

PIEDMONT UNIFIED SCHOOL DISTRICT

ACTION PLAN FOR 2013-14 DISTRICT GOALS

OUR COMMITMENTS as a *public school system*:

- We are committed to cultivate a learning community where students are engaged in their learning, strive for excellence, and are supported to achieve to their fullest potential.
- We are committed to providing a safe, nurturing learning environment where every member of the Piedmont schools feels respected. We strive to increase everyone's sense of inclusion in our community. Our practice of safety and inclusion begins with our policy of prohibiting discrimination on the basis of age, disability, ethnicity, gender, language, marital status, nationality, race, religion, sexual orientation, and socioeconomic status.
- We are committed to foster a comprehensive educational program that equips students to live in a diverse and changing world.
- We are committed to advance the commitments, vision, and goals of our school system by:
 - working collaboratively
 - allocating and effectively managing limited resources

OUR VISION

Our vision for "Shaping Our Future" is rooted in six major themes.

1. Supporting Academic Excellence

By creating a breadth and depth of engaging learning opportunities for all students, continue to inspire, teach, and support students of all levels of learning to: **Implement Common Core State Standards and Smarter Balanced assessment program** acquire mastery of the California content standards; cultivate critical thinking skills; and achieve to one's fullest potential

2. Maximizing Individual Potential

Recognizing that each student has unique passions, motivations, and strengths, help students to individualize their education and achieve to their fullest potential.

3. Developing Resilience

Create a culture of learning in the schools, where students feel safe taking risks, being flexible, innovative, and adaptable, and taking on new challenges. In addition to

following students through assessments and benchmarks, offer social skills development and counseling support, so students are prepared to meet real world challenges in their lives with resilience.

4. Promoting Program Adaptability

With an emphasis on continuous growth and effective communications, reflect on the relevance and effectiveness of educational programs in a rapidly changing world in order to create learning opportunities that are comprehensive, innovative, dynamic, and sustainable.

5. Cultivating A Global Citizenry

Cultivate students to become engaged and responsible citizens in the larger global community.

6. Building K-12 Community

Develop collaborations across groups in the K-12 educational community to stay informed and to participate in the development and maintenance of programs and practices that support the District's commitments, vision, and goals.

GOALS – TACTICS – ACTIVITIES

Following are the Board approved goals that reflect the vision and commitments for the Piedmont District for 2013-14 and into the future. The tactics reflect the key areas of focus for the 2013-14 school year to support the goals. The activities describe how the tactics are put into practice at the implementation level (site and/or District) to support the goals. **The update provides sample Operational Responses that reflect the activities that were actually done throughout the 2013-14 school year to support the Board Goals.**

#1 – Adapt & Improve Educational Program Delivery: Continuously adapt and improve program delivery in collaboration with administration, staff, employee groups, support groups, parents, and the community, so that we can continue to provide a comprehensive educational program for all students that supports academic excellence, maximizes individual potential, and cultivates global citizenship.

Tactics:

1. Visit the strategic planning activity “Shaping Our Future 2.0” in Fall of 2013
 - o Activities:
 - At beginning of school year involve staff in the strategic planning process to provide leadership when bring in broader community to Shaping Our Future.
 - Use information from Shaping Our Future to develop tactics to support the themes generated – new and continued
 - Utilize the Shaping Our Future day and follow up in the development of the Local Control Accountability Plan (LCAP) that is required as part of the Local Control Funding Formula (LCFF) to provide to the State the District plans on how to address the needs of all students, especially those with targeted needs.

Operational Response:

- **October 9, 2013 held Shaping Our Future 2.0 with approximately 70 representatives from stakeholders in the District. Staff, parents and students were represented from each school in the District. The themes were updated and used as the base for the development of the LCAP.**
- **The LCAP was reviewed by the community in June and approved by the Board on June 25, 2014.**

2. Develop long-range plan for the implementation of the Common Core Standards

○ Activities:

- **Utilize the professional development days for professional development activities for administrators, teachers, and paraeducators on the Common Core Standards**
- **Provide opportunities for parent/community education on the Common Core Standards.**

Operational Response:

- **The Parent Clubs and PEF funded an additional professional development day for all staff to receive training in the definition of the Common Core Standards.**
- **Curriculum Forum held six meetings throughout the school year to review the standards for Common Core in the area of mathematics.**
- **Board approved the adoption of Common Core 6, 7 and 8 for the 2014-15 school year. Included alternative pathways for students during transition time from the 1996 standards to the Common Core. Included a commitment to future pathways that include Calculus AB and BC.**
- **Teachers provided up to 8 additional hours of paid time for the development of lessons to reflect the Common Core standards.**
- **Administrators and teachers attended Columbia Teachers College for training in Readers and Writers Workshop for tri-school.**
- **Administrators and teachers attended the Silicon Valley Math Initiative institute and SpringBoard training for Common Core Math implementation.**
- **Established a District Math Task Force (staff and parents) and Math Leadership Team (math staff) for development of the next phase of the implementation pathways for math in high school.**
- **Developed a year-long professional development program for 2014-15 school year.**
- **Restored the position of the Director of Curriculum and Instruction to provide direct support to principals and teachers in the area of curriculum implementation and the new state assessment system. Funded from Common Core State funds and a grant from PEF.**
- **Established the position of Director of Instructional Technology to provide leadership in the area of all digital services for learning and assessment for staff and students. The Director will coordinate with site technology providers to insure equitable and grade-appropriate access for all students across the grade levels.**

3. Review High School Graduation Requirements

o Activities:

- Review scope and sequence of health education delivery (e.g. review the Social Psychology requirement to determine if it meets needs of current students.)
- Coordinate health education course content, Wellness Center services and counseling protocols for comprehensive service model for students.
- Review the semester computer requirement in the context of the needs of today's students and consistency with the approved District Technology Plan and trends that are consistent with Science Technology Engineering Mathematics (STEM), Career Technical Education (CTA), and themes identified in Shaping Our Future 2.0.
- Review the Advanced Placement/Honors program and explore ways to manage the program for students that reduces stress while not disadvantaging students in their college application process.
- Look at scope and sequence for students with the goal of reducing stress during the Junior year (e.g. develop a four-year plan for students)

Operational Response:

- **Adopted the Computer Science Teachers Association Standards for computer science instruction in grades K-12.**
 - **Board approved two additional computer science courses for High School.**
 - **Approved implementation of 1:1 devices for students in grades 9 and 11 for 2014-15.**
 - **Organized the Counseling/Leadership Programs/Wellness Center services to improve delivery of support to students.**
 - **Piloted change in bell schedule for 2014-15 to allow students to start school later, as recommended by health professionals. Bell schedule increases the opportunity for students to take advantage of tutoring time.**
 - **Reviewed Advanced Placement/Honors opportunities in the context of how to reduce stress. PHS instituted an AP/Honors worksheet for students that detailed the required preparation, homework and summer expectations for all AP/Honors courses offered. The conversation will continue in 2014-15.**
 - **Students participated in the Challenge Success Survey to gather data to determine how to best address issues specific to Piedmont. Piedmont High School joined the Stanford University program, Challenge Success, which includes neighboring high-performing schools in development of efforts to address student needs.**
 - **Approved student participation in the State Seal of Biliteracy for seniors that provides recognition for high school graduates who have attained a high level of proficiency in speaking, reading, and writing one or more languages. There were 56 PHS/MHS qualifying students in the graduating class of 2014.**
4. Review discipline policies and practices for compliance with Ed Code, consistency, progressive/other interventions prior to suspension and how suspension is reported on college applications.

Operational Response:

- Policy reviews still in progress – to be continued in 2014-15.
 - New student planners at secondary included the code of conduct and expectations for students.
 - Administrators from PHS/MHS/PMS visited classrooms to provide information in a small group setting as to expectations for behavior and academic integrity.
5. Support efforts to expand opportunities for students to engage in service learning as part of the regular school day and after school/summer.
- Activities:
 - Support teachers in the continuation, and development and implementation of hands-on learning experiences including MHS Camp Arroyo, the site garden programs, AISCE summer program, E-soccer, and service learning at the high school level.
 - Provide professional development to staff as to how to improve student outcomes in the core curriculum areas through service learning and inter-disciplinary projects. Consider implementation of Senior Project as a requirement for all seniors in high school.

Operational Response:

- PHS/MHS students identified social themes and developed projects by grade level to address: environment/stewardship of natural resources; discrimination/social justice; poverty/homelessness; and economic disparity.
- Board approved two additional computer science courses for High School.
- Approved implementation of 1:1 devices for students in grades 6, 9 and 11 for 2014-15.
- Organize the Counseling/Leadership Programs/Wellness Center services to improve delivery of support to students.
- Approved a science course “Physics Alternative Energy Design and Construction” for ninth graders to be implemented in 2014-15. It replaces the current Physical Science class, which is not on the A-G approved list for UC and CSU, with a course that is approved for the “D” requirement for a lab science.

#2 – Support Professional Growth & Instructional Effectiveness: With a focus on supporting student growth through an effective instructional program, work in collaboration with administration and employee groups to enhance evaluation, training, and compensation systems in order to attract and sustain a quality professional staff for all students within budget limitations.

Tactics:

1. Continue to support the implementation of the evaluation tools developed by the joint APT/District Evaluation Committee. Adapt the tools and protocols developed for the evaluation of teachers for the evaluation of administrators.
 - Activities:
 - Develop a handbook for use by teachers and administrators to guide the new

evaluation process implementation.

2. Continue to provide common planning time for teachers/staff to collaborate and form/strengthen Professional Learning Communities as part of the culture.
 - Activities:
 - Provide opportunities for teachers to observe and share successful practices in the delivery of instruction between and within school sites/grade levels.
 - Teachers who have GATE certification will have the opportunity to be differentiation coaches for colleagues.
 - Paraeducators will participate in professional development activities as part of the Common Core professional development days. Paraeducators will continue to participate in professional development opportunities sponsored by the Special Education Local Planning Area (SELPA) of which Piedmont is one of five participating districts (Alameda, Berkeley, Albany, Emery are the other four)
3. Support site and District review mandates:
 - Activities:
 - Develop LCAP as required by the State.
 - Complete credentials-audit by Alameda County to assure compliance.

Operational Response:

- **Implemented second year of evaluation system that included development of coaches for teachers referred to TEAM (Teachers Engaged in Active Mentoring)**
- **Five teachers completed National Board Certification process. Continue to support interest of additional teachers by providing grants for teachers to participate in first phase of process.**
- **Teams of teachers have participated in professional development opportunities over the summer: Departments meet to develop new curriculum aligned with Common Core for new math classes at PMS; and staff participate in Columbia University Teachers College Readers Institute, Silicon Valley Math Institute (SVMI) Coaching Institute, Engage New York Common Core Elementary Math Curriculum Training, and SpringBoard professional development.**
- **Opportunities are planned to continue professional development opportunities throughout 2014-15.**
- **Reinstatement of the position of Director of Curriculum and Instruction to provide the coordination of professional development opportunities with, for and by staff.**
- **Ensure use of digital tools to improve teaching and learning with the coordination of professional development by the Director of Instructional Technology.**
- **Professional Development was provided to all Special Education staff in the area of RtI2 (Response to Instruction and Intervention) in August 2014. This will be scheduled for all staff in 2014-15**
- **The LCAP was developed and approved by the County Office of Education and submitted to the State for approval (expected in September 2014)**
- **Para-professional educators were included in all activities on staff**

development days

- **Audit of credentials was completed with no negative findings for the District**

#3 – Provide a Safe Learning Environment: Provide students with a safe and healthful learning environment where respect, inclusion, resilience, responsible citizenship, self discipline, and personal responsibility are thoughtfully practiced.

Tactics

1. Board Policies and Administrative Regulations reflect the expectations that all students and staff are in a safe and healthful learning environment.
 - Activities:
 - Communicate use guidelines in the Technology Plan as related to “Technology Digital Rights and Responsibilities” to parents, students and staff
 - Provide training to staff on responsibilities related to Digital Citizenship including Social Media
2. Review practices and procedures to reduce stress and increase student healthy behaviors at the secondary level
 - Activities:
 - Review the bell schedules grades 6-12 to start the student day later as recommended by health professionals as better for teenagers. Include coordinating schedules at PMS/PHS/MHS to facilitate the sharing of programs for students and improve the ability to have staff assigned to more than one site.
 - Facilitate meetings with staff and Piedmont Police Department to develop expectations for roles and responsibilities relative to student behaviors at school and at after school activities.
 - Communicate to students and parents expectations (and consequences) for student behavior during school and on weekends especially as it relates to use of alcohol and drugs. Include guidelines for use of social media.
3. Continue to facilitate/strengthen culture of respect, inclusion and diversity education.
 - Activities:
 - Monitor the implementation of Second Step and Welcoming Schools at the three elementary schools with the expectation that there is a tri-school approach at each grade level.
 - PHS/MHS administration to work with all coaches, students and families to increase the culture of respect and high expectations for student athletes.
 - Facilitate meetings with staff and Piedmont Police Department to develop expectations for roles and responsibilities relative to student behaviors at school and at after school activities.
 - Communicate to students and parents expectations (and consequences) for student behavior during school and on weekends especially as it relates to use of alcohol and drugs. Include guidelines for use of social media.
3. Maintain services K-12 to students to support personal responsibility, resiliency and respect.
 - Activities:

- Wellness Center to provide counseling services to students in need, grades 6-12, and coordinate student leadership programs such as Ambassadors, Peer Advisors, and Youth Educators.
- Support the efforts of the Secondary Climate Committee to increase student awareness (PHS/MHS) to understand and reduce at-risk behaviors by providing classroom lessons, assemblies and parent education.
- Follow protocols for dealing immediately with graffiti, bullying, harassment including sexual harassment, and hate motivated incidents.
- Review expectations with all students as to respectful behavior, including an understanding of what constitutes sexual harassment.
- Monitor and reinforce academic integrity expectations.

Operational Response:

- **Director of Instructional Technology reviewed with administrators and teachers the protocols for use of technology in the classroom. As part of the technology plan, extensive reviews of Digital Citizenship with students who will be part of the 1:1 implementation.**
- **At the beginning of the 2014-15 school year, Middle School students will participate in an orientation program for 6th graders called Scot's Camp.**
- **The pilot bell schedule at PHS/MHS provides at least two days a week where students start later in response to research that supports the need for teens to get more sleep.**
- **SchoolMates staff participated in training in the Second Step social emotional curriculum adopted by the tri-school sites to ensure consistency in vocabulary and expectations between school and after-school programs.**
- **All MHS students to participate in a one-day retreat to promote team building and a positive social climate as part of the MHS school culture.**
- **Administrative staff to visit all student classes to review the expectations for student behavior.**
- **Set up meetings with Police Chief to develop opportunities for the Piedmont Police to be a positive presence at the school sites.**

#4 – Cultivate a Dynamic Learning Community: Cultivate a dynamic learning community focused on growth, inquiry, and communications in partnership with employees, parents, students, community members, and organized groups.

Tactics

1. Continue to implement the ideals of the Interest-Based Bargaining approach to all collective bargaining activities for all employees.
 - Activities:
 - The Association of Piedmont Teachers (APT) and California School Employees Association (CSEA) and the Association of Piedmont School Administrators (APSA) have been active collaborators as part of the negotiations process to ensure the delivery of a comprehensive rigorous program for students while maintaining fiscal solvency. As part of the negotiations process for 2013-14 the District remains committed to the priority of maintaining the most highly qualified staff.

- Communicate with parents and community the issues to be addressed as part of the collective bargaining program with adequate time to provide meaningful input.

2. Communication, Communication, Communication

o Activities:

- Continue opportunities for staff, community, parent and student involvement in District operations, including: Site Councils, Budget Advisory Committee, Citizens Oversight Committee, Parcel Tax Advisory Committee, GATE Advisory Council, Curriculum Forum, Parent Education presentations, Parent Clubs and Board Meetings.
- Work with community volunteers in the organization and planning of the Speaker Series presentations.
- Coordinate with Piedmont Educational Foundation inclusion of District information as part of PEF publications that are sent to the entire community.
- Review and update District website to make sure materials are current, accessible and relevant.
- Communicate to all stakeholders the District budget and provide opportunities for as many community members to know and understand the district budget.
- District administrators to participate in community support organizations including Parent Clubs, Piedmont Educational Foundation and City of Piedmont groups.

Operational Response:

- **Successful completion of the negotiation of collective bargaining agreements with Association of Piedmont Teachers (APT) and California State Employees Association (CSEA) through 2017 using Interest Based Bargaining**
- **The PEF/APSCP publication “Spotlight” was delivered to every household in Piedmont; it provided substantive information on the schools and students.**
- **Continued multiple forums for community participation. Over 100 opportunities were scheduled over the course of the year.**
- **Tri-school Parent Education Night: Challenge Success with Denise Pope to review research regarding the effectiveness of homework for elementary students.**
- **To facilitate the discussions about math progressions, a Math Task Force including staff and parents is established to begin meeting in 2014-15.**
- **Increase presence in *The Piedmonter* for coverage of the schools.**
- **Use of coordinated communications tools to deliver information directly to parents in the event of an emergency.**
- **Increase use by parents of the Infinite Campus offerings to communicate with the schools and teachers individually.**

#5 – Develop & Implement a Sustainable Plan to Balance the Budget: Continue to develop and implement a three-year plan to balance the budget in collaboration with administration, employee groups, support groups, parents, and the community, in order to sustain the quality of our educational and instructional programs, and school facilities.

Tactics

1. Develop multi-year budgets as part of the budget development process that allows for

consideration of the variables while maintaining the ability to offer a stable student program that reflects depth and breadth of programs offered by the most highly qualified staff.

- Activities:
 - Provide multi-year budget scenario updates that incorporates the new State funding model, Local Control Funding Formula (LCFF), per prescribed intervals (Interim Reports) and as needed for planning purposes.
 - Attend School Services of California (SSC), California Association of School Business Officials and Alameda County Office workshops/information sessions to remain up to date on variables.
 - Provide opportunities for all stake holders to know and understand the budget.
- 2. Continue partnerships with employee associations and fundraising groups in collaboration with the District to support the K-12 program.
 - Activities:
 - Continue to communicate budget issues with all stakeholders at the Budget Advisory Committee
 - Apply the Interest Based Bargaining approach to negotiations with employee groups
 - Coordinate with the Giving Campaign and Piedmont Educational Foundation and all support groups to maximize funds donated to the District to support the K-12 program.
- 3. Participate in State-wide activities/associations to support California's funding of public schools including facilities.
 - Activities:
 - Meet with local Representatives, Loni Hancock and Nancy Skinner on issues/legislation that relates to school funding.
 - Staff and consultants work with the Office of Public School Construction (OPSC) and the Division of the State Architect (DSA) and the State Allocation Board (SAB) on facilities funding opportunities.

Operational Response:

- **Negotiations included a focus on improving compensation for employees while minimizing long-term obligations to the District for post-employment liabilities.**
- **District Adopted Budget and Local Control Accountability Plan submitted to the County on time and approved.**
- **Include the impact of various factors in preparation of multi-year budget projections to aid the Board in the development of the budget.**
- **Board active in communication with State legislators regarding bills that affect school budgets, such as the bill limiting reserve levels that are allowed in district budgets.**
- **Active Board participation resulting in the revision by the State Legislature of the Civic Center Act to allow facility use charges that incorporate a factor for maintenance.**
- **District staff and Board work more closely with the City of Piedmont staff and Council to better serve our common community.**

Goal #6 – Invest In & Preserve School Facilities & Infrastructure: Develop and implement a plan to ensure the long-term safety, accessibility, usability, and value of school facilities and infrastructure within budget limitations and in collaboration with the City of Piedmont where appropriate.

Tactics

1. Review options for renovation of the Alan Harvey Theater
 - Activities:
 - Staff to review Conceptual Design presented in March 2013 by QKA and present options for implementation of the plan including private fund raising and possible bond for community to consider.
 - Review work and cost estimates for essential work to be done as part of the Modernization Program.
 - Provide Board with information related to bonding capacity and requirements for a possible bond measure to support remodel of the Theater.
2. Implement PUSD Technology Plan for all District Sites.
 - Activities:
 - Review organizational model to include the emphasis on curriculum as primary in the design and delivery of technology needs.
 - Prepare for technology needs connected to the administration of the Smarter Balanced test that is a requirement of the Common Core Standards
 - Continue community engagement with regular District Technology Advisory Committee (DTAC) meetings
 - Develop plan for long term infrastructure needs for the District for parity at all sites.

Operational Response:

- **The Board authorized the placement of a bond measure on the ballot for the community to consider renovation of the Alan Harvey Theater (AHT). This measure was rejected by the electorate in June 2014.**
- **Steering Committee to review use of funds donated expressly for the improvement of AHT in the event the bond measure failed. This includes the replacement of the seats and repair of the stage and roof.**
- **District consultants are meeting with DSA to develop a long-term mitigation plan to address accessibility issues at AHT.**
- **Technology improvements at all sites as needed for the implementation of the new Smarter Balanced assessments required as part of the Common Core Standard adoption and for the use of 1:1 devices by students.**
- **Appointment of Director of Instructional Technology to ensure that implementation of digital services is focused on the needs of students to access the curriculum.**

TO: Board of Education

FROM: Constance Hubbard, Superintendent

SUBJECT: **CERTIFY COMPETENCE OF ADMINISTRATORS
IN THE ASSESSMENT OF CERTIFICATED EMPLOYEES**

I. **SUPPORT INFORMATION**

Instruction/student learning is our priority in supporting our mission/commitment in “developing independent learners who are responsible, competent, and intellectually curious with a strong sense of community” (PUSD Mission Statement). Strong school site administrators play a pivotal role in the life of a school and are essential for successful schools.

All District Administrators are in our fourth year of professional development to support the assessment/evaluation of certificated staff. We are implementing a new evaluation process that was piloted in 2011-12. We are also committed to being in classrooms so that all educational leaders in the District develop a shared understanding of high-quality instruction and how to best support it.

Per Education Code Section 44660-44665, all administrators assigned to evaluate certificated employees must possess certain demonstrated competencies in assessment of employees. The Superintendent has determined that the following administrators have demonstrated competency in the assessment of certificated employees for the 2014-15 school year:

Constance Hubbard	Michael Corritone
Michael Brady	Julie Valdez
Randall Booker	Cheryl Wozniak
Brent Daniels	Carol Cramer
Karyn Shipp	Ryan Fletcher
Anne Dolid	CeCe Lasky
Eric Mapes	Ting Hsu Engelman
GINNA MYERS	Ken Taylor
Stephanie Griffin	

II. **RECOMMENDATION: REVIEW & ACTION**

Approve Superintendent’s certification that all administrators have demonstrated competency in the assessment of certificated employees for the 2014-15 school year

CH/ss

TO: Board of Education

FROM: Constance Hubbard, Superintendent
Michael Brady, Assistant Superintendent, Business Services

SUBJECT: **PUSD MODERNIZATION PROGRAM UPDATE**

I. SUPPORT INFORMATION

After completion of the Seismic Safety Bond Program (including final budget transfers), there was a balance of approximately \$6.1M available for Modernization projects that is accounted for in the State School Facilities Fund (Fund 35). Over the past two years, the Board has approved an estimated \$5.4M in modernization projects. Not all projects have been completed and some construction commitments remain outstanding; however, it is estimated that approximately \$650k remains available for additional work. The Board will need to set priorities for use of the funds that remain after the addressing of some of the Tier 1 projects in progress.

The established priorities for use of Modernization funds are for projects such as roof and pavement repair (work required to protect structures from water intrusion and similar problems), security improvements (including two-way communications systems at each site, fencing, gates and locks where appropriate), shade structures/systems at elementary school sites, and technology upgrades District-wide. Where indicated, Modernization funds were used for projects initially deferred as part of the Seismic Safety Bond Program so as to ensure all seismic projects were completed on time and on budget. The Board determined that the projects highlighted below were the highest ("Tier 1") priority and should be completed as soon as possible.

An update on each project and the amount of Modernization funding used at each site is provided. Improvements to the Alan Harvey Theater (funded through donations) are tracked separately in the Capital Facilities Fund (Fund 40), although Modernization funds were used per Board authorization for design documents and other safety improvements.

Wildwood Elementary School (\$505,897):

- Wildwood Playground project (\$222k – SSBP deferred)
- Wildwood Roofing project (\$154k – SSBP deferred)
- Safety Gates/Fencing/Alarms (\$63k)
- Shade Structure (\$30k)
- Materials/Supplies (\$26k)
- Technology Upgrades (\$11k)

Havens Elementary School (\$80,428):

- Shade Structure/Supplies (\$24k)
- Safety Gates/Fencing/Alarms (\$44k)
- Retaining Wall Investigation (\$12k)

Beach Elementary School (\$554,710):

- Beach Roofing project (\$290k – SSBP deferred)
- Technology Upgrades (\$102k – SSBP deferred)
- Safety Gates/Fencing/Alarms (\$68k)
- Storm Drain/Grading/Ramp work (\$46k)
- Cahill projects outside GMP (\$25k)
- Materials/Supplies/Windows (\$23k)
- Howard Avenue Shade Trees (TBD - \$12k authorized)

Piedmont Middle School (\$1,332,601)

- HVAC Replacement (\$454k)
- Storm Drain Repair/Paving (\$161k)
- Safety Doors/Fencing/Alarms (\$69k)
- Non-Structural Hazards (\$93k)
- Technology Upgrades (\$20k)
- Materials/Supplies/Windows (\$38k)
- 2-Way Communications (\$356k)
- PMS “Learnscape” (\$140k)

Piedmont High School / Millennium High School (\$1,981,827):

- Technology Upgrades (\$986k)
- Alan Harvey Theatre Design/Geotech (\$480k)
- Alan Harvey Pit Filler (\$81k)
- Safety Doors/Locks/Alarms/Signage (\$38k)
- 2-Way Communications (\$341k)
- Paving Repairs/Electronic Gate (\$18k)
- Materials/Supplies/Lights (\$37k)

District-Wide (\$886,110):

- Construction Management (\$328k)
- Safety Locks/Alarms (\$95k)
- Consultants (Communication/Funding) (\$135k)
- Consultants (Architects/Legal/Inspections) (\$87k)
- Materials/Supplies/Misc/Technology (\$52k)
- Flooding Damage Repairs (\$51K)
- Phone System (\$138k)

II. **RECOMMENDATION: REVIEW**

Review and discussion

TO: Board of Education

FROM: Constance Hubbard, Superintendent
Michael Brady, Assistant Superintendent, Business Services

SUBJECT: **ALAN HARVEY THEATER PROJECT REVIEW:**

- **Progress Report on Improvements Supported by Donor Pledges**
- **First of Many Opportunities for Community Input as to Next Steps**

I. SUPPORT INFORMATION

In the aftermath of the June election, questions remain about how the District can address accessibility and life/safety issues in the Alan Harvey Theater. There is recognition that the issues identified in 2006 cannot be fixed without a major capital campaign (bond), though the District still bears the responsibility for addressing the problems identified in AHT. To that end, the District's Modernization Steering Committee (MSC) met to discuss steps that could be acted upon immediately, using State School Facilities funding (Fund 35) and community donations to support the initial work. The MSC also reached consensus in formally recommending that the District develop an action plan outlining measures that can be worked on (in phases) as the District is financially able. A sub-committee of MSC members will help develop a long-term written plan for addressing the accessibility and life/safety issues.

The MSC discussion next focused on how best to allocate \$560,000 in donor contributions for AHT. Individual donors signed *Statements of Donor Intent* stating that if the voters *approved* the June 2014 bond measure to renovate AHT, their donations would be used to help pay for the renovation. The Statements further provided that if the voters *did not approve* the bond measure, donations would be used to help pay for repairs to AHT "including but not limited to repair or replacement of seating, HVAC equipment, and the roof." The MSC discussed how the District might spend the \$560,000 consistent with donor intent, and a list of repair recommendations (and the area of identified need) is provided below, along with cost estimates.

Seat Reconfiguration and Refurbishing (Accessibility/Life Safety): There are both accessibility and life/safety issues with the AHT seats as currently configured. Under federal law, there is inadequate accessible seating and companion seating (in terms of the number and dispersion of accessible seats). Also, because of the lack of a center aisle and cross-aisles, there are concerns about safe egress if there is a fire or other emergency.

District staff reviewed options for removing seats to create space for additional accessible seating as well as creating a center aisle. After consultation with the Division of the State Architect (DSA), the District was told it could at best remove seats in the first and last rows to create more accessible seating and improve traffic flow without triggering more comprehensive work. If the District chose to remove seats to create a center aisle, DSA would interpret this as a change in how the theater is used, triggering a comprehensive renovation to ensure access to the stage and restrooms. Creating front and rear rows to facilitate egress and improve handicapped seating will involve the removal of some 40-50 seats. A contract with American Seating to refurbish 450 seats for \$68,817.05 is on the

Consent Calendar.

Roof Repair (Deferred Maintenance): The Steering Committee recommends that the District repair portions of the AHT roof to protect the interior of the building. The roof does not leak, but there are issues with gutters and downspouts. The budget for roof repairs does not include roof repairs that will need to be made as a result of roof penetration caused by replacement of HVAC ductwork (see next). The proposed roofing repair budget is \$35,000.

Duct Replacement (Deferred Maintenance): The Steering Committee recommends that the District replace crushed HVAC ductwork to ensure proper ventilation. The proposed HVAC ductwork budget (including roof repairs) is \$135,000, although this figure could change if we are not required to rent a crane to hoist the materials into position. The budget includes a 20% contingency for unforeseen conditions.

Stage Floor Resurfacing (Life Safety): The Steering Committee recommends that the District resurface the stage floor, which is gouged, rough and unsafe. The District reviewed the design plans submitted by QKA for a remodeled stage, and in combining QKA cost estimates for a new surface (including a new plywood base) with costs of similar stage surfaces installed in other theaters (based on square footage), the District has revised its cost estimates for this project to approximately \$50,000. The budget includes a 10% contingency for unforeseen conditions.

Screen Replacement (Instructional Program): The Steering Committee recommends that the District replace AHT's motorized LCD projection screen, originally installed in 1977, which is now torn and unusable. The current budget for this item is \$30,000. The District does not yet have cost estimates.

Consultant Services Agreements (Accessibility/Life Safety): The Steering Committee recommends securing the services of murakami/Nelson for architect/engineering work and Vila Construction for construction management fees or other associated costs. The Board is asked to approve contracts (on the consent calendar) for \$25,000 for each consultant, for a total of \$50,000.

The Steering Committee recommends that after these essential repairs are completed, other improvements to the AHT be considered that are consistent with donor intent and are allowed under DSA regulations. Some suggested projects are: reconfiguring/refacing restrooms (\$110K); addition of fire sprinklers below the stage pit filler; added storage to reduce congestion backstage; and repairs to the building's interior. Staff who use the AHT will be consulted as to priorities as part of the process.

The Board looks forward to hearing from the public as part of the process to determine how best to address the issues at AHT. There will be multiple opportunities for sharing of ideas. Proposition 39 bond authorizations can only be brought to the community during even numbered years. The soonest opportunity for a bond consideration to address the District's facilities needs, including AHT, is 2016.

II. **RECOMMENDATION: REVIEW AND DISCUSSION**

The update on the projects in progress is for information. All contracts associated with the work will be presented to the Board for approval. The Board will listen to public input as part of the process to determine next best steps to address needs at Alan Harvey Theater.

PIEDMONT UNIFIED SCHOOL DISTRICT

Council Chambers, City Hall

120 Vista Avenue

Piedmont, California 94611

MINUTES OF

Regular Meeting of the Governing Board

September 10, 2014

CALL TO ORDER	President Andrea Swenson called the meeting of the Board of Education to order at 6:15 p.m.
ESTABLISHMENT OF QUORUM	President Andrea Swenson, Vice President Sarah Pearson and Board Members Amal Smith, Doug Ireland and Rick Raushenbush were present.
Adjourn to Closed Session	The Board adjourned to Closed Session at 6:19 p.m. to discuss: Public Employee Performance Evaluation: Superintendent (Government Code Section 54957))
Others Present in Closed Session	Superintendent Hubbard
Reconvene to Regular Session	President Swenson called the Regular Session of the Board of Education to order at 7:06 p.m. and led the Board and audience in the Pledge of Allegiance.
Others Present at Regular Session	Superintendent Constance Hubbard Michael Brady, Assistant Superintendent, Business Services Randall Booker, Assistant Superintendent, Educational Services
Report of Action Taken in Closed Session	The Board met in closed session and no action was taken
Agenda Adjustment	None
COMMUNICATIONS/ANNOUNCEMENTS	
Association of Piedmont Teachers (APT)	None
CSEA	None
Parent Clubs	Katie Korotzer, President of the PHS Parents' Club and APCP, reported the following: <u>PHS Parents' Club</u> <ul style="list-style-type: none">• Back to School Night is Thursday, Sept. 11 from 7:00-9:00 p.m.• The Parents' Club, ASB and Mr. Mapes have been planning Friday night's Senior Picnic.• Principal Daniels challenged students and community to commit to two random acts of kindness during the week of Sept. 12 in honor of the memory of Christopher Stevens.• A team of PHS students, teachers, administrators and parents is attending the <i>Challenge Success</i> Conference at Stanford on September 26 and 27.• A discussion on the meaning of success for students will be available Sept. 26. Details on the Piedmont Portal (www.piedmontportal.org).• The College & Career Center is open and over 100 college visits are scheduled between September and November.

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Regular Meeting Minutes of
September 10, 2014
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- Community College information night will be October 2.
- The PSAT is being offered to juniors on Oct. 18. Use the link on the PHS bulletin to sign up.
- PHS assemblies on Oct. 7: 9th and 12th graders will attend a Consent Assembly and 10th and 11th graders will attend an assembly on safe driving.
- Parent Club reps are working with teacher Courtney Goen to coordinate service learning with some funding from the Piedmont Appreciating Diversity Committee.
- Work is in progress to grow the after-school study hall into an academic center.

Associated Parents' Clubs of Piedmont:

- The online registration system will remain open all year for parent purchases, donations, etc.
- The Fundraising Office Student Directory will be available soon.
- Daily attendance of students is important in setting the rate for the allocation of State funding.
- APCP is looking for parents to serve on the Budget Advisory Committee and the School Support Tax Subcommittee.
- PHS Boosters Club hosting Highlander Classic this Friday.
- The Wellness Center Fall Festival 5K Run in on Sept. 27 and details can be found on the Piedmont Portal.

Student Representative to Board

Beginning at the next meeting MHS Representative Sean Dickson and PHS Clair O'Connor will attend alternate meetings.

Persons Requesting to Speak on Items Not on the Agenda

None

Superintendent Announcements

None

President Announcements

Alan Harvey Theater will be on the agenda for the Sept. 23rd meeting. Community members are welcome to present constructive feedback and dialogue.

EDUCATIONAL SERVICES REPORT:
SPOTLIGHT ON STUDENT LEARNING
Connected Learning Initiative:
Millennium High School

Millennium High School Students, grades 9-12, were first in piloting the new Connected Learning Initiative, with chromebooks on students' desks on the first day of school. Stephanie Griffin, PUSD Director of Instructional Technology, and Sati Shah, MHS Science Teacher and Technology Coordinator, provided a brief overview of how MHS students and teachers are implementing 1:1 mobile learning during the first few weeks of school.

REVIEW AND ACTION ITEMS

Adopt Resolution 01-2014-15, "Local Reserves Cap"

The Board considered adopting Resolution 01-2014-15. This resolution calls upon the Legislature and the Governor to repeal or substantially change the language contained in Senate Bill 858, which limits the ability of school districts to maintain adequate reserves. Under SB 858 Piedmont would be required to hold no more than 6% in reserves. This reserve limit does not go into effect until the State makes a contribution to the Prop. 98 rainy day fund. This issue will be on the November ballot as Proposition 2.

Imposing this limit preempts governing boards in making decisions they believe best serve their students and runs contrary to the core principles of the Local Control Funding Formula (LCFF), which

ensure that student needs drive allocation of resources.

Ms. Pearson moved to adopt Resolution 01-2014-15, "Local Reserves Cap." Mr. Raushenbush seconded the motion.

The motion passed as follows:

AYES: Swenson, Pearson, Smith, Ireland, Raushenbush
NOES: None
ABSENT: None
ABSTAIN: None

Conduct Public Hearing and Approve 2013-14 Unaudited Actuals Financial Report and Revised 2014-15 District Budget for All Funds Operated by the District: General Fund, Adult Education, Cafeteria, Deferred Maintenance, Capital Facilities, Building, Special Reserve/Noda, and Special Reserve/Parcel Tax and Authorize Appropriate Budget Transfers

The 2014-15 Adopted Budget was approved by the Board on 6/25/14 and brought back for presentation on 8/20/14. Revisions to the Adopted Budget must be approved the Board, and can take place anytime during the year. The most significant change to the Revised 2014-15 Budget is the increase in employer-paid contributions to employee pension plans. The increase is expected to add close to \$1M over the next two years.

There is an increase in actual salaries for staffing for specialized programs, the new business official and long-term sub contracts. The actual costs for employees will be reflected in the first Interim Budget presented in December 2014. The ending fund balance includes a reserve for economic uncertainty of 4%.

The Adult Education Fund is doing well and reflects one-time state revenue from Consortium grant funding. The Cafeteria Fund includes all costs associated with food service as well as a balance for repairs and equipment purchases. The Deferred Maintenance Fund holds money transferred from the General Fund and reserved for deferred maintenance projects expected to be completed in the 2014-15 school year and included in the District's approved maintenance plan. The Building Fund holds the funds for construction projects authorized as part of General Obligation Bonds. There are not GO Bond programs at this time and the fund is empty. The State School Facilities Fund is known as the Modernization Fund and accounts for State funds received for seismic improvements and modernization; it reflects expenditures paid through 6/30/14 and approximately \$600k is available in this fund. The Capital Facilities Fund used to account for facility projects not eligible under the Deferred Maintenance Fund. It includes replacement funds for synthetic turf fields and \$560k in donations for capital improvements for AHT. The Special Reserves Fund accounts for transfers for future use to support parcel tax programs in the final years of Parcel Tax Measure A. There have been no transfers into the fund.

The Board conducted a public hearing on the 2013-14 Unaudited Actuals Financial Report, and there were no public comments.

Mr Ireland moved to approve the 2013-14 Unaudited Actuals Financial Report and the Revised 2014-15 District Budget for all funds operated by the District. Ms. Smith seconded and the motion was approved by a vote of 5-0

Adopt Resolution 02-2014-15, "Authorizing Budget Transfers of Funds"

The Board reviewed Resolution 02-2014-15 authorizing appropriate budget transfers between funds of the District in accordance with Education Code Section 42603.

Ms. Pearson moved to adopt Resolution 02-2014-15, "Authorizing Budget Transfers of Funds." Mr. Raushenbush seconded the motion.

The motion passed as follows:

AYES: Swenson, Pearson, Smith, Ireland, Raushenbush

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September 10, 2014
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NOES: None
ABSENT: None
ABSTAIN: None

Approve Contract for Song Chin-Bendib as Chief Business Officer for Piedmont Unified School District

The Board will be asked to approve a contract with Song Chin-Bendib for the position of Chief Business Officer (CBO). In the process of reorganizing Business Services and Adult Education programs, the District recruited a Chief Business Official to assume the duties associated with all fiscal aspects of District operations and after a rigorous search process is entering into a contract with Ms. Chin-Bendib. It is a common practice of school districts to enter into individual service agreements with senior staff who are not affiliated with any bargaining unit.

Ms. Raushenbush moved to approve the Contract for Song Chin-Bendib as Chief Operating Officer. The motion was seconded by Ms. Smith and the motion was approved by a vote of 5-0.

Review Board Policy on Conflict of Interest Code

The Board is directed by Government Code 87306 to review its Conflict of Interest Code in every even numbered year and to certify to the Clerk of the Alameda County Supervisor's Office that it has been reviewed. The Board was asked to approve a change to the Appendix to include the Business Manager as a designated employee in Category 1. This matter will be brought back to the next Board meeting for approval on the Consent Calendar.

Ms. Smith moved and Mr. Ireland seconded a motion to include the position of Chief Business Officer on the list of designated employees and to bring the policy back on September 23 for approval on the Consent Calendar. The motion was approved by a vote of 5-0.

CORRESPONDENCE

Ms. Smith reported that no correspondence was received.

BOARD REPORTS

Mr. Raushenbush attended the Beach Parents' Organization and the Modernization Steering Committee.

Mr. Ireland attending the Modernization Steering Committee, the Tri-School Site Council and will be participating in the Senior BBQ Friday night. He made site visits to Beach and Wildwood where he saw students engaged in Common Core instruction and activities.

Ms. Smith attended the Tri-School Site Council, the PHS Boosters Club, and the Millennium Site Council and Parents' Club.

Ms. Pearson attended the PMS Back-to School Night, the PMS Learnscape Celebration, the Math Task Force and new member orientation for the Piedmont Educational Foundation.

Ms. Swenson attended a session at Scot's Camp where she got to see chromebooks in action, the PHS Parents; Council, a meeting of citizens about AHT, the Learnscape Celebration, the Math Task Force and the PMS Site Council.

CONSENT CALENDAR

The 8-20-14 Board minutes on the consent calendar were posted on the District website on September 9. The District will try a new format for Board minutes, which will be more concise and focused on Board action. Videos of Board meetings after September 2008 are available for viewing on the City of Piedmont website and video recordings of Board meetings are archived and available through the District Office.

Ms. Pearson moved and Mr. Raushenbush seconded a motion to approve the consent calendar. The motion passed 5-0.

A. Adopt Regular Board Meeting Minutes of August 20, 2014 Board Meeting

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Regular Meeting Minutes of
September 10, 2014
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- B. *Approve Monthly Financial Report of the District for August, 2014
- C. *Approve Warrant List for June 1 – July 31, 2014
- D. *Approve Personnel Action Report
- E. *Conduct Annual Review of Specific Board Policies (Superintendent Hubbard) (requires no action)
Education Code requires that these policies be reviewed annually:
 - Board Policy 5116.1, "Assignment of Piedmont Students to Piedmont Elementary Schools"
 - Board Policy 6145, "Extra and Co-Curricular Activities"
- F. *Adopt Resolution 03-2014-15 "Gann Spending Limit"
The resolution establishes maximum appropriation limitations ("Gann Limit") for public agencies, including school districts.
- G. Approve one Independent Contractor Agreement with Jasman Behavioral Consultation, to provide nonpublic services for one student, effective August 29, 2014 through December 31, 2014, at a total cost not to exceed \$6,300.00. Funding: Special Education
- H. Approve one Independent Contractor Agreement with Maxim Healthcare Systems, to provide nonpublic services for one student, effective August 20, 2014 through June 11, 2015, at a total cost not to exceed \$18,000.00. Funding: Special Education
- I. Approve one Independent Contractor Agreement with Linda Beach Preschool, to provide nonpublic services for one student, effective September 1, 2014 through June 30, 2015, at a total cost not to exceed \$32,250.00. Funding: Special Education
- J. Approve one Independent Contractor Agreement with First American Transit, to provide nonpublic services for one student, effective September 1, 2014 through March 31, 2015, at a total cost not to exceed \$3,996.00. Funding: Special Education
- K. Approve one Independent Service Agreement and one Master Contract with Community Options for Family and Youth, to provide nonpublic services for one student, effective September 1, 2014 through December 31, 2014, at a total cost not to exceed \$2,380.00. Funding: Special Education

FUTURE BOARD AGENDA ITEMS

Future agenda items include a discussion on the Facility Fee Schedule, which will be on the agenda in October or November following an analysis by Ms. Chin-Bendib. Board workshops on Special Education and Facilities/Master Planning are being scheduled.

ADJOURNMENT

The meeting was adjourned at 8:43 p.m.

ANDREA SWENSON
Board President, Piedmont Unified School District
Board of Education

CONSTANCE HUBBARD
Secretary, Piedmont Unified School District
Board of Education

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PIEDMONT UNIFIED SCHOOL DISTRICT

Piedmont, California

September 23, 2014

TO: Members of the Board of Education
FROM: Constance Hubbard, Superintendent
SUBJECT: Personnel Action

SUBJECT TO BOARD APPROVAL

Co-curricular Stipends

Melissa Costello Effective 2014-15 School Year	TEAM Support Coach	PMS
John Hayden Effective 2014-15 School Year	TEAM Support Coach	PHS
Linda Jarvis Effective 2014-15 School Year	Physical Education Dept. Chair	PMS
Karen Keller Effective 2014-15 School Year	TEAM Support Coach	Havens
Anne Tracy Valva Effective 2014-15 School Year	TEAM Support Coach	Beach

Extra Duty Stipends

Karen Bloom Effective 2014-15 School Year	Scots Camp	PMS
Kech Carera Effective 2014-15 School Year	Scots Camp	PMS
Ted Scherman Effective 2014-15 School Year	Scots Camp	PMS
Penelope Sullivan Effective 2014-15 School Year	Scots Camp	PMS

Extra Duty Stipends - Rescinded

Jana Branisa Effective 9/10/14	Webmaster	PHS
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Resignation – Certificated

Anna Katibah Effective 8/30/14	Music Teacher .3 FTE Temporary	Wildwood/ Havens/Beach
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Verification: CalSTRS Retirement System Election (ES0372)

Stephanie Griffin	Director of Instructional Technology	District
ES0372 Effective 7/1/14		

Reassignment: Certificated Correction

Julia Valdez	Director of Special Education	District
Effective 7/1/14	.8 FTE	

Employment: Classified

Julie Rost	Special Ed Para I	Beach
Effective 9/9/2014	1.0 FTE	

Elisa Van Buskrik	Para Educator	Beach
Effective 9/8/2014	.67 FTE	

PIEDMONT UNIFIED SCHOOL DISTRICT

Board Bylaw

BB 9270

CONFLICT OF INTEREST *(Form 700 – Statement of Economic Interest)*

Incompatible Activities

Governing Board members shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the District. (Government Code 1126)

Conflict of Interest Code

The District's conflict of interest code shall be comprised of the terms of California Code of Regulations, Title 2, Section 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a District attachment specifying designated positions and the specific types of disclosure statements required for each position.

Upon direction by the code reviewing body, the Board shall review the District's conflict of interest code in even-numbered years. If no change in the code is required, the District shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the District shall submit an amended code to the code reviewing body. (Government Code 87306.5)

When a change in the District's conflict of interest code is necessitated by changed circumstances such as the creation of new designated positions, amendments or revisions shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

When reviewing and preparing conflict of interest codes, the District shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR 18700)

Statements of economic interests submitted to the District by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction. (Government Code 81008)

Financial Interest

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following: (Government Code 1091.5)

1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty
2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the board
3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091
4. That of a spouse of an officer or employee of the District if his/her spouse's employment or officeholding has existed for at least one year prior to his/her election or appointment
5. That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records
6. That of a noncompensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit board or to which the school Board has legal obligation to give particular consideration, and provided further that such interest is noted in its official records
7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records
8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm

In addition, a Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of

borrower or depositor, debtor or creditor. (Government Code 1091.5)

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child. (Government Code 1091)

A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.

Even if there is no prohibited or remote interest, a Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes the individual's parents, grandparents and great-grandparents, children, grandchildren and great-grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the prevailing gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the District for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the

business, trade or profession is making speeches

2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the District for donation into the general fund without being claimed as a deduction from income for tax purposes

Adopted:	December 12, 2001
Reviewed:	2002
Biennial Review :	September 8, 2004
Biennial Review:	August 23, 2006
Biennial Review:	September 24, 2008 (w/revision)
Biennial Review:	September 14, 2010 (only Exhibit revised)
Biennial Review:	September 10, 2014 (only Appendix revised)

PIEDMONT UNIFIED SCHOOL DISTRICT

Board Bylaws

E 9270

CONFLICT OF INTEREST

Regulations of The Fair Political Practices Commission Title 2, Division 6 of the California Code of Regulations

18730. Provisions of Conflict of Interest Codes

- (a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code 87300. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code 87100, and to other state or local laws pertaining to conflicts of interest.
- (b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

- (1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Code of Regulations, Title 2, Section 18100 et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

- (2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

- (3) Section 4. Statements of Economic Interests: Place of Filing.

The Superintendent shall instruct all designated employees to file their original statements of economic interests (Form 700) with the Administrative Assistant to the Superintendent in the Superintendent's office, as provided in the conflict of interest code. Board members shall file their original statements of economic interests (Form 700) with the Administrative Assistant to the Superintendent in the Superintendent's office, where a copy will be made and the original forwarded to the code reviewing body (County Board of Supervisors), which shall be the filing officer. However, the code reviewing body may provide that the original be filed directly with the code reviewing body and that no copy be retained by the agency. (Government Code Section 87500 (j))

- (4) Section 5. Statements of Economic Interests: Time of Filing.
- (A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.
- (B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.
- (C) Annual Statements. All designated employees shall file statements no later than April 1.
- (D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.
- (5) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he/she did not make, participate in making or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.
- (6) Section 6. Contents of and Period Covered by Statements of Economic Interests.
- (A) Contents of Initial Statements. Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.
- (B) Contents of Assuming Office Statements. Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office.
- (C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year. The period covered by an employee's first annual statement shall begin on the effective date of assuming office.
- (D) Contents of Leaving Office Statements. Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of

leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency. Reporting requirements are included on the prescribed form.

(8) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his/her official position to influence the making of any governmental decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his/her immediate family or on:

- (A) Any business entity in which the designated employee has a direct or indirect investment worth \$1,000 or more;
- (B) Any real property in which the designated employee has a direct or indirect interest worth \$1,000 or more;
- (C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$250 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;
- (D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position or management; or
- (E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$300 or more in value provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his/her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his/her participation legally required for purposes of this section.

(10) Section 10. Manner of Disqualification.

When a designated employee determines that he/she should not make a governmental decision because he/she has a disqualifying interest in it,

the determination not to act must be accompanied by disclosure of the disqualifying interest. In the case of a designated employee who is the head of an agency, this determination and disclosure shall be made in writing to his/her appointing authority; and in the case of other designated employees, this determination and disclosure shall be made in writing to the designated employee's supervisor.

(11) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code 81000-91015. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code 87100 or 87450 has occurred may be set aside as void pursuant to Government Code 91003.

Authority: Government Code 83112

Reference: Government Code 87103(e), 87300-87302, 89501, 89502, 89503

Notes:

1/See Government Code 81010 and the 2 CCR 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

Biennial Review: October 13, 2010 (only Exhibit revised)

Biennial Review: September 10, 2014 (only Appendix revised)

APPENDIX: DESIGNATED POSITIONS/DISCLOSURE CATEGORIES

It has been determined that persons occupying the following positions manage public investments and shall file a full statement of economic interests pursuant to Government Code 87200:

Governing Board Members
Superintendent of Schools
Chief Business Official

1. Persons occupying the following positions are designated employees in Category 1:

Assistant Superintendent
Purchasing Agent

Designated persons in this category must report:

- a. Interests in real property located entirely or partly within District boundaries, or within two miles of District boundaries or of any land owned or used by the District. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- b. Investments or business positions in or income from sources which:
 - (1) Are engaged in the acquisition or disposal of real property within the District
 - (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the District or
 - (3) Manufacture or sell supplies, books, machinery or equipment of the type used by the District

2. Persons occupying the following positions are designated employees in Category 2:

Director
Principal
Assistant Principal
Maintenance and Operations Director
Program Coordinator
Project Specialist

Designated persons in this category must report investments or business positions in or income from sources which:

- a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or
- b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

3. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the District, makes a governmental decision whether to: (2 CCR 18701)

- a. Approve a rate, rule or regulation
- b. Adopt or enforce a law
- c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement
- d. Authorize the District to enter into, modify or renew a contract that requires District approval
- e. Grant District approval to a contract or contract specifications which requires District approval and in which the District is a party
- f. Grant District approval to a plan, design, report, study or similar item
- g. Adopt or grant District approval of District policies, standards or guidelines

A consultant is also an individual who, pursuant to a contract with the District, serves in a staff capacity with the District and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the District that would otherwise be performed by an individual holding a position specified in the District's Conflict of Interest Code. (2 CCR 18701)

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices

35233 Prohibitions applicable to members of governing boards

GOVERNMENT CODE

1090-1098 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91015 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition of designated employee

82028 Definition of gifts

82030 Definition of income

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts

91000-91014 Enforcement

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission

COURT DECISIONS

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th. 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

Management Resources:

WEB SITES

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Adopted: December 12, 2001

Reviewed: 2002

Biennial Review : September 8, 2004

Biennial Review: August 23, 2006

Biennial Review: September 24, 2008 (w/revision)

Biennial Review: October 13, 2010 (revision only to Exhibit)

Biennial Review: September 10, 2014 (revision only to Appendix)



Field Trip Request

(Overnight and/or Out-of-State/Foreign Field Trips must be approved by the Board)

Instructor/Advisor/Coach: Joe Piazza # of Students: 40 to 45

School: Piedmont High School Grade/Class: 9th - 12th, Acappella

Destination: New York City Depart Date: 3/19/15, Thu Return Date: 3/23/15, Mon
Depart Time: Evening Return Time: Afternoon

Describe the objectives of the proposed activity and how they relate to the course/grade/program

Acappella students would attend the NYC National Choral Festival; guest conductor Anton Armstrong (One of the top choral conductor's in the U.S.) We would fly the "Red Eye" on Thursday evening and come home Monday afternoon.

Transportation: Private Vehicle(s) Rental Vehicle(s) Bus(es) Walking Flight

Cost:

Substitute Coverage Needed (Teachers ... please use AESOP to record absence after approval)

Estimated Cost: \$ 2,100.00 Funding Source: Parent Donations
Transportation/Lodging/Meals

Additional Information Needed Once Approved:

- PUSD Field Trip: Permission/Waiver/Accident Form (for each student)
- PUSD Field Trip: Itinerary Form
- PUSD Field Trip: Personal Vehicle Use Form (if using private vehicle(s) - for each driver)
- PUSD Field Trip: Staff Notification and Student Roster Form
- PUSD Field Trip: Out-of-state/Foreign Travel Agreement (only if traveling out-of-state)
- PUSD Field Trip: Medical Information Form (for each student needing medication)
- PUSD Volunteer Clearance Form (for each adult volunteer)

Approval:

But AJ
Principal

Governing Board (Overnight/Out-of State only)

9-9-11
Date

Date



Field Trip Request

(Overnight and/or Out-of-State/Foreign Field Trips must be approved by the Board)

Instructor/Advisor/Coach: Sara Plowman # of Students: 11

School: Piedmont High School Grade/Class: Homebase

Destination: Angel Island, SF Depart Date: 10/15/14 Return Date: 10/17/14
Depart Time: 9 am Return Time: 3 pm

Describe the objectives of the proposed activity and how they relate to the course/grade/program

Integrate US History and English curriculum into outdoor learning activities. Increase cohesiveness/bonding/social skills of class.

Transportation: Private Vehicle(s) Rental Vehicle(s) Bus(es) Walking Flight

Cost:

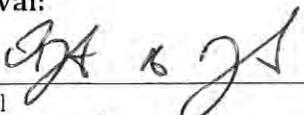
Substitute Coverage Needed (Teachers ... please use AESOP to record absence after approval)

Estimated Cost: \$ 400.00 Funding Source: Private/Donations
Transportation/Lodging/Meals

Additional Information Needed Once Approved:

- PUSD Field Trip: Permission/Waiver/Accident Form (for each student)
- PUSD Field Trip: Itinerary Form
- PUSD Field Trip: Personal Vehicle Use Form (if using private vehicle(s) - for each driver)
- PUSD Field Trip: Staff Notification and Student Roster Form
- PUSD Field Trip: Out-of-state/Foreign Travel Agreement (only if traveling out-of-state)
- PUSD Field Trip: Medical Information Form (for each student needing medication)
- PUSD Volunteer Clearance Form (for each adult volunteer)

Approval:


Principal

Governing Board (Overnight/Out-of State only)

9/16/14
Date

Date



Field Trip Request

(Overnight and/or Out-of-State/Foreign Field Trips must be approved by the Board)

Instructor/Advisor/Coach: Jeanine Holmlund (xc coach) # of Students: 25

School: Piedmont High School Grade/Class: 9 thru 12

Destination: Fresno, CA Depart Date: 10/10/14 Return Date: 10/11/14
Depart Time: 3:15 PM Return Time: 6:00 PM

Describe the objectives of the proposed activity and how they relate to the course/grade/program
Student-athletes on Cross Country will be competing in the Clovis International XC Meet. This meet is on the historic States course in Fresno. This is a competitive race with great exposure for our student-athletes and PHS. For some of our student-athletes, this will be a preview of the course used for the state competition in November. For others, it will be inspiration to work hard to qualify for state.

Transportation: Private Vehicle(s) Rental Vehicle(s) Bus(es) Walking Flight

Cost:

Substitute Coverage Needed (Teachers ... please use AESOP to record absence after approval)

Estimated Cost: \$ 3,785 Funding Source: Team funds
Transportation/Lodging/Meals

Additional Information Needed Once Approved:

- PUSD Field Trip: Permission/Waiver/Accident Form (for each student)
- PUSD Field Trip: Itinerary Form
- PUSD Field Trip: Personal Vehicle Use Form (if using private vehicle(s) – for each driver)
- PUSD Field Trip: Staff Notification and Student Roster Form
- PUSD Field Trip: Out-of-state/Foreign Travel Agreement (only if traveling out-of-state)
- PUSD Field Trip: Medical Information Form (for each student needing medication)
- PUSD Volunteer Clearance Form (for each adult volunteer)

Approval:

Principal

9/18/14
Date

Governing Board (Overnight/Out-of State only)

Date



Field Trip Request

(Overnight and/or Out-of-State/Foreign Field Trips must be approved by the Board)

Instructor/Advisor/Coach: Jeanine Holmlund (xc coach) # of Students: 30

School: Piedmont High School Grade/Class: 9 thru 12

Destination: Mt. Sac Meet - Walnut, CA Depart Date: 10/24/14 Return Date: 10/25/14
Depart Time: 6:00 AM Return Time: 6:00 AM

Describe the objectives of the proposed activity and how they relate to the course/grade/program
Student-athletes on Cross Country will be competing in the Mt. Sac Cross Country Meet, a highly competitive meet providing the student-athletes and PHS statewide exposure. The meet will be over in the late afternoon. The team will then travel to an amusement park for team bonding. The team will bus home through the night (night of 10/24) as opposed to staying in hotel rooms. The team will be home Saturday morning 10/25.

Transportation: Private Vehicle(s) Rental Vehicle(s) Bus(es) Walking Flight

Cost:

Substitute Coverage Needed (Teachers ... please use AESOP to record absence after approval)

Estimated Cost: \$ 4,440 Funding Source: Student donation / team funds
Transportation/Lodging/Meals

Additional Information Needed Once Approved:

- PUSD Field Trip: Permission/Waiver/Accident Form (for each student)
- PUSD Field Trip: Itinerary Form
- PUSD Field Trip: Personal Vehicle Use Form (if using private vehicle(s) – for each driver)
- PUSD Field Trip: Staff Notification and Student Roster Form
- PUSD Field Trip: Out-of-state/Foreign Travel Agreement (only if traveling out-of-state)
- PUSD Field Trip: Medical Information Form (for each student needing medication)
- PUSD Volunteer Clearance Form (for each adult volunteer)

Approval:

Principal

9/19/14
Date

Governing Board (Overnight/Out-of State only)

Date

**Contra Costa County Office of Education
BTSA Induction Program and
Piedmont Unified School District**

**MEMORANDUM OF UNDERSTANDING (MOU)/CONTRACT
for the CCCOE BTSA Induction Program**

July 1, 2014 – June 30, 2015

This is a Memorandum of Understanding (MOU) between the Contra Costa County Office of Education (CCCOE) BTSA Induction Program and the Piedmont Unified School District, in partnership to carry out the Beginning Teacher Support and Assessment (BTSA) Induction Program and guidelines of SB 2042. The purpose of this MOU is to establish a formal working relationship between the CCCOE and the Piedmont Unified School District and to set forth the operative conditions that will govern this partnership.

The goal of this partnership is to increase student achievement through the implementation of a quality teacher induction program, while nurturing the growth and development of participating teachers in the Piedmont Unified School District in a sustained and systemic manner.

The partnership will assess itself biannually, based on the agreed-upon outcomes. It is expected that measurable progress will be demonstrated in order to continue the partnership. Assuming that the partnership demonstrates measurable progress, and receives continued funding, the partnership will be maintained for as long as both parties agree.

ANTICIPATED OUTCOMES OF THIS AGREEMENT:

- The CCCOE will partner with the Piedmont Unified School District in conducting an induction program to support first and second year new teachers that meets all state requirements for BTSA Induction programs and will integrate the program design as outlined in this MOU.
- The Piedmont Unified School District will create a cadre of experienced new teacher support mentors. These support mentors will possess a high level of training and leadership ability and will contribute to the Piedmont Unified School District as instructional leaders.
- The Piedmont Unified School District's teacher evaluation and professional development programs will reflect the *California Standards for the Teaching Profession (CSTP)*.
- The Piedmont Unified School District will fully implement the program design incorporating all the necessary support and resources to ensure that participating teachers have every opportunity to successfully complete the induction program to receive their professional credential.

THE CCCOE BTSA INDUCTION PROGRAM AGREES TO:

1. Provide a BTSA Induction Coordinator who fulfills the roles and responsibilities outlined in the Induction Program Handbook.
2. Consult with the Piedmont Unified School District (including administration, teacher representatives and other stakeholders) in reviewing the district's needs and resources in relation to new teacher induction.
3. Consult with the Piedmont Unified School District in *developing* and/or revising program design and interfacing with the CA Commission on Teacher Credentialing to support participating teachers to receive a Professional Clear Credential.
4. Assist the Piedmont Unified School District in the recruitment and selection of new teacher mentors according to the Induction Program selection and hiring guidelines.
5. Work with the Piedmont Unified School District and its other partners to insure that its efforts are coordinated with and complementary to other school improvement initiatives.
6. Provide ongoing training and coaching to mentors, four and one half days of initial training (*Foundations in Instructional Mentoring, Coaching and Observation Skills, Analyzing Student Work and Inquiry into Practice*). Provide three full days of advanced coaching skills focused on coaching for English Language Learners, Diversity and Equity and Coaching for Special Populations' Success.
7. Assist the Piedmont Unified School District in the design and delivery of seminars for participating teachers insuring that those seminars are rigorous, tied to the CSTP and to content-based, research-based, and grade-level specific approaches to instruction in academic content areas. The seminars are also designed to assist teachers in using technology to support student learning, supporting equity, diversity and access to core curriculum, creating a supportive and healthy environment for student learning, and teaching English Learners and Special Populations of students.
8. Consult with the Piedmont Unified School District in the design of teacher recruitment and professional development programs.
9. Train district office management, human resources leaders, site administrators and other stakeholders in new teacher support and the CSTP.
10. Facilitate a network of Induction Program school districts in support of teacher induction programs.
11. Provide new teachers with networking and professional development opportunities within the Alameda and Contra Costa regions.
12. Provide the training programs, materials and publications to support the above.
13. Facilitate research and evaluation activities in order to inform the partnership.
14. Provide a linkage for state and local BTSA/Induction Programs and fulfill state requirements for an Induction Program.

15. Allocate in two funding payments the sum of \$2,000 (anticipated level of funding for 2014-2015) per participating teacher for purposes of implementing the BTSA Induction Program. An allocation sheet will be provided with the contract in December indicating the final total amount of funding for the 2014-2015 school year, and how those funds may be used. Districts may invoice for half of the allocation in January 2015 and the final half by June 30, 2015.

PIEDMONT UNIFIED SCHOOL DISTRICT AGREES TO:

1. Designate a district coordinator (who holds an administrative position) and a liaison. The coordinator and liaison will represent the district at all Leadership Team meetings and facilitate an orientation, new teacher portfolio mid-year review, and end of the year colloquium in their district.
2. Identify and notify teachers that qualify for participation in the CCCOE BTSA Induction Program.
3. Support each qualified BTSA Induction new teacher with a trained mentor.
4. Insure that the Piedmont Unified School District's new teacher support program includes the following elements or the equivalent:
 - Weekly site visits by mentors
 - Deliberately designed coaching activities congruent with the *CSTP* and the *Developmental Continuum of Teacher Ability*
 - A focus on grade-level and content-specific approaches to raising student achievement
 - An Individual Learning Plan for each participating teacher
 - Ongoing formative assessment of participating teacher development
 - The use of multiple data sources, including professional portfolios and teacher and student case studies, as formative assessment and professional development tools.
5. Insure full cooperation and participation of its teachers in program activities to include:
 - Trainings for mentors
 - Attendance at three mentor seminars per year
 - Individual coaching of mentors and other program-related personnel
 - Trainings and meetings for district office administrators and site administrators
 - Professional development for participating teachers
 - On-line communication and coordination
6. Insure that all participating teachers and all district leaders in the following roles sign the appropriate program commitment form: district coordinator, district liaison, site administrator, and mentor.
7. Take full advantage of CCCOE consulting expertise in the design of professional development, formative assessment, and teacher evaluation strategies
8. Conduct and participate in program evaluation and research activities, to include the Induction Program mid-year survey, and the state induction survey.
9. Provide professional and other resources required for program implementation beyond those provided by the Induction Program. The Piedmont Unified School District may direct PAR and other funding sources to support the BTSA Induction program.

10. Take budgetary and organizational action to insure that the program of new teacher support is sustained. Submit a detailed BTSA Induction budget by **June 30, 2015** indicating expenditures for grant funds.

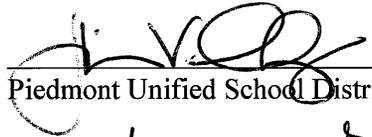
➤ **Hold harmless:** Both parties agree to indemnify, defend, and save harmless the other from any and all claims and losses resulting from the action of either organization's employees for any activity undertaken in this contract.

➤ **Termination:**

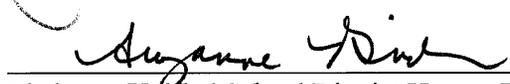
- ❑ In the event that either party does not fulfill the terms of this agreement in a timely manner, the other party may terminate this agreement with a 30-day written notice to the breaching party.
- ❑ In the event that either party determines this agreement is no longer to be bound by the terms, termination may be made with a 30-day prior notice to the date of termination.

SIGNATURES OF AGREEMENT:

Piedmont Unified School District Superintendent



Piedmont Unified School District BTSA Coordinator



Piedmont Unified School District Human Resources Representative

Piedmont Unified School District Bargaining Unit Representative

Pamela Comfort, Ed.D.
Associate Superintendent, CCCOE Educational Services

Bill Clark, Associate Superintendent, CCCOE Business and
Administrative Services

Date

9/11/14

Date

9/11/14

Date

Date

Date

Date

Return all signed copies by October 24, 2014 to:
Debra Sioui, CCCOE BTSA Induction Program Coordinator
77 Santa Barbara Road
Pleasant Hill, CA 94523

Distribution: (Original) CCCOE BTSA Office
(Copy) District Office



**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
PIEDMONT UNIFIED SCHOOL DISTRICT**

THIS AFFILIATION AGREEMENT is made and entered into this first day of October, 2014, by and between The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, San Francisco, SCHOOL OF NURSING (hereafter "SCHOOL"), and PIEDMONT UNIFIED SCHOOL DISTRICT, a Public School District (hereafter "AFFILIATE"), with reference to the following facts:

WITNESSETH:

WHEREAS, SCHOOL conducts approved and accredited nursing educational programs for undergraduate and graduate nursing students (hereafter collectively referred to as "STUDENTS") and desires access to facilities in which its STUDENTS can obtain broader clinical learning experiences; and

WHEREAS, AFFILIATE maintains facilities which can be used to furnish clinical learning experiences to STUDENTS and desires to have said facilities so used; and

WHEREAS, the Board of Registered Nursing ("BRN") and the Commission on Collegiate Nursing Education ("CCNE") establish and oversee the requirements for the education of nursing students; and

WHEREAS, it is in the mutual interest and benefit of the parties that STUDENTS obtain their clinical experience at AFFILIATE's facilities in accordance with the requirements of BRN and CCNE (hereinafter collectively referred to as "ACCREDITATION ORGANIZATIONS");

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. RESPONSIBILITIES OF SCHOOL. SCHOOL agrees that it shall:

A. Establish the educational goals and objectives of its clinical experience programs in a manner consistent with the standards and requirements set forth by SCHOOL and the applicable ACCREDITATION ORGANIZATIONS. Such goals and objectives shall reflect SCHOOL's commitment to providing the highest quality in education and training programs to STUDENTS. A list of SCHOOL's educational program(s) that are covered by this Agreement is attached hereto and incorporated herein as **Exhibit 1**.

B. Ensure that its clinical experience programs provide appropriate supervision for all STUDENTS, as well as a schedule and work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of STUDENTS, and the applicable requirements of the ACCREDITATION ORGANIZATION.

C. Recruit and select STUDENTS who are appropriately credentialed, licensed, or otherwise authorized to participate in SCHOOL clinical experience program(s) which are the subject of this Agreement (hereafter collectively referred to as “Program”).

D. For each SCHOOL clinical experience program provided for under this Agreement, SCHOOL shall designate a member of SCHOOL’s faculty to provide coordination, oversight and direction of STUDENTS' educational activities and assignments while at AFFILIATE’s facilities (hereafter “Program Director(s)” or “SCHOOL’s Program Director(s)”). The Program Director(s) shall also act as liaison(s) with AFFILIATE.

E. Cooperate with AFFILIATE in coordinating and reviewing work schedules of STUDENTS while at AFFILIATE. The parties agree that such schedules shall reflect SCHOOL’s educational mission and shall not be compromised by the reliance on STUDENTS to fulfill institutional service obligations.

F. Ensure, in cooperation with AFFILIATE, that STUDENTS assume progressively increasing responsibility according to their levels of education, ability, and experience. SCHOOL shall determine the appropriate level of responsibility accorded to each STUDENT.

G. Provide the names of STUDENTS and their assignments to AFFILIATE sufficiently in advance to allow for convenient planning of schedules.

H. Develop and implement a mechanism for determining evaluation of the performance of STUDENTS to include, where appropriate, input from AFFILIATE.

I. Maintain records and reports concerning the education of STUDENTS and of STUDENTS' time spent in the various educational activities referred to in this Agreement, as may be required by SCHOOL, ACCREDITATION ORGANIZATIONS and/or for compliance with the regulations, guidelines, and policies of third-party payors.

J. Require assigned STUDENTS to:

1. Comply with: AFFILIATE’s applicable Medical Staff Bylaws & Rules and Regulations; AFFILIATE’s policies, procedures and guidelines; state and federal laws and regulations; the standards and regulations of The Joint Commission (“TJC”) and the ACCREDITATION ORGANIZATIONS; and the ethical standards of the American Nurses’ Association;

2. Participate, to the extent scheduled or otherwise requested by AFFILIATE and approved by SCHOOL, in activities and assignments that are of educational value and that are appropriate to the course and scope of SCHOOL’s Program, consistent with the requirements of the applicable ACCREDITATION ORGANIZATIONS;

3. Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities of AFFILIATE designed to identify, evaluate and reduce risk of patient injury;

4. Cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care STUDENTS participate, on forms provided by the AFFILIATE. The medical record shall, at all times, remain the property of the AFFILIATE.

5. Submit to SCHOOL the following:
 - a. Proof of immunization or positive serology (titer) for rubella, measles, mumps, and varicella;
 - b. Evidence of Hepatitis B either positive antibody titers or immunization;
 - c. Annual proof of negative tuberculosis testing by PPD skin test. Any STUDENT who has a positive PPD skin test will be required to provide SCHOOL with evidence of a negative chest x-ray report taken within one (1) year of his/her initial date of participation in the Program.

Upon AFFILIATE request, SCHOOL will inform each STUDENT to submit copies of said documentation to AFFILIATE.

K. Upon request, provide AFFILIATE with a copy of SCHOOL's corporate compliance program and UCSF Campus Code of Conduct (see <http://compliance.ucsf.edu/>) and assign a SCHOOL representative to work with AFFILIATE regarding any corporate compliance issues. AFFILIATE acknowledges and agrees that all SCHOOL faculty and STUDENTS must comply with the requirements of SCHOOL's corporate compliance program.

II. RESPONSIBILITIES OF AFFILIATE. AFFILIATE agrees that it shall:

A. Maintain adequate staff, facilities, and SCHOOL faculty at AFFILIATE locations covered by this Agreement to meet the educational goals and objectives of the SCHOOL's Program, and in a manner consistent with the standards and requirements established by SCHOOL and the applicable ACCREDITATION ORGANIZATIONS. A list of AFFILIATE's sites(s) that are provided for under this Agreement is attached hereto and incorporated herein as **Exhibit 2**.

B. Structure supervisory schedules at AFFILIATE's facilities in a manner that assures the Program Director that adequate faculty supervision is readily available to STUDENTS.

C. Provide services and develop systems to minimize the work of STUDENTS that is extraneous to their educational program(s).

D. Ensure that AFFILIATE clinicians who are supervising STUDENTS at AFFILIATE facilities are duly appointed as AFFILIATE employees, and are appropriately credentialed in compliance with applicable ACCREDITATION ORGANIZATION standards. Supervisory clinicians at AFFILIATE's facilities who supervise and manage STUDENTS' work shall do so under the ultimate direction of the School's Program Director(s).

E. Cooperate with SCHOOL to ensure that STUDENTS assume progressively increasing and appropriate responsibility in accordance with their levels of education, ability, and experience.

F. Conduct formal quality assurance programs and review patient complications and deaths as follows:

1. All STUDENTS shall receive instruction in appropriate quality assurance/performance improvement. To the extent possible and in conformance with state law, STUDENTS shall participate in appropriate components of AFFILIATE's quality assurance/performance improvement program.

2. AFFILIATE shall have a medical records system that assures the availability of medical records at all times and documents the course of each patient's illness and care. The medical records system must be adequate to support the education of STUDENTS and quality-assurance/performance improvement activities, and to provide a resource for scholarly activity.

G. Designate, in consultation with SCHOOL, an employee of AFFILIATE to coordinate STUDENTS' schedules and activities while at AFFILIATE's sites (hereafter "Site Director(s)"). The Site Director(s) shall also act as liaison(s) with SCHOOL. Upon execution of this Agreement, the name(s) of AFFILIATE's Site Director(s) shall be provided to SCHOOL's Program Director(s).

H. Implement schedules for STUDENTS in conjunction with SCHOOL's Program Director and in accordance with SCHOOL's educational goals and objectives and the applicable requirements of the Program and ACCREDITATION ORGANIZATIONS.

I. Protect the health and safety of STUDENTS on rotation at AFFILIATE's facilities by providing each STUDENT with the following:

1. Orientation of the type and scope provided by AFFILIATE to its new employees, including, but not limited to, information about AFFILIATE's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;

2. Instruction in AFFILIATE's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in AFFILIATE's protocols for on-the-job injuries including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants;

3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of STUDENT in the event of a needlestick injury to or other exposure of STUDENT to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immunodeficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. The initial care and administration of testing and prophylactic therapy shall be paid for by AFFILIATE. Subsequent care shall be paid for pursuant to the mutual agreement of the parties; and

J. Maintain its license as a medical facility and comply with all applicable laws, regulations, TJC, and ACCREDITATION ORGANIZATION requirements. AFFILIATE shall notify SCHOOL within five days of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations, TJC and/or ACCREDITATION ORGANIZATION requirements.

K. Permit inspection of its clinical and related facilities by individuals charged with the responsibility for accreditation of SCHOOL and/or its educational programs.

L. With respect to any professional services performed by STUDENTS under this Agreement, AFFILIATE shall notify SCHOOL and its Program Director(s) as follows:

1. Immediately upon initiation of an investigation of a STUDENT or SCHOOL faculty member.

2. Within five days after receipt of service of a complaint, summons or notice of a claim naming a STUDENT or SCHOOL faculty member.

3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a SCHOOL faculty member or STUDENT has been named or in which a settlement is being proposed on their behalf; or

4. Prior to making a report to the National Data Bank or the California Board of Registered Nursing in which a SCHOOL faculty member or STUDENT is named.

M. Provide adequate patient support services in a manner appropriate to and consistent with educational objectives and patient care.

N. Cooperate with and assist SCHOOL in investigating facts which may serve as a basis for taking any disciplinary or academic action against a STUDENT, SCHOOL faculty member and/or SCHOOL employee. SCHOOL shall be responsible for the discipline of STUDENTS, SCHOOL faculty members and/or SCHOOL employees in accordance with SCHOOL's applicable policies and procedures. SCHOOL may, but need not, consult with AFFILIATE concerning any proposed disciplinary action. AFFILIATE agrees to abide by SCHOOL's recommended disciplinary action.

Notwithstanding the foregoing, AFFILIATE shall have the right, for good cause and after consultation with SCHOOL, to prohibit further attendance at AFFILIATE of any STUDENT; provided, however, that AFFILIATE will not take any action against STUDENTS in an arbitrary or capricious manner. Upon such termination, SCHOOL will use its best efforts to replace the terminated STUDENT with another STUDENT as soon as possible.

O. AFFILIATE shall provide SCHOOL with a copy of AFFILIATE's corporate compliance program or any such plan or program that describes AFFILIATE's plan for ensuring ethical and legal compliance with all federal and state laws. AFFILIATE shall not require any SCHOOL faculty or STUDENT to conduct his/her professional behavior in a manner that would contradict the requirements of SCHOOL's corporate compliance program.

III. COMPENSATION.

Execution of this Agreement shall not be construed to guarantee, set guidelines for or govern any agreements between the parties regarding compensation to SCHOOL, including compensation intended to reimburse SCHOOL for the costs it incurs in connection with STUDENTS' salaries, benefits, and/or other administrative expenses. Any and all financial consideration between SCHOOL and AFFILIATE shall be the subject of a separate written agreement, signed by both parties and approved in accordance with each party's applicable policies and procedures.

IV. INDEPENDENT CONTRACTOR.

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between SCHOOL and AFFILIATE hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither SCHOOL nor AFFILIATE hereto, nor any of their respective officers, directors, STUDENTS or employees shall be construed to be the agent, employee or representative of the other.

SCHOOL and AFFILIATE agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and Local income taxes and of any and all other taxes, charges and levies; and shall comply with all applicable Federal, State, and Local laws and regulations.

V. STATUS OF STUDENTS.

A. During the period in which a STUDENT is assigned to the AFFILIATE, the STUDENT shall be under the ultimate direction and control of the SCHOOL's Program Director or, in the Program Director's absence, his/her designee(s).

B. It is expressly agreed and understood by SCHOOL and AFFILIATE that STUDENTS are present at the AFFILIATE's facilities to participate in activities and assignments that are of educational value to STUDENTS, and that are appropriate to the course and scope of SCHOOL's Program and consistent with applicable Program and ACCREDITATION ORGANIZATION requirements.

C. SCHOOL and AFFILIATE shall ensure that STUDENTS have the opportunity to submit to the SCHOOL's Program Director, at least annually, confidential written evaluations of supervisory faculty and of their educational experiences while at AFFILIATE's facilities.

VI. ASSIGNMENT OF STUDENTS.

Commencing on the date set forth in Article X. Term, and subject to the provisions in Section II above, SCHOOL may assign STUDENTS for rotation at AFFILIATE sites.

VII. USE OF NAME.

The parties agree that any use of the "UCSF," or the "University of California" name or other similar references to the University of California San Francisco, its physicians or facilities, shall be subject to the prior written approval of the Regents of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000.

VIII. PROFESSIONAL AND ADMINISTRATIVE RESPONSIBILITY.

Pursuant to Title 22, Section 70713 of the California Code of Regulations, and to the extent permitted by law and not inconsistent with other provisions of this Agreement, AFFILIATE shall retain professional and administrative responsibility for the services rendered to its patients.

IX. DISCRIMINATION - PROHIBITION.

SCHOOL and AFFILIATE agree not to engage in unlawful discrimination against or harassment of any STUDENT pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran, within the limits imposed by applicable state and federal laws and SCHOOL policies.

X. TERM.

The term of this Agreement shall commence on the first day of October, 2014, and shall continue in effect for five (5) years, through September 30, 2019, or until earlier terminated. Upon expiration of the original term, the Agreement shall be automatically extended for one (1) additional five (5) year period through September 30, 2024; provided, however, during the subsequent five year term, either party

may reopen this Agreement for negotiations by giving thirty (30) days written notice thereof to the other party pursuant to Section XXVII.

XI. TERMINATION.

A. Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the STUDENTS' rotation, whichever is greater.

B. Termination For Cause. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party.

XII. INSURANCE.

A. AFFILIATE, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. Professional Medical, and Hospital Liability Insurance with financially-sound and reputable companies with minimum limits of two million dollars (\$2,000,000) per occurrence and a general aggregate of five million dollars (5,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then the AFFILIATE shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) \$1,000,000 each occurrence; (2) \$1,000,000 Personal and Advertising Injury; and (3) \$2,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Insurance in a form and amount covering AFFILIATE's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section XII.A.1 and 2 shall not in any way limit the liability of AFFILIATE.

The coverages referred to under paragraph 2 of this Section XII.A. shall be endorsed to include SCHOOL as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of AFFILIATE, its officers, agents, and/or employees. AFFILIATE, upon the execution of this Agreement, shall furnish SCHOOL with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to SCHOOL of any modification, change or cancellation of any of the above insurance coverages.

B. SCHOOL shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Professional Medical, and Hospital Liability Insurance with financially-sound and reputable companies with minimum limits of two million dollars (\$2,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then SCHOOL shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) \$1,000,000 each occurrence; (2) \$1,000,000 Personal and Advertising Injury; and (3) \$2,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Self-Insurance Program covering SCHOOL's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section XII.B.1 and 2 shall not in any way limit the liability of SCHOOL.

The coverages referred to under paragraph 2 of this Section XII.B. shall be endorsed to include AFFILIATE as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of SCHOOL, its officers, agents, STUDENTS, and/or employees. SCHOOL, upon the execution of this Agreement, shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to AFFILIATE of any modification, change or cancellation of any of the above self-insurance coverages.

XIII. INDEMNIFICATION.

A. AFFILIATE shall defend, indemnify and hold SCHOOL, its officers, employees, agents, and STUDENTS harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, employees, or agents.

B. SCHOOL shall defend, indemnify and hold AFFILIATE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SCHOOL, its officers, employees, agents, or STUDENTS.

XIV. COOPERATION IN DISPOSITION OF CLAIMS.

AFFILIATE and SCHOOL agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.

To the extent allowed by law, AFFILIATE and SCHOOL shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either AFFILIATE or SCHOOL to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

XV. PATIENT RECORDS.

Any and all of AFFILIATE's medical records and charts created at AFFILIATE's facilities as a result of performance under this Agreement shall be and shall remain the property of AFFILIATE. Both during and after the term of this Agreement, SCHOOL shall be permitted to inspect and/or duplicate, at SCHOOL's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws, including but not limited to the Health Insurance Portability and Accountability Act.

XVI. DISCLOSURE OF PROTECTED HEALTH INFORMATION BETWEEN SCHOOL, AFFILIATE, AND ACCREDITATION ORGANIZATIONS.

The parties acknowledge and agree as follows:

A. The Health Insurance Portability and Accountability Act ("HIPAA") and the HIPAA regulations (45 CFR Parts 160 and 164) permit covered entities to use and disclose Protected Health Information ("PHI") without patient authorization for certain specified purposes, one of which is for health care operations.

B. Health care operations, as defined under HIPAA, include the training and educational programs of covered entities, accreditation and credentialing activities.

C. SCHOOL and AFFILIATE are each covered entities as defined by HIPAA.

D. SCHOOL and AFFILIATE may each disclose PHI to the other as necessary to carry out its respective training and educational programs, as well as to meet the accreditation and credentialing requirements of each institution.

E. SCHOOL and AFFILIATE each represent to the other that all members of its workforce who use, create or disclose PHI, including, as applicable, its faculty, medical staff, employees and STUDENTS, have received training as required by HIPAA.

F. AFFILIATE shall permit ACCREDITATION ORGANIZATIONS or accrediting entities, acting on behalf of SCHOOL as SCHOOL's Business Associates, to access the PHI maintained by the AFFILIATE that is necessary for those organizations or entities to conduct their accreditations of SCHOOL.

G. SCHOOL and AFFILIATE may disclose such PHI as is necessary for the healthcare operations of the other.

XVII. ARBITRATION.

In the event of any dispute arising between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties agree to first attempt in good faith to resolve the dispute between themselves. If the parties are unable to resolve the dispute within thirty (30) days, then all matters in controversy shall be submitted to binding arbitration pursuant to California Code of Civil Procedure section 1280, et seq. using the offices of the American Arbitration Association. Arbitration shall be initiated by either party making a written demand for arbitration on the other party and to the American Arbitration Association. Unless the parties can agree on a single arbitrator within ten (10) days from the receipt of the written demand for arbitration, each party shall designate an arbitrator within fifteen (15) days of receipt of the written demand for arbitration. Within seven (7) days of the appointment of two arbitrators, those arbitrators shall designate a third arbitrator. The parties agree that either party to an arbitration may seek judicial review by way of a petition to the court to confirm, correct or vacate an arbitration award pursuant to the provisions of Code of Civil Procedure sections 1285 and 1294.2.

XVIII. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, terrorism, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

XIX. ATTORNEYS' FEES.

In the event of any action, suit or proceeding, between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of an arbitration, as determined by the arbitrator.

XX. ASSIGNMENT.

Neither AFFILIATE nor SCHOOL shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. AFFILIATE may not assign STUDENTS to locations other than those described in Section II.A. without the prior written consent of SCHOOL.

XXI. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XXII. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XXIII. EXHIBITS.

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XXIV. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. AFFILIATE and SCHOOL agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority or due to a change in applicable laws, regulations or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement.

XXV. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XXVI. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California.

XXVII. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO SCHOOL: Academic Services Coordinator
UCSF® School of Nursing
2 Koret Way, Room N331B
San Francisco, CA 94143-0604

TO AFFILIATE: Assistant Superintendent
Piedmont Unified School District
760 Magnolia Ave.
Piedmont, CA 94611

The parties have executed this Agreement as set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

SCHOOL

By: _____
Judy Martin-Holland, PhD, MPA, RN, FNP

Title: Associate Dean, Academic Programs
UCSF School of Nursing

Date: _____

PIEDMONT UNIFEID SCHOOL DISTRICT

AFFILIATE

By: _____
Name

Title:

Date: _____

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
PIEDMONT UNIFIED SCHOOL DISTRICT**

EXHIBIT 1

This agreement includes the following PROGRAMS:

School of Nursing

1. MEPN (Master's Entry Program in Nursing)
2. MS Programs (all master's specialties, including Nurse Practitioners and Midwives)
3. PhD Nursing Programs (all specialties)

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
PIEDMONT UNIFIED SCHOOL DISTRICT**

EXHIBIT 2

Whether or not listed below, this Agreement is intended to cover all AFFILIATE facilities, including, but not limited to:

1. 760 Magnolia Ave.
Piedmont, CA 94611