. The fieldwork site shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and testing materials.

The terms of this agreement shall be effective August 25, 2008 and shall continue in full force and effect through June 19, 2013. The Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.

POLICY/CODE

None

FISCAL IMPACT

None. There are no costs to the District for the services provided.

STAFF RECOMMENDATION

Approve the Supervised Fieldwork Agreement



Chapman University College

SUPERVISED PAID FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with University College of Chapman University, d/b/a Chapman University College, Walnut Creek Campus.

SCHOOL PSYCHOLOGY

SCHOOL ADMINISTRATION

SCHOOL COUNSELING

THIS AGREEMENT is made and entered into by and between University College of Chapman University hereinafter called the "UNIVERSITY," and the Berkeley Unified School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and in collaboration with the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the Fieldwork Site wishes to have the student withdrawn.
- C. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.

- D. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- E. To notify the UNIVERISTY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX A regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual harassment, or any other basis prohibited by law.
- B. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- C. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- D. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Berkeley Unified School District
 OFFICE OF SPECIAL EDUCATION
 2134 Martin Luther King Jr. Way, Berkeley,
 California 94704-1180
 Attn: Don Klose, Program Supervisor
 (510) 644-6210
 FAX: (510) 644-6211

UNIVERSITY CONTACT INFORMATION:

Chapman University College
 One University Drive
 Orange, CA 92866
 Attn: Ellen Curtis-Pierce, Ph.D.
 Associate Vice Chancellor of
 Professional Accreditation & Faculty
 Development
 Tel: (714) 997-6590

- E. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- F. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- G. This Agreement fully supersedes any and all prior agreements or understandings between the

parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

- H. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective August 25, 2008 and shall continue in full force and effect through June 19, 2013. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: _____
Berkeley USD Name: Lisa Udell
School sites To be Title: Assistant Superintendent
determined Date: August 13, 2008

UNIVERSITY: Signature: _____
 Name: Gary Brahm
 Title: Chancellor
 Date: _____

Appendix A
Specific Supervision Requirements for Each Program

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Psychology Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in school Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and a half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration Fieldwork:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall provide student with experiences with a diverse student population.
- C. The FIELDWORK SITE shall provide student with experiences with a variety of educational programs.
- D. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the FIELDWORK SITE as part of the professional staff and is provided a supportive work environment and adequate supplies. In addition, it shall see that the student is encouraged to participate in district or county committees and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: November 12, 2008
SUBJECT: Overnight Field Trip Requests

BACKGROUND INFORMATION

The following overnight field trip requests are being made:

California Education Research Association Conference, Rancho Mirage, CA, December 3 – 5, 2008

Approve participation of two (2) students, two (2) teachers and one (1) other adult from Berkeley High School on a three-day, two-night field trip to the California Education Research Association Conference in Rancho Mirage, CA. The group will depart Berkeley High via shuttle service to the airport the evening of December 3rd and fly to San Diego. Ground transportation during the trip will be by rental car. The group will use the same transportation format to return on December 5, 2008. Two Community Partnerships Academy Seniors and two CP Academy Teachers will present a workshop at the conference entitled High Expectations: The Biggest Space in the Opportunity Gap. All participants are female and supervised lodging will be provided at the Las Palmas Hotel in Rancho Mirage. CP Academy will pay for this trip using Mentor Academy grant funds and parent donations. No student will be denied access based on ability to pay. Requested by Kristin Glenchur, Vice Principal, Berkeley High School.

Headlands Institute, Marin, CA, January 21 - 23, 2009

Approve participation of ninety-five (95) fourth and fifth grade students, four (4) teachers and twelve (12) other adults from Emerson Elementary School on a three-day, two-night field trip to the Marin Headlands Institute. The group will depart Emerson Elementary at 9:00 a.m. Wednesday, January 21, and will return at 5:00 p.m. on Friday, January 23, 2009. Students will participate in hands-on science and field work. District buses will provide transportation. Students will sleep in gender specific bunk houses. Emerson P.T.A., parent donations and a Marin Headlands Institute Grant will provide for the total cost of \$23,894. No student will be denied access based on ability to pay. Requested by Susan Hodge, Emerson Principal.

POLICY/CODE

Education Code 35330
Board policy 6153

FISCAL IMPACT

As indicated above.

STAFF RECOMMENDATION

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