

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Regular Meeting of the Board of Education
Multi-Purpose Room
Indian Springs High School
650 N. Del Rosa Dr.
San Bernardino, California

**MINUTES
ADOPTED
08/06/19**

June 18, 2019

Present: Board President Abigail Rosales-Medina, Board Vice President Gwen Dowdy-Rodgers, Board Members Barbara Flores, Michael Gallo, Margaret Hill, Danny Tillman and Scott Wyatt; Superintendent Dale Marsden; Deputy Superintendent Harold Vollkommer; Chief Business Officer Jayne Christakos; Assistant Superintendents Perry Wiseman, Kennon Mitchell; Executive Director Ginger Ontiveros; Director Linda Bardere; Assistant Chief of Police Stephen Donahue; and Superintendent's Assistant Carla Cross. Absent: Assistant Superintendents Rachel Monárrez, and Lorraine Perez; School Police Chief Joseph Paulino. Minutes recorded by Administrative Assistant Karen Cunningham.

SESSION ONE

1.0 Opening

1.1 Call to Order

President Rosales-Medina called the meeting to order at 5:31 pm.

1.2 Pledge of Allegiance to the Flag

The Pledge was led by Vice President Dowdy-Rodgers.

1.3 Adoption of Agenda

Upon motion by Member Flores, seconded by Member Tillman, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the agenda was adopted.

Superintendent Marsden read in Action Item 9.26.

1.4 Inspirational Message

Vice President Dowdy-Rodgers shared an inspiring article about former Denver Public Schools custodian, Michael Atkins, who with determination and support, worked his way up from janitor to principal. Principal Atkins credited this transition to his second grade teacher whom he ran into while on the job. That teacher helped him get a job in the classroom as a paraprofessional teacher; from there he continued to climb the ranks to teacher, assistant principal, and now the new principal of Stedman Elementary School.

SESSION TWO

2.0 Closed Session

2.1 Closed Session Public Comments

Speakers: Taylion

Benoni Pantoja, Vice President of Schools, Taylion Academy, Eva Helt, Dr. Sharon Barnes, Yvette Cruz, Edith Sanchez, Veronica Vega. Ms. Helt, principal, THDA San Bernardino, shared information on their findings, including projected middle school enrollment, \$650,000 loan for startup, and the relationship with vendor Learning Matters. Ms. Sanchez, Ms. Cruz, and Ms. Vega spoke in support of the charter, stating personalized studies, flexible schedules and online programs helped, teachers paid more attention because of smaller groups, better relationships

with teachers. Mr. Pantoja, spoke on purpose, to serve the community, help students lost in the system, their charter is another solution to help students; on poverty, breaking the cycle through education; on prison pipeline, over 68% of inmates do not have a high school diploma; and on partnerships, building strong relationship with workforce program, career readiness skills, and partner with the District, to be another solution for students. Dr. Barnes, who currently serves on the High Desert Academy's board, stated that if approved, the San Bernardino board members would attend courses on charter school administration and operations and non-profit management in order to be compliant.

2.2 Adjourn to Closed Session

The Board adjourned to Closed Session at 6:02 pm.

As provided by law, the Board will meet in Closed Session for consideration of the following:

Anticipated Litigation

Conference with legal counsel pursuant to paragraph (2) or (3) of Subdivision (d) of Government Code 54956.9

Number of Cases: One

Existing Litigation

Conference with legal counsel, pursuant to paragraph (1) of subdivision (d) of Government Code 54956.9

Number of Cases:

Conference with Labor Negotiator

District Negotiator: Perry Wiseman

Employee Organization: California School Employees Association
Communications Workers of America
San Bernardino School Police Officers Association
San Bernardino Teachers Association

Public Employee Appointment

Public Employee Discipline/Dismissal/Release

Student Matters/Discipline

Taylion San Bernardino Academy Petition

SESSION THREE

3.0 *Reconvene Open Session*

President Rosales-Medina reconvened Open Session at 7:03 pm.

3.1 Action Reported from Closed Session

The Board took action on the following;

Public Employee Appointment

Upon motion by Member Tillman, seconded by Member Flores, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

BE IT RESOLVED that the Board of Education approves the appointment of the following employee:

GREER, WILBERT: Director, Equity and Targeted Student Achievement, effective date, work year and salary to be determined. Funding: 049

Taylion San Bernardino Academy Petition

Upon motion by Member Flores, seconded by Member Wyatt, and approved by the affirmative vote of Members Flores, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: Gallo, Hill), the following was adopted:

Resolution of Denial of Charter Petition of Taylion San Bernardino Academy by the Governing Board of the San Bernardino City Unified School District

WHEREAS, pursuant to Education Code Section 47605 *et seq.*, the Governing Board of (“Board”) of the San Bernardino City Unified School District (“District”) is required to review and authorize creation and/or renewal of charter schools; and

WHEREAS, on or about April 23, 2018, Timothy Smith, the lead petitioner, on behalf of Taylion San Bernardino Academy (“Taylion,” “TSBA,” or “Charter School”) submitted to the District a request for approval of a charter petition for a term of July 1, 2018 through June 30, 2023 (“First Submission”); and

WHEREAS, in accordance with the Charter Schools Act of 1992, the First Submission was brought to the District Board meeting of May 22, 2018, at which time it was received by the District Board, thereby commencing the timelines for District Board action thereon; and

WHEREAS, a public hearing on the provisions of the First Submission was conducted on June 19, 2018, pursuant to Education Code section 47605, at which time the District Board considered the level of support for the First Submission by teachers employed by the District, other employees of the District, and parents; and

WHEREAS, on July 24, 2018, Timothy Smith, on behalf of Taylion, withdrew the First Submission; and

WHEREAS, on March 13, 2019, Eva Helt, lead petitioner, on behalf of Taylion, submitted to the District a request for approval of a charter petition and supporting documentation (“Second Submission”) for a term of July 1, 2019 through June 30, 2024; and

WHEREAS, in accordance with the Charter Schools Act of 1992, the Second Submission was brought to the District Board meeting of April 9, 2019, at which time it was received by the District Board, thereby commencing the timelines for District Board action thereon; and

WHEREAS, a public hearing on the provisions of the Second Submission was conducted on May 7, 2019, pursuant to Education Code Section 47605, at which time the District Board considered the level of support for the Charter by teachers employed by the District, other employees of the District, and parents; and

WHEREAS, after receipt of the Second Submission, the District convened a Charter Review Team (“CRT”) to review and analyze the Second Submission and make a recommendation to the District Board; and

WHEREAS, in reviewing and analyzing the Second Submission, the CRT noted some issues and concerns and determined that certain changes and revisions to the Second Submission were necessary in order to support the requested Charter approval (“Final Charter”). Although the CRT worked with Taylion on resolution of these issues and implementation of the necessary changes, additions, and revisions, fundamental issues related to the governance and past record of performance of this Charter cannot be overlooked or successfully remedied; and

WHEREAS, in reviewing the Second Submission, the District Board is cognizant of the intent of the Legislature that charter schools are, and should become, an integral part of the California educational system and the establishment of charter schools should be encouraged; and

WHEREAS, charter schools are subject to the requirements of federal law, including, but not limited to, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, the Individuals with Disabilities Education Improvement Act, 20 U.S.C. §1400, *et seq.*, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act; and

WHEREAS, the District staff, working with District legal counsel, has reviewed and analyzed all information received with respect to the Final Charter and information related to the operation and potential effects of the proposed Charter School, and made a recommendation to the District Board that the Final Charter be denied based on that review; and

WHEREAS, the District Board specifically notes that this Resolution does not include findings relative to every defect in the Final Charter submitted, but is limited to a few significant issues in the Final Charter.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS, that the District Board of the San Bernardino City Unified School District finds the above listed recitals to be true and correct and incorporates them herein by this reference.

BE IT FURTHER RESOLVED AND ORDERED that the District Board, having fully considered and evaluated the Final Charter for the establishment of Taylion San Bernardino Academy, hereby finds granting the Final Charter not to be consistent with sound educational practice, based upon numerous grounds and factual findings including,

but not limited to, the following, and hereby denies the Final Charter pursuant to Education Code section 47605.

- A. The Charter School presents an unsound educational program for the pupils to be enrolled in the Charter School. [Education Code Section 47605(b)(1)]
- B. The petitioners are demonstrably unlikely to successfully implement the program set forth in the Charter. [Education Code Section 47605(b)(2)]
- C. The Charter does not contain reasonably comprehensive descriptions of all of the required elements. [Education Code Section 47605(b)(5)]

BE IT FURTHER RESOLVED AND ORDERED that the Governing Board of San Bernardino City Unified School District hereby determines the foregoing findings are supported by the following specific facts:

I. THE CHARTER SCHOOL PRESENTS AN UNSOUND EDUCATIONAL PROGRAM FOR THE PUPILS TO BE ENROLLED IN THE CHARTER SCHOOL. [Education Code Section 47605(b)(1)]

Education Code section 47605(b)(1) provides that a charter petition may be denied if specific facts support a finding that “the charter school presents an unsound educational program for the pupils to be enrolled in the charter school.”

- A. The TSBA Charter proposes to provide a grades 7-12 education program for TSBA’s students. However, TSBA’s projected enrollment shows that the proposed TSBA program will primarily serve high school students. As shown in Table 1, the percentage of students projected to be enrolled at TSBA never exceeds 6% of TSBA’s projected enrollment and falls to approximately 4% in Year 5:

School year	Projected Enrollment 7 th Grade	Projected Enrollment 8 th Grade	Total Projected Enrollment 7 th and 8 th	Total Projected Enrollment	7 th and 8 th Grade Enrollment as a Percentage of Total Projected Enrollment
19-20	5	10	15	250	6%
20-21	5	10	15	275	5.4%
21-22	5	10	15	300	5%
22-23	5	10	15	325	4.6%
23-24	5	10	15	350	4.3%

Accordingly, as TSBA projects that it will overwhelmingly serve high school students, it is unclear whether the proposed program will be adequate for its projected 7th and 8th grade student population, considering that the curriculum and the instructional methodologies for high school students differ from that for students in grades 7 and 8. Aside from stating that all 7th and 8th grade students are placed in the Middle School Hybrid Program (“MSHP”) and providing a vague description of the program, including meeting times (“twice a week with their teacher”) and general instructional strategies (“i.e. student read aloud, teacher read aloud, group discussion about literature, question and answers about

current assignments, share-pair and partner activities”), TSBA fails to provide a substantive description of the curriculum for TSBA’s 7th and 8th grade students. Based on the projected enrollment, TSBA should be a grades 9-12 program, not a 7-12 program.

II. THE PETITIONERS ARE DEMONSTRABLY UNLIKELY TO SUCCESSFULLY IMPLEMENT THE PROGRAM SET FORTH IN THE CHARTER. [Education Code Section 47605(b)(2)]

Education Code section 47605(b)(2) provides that a charter petition may be denied if specific facts support a finding that “the petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.”

Additionally, the State Board of Education (“SBE”) has adopted a regulation for its own consideration and action on charter petitions, which defines the various findings for denial of a charter by SBE, which regulation is not binding on the District but is instructive. That regulation, California Code of Regulations, Title 5, section 11967.5.1(c)(3) states that a factor to be considered in determining whether charter petitioners are “demonstrably unlikely to successfully implement the program” is whether the charter petitioners present an unrealistic financial and operational plan for the proposed charter school.

A. Budget/Financial Administration

California Code of Regulations, Title 5, section 11967.5.1(c)(3)(B)(4) states that a factor in determining whether petitioners have presented an unrealistic financial and operational plan for the proposed charter school in the area of financial administration is whether the charter and supporting documents do not adequately:

Present a budget that in its totality appears viable and over a period of no less than two years of operations provides for the amassing of reserve equivalent to that required by law for a school district of similar size to the proposed charter school.

Regarding “Outgoing Cash and Transfers,” the TSBA Budget states, at page 9:

Due to the expected high cost of starting up a school, and the expected first LCFF apportionment not paid until after the end of the first quarter of Year 1, TSBA expects cash flow to be an issue during the first quarter of Year 1 and each year thereafter due to the growing enrollment. Many other charter schools cover their start-up cash shortfall through philanthropy and start-up grant support such as the PCSGP. However, to project cash flow conservatively, TSBA intends to secure external financing to provide the cash necessary to initiate operations. **The budget projects financing \$650,000 at 10% interest to be repaid over 4 years.** (Emphasis added.)

Despite acknowledging the need for a loan of a substantial amount (\$650,000) at a high interest rate (10%), TSBA failed to provide additional information regarding the loan, including the identity of the entity that would be providing the loan, additional details about the terms of repayment, etc. This information is necessary for the District to assess the loan and, consequently, the viability of the proposed financial and operational plan. Additionally, if the loan is to be provided by Learning Matters Educational Group (“LMEG”), the information is necessary to verify TSBA’s representations as to LMEG’s involvement with TSBA.

III. THE CHARTER DOES NOT CONTAIN REASONABLY COMPREHENSIVE DESCRIPTIONS OF ALL OF THE REQUIRED ELEMENTS. [Education Code Section 47605(b)(5)]

Education Code section 47605(b)(5) provides that a charter petition may be denied if specific facts support a finding that “[t]he petition does not contain reasonably comprehensive descriptions of all of the [15 required charter school elements].”

A. Description of the Educational Program [Ed. Code §47605(b)(5)(A)-(C)]

All of the above-described concerns regarding the unsoundness of the educational program and the inadequacy of the Charter’s description thereof, are hereby incorporated herein by this reference.

B. Description of the Governance Structure [Ed. Code §47605(b)(5)(D)]

Education Code section 47605(b)(5)(D) requires that a charter petition contain a reasonably comprehensive description of the “governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.”

While the Charter states that “TSBA will be operated by a California nonprofit public benefit corporation” identified as Taylion San Bernardino Academy Corporation (“TSBA, Inc.”), it is unclear whether and to what extent TSBA, Inc. has control over TSBA’s governance and operations. As an initial matter, according to its Articles of Incorporation filed with the California Secretary of State, TSBA, Inc. was incorporated on March 8, 2019. However, the minutes for the March 21, 2019 meeting of Taylion High Desert Academy/Adelanto, Inc. (“THDAA, Inc.”), the non-profit public benefit corporation operating Taylion High Desert Academy/Adelanto (“THDAA”), a charter school authorized by Adelanto Elementary School District, suggests that THDAA, Inc., not TSBA, Inc., operates TSBA and that TSBA has been operating prior to the approval of Charter submitted to the District. Notably, the minutes for March 21, 2019 THDAA, Inc. meeting state:

“Eva – **TSBA is totally online. They have 165 to 170 students.** We have enacted a support with college students as an added support for our teachers and students. **We have 36 senior on plan to graduate. Still trying to find a place for graduation, looking**

at dates in mid-June. Should be able to confirm in the next day or two.”
(Emphasis added.)

It is evident that the THDAA, Inc. Board discussed TSBA’s operations during the THDAA, Inc. Board meeting, suggesting at a minimum, there is a lack of transparency regarding the relationship between THDAA, Inc. and TSBA, Inc. This lack of transparency is especially concerning considering TSBA’s representations regarding LMEG’s role in TSBA’s governance and operations (“Any such relationship with [LMEG] is strictly contractual as [LMEG] does not exercise control over [TSBA]’s Board of Directors or school operations”) in light of clear evidence in both the minutes for the March 21, 2019 THDAA Board meeting that identifies “Dr. Timothy A. Smith” as the President of THDAA and Shannon Smith, his wife, as the Vice President of THDAA, when Mr. and Mrs. Smith are also identified as LMEG’s managers by the Arizona Secretary of State’s Entity Information for LMEG. Furthermore, the minutes for the March 21st THDAA Board meeting, in addition to discussing TSBA’s business, also contains footnotes denoting the defunct Taylion San Diego Academy (“TSDA”), a charter school previously authorized by the Vallecitos Elementary School District that closed down on June 30, 2018. The reference to TSDA serves as further evidence of the Smith’s, and, therefore, LMEG’s involvement in TSBA’s operations, given that the April 25, 2019 Statement of Information for TSDA identify “Timothy A. Smith” as Chief Executive Officer and “Shannon Maureen Creamer” as the Chief Financial Officer.

The uncertainty over the Smith’s and LMEG’s involvement with TSBA also raises concerns about the unidentified \$650,000 start-up loan. Notably, the minutes for the October 18, 2018 THDAA/TSDA Board meeting identifies a \$1.5 million loan from E-Institute Charter School (“E-Institute”) that was approved by the THDAA/TSDA Board by a 3-0 vote. According to the Arizona Secretary of State website, the E-Institute is an Arizona corporation for which Mr. Smith serves as the President and Statutory Agent. Further, per the E-Institute website, Mr. and Mrs. Smith are identified as the current E-Institute Board members. Accordingly, the THDAA/TSDA Board’s approval of a loan from a charter school for which Mr. and Mrs. Smith served and continue to serve as board members, in light of concerns about the Smith’s and LMEG’s involvement with TSBA despite its representations otherwise, at a minimum, raises serious concerns regarding prohibited conflicts of interest.

Additionally, the above excerpt of the minutes for the March 21st THDAA meeting also suggests that, while TSBA is seeking a charter from the District Board to operate in the District, TSBA commenced operation prior to District Board approval of the proposed Charter. This is concerning because TSBA could neither operate in the District as a District charter without the District Board’s approval nor could it operate as a resource center for THDAA since the THDAA Charter no longer authorizes the operation of the TSBA site at “1184 West 2nd Street #101, San Bernardino, CA 92410.” Therefore, it appears as though TSBA has been operating a charter within District boundaries without authorization.

BE IT FURTHER RESOLVED AND ORDERED that the terms of this Resolution are severable. Should it be determined that one or more of the findings and/or the factual determinations supporting the findings is invalid, the remaining findings and/or factual determinations and the denial of the Final Charter shall remain in full force and effect. In this regard, the District Board specifically finds that each factual determination, in and of itself, is a sufficient basis for the finding it supports, and each such finding, in and of itself, is a sufficient basis for denial.

PASSED AND ADOPTED this 18th day of June 2019 by the District Board of the San Bernardino City Unified School District at the regular Board meeting.

SESSION FOUR

4.0 *Special Presentation(s)*

4.1 Resolution in Support of United States' Patriotic Holidays

Upon motion by Member Tillman, seconded by Member Flores, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District encourages all District schools to acknowledge and undertake educational activities that commemorate national patriotic holidays and the contributions of our American presidents.

4.2 Resolution Supporting Clean Drinking Water in Schools

Prior to vote, President Rosales-Medina, read in the italicized additional verbiage.

Upon motion by Member Tillman, seconded by Member Wyatt, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District supports legislation that includes state funding for fixture and pipe replacement to maintain or improve safe drinking water equipment *and protects California's children from exposure to lead, a potent neurotoxin that affects the way our kids learn, grow, and behave.*

SESSION FIVE

5.0 *Public Hearing(s)*

5.1 Annual Service Plan and Budget Requirement (E.C.56205 (b)(2))

Upon motion by Member Flores, seconded by Member Wyatt, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

BE IT RESOLVED that the Board of Education approves the San Bernardino City Unified School District's Special Education Annual Service Plan and Budget.

BE IT FURTHER RESOLVED that Dr. Rachel Monárrez, Assistant Superintendent, Continuous Improvement, be authorized to sign all required documents relating to this plan.

5.2 Public Disclosure of Memorandum of Understanding (2019-2020 and 2020-2021 Classified Work Year Calendars) Between the San Bernardino City Unified School District and California School Employees Association (CSEA)

Upon motion by Member Tillman, seconded by Member Wyatt, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

BE IT RESOLVED that the Board of Education accepts the Memorandum of Understanding (2019-2020 and 2020-2021 Classified Work Year Calendars) between the San Bernardino City Unified School District and California School Employees Association Chapter 183.

5.3 Public Hearing of Memorandum of Understanding (4/10 Summer Compressed Work Schedule) Between the San Bernardino City Unified School District and California School Employees Association and its Chapter 183

Member Tillman commented that he hopes staff analyzes whether the 4/10 work week accommodated outside agencies' needs. Dr. Marsden will include in the After Action Review.

Upon motion by Member Flores, seconded by Member Wyatt, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

BE IT RESOLVED that the Board of Education adopts the Memorandum of Understanding (MOU) – 4/10 Summer Compressed Work Schedule between the California School Employees Association (CSEA) and its Chapter 183 and the San Bernardino City Unified School District.

5.4 Public Hearing of the Tentative Agreement (Article XI – Wages, Article XV – Class Sizes, Article XVI – Evaluation Procedures and Article XIV – Hours of Employment) Between the San Bernardino City Unified School District and San Bernardino Teachers Association

Upon motion by Member Flores, seconded by Member Wyatt, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

BE IT RESOLVED that the Board of Education adopts the Tentative Agreement (Article XI – Wages, Article XV – Class Sizes, Article XVI – Evaluation Procedures and Article XIV – Hours of Employment) between the San Bernardino Teachers Association (SBTA) and San Bernardino City Unified School District.

5.5 Public Disclosure of Proposed Increase in Salary – All Management Personnel

Upon motion by Member Tillman, seconded by Member Flores, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

BE IT RESOLVED that the Board of Education approves 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for all management personnel (certificated and classified).

5.6 Revised 2019-20 and 2020-21 Traditional School Calendars

Upon motion by Member Tillman, seconded by Member Flores, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

BE IT RESOLVED that the Board of Education receives and accepts the revised 2019-20 and 2020-21 Traditional School Calendars.

President Rosales-Medina closed the Public Hearings at 7:20 pm.

SESSION SIX

6.0 *Public Comments*

Speaker: Adrian Ramirez and Carinthia Williams

Topic: Converting Norton Elementary School to a K-8. Mr. Ramirez asked about a meeting that was to have been arranged with Norton and parents and stated he finally had a meeting today with Dr. Mitchell who told him it couldn't be done. Mr. Ramirez also stated that a board member had asked how many additional teachers would be needed; he spoke with the principal who said it would be two. Ms. Williams commented that in the meeting with Dr. Mitchell he said it would not be done for this August and said it would take about 12-16 months. Dr. Mitchell clarified that he did not make a commitment to change Norton to a K-8, but if it was approved, it would take 12-18 months. He also said that the Facilities Master Plan did not include a K-8 at Norton and that the processes that needed to take place, to change boundaries, repurpose buildings, etc. takes time. He did take ownership in not having the continuity for the students to continue in their feeder schools, which is something that they could possibly get up and running by August. Member Gallo would like the agenda item to include career pathway continuity from elementary (exposure to career pathways) to middle schools (practical applications) to certifications and credentials in high school, with no lag years between elementary and middle school and between middle and high school, with the possible first implementation to be Norton Elementary. The Board gave consensus to agenda item this topic for the July 16 board meeting.

Speaker: Kianna Maldonado, Field Representative, Supervisor Gonzales' office, 5th District.

Topic: Formal introduction to the Board, District, and community. She commented that the city of San Bernardino has two districts, the 5th and 3rd, with the 5th covering most of the city. Ms. Maldonado reported that she is the point of contact for the County and can connect community members with the correct parties to assist them with things such as Medical, Cal-Fresh, housing for the homeless, senior citizen assistance.

Speaker: Catalina Castillo

Topic: Graduation. Ms. Castillo shared her families' thanks to those people and organizations who helped her son, Adrian, through his school years to his graduation this school year. Adrian shared his dream was to enroll in San Bernardino Valley College and pursue his major in graphic

design.

Speakers: Members with the Inland Congregations United for Change (ICUC)

Topic: 2019-2020 Budget. They asked the Board to consider approving an additional \$12,000 per combination class to hire interns and to expand the funding for the HEART team to expand from 3 program specialists to 6. Staff will schedule a meeting to go over their recommendations and bring back recommendations to the Board.

SESSION SEVEN

7.0 *Reports and Comments*

7.1 Report by San Bernardino Teachers Association

No report.

7.2 Report by California School Employees Association

Carl Greenwood, CSEA president, thanked the Board for the long fought battle with regarding the Maintenance & Operations (M&O) issue, stating action had been taken. He also thanked Mrs. Christakos who worked with him to resolve the matter. Mr. Greenwood commented that he is working to have people from every facet meet once a week - teachers, CSEA, M&O, principals - to discuss issues before they get out of hand.

7.3 Report by Communications Workers of America

No report.

7.4 Report by San Bernardino School Police Officers Association

No report.

7.5 Comments by Board Members

Member Flores gave a shout out to Arroyo Valley High School, stating they set the standard for graduations with a 99% graduation rate this year. She congratulated the school's leadership, parents, teachers, and students for making it happen. Dr. Flores reported she was part of a statewide webinar, Building for the future: Funding school renovation & construction, sponsored by EdSource. AB 48 would place a \$13 billion school facilities bond on next year's ballot and in 2022. She remarked that advocates have raised questions about the fairness of how the state allocates this funding, with most of the money going to wealthier districts. The bottom line is the inequity in the distribution of funds. She said the webinar could probably be found online and thanked John Fensterwald, EdSource director, for organizing the webinar. On June 19 the Senate Education Committee will hear AB48. Dr. Flores also reminded that staff would meet with ICUC regarding interns for combination classes and that the Board would agendaize to discuss; and to agendaize Norton K-8 for discussion. Last, she asked staff for the Ethnic Studies curriculum as she would like to review over the summer.

Member Gallo had no comments/report.

Member Hill asked to keep prayers for incoming kindergartner at Lankershim, Kevin Cruz, who had been hit by an automobile; she shared that he was in stable condition. Dr. Hill reported she attended nine graduations, a 6th grade promotion, and an 8th grade promotion, and stated that these are always the highlight of the year for her. She gave a shout out to Facilities, for the absolutely beautiful new football field at Indian Springs High School. She closed by thanking

the parents, staff, leadership team, and students for their hard work; and congratulated the Class of 2019.

Vice President Dowdy-Rodgers reported that all the graduations she attended were fantastic. She gave a shout out to the team who put together the Summer Counseling event at Cal State, San Bernardino and said it was awesome. She asked staff to check into an online post regarding new furniture going in at elementary sites. The comments referred to rolling chairs and the post mentioned they might pose a distraction for students; also, it mentioned new tables that were not fitting together correctly.

Member Tillman had no comments/report.

Member Wyatt commented on the amazing graduations he attended; and reminded everyone of the upcoming Summer Graduation on July 24. He congratulated staff, board, cabinet and families for their hard work in keeping the District going in the right direction. Dr. Wyatt also commented on the two year free tuition at San Bernardino Valley College and the hundreds of graduates who said they would be staying local and attending either Cal State, San Bernardino or San Bernardino Valley College. Dr. Wyatt praised the students, stating they are dedicated to the city and they are our future.

President Rosales-Medina shared that three of her children did stay local and our attending Cal State; her daughter, who just graduated from San Gorgonio High School, is going further away and will be attending Cal State, East Bay. She commented that she is very proud of the District and the Board, stating they have been the first in many things, due in part to the Board's vision and leadership. Ms. Rosales-Medina reported she attended two Juneteenth events, one in San Bernardino and the other in Redlands and shared that Juneteenth commemorates the freedom of enslaved African Americans.

7.5 Comments by Superintendent and Staff Members

Superintendent Marsden congratulated Cajon High School graduate Jayden Daniels on being named The Sun's Athlete of the Year; San Gorgonio High School students who placed 14th in the Odyssey of the Mind World Final; eight District students who competed in the Excon 2019 Explorer Competition in Las Vegas against other police explorers from around the country and brought home three, second-place trophies; eight San Bernardino High School students who were invited to participate in the International Thespian Festival after qualifying with a Thespian International Society Membership and earning a superior rating at the California thespian competition, the highest possible score.

In preparation for the presentation by CEO John Mura, East Valley Water District, at the July 16 board meeting to introduce the possibility of a training opportunity to students interested in the water management industry, Dr. Marsden asked for 2-3 Board members to participate in a site visit to the East Valley Water District facility on July 10. Board members Rosales-Medina, Hill, and Gallo said they would participate.

Also, in preparation for the selection of the Student Board Members for 2019-20 school year, he asked for 2-3 Board members to participate in a sub-committee to review candidate applications on Wednesday, July 17. Board members Flores, Dowdy-Rodgers, and Gallo said they would

participate.

In closing, Dr. Marsden congratulated the 3,286 students who graduated and the additional students who will be graduating in July.

SESSION EIGHT

8.0 *Consent Calendar*

Items pulled for separate discussion and voting: 8.19, 8.26, 8.30, 8.58, 8.59, 8.60

Upon motion by Member Tillman, seconded by Member Hill, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

8.1 Approval of Minutes

BE IT RESOLVED that the Minutes of the Board of Education Meeting held on April 16, April 23, and April 30, 2019 be approved as presented.

8.2 Renewal of the Agreement with Capitol Advisors Group, LLC, Sacramento, CA, to Provide Fiscal Expertise, Intergovernmental Relations and Advocacy Services to the District

BE IT RESOLVED that the Board of Education approves renewing the agreement with Capitol Advisors Group, LLC, Sacramento, CA, to provide fiscal expertise, intergovernmental relations and advocacy services to the District at a monthly cost of \$3,000.00, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$42,000.00, includes a not to exceed amount of \$6,000.00 for travel expenses to be paid from the Unrestricted General Fund – Administrative Services, Account No. 041.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.3 Renewal of the Agreement with Inland Empire Community News Group, San Bernardino, CA, to Provide Advertisement in El Chicano Newspaper

BE IT RESOLVED that the Board of Education approves renewing the agreement with Inland Empire Community News Group, San Bernardino, CA, to provide a monthly advertisement in the El Chicano Newspaper to advertise District accomplishments and events, effective July 1, 2019 – June 30, 2020. The cost, not to exceed \$8,400.00, will be paid from the Unrestricted General Fund – Communications, Account No. 074.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.4 Renewal of the Consultant Services Agreement with Dr. Gary Yee, Oakland, CA, to Provide Consultant Services to the Board of Education and the Superintendent

BE IT RESOLVED that the Board of Education approves renewing the consultant services agreement with Dr. Gary Yee, Oakland, CA, to work with the Board and the Superintendent to review ongoing formal and informal evaluation protocols in closed session; collection of data through document review, observation of Board meetings, and

interviewing Board members; facilitate the development of a Board self-evaluation process to ensure organizational effectiveness in the conduct of the work of the Board; and facilitate review of existing Board procedures and policies, effective July 1, 2019 – June 30, 2020. The cost, not to exceed \$28,000.00 payable at the daily rate of \$1,200.00 for 20 days plus reimbursable expenses not to exceed \$4,000.00, will be paid from the Unrestricted General Fund – Administrative Services, Account No. 041.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.5 Renewal of the Agreement with Leadership Associates, LLC, La Quinta, CA, to Provide to Provide Executive Coaching Services

BE IT RESOLVED that the Board of Education approves renewing the agreement with Leadership Associates, LLC, La Quinta, CA, to provide approximately 24 days of executive coaching services at the daily cost of \$1,250.00, effective July 1, 2019 – June 30, 2020. The cost, not to exceed \$30,000.00, will be paid from the Unrestricted General Fund – Administrative Services, Account No. 041.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.6 Renewal of the Agreement with Strategic Education Services, Sacramento, CA, to Provide Legislative Advocacy and Lobbying at the State Level for the District

BE IT RESOLVED that the Board of Education approves renewing the agreement with Strategic Education Services, Sacramento, CA, to provide legislative advocacy and lobbying at the state level for the District, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$54,200.00 payable at the cost of \$4,100.00 per month and \$5,000.00 for reimbursables, will be paid from the Unrestricted General Fund – Board of Education, Account No. 066.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.7 Acceptance of Gifts and Donation to the District

BE IT RESOLVED that the Board of Education acknowledges receipt of the following gift or donation:

SITE	DONOR	DONATION AND PURPOSE	AMOUNT	VALUE
Creative Before-and After-School Programs for Success	Clever Crazes, Cincinnati, OH	To support Newmark Elementary School CAPS	\$100.00	
Richardson PREP HI School	Guitar Center Music Foundation, Thousand Oaks, CA	VENUE software, main unit equipment, and miscellaneous accessories to support the Teen Music Workshop		\$20,000.00
Highland Pacific Elementary School	Feed The Children, Ontario, CA	Miscellaneous school supplies and small books to		\$1,000.00

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		support students who are in need		
Middle College High School	Luz Rojo, Highland, CA	To sponsor the Key Club to purchase graduation cords for 2021	\$108.45	
Creative Before-and After-School Programs for Success	Clever Crazes, Cincinnati, OH	To support Rio Vista Elementary School CAPS	\$500.00	

The acceptance of these donations meets all requirements of Board Policy 3290, Gift, Donation, Grant, and Bequest.

8.8 Amendment No. 1 to the Agreement with California School Management Group, El Dorado Hills, CA, to Provide E-Rate Consultant Services

BE IT RESOLVED that the Board of Education approves amending the agreement with California School Management Group, El Dorado Hills, CA, approved on August 7, 2018, Agenda Item No. 8.10. This amendment is to extend the term of the agreement from June 30, 2019 to June 30, 2020, with the option to extend annually, not to exceed five (5) years total. The annual cost, not to exceed \$73,000.00, will be paid from the Unrestricted General Fund – E-Rate/Phone/Tech, Account No. 172. All other terms and conditions remain the same.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.9 Amendment No. 2 to the Agreement with Cybertech Systems and Software, Inc., Oak Brook, IL, to Assist the District’s Family Chromebook Initiative

BE IT RESOLVED that the Board of Education approves amending the agreement with Cybertech Systems and Software, Inc., approved on June 27, 2017, Agenda Item No. 10.22. This amendment is to extend the term of the agreement from June 30, 2019 to June 30, 2020 to continue to provide support for the Family Chromebook Initiative. The annual cost, not to exceed \$237,000.00, will be paid from the Unrestricted General Fund –Local Control Accountability Plan (LCAP), Account No. 419. All other terms and conditions remain the same.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.10 Amendment No. 4 to the Agreement with Cybertech Systems and Software, Inc., Oak Brook, IL, to Provide SAP Application Support, Basis System Administration, and Warehouse Mobile Applications

BE IT RESOLVED that the Board of Education approves amending the agreement with Cybertech Systems and Software, Inc., approved on June 27, 2017, Agenda Item No. 10.14. This amendment is to increase the contract amount by \$24,561.90 to continue to provide support for the District’s SAP system increasing the contract amount from \$511,238.17 to a not to exceed contract amount of \$535,800.07 and to extend the term of the agreement from June 30, 2019 to June 30, 2020. The additional cost will be paid from the Unrestricted General Fund – Business Operations Support System (BOSS),

Account No. 286. All other terms and conditions remain the same.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.11 Approval to Enter into Master Services Agreements for Moving Services

BE IT RESOLVED that the Board of Education approves entering into master service agreements with the two (2) firms listed below to provide moving services for various projects, effective June 19, 2019 - June 30, 2022, with the possibility of a maximum of two (2) one year extensions at the sole discretion of the District. On May 2, 2019, a Request for Qualifications (RFQ) No. 206 was advertised in The Sun, El Chicano and Precinct Reporter newspapers and firms registered in the Facilities Department's Local Business Outreach Program. Postings were made to the District's and Facilities' websites. Three (3) RFQs were received on May 9, 2019; the Facilities Planning and Development Committee reviewed and ranked all proposals. The two (2) top-ranked firms were agreed upon by the Facilities Planning and Development Committee. The cost for each project will be paid from Fund 01, 21, 25, 35 and 40.

Inland Moving & Storage CO., LLC dba Burgess Moving & Storage, Riverside, CA
Crown Worldwide Moving & Storage, LLC, San Leandro, CA

BE IT ALSO RESOLVED that the Board of Education approves future selection of such firms for District projects will be done by competitive requests for proposals limited to these firms, unless unusual circumstances of the specific project require special qualifications. Fees will be negotiated with each firm based on the services required for each project.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign said agreements.

8.12 Bid No. 18-04, Requirements Contract for Remediation of Lead, Asbestos and Mold – District-Wide

BE IT RESOLVED that Bid No. 18-04, Requirements Contract for Remediation of Lead, Asbestos and Mold – District-Wide was advertised on March 26 and April 4, 2019, and opened on April 19, 2019 at 11:00 a.m., with bids received from the following:

	Brickley Environmental, San Bernardino, CA	Integrated Demolition and Remediation, Inc. Anaheim, CA
BID SECTION SUBTOTALS:		
Section A: Type of Asbestos Related Work	\$243.50	\$2,002.50
Section B: Type of Lead Base/Containing Removal Work	\$123.00	\$377.00
Section C: Type of Microbial Remediation Work	\$29.50	\$305.00
Section D: Other Hazardous Material Remediation Work	\$17.00	\$150.00
Section E: Non-Asbestos Related Work	\$9.00	\$18.50
Section F: Mobilization Fee for projects under 100 sq ft	\$1.00	\$2,500.00
Total Price	\$423.00	\$4,743.00

BE IT ALSO RESOLVED that Bid No. 18-04, Requirements Contract for Remediation

of Lead, Asbestos and Mold – District-Wide, be awarded to Brickley Environmental, San Bernardino, CA, the lowest responsive bidder meeting District specifications. The cost will be paid from the Restricted General Fund – Maintenance of Facilities, Account No. 076.

BE IT ALSO RESOLVED that work shall be performed on an as-required basis in accordance with the proposed cost schedule for an initial contract award period of one year, not to exceed five years total for an estimated not to exceed contract amount of \$3,000,000.00.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.13 Bid No. 18-20, Requirements Contract for the Resurfacing of Gymnasium Floors at Six High School Sites

BE IT RESOLVED that Bid No. 18-20, Requirements Contract for the Resurfacing of Gymnasium Floors at Six High School Sites was advertised on March 21 and March 28, 2019, and opened on April 11, 2019 at 11:00 a.m., with bids received from the following: Geary Floors, Inc., El Cajon, CA, Pro Flooring Corp., Montrose, CA, Western Flooring, Inc., Pine Valley, CA.

BE IT ALSO RESOLVED that bid received from Pro Flooring Corp. be rejected as non-responsive.

<u>BIDDER</u>	<u>ESTIMATED ANNUAL AMOUNT</u>
Geary Floors, Inc. El Cajon, CA	\$ 290,309.10
Western Flooring Inc. Pine Valley, CA	\$ 391,870.75

BE IT ALSO RESOLVED that Bid No. 18-20, Requirements Contract for the Resurfacing of Gymnasium Floors at Six High School Sites, be awarded to Geary Floors, Inc, El Cajon, CA, the lowest responsive bidder meeting District specifications. The cost will be paid from the Restricted General Fund – Maintenance of Facilities, Account No. 076.

BE IT ALSO RESOLVED that work shall be performed on an as-required basis in accordance with the proposed cost schedule for an initial contract award period of one year, not to exceed five years total for an estimated not to exceed contract amount of \$1,451,545.50.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.14 Bid No. NSB 2019-20-1 Frozen/Miscellaneous Foods

BE IT RESOLVED that Bid No. NSB 2019-20-1 Frozen/Miscellaneous Foods,

advertised April 11, 2019, and April 18, 2019, in The Sun, Black Voice, and El Chicano newspapers, and opened on May 9, 2019, at 11:00 a.m. be awarded to the lowest responsive/responsible bidder meeting District specifications. The cost will be paid from Restricted Nutrition Services Fund 92.

BE IT ALSO RESOLVED that Bid No. NSB 2018-19, Frozen/Miscellaneous Foods be awarded to the lowest responsible bidder, Sysco Riverside, CA, as follows:

Bidder	Total Bid
Sysco Riverside, Inc. Riverside, California	\$2,124,629.11
Gold Star Foods Ontario, California	\$2,314,617.39

BE IT FURTHER RESOLVED that the District may use this bid, based on unit prices awarded, to purchase additional items as needed throughout the initial one-year term of the bid and any extensions made in accordance with the terms and conditions of the bid, not to exceed three (3) years total award, as in the best interest of the District.

8.15 Commercial Warrant Register for Period May 1 - 15, 2019

BE IT RESOLVED that the Commercial Warrant Register for period May 1 - 15, 2019, be ratified and/or approved.

8.16 Federal/State/Local District Budgets and Revisions

BE IT RESOLVED throughout the year, the District is advised by federal, state, and local agencies of program entitlements and any additions and/or reductions in funds available for already approved programs. The following programs requested by the Board of Education affect the restricted and unrestricted portions in the budgets of the District funds. In order to adjust the program budgets, it is necessary to have Board of Education approval.

BE IT FURTHER RESOLVED that the Board of Education approves the following:

Program	Unrestricted/ Restricted	Resource	Account	Fund	Increase/(Decrease) Amount
Child Development -AB 212 Educational Stipend Program	Restricted	9010	258	12	\$4,774.25
This funding shall only be used to supplement, and not supplant, existing efforts and investments to retain qualified child care staff at the local level. Child Development staff that meets the minimum criteria will receive stipends from the SB County Superintendent of Schools.					
State Preschool - AB 212 Educational Stipend Program	Restricted	9010	259	12	\$32,007.25
This funding shall only be used to supplement, and not supplant, existing efforts and investments to retain qualified child care staff at the local level. Child Development staff that meets the minimum criteria will receive stipends from the SB County Superintendent of Schools.					

8.17 Ratification of Amendment No. 1 to the Sole Source License Agreement with zSpace, Inc., Sunnyvale, CA, to Provide Online Access to zSpace's Learning Library

BE IT RESOLVED that the Board of Education approves ratification of amendment to the sole source software license agreement with zSpace, Inc., Sunnyvale, CA, approved

on February 19, 2019, Agenda Item No. 9.31. The amendment is to allow other District sites to purchase the software and hardware solution on an as-needed basis. The estimated cost is \$160,000.00 per classroom, including all professional development, installation and technological equipment. The costs will be paid from individual District schools' budgets, on an as-needed basis.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.18 Renewal of the Agreement with BLX Group, LLC, Los Angeles, CA, to Provide Arbitrage Rebate Compliance Services

BE IT RESOLVED that the Board of Education approves renewing the agreement with BLX Group, LLC, Los Angeles, CA, to provide arbitrage rebate compliance services for Series A, B, C, and D Bonds for 2004 – 2017, effective July 1, 2019 – June 30, 2024. The cost, not to exceed \$25,000.00 at a yearly cost of \$5,000.00 will be paid from the Unrestricted General Fund — Facilities/Community Service, Account No. 086.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.20 Renewal of the Software License Agreement with Aeries Software, Orange, CA, to Provide Aeries Student Information System Software Annual Subscription.

BE IT RESOLVED that the Board of Education approves renewing the software license agreement with Aeries Software, Orange, CA, (formerly Eagle Software) to provide Aeries Student Information System Software Annual Subscription which includes, Aeries SIS and Portals, and Series Centralized Maintenance and Support, effective July 1, 2019 – June 30, 2022. The cost will be paid as follows: Year 1 - \$221,007.50; Year 2 – \$247,110.65; Year 3 – \$254,895.00. The total not to exceed cost of \$723,013.15, will be paid from the Unrestricted General Fund – MIS/Data Processing, Account No. 032.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.21 Request to Reject Request for Proposal No. 18-25, Service Desk, Inventory, Application, Patch, and Imaging Management System

BE IT RESOLVED that Request for Proposal (RFP) No. 18-25, Service Desk, Inventory, Application, Patch and Imaging Management System, was advertised March 21, 2019 and March 28, 2019 and was opened April 19, 2019, at 11:00 a.m.

BE IT FURTHER RESOLVED that the Board of Education rejects in its entirety, all responses for RFP No. 18-25, Service Desk, Inventory, Application, Patch, and Imaging Management System.

8.22 Request to Utilize California Multiple Award Schedule Contract No. 4-14-65-0028A, for the Purchase of Zoll Brand Equipment, Supplies and Services through Cintas Corporation an Authorized Dealer

BE IT RESOLVED that the Board of Education approves utilizing California Multiple

Award Schedule (CMAS) Contract No. 4-14-65-0028A, for the purchase of Zoll Brand Equipment, Supplies and Services through Cintas Corporation, Evansville, IN, on an as-required basis. As a local governmental body the District has the option of piggybacking off this contract. Prices are comparable to those that the District would receive if it were to issue its own bid. Costs will be paid by various sites and departments on an as required basis.

BE IT ALSO RESOLVED the District reserves the right to purchase on an as-needed basis throughout the term of the contract, and any extension thereafter not to exceed five (5) years total.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director Purchasing, to sign all related documents.

8.23 Temporary Borrowing Between Funds of the School District for Fiscal Year 2019-20

BE IT RESOLVED that the San Bernardino County Treasurer has allowed in the past school district payrolls to be paid, regardless of the district's cash balance. The Treasurer has notified the County Superintendent of Schools that it will allow payroll warrants to be drawn against specific funds even if that fund's cash balance is insufficient, as long as the aggregate cash balances in the district's funds are sufficient to cover the expense. This arrangement now requires district governing boards to pass and renew annually a resolution authorizing temporary interfund borrowing between funds.

WHEREAS the San Bernardino County Treasurer does not have authority to honor warrants drawn on school district funds with insufficient cash balances in the absence of an approved borrowing arrangement with the district; and

WHEREAS the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS actual interfund transfers shall be accounted for as temporary loans between funds and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year.

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the San Bernardino City Unified School District hereby authorizes, for fiscal year 2019-20, temporary transfers between all funds and authorizes the San Bernardino County Treasurer to honor warrants drawn on those funds, regardless of their cash balances, provided the aggregate cash balance of all District funds is positive.

BE IT FURTHER RESOLVED that the Governing Board of the San Bernardino City Unified School District hereby authorized the Superintendent or his designee to approve

any actual interfund transfers processed between the funds and requires that any actual transfer of funds pursuant to this resolution be ratified by the Board as soon as practicable.

8.24 Agreement with Annette Jeannette Cedillo, Rialto, CA, to Provide Services to District Special Education Students and Parent Support

BE IT RESOLVED that the Board of Education approves entering into an agreement with Annette Jeannette Cedillo, Rialto, CA, to provide parent support groups, family maintenance and support training, and behavior management at an hourly cost of \$25.00 for a minimum of two-hours per case, effective July 1, 2019 – June 30, 2020. The cost, not to exceed \$5,000.00, will be paid from the Restricted General Fund – Special Education Mental Health Services, Account No. 807.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.25 Agreement with Creative Leadership Solutions, Boston, MA, to Provide Professional Development at Indian Springs High School

BE IT RESOLVED that the Board of Education approves entering into an agreement with Creative Leadership Solutions, Boston, MA, to provide four (4) on-site days per year of Leadership Support with Dr. Douglas Reeves and ten (10) on-site days per year of Differentiated Support with Lisa Almeida for 80 teachers and administrators at Indian Springs High School, effective July 1, 2019 – June 30, 2020. The cost, not to exceed \$109,600.00, at a cost per participant of \$1,370.00, will be paid from the Unrestricted General Fund — Targeted Support for School Progress (TSSP), Account No. 243.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.27 Extended Field Trip, Dr. Martin Luther King Jr. Middle School, Alaska Immersive Field Trip, Anchorage, AK

BE IT RESOLVED that the Board of Education approves the extended field trip for 9 King Middle School students, 1 District employee, and 1 chaperone to attend an Alaska Immersive field trip, Anchorage, AK from July 13 - 21, 2019. Students will analyze and interpret data to provide evidence for the effects of resource availability on organisms and populations of organisms in an ecosystem. Students will develop a model to describe the cycling of matter and flow of energy among living and non-living parts of an ecosystem. The cost of the trip, not to exceed \$13,880.00, including meals and lodging, will be sponsored by Many Skies, Inc. Transportation provided by air, not to exceed \$7,000.00, will be sponsored by Many Skies, Inc. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office. There is no cost to the District.

8.28 Ratification of Extended Field Trip, Dr. Martin Luther King Jr. Middle School, Tours of Washington D.C. and New York City, NY

BE IT RESOLVED that the Board of Education approves the ratification of the extended field trip for 10 King Middle School students and 1 District employee to attend a tour of

Washington D.C. and New York City, NY from June 16 - 22, 2019. Students understand the major events preceding the founding of the nation and relate their significance to the development of American constitutional democracy and understand the foundation of the American political system and the ways in which citizens participate in it. Students will conduct short research projects to answer a question, drawing on several sources and generating additional related, focused questions that allow for multiple avenues of exploration. Students were provided the option to fundraise to cover the cost of the trip. The cost of the trip, not to exceed \$2,570.00, including meals and lodging, will be paid for by Explore America on behalf of participating students. Transportation provided by air, not to exceed \$2,409.00 will be paid for by Explore America on behalf of participating students. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office. There is no cost to the District.

8.29 Renewal of the Agreement with Choreography By Joselyn, San Bernardino, CA to Develop the Colorguard Choreography for the Indian Springs High School Marching Band

BE IT RESOLVED that the Board of Education approves renewing the agreement with Choreography By Joselyn, San Bernardino, CA to develop the Colorguard Choreography, including drill design, flag choreography, rifle choreography, and dance routines for three full movements of the field show for the Indian Springs High School Marching Band, effective July 17, 2019 – June 30, 2020. The total cost, not to exceed \$2,000.00, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.31 Agreement with California Emerging Technology Fund, Oakland, CA, to Implement the School2Home Program

BE IT RESOLVED that the Board of Education approves entering into an agreement with California Emerging Technology Fund (CETF), Oakland, CA, to implement the School2Home program at all District middle schools, effective July 1, 2019 – June 30, 2022. CETF's mission is to close the digital divide in California and is committed to assisting and empowering residents in disadvantaged neighborhoods to use broadband and other information technologies to transform their lives, beginning with students and their parents in low-performing schools. CETF has developed School2Home as a comprehensive program to close both the achievement gap and digital divide that integrates computing and broadband technologies into the teaching and learning processes with an intense focus on parent engagement and education. CETF will provide funding for the implementation of School2Home in the amount of \$350,000.00. There is no cost to the District.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.32 Agreement with Kagan Professional Development, San Clemente, CA, to Provide

Professional Development

BE IT RESOLVED that the Board of Education approves entering into an agreement with Kagan Professional Development, San Clemente, CA, to provide a three-day workshop for 48 teachers on Cooperative Learning at a cost per teacher of \$499.00, effective July 15 – 17, 2019. The cost, not to exceed \$23,952.00, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.33 Agreement with Michigan State University, Create for STEM Institute, Lansing, MI, to Provide Professional Development

BE IT RESOLVED that the Board of Education approves entering into an agreement with Michigan State University, Create for STEM Institute, Lansing MI, to provide workshops on Next Generation Science Standards/Three-Dimensional Project-Based Learning, for 120 teachers, effective July 1, 2019 – January 30, 2020. Create for STEM Institute will provide a three-day Summer Conference – NGSS Implementation, Part 1 on how teaching and learning change following the adoption of NGSS; what does three-dimensional instruction look like in the classroom; and how can teachers support students in engaging in three-dimensional learning, at a cost of \$77,200.00 and a two-day Winter Conference – NGSS Implementation, Part 2 on Assessment in the NGSS Era: Evaluating Student Work and Evaluating and Adapting Instructional Resources, at a cost of \$47,800.00. The total cost, not to exceed \$125,000.00 at an approximate cost per participant of \$1,041.67, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.34 Agreement with Pearson K12 Learning, LLC, Hoboken, NJ, to Provide Professional Development and Access to Virtual Training

BE IT RESOLVED that the Board of Education approves entering into an agreement with Pearson K12 Learning, LLC, Hoboken, NJ, to provide access and program activation to MyPearsonTraining.com a one-stop, full-service website for innovative and effective live and on-demand Pearson, California History Social Science 9-12 training resources and professional development for 300 teachers, effective July 1, 2019 – June 30, 2021. Pearson will provide six (6) days of Foundational Overview of the California History-Social Science Framework at a daily cost of \$3,150.00 and 12 days of Job Embedded – Coaching around Lesson Analysis at a daily cost of \$3,150.00. The total cost, not to exceed \$53,865.00 (5% discount of \$2,835.00), will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.35 Amendment No. 2 to the Agreement with ItsLearning, Inc., Newton, MA, to Provide a Learning Management System

BE IT RESOLVED that the Board of Education approves amending the agreement with ItsLearning, Inc., Newton, MA, approved on June 17, 2015, Agenda Item No. 5.5. This amendment is to increase the contract amount by \$222,543.00 to provide a Learning Management System (LMS), increasing the contract amount from \$926,750.00 to a not to exceed contract amount of \$1,149,293.00. The additional cost will be paid from the Unrestricted General Fund – Targeted Support for School Progress, Account No. 243. All other terms and conditions remain the same.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.36 Business and Inservice Meetings - Educational Services

BE IT RESOLVED that the Board of Education approves the attendance and participation of the following individuals in a scheduled business and inservice meeting:

To attend the African American Parent Leadership Training, June 28-30, 2019 in Cathedral City, CA. The total cost, including meals and mileage per District guidelines, not to exceed \$10,500.00, will be paid from the Equity and Targeted Student Achievement Account No. 419.

Devonna Robertson
(DAAAC President, North Verdemont Elementary School)

Mia Cooper
(DAAAC Vice President, San Bernardino High School)

Jennifer Reed
(DAAAC Secretary, Cypress Elementary School)

Brenda Thorton
(AAPAC Representative, Arroyo Valley High School)

Sharon Saudradeen Azina Terrel
(AAPAC Representatives, Barton Elementary School)

Linda Ewing Shyann Ridgway
(AAPAC Representatives, Cole Elementary School)

8.37 Extended Field Trip, San Bernardino High School, International Thespian Festival, Lincoln, NE

BE IT RESOLVED that the Board of Education approves the extended field trip for 5 San Bernardino High School students and 1 District employee and 1 chaperone, to attend the International Thespian Festival at the University of Nebraska-Lincoln in Lincoln, NE, from June 24 – 29, 2019. The cost of the trip, not to exceed \$16,080.00, including meals and lodging, will be paid from San Bernardino High School LCAP Account No. 419. Transportation provided by air and shuttle, not to exceed \$9,100.00, will be paid from San Bernardino High School LCAP Account No 419. No student will be denied participation due to financial constraints. Names of the students are on file in the

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Business Services office.

8.38 Facilities Use Agreement with the Balboa Bay Resort, Newport Beach, CA, for Educational Services Division's Summer Leadership Planning Meeting

BE IT RESOLVED that the Board of Education approves entering into a facilities use agreement with Balboa Bay Resort, Newport Beach, CA, for Educational Services Division's Summer Leadership Planning Meeting for 20 staff members, effective July 10 - 12, 2019. The cost includes lodging, meeting rooms, and food and beverage. The cost, not to exceed \$23,500.00, will be paid from the Unrestricted General Fund — Local Control Accountability Plan (LCAP), Account No. 419.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.39 Facilities Use Agreement with the Westin Mission Hills Golf Resort & Spa, Rancho Mirage, CA, for Accountability & Educational Technology's Summer Leadership Planning Meeting

BE IT RESOLVED that the Board of Education approves entering into a facilities use agreement with the Westin Mission Hills Golf Resort & Spa, Rancho Mirage, CA, for Accountability & Educational Technology's Summer Leadership Planning Meeting for 16 staff members, effective July 14 - 16, 2019. The cost includes lodging, meeting rooms, and food and beverage. The cost, not to exceed \$10,000.00, will be paid from the Unrestricted General Fund — Technology Support Office, Account No. 322.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.40 Facilities Use Agreement with The Regents of the University of California, Los Angeles, CA, on Behalf of the UCLA Meyer & Renee Luskin Conference Center Los Angeles Campus for District Teachers to Attend the Professional Learning Opportunities Summer 2019 Conference

BE IT RESOLVED that the Board of Education approves entering into a facilities use agreement with The Regents of the University of California, Los Angeles, CA, on behalf of the UCLA Meyer & Renee Luskin Conference Center Los Angeles Campus for lodging accommodations for 90 District teachers to attend the three-day Professional Learning Opportunities Summer 2019 Conference, effective July 22 – 24, 2019. During the conference, four Curtis Center Secondary Mathematics Specialists will engage teachers in inquiry-based, standards-aligned lessons and a variety of activities designed to deepen their understanding of the California standards and practices. The cost, not to exceed \$64,530.00 at a cost per room of \$239.00 per night, per teacher, will be paid from the Unrestricted General Fund — Local Control Accountability Plan (LCAP), Account No. 419.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.41 Renewal of the Agreement with Equal Opportunity Schools, Seattle, WA, to Provide Instructional Services to Close Race and Income Participation Gaps in Advanced Placement and International Baccalaureate Courses

BE IT RESOLVED that the Board of Education approves renewing the agreement with Equal Opportunity Schools, Seattle, WA, to provide instructional services to 6,500 students and teachers at Arroyo Valley, San Bernardino, and San Geronio high schools at a cost per school of \$21,960.00, effective July 1, 2019 – June 30, 2020. The objective of the services is to close race and income participation gaps in Advanced Placement (AP) and International Baccalaureate (IB) courses, raise AP/IB performance, and develop systems and structures for the District to sustain and improve upon these results in future years. The cost, not to exceed \$65,880.00 will be paid from the Restricted General Fund – Title II Secondary Supporting Effective Instruction, Account No. 541.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.42 Renewal of the Agreement with Hablame Talk for Me Language Services, Fontana, CA, to Provide Translation and Interpretation Services

BE IT RESOLVED that the Board of Education approves renewing the agreement with Hablame Talk for Me Language Services, Fontana, CA, to provide written translation services and oral interpretation services, effective July 1, 2019 – June 30, 2020. For oral interpretation from Spanish to English or English to Spanish, the rate is \$125.00 per two-hour session. For written translations there is a minimum charge of \$50.00 per hour. The total cost, not to exceed \$100,000.00, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

Requester: Director, Categorical Programs

Approver: Assistant Superintendent, Educational Services

8.43 Renewal of the Agreement with Segerstrom Center for the Fine Arts, Costa Mesa, CA, for the Arts Teach Residency Program at Anton Elementary School

BE IT RESOLVED that the Board of Education approves renewing the agreement with Segerstrom Center for the Fine Arts, Costa Mesa, CA, for the Arts Teach Residency Program for 730 students in 29 classes at Anton Elementary School, effective August 1, 2019 – June 30, 2020. Artists will provide in-depth, visual and performing arts standards-based training to introduce students to multicultural and multidisciplinary arts experiences through workshops, demonstrations, and assemblies. The total cost, not to exceed \$50,900.00, will be paid from the Unrestricted General Fund – Targeted Instructional Improvement Block Grant, Account No. 612.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.44 Software License Agreement with Document Tracking Services, San Diego, CA

BE IT RESOLVED that the Board of Education approves entering into an agreement with Document Tracking Services (DTS), San Diego, CA, to provide document tracking capabilities and access to Local Control Accountability Plan, Single Plan for Student Achievement, School Accountability Report Card and Comprehensive School Safety Plan, effective July 1, 2019 - June 30, 2020. The cost, not to exceed \$31,245.00, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.45 Affiliation Agreement with California State University, Long Beach, CA, for the Teacher Librarian Services Credential Fieldwork

BE IT RESOLVED that the Board of Education approves entering into an affiliation agreement with California State University, Long Beach, CA, for the Teacher Librarian Services Credential Fieldwork, effective July 1, 2019 – June 30, 2020. The District shall provide to State University students library media experiences through field experiences in school libraries of the District not to exceed 1.5 semester units (45 hours) of field experiences. There is no cost to the District.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.46 Agreement with Garcia Hernandez Sawhney, LLP, to Provide Special Counsel and Legal Services to the District

BE IT RESOLVED that the Board of Education approves entering into an agreement with Garcia Hernandez Sawhney, LLP, to provide special counsel to handle matters relating to the development of Board policies and administrative regulations and provide all legal services reasonably required to represent the District's best interest in these areas, effective July 1, 2019 – June 30, 2020. The cost, not to exceed \$ 33,000.00, at an hourly rate of \$275.00 for partners, will be paid from the Unrestricted General Fund — Legal Fees, Account No. 077.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.47 Extended Field Trip, San Geronio High School, Mammoth Running Camp, Mammoth Lakes, CA

BE IT RESOLVED that the Board of Education approves the extended field trip for 20 San Geronio High School students and 4 chaperones to attend the Mammoth Cross Country Camp, Mammoth Lakes, CA, from July 22 – 27, 2019. Student athletes gain an experience of a lifetime, grow in character and sportsmanship, and gain many educational opportunities. The cost of the trip, not to exceed \$7,124.14, including meals and lodging will be paid from San Geronio High School Cross Country Club ASB Account. Transportation provided by America's Xpress Rent-A-Car, not to exceed \$2,049.80, will be paid from San Geronio High School Cross Country Club ASB Account. No student

will be denied participation due to financial constraints. Names of the students are on file in the Business Services office.

8.48 Memorandum of Understanding with Concordia University, Portland, OR, for the Online Master of Arts in Teaching

BE IT RESOLVED that the Board of Education approves entering into a memorandum of understanding for Concordia University, Portland, OR, to provide up to \$5,500.00 in scholarships to qualified applicants employed by the District who apply to, and are enrolled at, the University's Online Master of Arts in Teaching program, effective July 1, 2019 – June 30, 2022. The District will provide clinical placements to program candidates (both an 8-week practicum and a 12-week student teaching opportunity). There is no cost to the District.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.49 Ratification of the Agreement with American Medical Response, Rancho Cucamonga, CA, to Provide Stand-By Ambulance Services for San Geronio High School's Graduation Ceremony

BE IT RESOLVED that the Board of Education approves ratification of the agreement with American Medical Response (AMR), Rancho Cucamonga, CA, to provide stand-by ambulance services for San Geronio High School's graduation ceremony at an hourly cost of \$139.00 for a total of four (4) hours, effective June 6, 2019. The cost, not to exceed \$556.00, will be paid from the Unrestricted General Fund – INAP High Schools – Instructional Needs Assessment Program, Account No. 203.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.50 Renewal of the Agreement with Fagen, Friedman & Fulfroft, LLP, Los Angeles, CA, to Provide Legal Services to the District

BE IT RESOLVED that the Board of Education approves renewing the agreement with Fagen, Friedman & Fulfroft, LLP, Los Angeles, CA, to provide legal services to the District, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$10,000.00 payable at an hourly rate for Partner of \$275.00 - \$320.00, will be paid from the Unrestricted General Fund – Legal Fees, Account No. 077.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.51 Renewal of the Consultant Services Agreement with Brenda Fogg, Lincoln, CA, to Provide Customer Service Training and Support

BE IT RESOLVED that the Board of Education approves renewing the consultant services agreement with Brenda Fogg, Lincoln, CA, to provide monthly customer service training and support for 20 - 25 District employees at a rate of \$1,000.00 per workshop, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$25,000.00 includes travel expenses, will be paid from the Unrestricted General Fund – Onboarding, Account

No. 096.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.52 Renewal of the Memorandum of Understanding with Sinclair Research Group, Sacramento, CA, to Provide Program Evaluation for the Teacher Induction Program

BE IT RESOLVED that the Board of Education approves renewing the memorandum of understanding with Sinclair Research Group, Sacramento, CA, to provide program evaluation for the Teacher Induction Program (TIP), effective July 1, 2019 – June 30, 2020. Sinclair Research Group will provide support for the California Commission on Teacher Credentialing accreditation process; in particular, a complete program evaluation process for the TIP. The cost, not to exceed \$17,050.00, will be paid from the Unrestricted General Fund – Teacher Induction Program, Account No. 456.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.53 Agreement with Hazel Product, Hazel Health, Inc., San Francisco, CA, and Hazel Health Services, Truckee, CA, to Provide Telemedicine Consultations and Other Related Healthcare Services

BE IT RESOLVED that the Board of Education approves entering into an agreement with Hazel Product, Hazel Health, Inc., San Francisco, CA, and Hazel Health Services, Truckee, CA, to provide telemedicine consultations and other related healthcare services to approximately 3,550 students, effective July 1, 2019 – June 30, 2020. Hazel Health Services will provide iPads, health/weight scales, blood pressure monitors, thermometers and pulse oximeter, fully-stocked cabinet of over the counter medications and medical supplies, urgent care visits, health screenings, patient/family education, follow-up care and consultation, coordination with primary care physician, and other services. Each student will be provided a license to utilize the provider services at a monthly cost per student of \$9.00. The total cost, not to exceed \$319,500.00 payable at the monthly cost of \$26,625.00, will be paid from the Restricted General Fund – Learning Communities for School Success Program, Account No. 455 and the Restrict General Fund – Prepare and Prevent Grant, Account No. 518.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.54 Agreement with National Community Renaissance of California and Hope Through Housing Foundation, Rancho Cucamonga, CA, to Address Housing and Educational Needs of District Students

BE IT RESOLVED that the Board of Education approves entering into an agreement with National Community Renaissance of California (CORE) and Hope through Housing Foundation (HOPE), Rancho Cucamonga, CA, to develop strategies and interventions aimed at improving the educational outcomes of up to 200 District students living at Arrowhead Grove community, effective July 1, 2019 – June 30, 2020. CORE will address housing, education, economic growth, health and wellness, public safety, and

environment and infrastructure needs of District students and their families. There is no cost to the District.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.55 Agreement with San Bernardino County, Department of Public Health, San Bernardino, CA, to Provide the Friday Night Live/Club Live Program

BE IT RESOLVED that the Board of Education approves entering into an agreement with San Bernardino County, Department of Public Health, San Bernardino, CA, to provide the Friday Night Live (FNL)/Club Live (CL) Program, effective July 1, 2019 – June 30, 2023. The Program provides support and opportunities for students to build leadership and advocacy skills while promoting a healthier lifestyle. A County Health Education Specialist will provide resources to 160 students at three (3) middle schools and three (3) high schools on selected monthly awareness topics which may include: alcohol and drug abuse prevention, stop underage drinking and driving, tobacco prevention, teen traffic safety, anti-bullying prevention, and leadership conferences and training opportunities. There is no cost to the District.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.56 Extended Field Trip, Cajon High School, So Cal Yearbooks Workshop, Orange, CA

BE IT RESOLVED that the Board of Education approves the extended field trip for 3 Cajon High School students and 1 District employee, to attend the So Cal Yearbooks Workshop at Chapman University in Orange, CA, from July 19 – 22, 2019. The yearbook workshop will provide technical training for students and advisor in InDesign and photography and provide leadership and writing courses that will allow students to share what they have learned to others on the yearbook staff. The cost of the trip, not to exceed \$2,000.00, including meals and lodging will be paid from Cajon High School ASB Account. Transportation provided by parents. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services.

8.57 Facilities Use Agreement with Renaissance Indian Wells Resort & Spa, Indian Wells, CA, for Cajon High School's Summer Leadership Planning Meeting

BE IT RESOLVED that the Board of Education approves entering into a facilities use agreement with Renaissance Indian Wells Resort & Spa, Indian Wells, CA, for Cajon High School's Summer Leadership Planning Meeting for 27 staff members, effective July 17 – 18, 2019. The cost includes lodging, meeting rooms, and food and beverage. The cost, not to exceed \$7,236.00, will be paid from the Restricted General Fund — Elementary Secondary Education Act Title I, Account No. 501.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.61 Renewal of the Agreement with Dr. Vincent Pompei, San Diego, CA, to Provide Technical Assistance and Trainings on Creating Safe & Inclusive Schools for Transgender Students

BE IT RESOLVED that the Board of Education approves renewing the agreement with Dr. Vincent Pompei, San Diego, CA, to provide two days of training for up to 200 elementary and secondary school leaders at a daily cost of \$1,450.00 on Creating Safe & Inclusive Schools for Transgender Students, effective July 1, 2019 – June 30, 2020. Educators will become familiar with laws to ensure compliance, policies and best practices to support transgender and non-binary students and strategies to enact trans-inclusive college and career readiness. The cost, not to exceed \$2,900.00, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.62 Renewal of the Agreement with Ecclesia Christian Fellowship, San Bernardino, CA, to Provide Additional Staffing and Comprehensive Management and Supervision of the Before- and Afterschool CAPS Programs

BE IT RESOLVED that the Board of Education approves renewing the agreement with Ecclesia Christian Fellowship, San Bernardino, CA, to provide additional staffing and comprehensive management and supervision of the Before- and After-School CAPS programs at a rate of \$4.16 per student, per day for approximately 66 students to eliminate any wait list, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$50,000.00, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.63 Renewal of the Agreement with Ecclesia Christian Fellowship, San Bernardino, CA, to Provide Comprehensive Management and Supervision of the Before- and Afterschool CAPS Programs at Two District Schools

BE IT RESOLVED that the Board of Education approves renewing the agreement with Ecclesia Christian Fellowship, San Bernardino, CA, to provide comprehensive management and supervision of the Before- and Afterschool CAPS programs at Del Rosa and Norton elementary schools for up to 320 students at a cost per student of \$4.30 per day, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$247,591.80, will be paid from the Restricted General Fund – After School Education and Safety Program, Account No. 459.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.64 Renewal of the Agreement with Inland Empire Health Plan, San Bernardino, CA, to Provide the Health Navigator Program

BE IT RESOLVED that the Board of Education approves renewing the agreement with Inland Empire Health Plan (IEHP), San Bernardino, CA, to provide the Health Navigator (HN) Program to provide services to up to 150 students, effective July 1, 2019 – June 30, 2024. The HN Program empowers IEHP members to use preventive services and receive care for chronic conditions. The Program will educate and assist students and families with the following: primary care provider services, importance of preventive care to stay healthy and prevent disease, options for non-emergency medical help, community resources and other services as needed. There is no cost to the District.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.65 Renewal of the Agreement with Vicki Renee Lee, San Bernardino, CA, to Provide Homeless Liaison Services to the District

BE IT RESOLVED that the Board of Education approves renewing the agreement with Vicki Renee Lee, San Bernardino, CA, to provide homeless liaison services to approximately 5,890 students and families at an approximate cost per student/family of \$13.57, effective July 1, 2019 – June 30, 2024. Ms. Lee works with the schools and community to identify and serve homeless students; provide available resources to families of identified students; provide outreach at the families' residence; inform, advise and direct students and parents on solving attendance related problems; and maintains records documenting home visits and resources given to students and families. The cost, not to exceed \$79,980.00 annually at a monthly cost of \$6,665.00, will be paid from the Restricted General Fund – NCLB Title I Program Improvement School Support, Account No. 524.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.66 Renewal of the Agreement with Project Life Impact, San Bernardino, CA, to Provide Additional Staffing and Comprehensive Management and Supervision of the Before- and Afterschool CAPS Programs

BE IT RESOLVED that the Board of Education approves renewing the agreement with Project Life Impact, San Bernardino, CA, to provide additional staffing and comprehensive management and supervision of the Before- and After-School CAPS programs at a rate of \$4.15 per student, per day for approximately 80 students to eliminate any wait list, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$60,000.00, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.67 Renewal of the Agreement with Project Life Impact, San Bernardino, CA, to Provide Comprehensive Management and Supervision of the Before- and Afterschool CAPS Programs at Five District Schools

BE IT RESOLVED that the Board of Education approves renewing the agreement with Project Life Impact, San Bernardino, CA, to provide comprehensive management and supervision of the Before- and After-School CAPS programs at five (5) District schools for up to 800 students at a cost per student of \$4.04 per day, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$583,132.47, will be paid from the Restricted General Fund – After School Education and Safety Program, Account No. 459.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.68 Renewal of the Agreement with Segerstrom Center for the Fine Arts, Costa Mesa, CA, for the Arts Teach Residency Program at Palm Avenue Elementary School

BE IT RESOLVED that the Board of Education approves renewing the agreement with Segerstrom Center for the Fine Arts, Costa Mesa, CA, for the Arts Teach Residency Program for 726 students in 27 classes at Palm Avenue Elementary School, effective August 1, 2019 – June 30, 2020. Artists will provide in-depth, visual and performing arts standards-based training to introduce students to multicultural and multidisciplinary arts experiences through workshops, demonstrations, and assemblies. The total cost, not to exceed \$49,700.00, will be paid from the Unrestricted General Fund – Targeted Instructional Improvement Block Grant, Account No. 612.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.69 Renewal of the Agreement with YMCA of the East Valley, San Bernardino, CA, to Provide Comprehensive Management and Supervision of the Before- and After-School CAPS Programs at Thirty-Nine District Schools

BE IT RESOLVED that the Board of Education approves renewing the agreement with YMCA of the East Valley, San Bernardino, CA, to provide comprehensive management and supervision of the Before- and Afterschool CAPS programs at 39 District schools for up to 7,260 students at a cost per student of \$4.16 per day, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$5,437,177.73, will be paid from the Restricted General Fund – After School Education and Safety Program, Account No. 459.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.70 Renewal of the Agreement with YMCA of the East Valley, San Bernardino, CA, to Provide Additional Staffing and Comprehensive Management and Supervision of the Before- and After-School CAPS Programs

BE IT RESOLVED that the Board of Education approves renewing the agreement with YMCA of the East Valley, San Bernardino, CA, to provide additional staffing and comprehensive management and supervision of the Before- and After-School CAPS

programs at a rate of \$4.15 per student, per day for approximately 346 students to eliminate any wait list, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$259,207.70, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.71 Renewal of the Facilities Use Agreement with Sandals Church, San Bernardino, CA to Host the Synergy Day Training

BE IT RESOLVED that the Board of Education approves renewing the facilities use agreement with Sandals Church, San Bernardino, CA, to host the Synergy Day Training for up to 150 students, teachers, administrators, and counselors, effective July 1, 2019 – June 30, 2024. Synergy Day puts a diverse group of students through a day-long experience that will change their paradigm and their lives. Synergy Day teaches students how to be good leaders, active listeners, and more compassionate people by connecting with self and others. There is no cost to the District.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.72 Software License Agreement with the American School Counselor Association, Alexandria, VA, to Provide Access to American School Counselor Association National Model Portal

BE IT RESOLVED that the Board of Education approves entering into a software license agreement with the American School Counselor Association (ASCA), Alexandria, VA, to provide access to ASCA's National Model Portal for nine (9) District sites to allow District staff to review documents and provide feedback on implementation progress, effective July 1, 2019 - June 30, 2020. The cost, not to exceed \$225.00, will be paid from the Restricted General Fund – Learning Communities for School Success Program, Account No. 455.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.73 Software License Agreement with Athena Software, Ontario, Canada, to Provide Software Licenses

BE IT RESOLVED that the Board of Education approves entering into an agreement with Athena Software, Ontario, Canada, to provide web-based counseling software for confidential case file management required to be maintained by the District's Help, Empower & Advocate Resilience through Therapy (HEART) team, effective July 1, 2019 – June 30, 2020. The cost, not to exceed \$10,250.00, at a cost of \$1,025.00 per license for a total of 10 licenses, will be paid from the Restricted General Fund – Prepare and Prevent Grant, Account No. 518.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.74 Expulsion of Student(s)

BE IT RESOLVED that the Board of Education accepts and adopts the recommendation and findings of the Hearing Panel, based on a review of the Panel's finding of facts and recommendations, and orders the expulsion of the following student(s) with the birth date(s) as listed below in accordance with the Board rules and regulations and in compliance with Education Code Section 48900:

YC*(S) 03/10/2001 S 11/20/2004 * 05/13/2005 *(S) 04/01/2004
YC*(S) 05/25/2004

*The Board does hereby order the enforcement of the expulsion suspended for a period of not more than one calendar year. The suspension of the enforcement of the expulsion order is deemed appropriate for the rehabilitation of the pupil, per Education Code section 48917.

(S) A stipulated expulsion is a process whereby the pupil and his/her family acknowledge responsibility for the behavior leading to the recommendation for expulsion by the school administration, and waive their right to a hearing by admitting to the facts in support of an expulsion recommendation. The pupil and his/her family stipulate the facts of the case as presented by the school, accepting one of the following consequences: *(S) suspended expulsion, **(S) expulsion one semester, suspended expulsion one semester, (S) expulsion two semesters.

(YC) *Youth Court* is a SBCUSD program for youth who have committed education code violations 48900 or 48915 offenses (excluding mandatory offenses) for which they could be given an expulsion, but are instead given the option of appearing before a jury of their peers to explore the factors contributing to the education code violation (s) ensuring that students understand who were impacted by their actions, and what needs to be done to repair the harm caused by their actions as well as to address other contributing factors that led to the decisions made.

8.75 Student(s) Recommended for Suspension or Expulsion (Excluding Mandatory Offenses), but Remanded to Youth Court for Other Means of Correction.

BE IT RESOLVED that the Board of Education accepts and adopts the recommendation and findings of facts of Youth Services and orders the suspension or expulsion of the following student(s) with the birth date(s) as listed below in accordance with the Board rules and regulations and in compliance with Education Code Section 48900:

08/30/2007 04/18/2007 02/02/2005 06/04/2006

Education Code Section 48915 (a) states, "Principal or the Superintendent of the schools shall recommend a pupil's expulsion, unless the principal or superintendent finds and so reports in writing to the governing board that expulsion is inappropriate, due to the particular circumstance, which should be set out in the report of the incident". The student(s) identified below were found to have committed a violation of Education Code Section 48900 for which a referral for expulsion is mandated; however, the principal found that due to particular circumstances, expulsion is inappropriate.

8.76 Student(s) Recommended for Suspension, but Remanded Back to School Sites or had Suspensions Reduced Due to Completion of Youth Court, Errors of Due Process, Lack of Evidence, and/or Availability of Other Means of Correction

BE IT RESOLVED that the following student(s) were recommended for suspension, but suspension is deemed inappropriate based on due process errors, insufficient evidence,

and/or the availability of other means of correction in compliance with Education Code Section 48900. Therefore, although they were recommended for suspension, the suspension was reversed or modified.

11/18/2004 10/01/2003 08/22/2002 10/07/2003

8.77 Student(s) Recommended for Expulsion, but Remanded Back to the School Sites Due to Errors of Due Process, Lack of Evidence and/or Availability of Other Means of Correction

BE IT RESOLVED that the following student(s) were recommended for expulsion, but expulsion is deemed inappropriate based on due process errors, insufficient evidence, and/or the availability of other means of correction in compliance with the Education Code section 48900. Therefore, although they were recommended for expulsion, the expulsion is not granted:

09/02/2008 08/01/2005 11/26/2002 07/06/2011 11/06/2006 04/17/2005
01/24/2004 03/02/2002 06/13/2004 10/08/2002 01/11/2007

8.78 Lift of Expulsion of Student(s)

BE IT RESOLVED that the Board of Education authorizes the readmission of the following student(s), with the birth date(s) as indicated below, to schools of the San Bernardino City Unified School District in accordance with the Board rules and regulations and in compliance with the Education Code Section 48900:

10/07/2004

Items pulled for separate discussion and vote:

8.19 Renewal of the Agreement with San Bernardino County Superintendent of Schools, San Bernardino, CA, to Provide Courier Services to the District

Member Wyatt recused himself due to his affiliation with SBCSS.

Upon motion by Member Flores, seconded by Member Gallo, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman (Noes: None), the following was adopted:

BE IT RESOLVED that the Board of Education approves renewing the agreement with the San Bernardino County Superintendent of Schools (SBCSS), San Bernardino, CA, to provide courier services to the District, effective July 1, 2019 - June 30, 2020. The cost, not to exceed \$31,532.00, will be paid from Unrestricted General Fund – Business Services, Account No. 068.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.26 Agreement with Technical Employment Training, Inc., San Bernardino, CA, to Provide a Manufacturing Training Program for Indian Springs High School

Member Gallo recused himself due to his affiliation with TET.

Upon motion by Member Flores, seconded by Member Wyatt, and approved by the affirmative

vote of Members Flores, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None) (Hill not on dais), the following was adopted:

BE IT RESOLVED that the Board of Education approves entering into an agreement with Technical Employment Training, Inc., (TET), San Bernardino, CA, to provide a manufacturing training program for 35 students and teachers at Indian Springs High School at a cost per participant of \$1,428.57, effective July 1 – 31, 2019. TET shall create an accelerated internship program and facilitate three (3) industry tours. The cost, not to exceed \$50,000.00 will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Innovation Grants, Account No. 418.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.30 Renewal of the Sponsorship with San Bernardino Community College District and San Bernardino Valley College, San Bernardino, CA, for Pacific High School Students to Have Concurrent Enrollment for Certification as a Heavy Diesel Mechanic

President Rosales-Medina stated that diesel vehicles impact air quality and the health of those that work in that environment.

Upon motion by Member Tillman, seconded by Member Wyatt, and approved by the affirmative vote of Members Flores, Gallo, Dowdy-Rodgers, Tillman, and Wyatt (Noes: Rosales-Medina) (Hill not on dais), the following was adopted:

BE IT RESOLVED that the Board of Education approves renewing the sponsorship with San Bernardino Community College District (SBCCD) and San Bernardino Valley College, San Bernardino, CA, for up to 20 Pacific High School students to have concurrent enrollment to attend introductory classes for certification as a heavy diesel mechanic for one semester, effective July 1, 2019 – June 30, 2020. The cost, not to exceed \$1,000.00, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.58 Ratification of the Agreement with Center for Youth and Community Development, San Bernardino, CA, to Provide a Summer Day Camp for District Students

Member Tillman recused himself due to his affiliation with the Center for Youth and Community Development.

Upon motion by Member Wyatt, seconded by Member Gallo, and approved by the affirmative vote of Members Flores, Gallo, Rosales-Medina, Dowdy-Rodgers, and Wyatt (Noes: None) (Hill not on dais), the following was adopted:

BE IT RESOLVED that the Board of Education approves ratifying the agreement with Center for Youth and Community Development, San Bernardino, CA, to provide an eight-week Summer Day Camp for 200 District students at a cost per student, per day of \$15.00, effective June 10 – August 2, 2019. Activities offered at the Summer Day Camp include: Algebra institute, sports, music and dance, horticulture, healthy eating and

living, youth employment opportunities, field trips and hands-on STEM projects. The cost, not to exceed \$117,000.00, will be paid from the Restricted General Fund – After School Education and Safety Program, Account No. 459.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.59 Renewal of the Agreement with Center for Youth and Community Development, San Bernardino, CA, to Provide Additional Staffing and Comprehensive Management and Supervision of the Before- and Afterschool CAPS Programs

Member Tillman recused himself due to his affiliation with the Center for Youth and Community Development.

Upon motion by Member Wyatt, seconded by Member Gallo, and approved by the affirmative vote of Members Flores, Gallo, Rosales-Medina, Dowdy-Rodgers, and Wyatt (Noes: None) (Hill not on dais), the following was adopted:

BE IT RESOLVED that the Board of Education approves renewing the agreement with Center for Youth and Community Development, San Bernardino, CA, to provide additional staffing and comprehensive management and supervision of the Before- and Afterschool CAPS programs at a rate of \$4.15 per student per day for approximately 133 students to eliminate any wait list, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$100,000.00, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

8.60 Renewal of the Agreement with Center for Youth and Community Development, San Bernardino, CA, to Provide Comprehensive Management and Supervision of the Before- and Afterschool CAPS Programs at Thirteen District Schools

Member Tillman recused himself due to his affiliation with the Center for Youth and Community Development.

Upon motion by Member Wyatt, seconded by Member Gallo, and approved by the affirmative vote of Members Flores, Gallo, Rosales-Medina, Dowdy-Rodgers, and Wyatt (Noes: None) (Hill not on dais), the following was adopted:

BE IT RESOLVED that the Board of Education approves renewing the agreement with Center for Youth and Community Development, San Bernardino, CA, to provide comprehensive management and supervision of the Before- school and Afterschool CAPS programs at 13 District schools for up to 1,980 students at a cost per student of \$4.18 per day, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$1,488,982.78, will be paid from the Restricted General Fund – After School Education and Safety Program, Account No. 459.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

SESSION NINE

9.0 *Action Items*

9.1 Personnel Report #22, Dated June 18, 2019

Upon motion by Member Flores, seconded by Member Wyatt, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, and Wyatt (Noes: None) (Tillman not on dais), the following was adopted:

BE IT RESOLVED that Personnel Report #22, dated June 18, 2019, which contains actions such as hiring, retirements, resignations, promotions, and terminations involving certificated, classified, and other employees in the categories of noon duty aides, recreational supervisors, substitute employees, and others, be ratified and/or approved as presented. Personnel actions included in this report are in accordance with policies of the Board of Education, the rules and regulations of the Personnel Commission, and the District's Affirmative Action Plan.

9.2 2019-2020 Consolidated Application and Reporting System (CARS) Spring Submission

Upon motion by Member Wyatt, seconded by Member Gallo, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, and Wyatt (Noes: None) (Tillman not on dais), the following was adopted:

BE IT RESOLVED that the Board of Education approves the June 18, 2019, Spring submission of the District Consolidated Application for Categorical Program funds.

BE IT FURTHER RESOLVED that Kennon Mitchell, Assistant Superintendent, Educational Services, be authorized to sign all documents relating to the submission of the District Consolidated Application on behalf of the Board of Education.

9.3 Adoption of Fiscal Year 2019-20 Budget

Upon motion by Member Gallo, seconded by Member Flores, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, and Wyatt (Noes: None) (Tillman not on dais), the following was adopted:

BE IT RESOLVED that the Board of Education adopts the Fiscal Year budget as presented. The Fiscal Year 2019-20 Budget has been prepared and presented to the Board of Education for adoption on June 18, 2019.

For Fiscal Year 2019-20, the Board of Education has selected the single budget adoption cycle, which requires the final budget be adopted prior to July 1, 2019. A separate summary of budgeted revenues and expenditures, as well as estimated unaudited beginning balances and projected ending fund balances for all funds, has been presented to the Board of Education prior to the meeting. In addition, a summary and detailed budget will also be available for public review prior to the meeting.

Any changes, as a result of the State budget adoption, will be submitted in the form of a budget revision within 45 days after the Governor signs the State Budget Act.

The following is a summary of the Fiscal Year 2019-20 Final General Fund Budget:

**San Bernardino City Unified
2019-20 Projected Budget**

Revenues:	
LCFF Sources	\$ 553,192,102
Federal Revenues	50,789,417
Other State Revenues	74,455,174
Other Local Revenues	<u>9,790,738</u>
Total Revenues	\$ 688,227,431
Expenditures:	
Certificated Salaries	\$ 297,814,486
Classified Salaries	89,822,795
Employee Benefits	184,743,203
Books and Supplies	35,544,975
Services, Other Operating Expenses	97,440,518
Capital Outlay	8,689,474
Direct Support/Indirect Costs	<u>2,897,969</u>
Total Expenditures	\$ 716,953,420
Net Change in Fund Balance	(\$ 28,725,989)
Net Estimated Beginning Fund Balance as of 7/1/2019	
Unrestricted General Fund	\$ 46,026,868
Restricted General Fund (Categorical Programs)	\$ 27,220,662
Projected Ending Fund Balance as of 6/30/2020	\$ 44,521,541
Components of Ending Fund Balance:	
Required Reserve Amounts:	
Revolving Cash	\$ 210,000
Stores	95,462
Designated for Restricted Programs	21,414,856
Assigned Balances:	
Reserve for Deficit Spending	7,862,033
Reserve for Economic Uncertainties	14,300,000
Unappropriated Fund Balance	\$ 639,189

Also provided is a summary of proposed expenditures under the Local Control Accountability Plan (LCAP). These expenditures have been included in the budget for the General Fund for Fiscal Year 2019-20. The LCAP plan has been developed with input from parents, the community, and stakeholders at numerous meetings over the last several months. This input determined the goals outlined in the plan and the allocation of budget to those priorities.

In addition to the usual certification of the budget adoption, the following certifications are required:

The amount of reserves in the District's Workers' Compensation Self-Insurance Fund: The amount is projected at \$21,267,381.

A Public Hearing was held on June 4, 2019, concerning the adoption of the budget for Fiscal Year 2019-20.

At this time, it is appropriate for the Board of Education to take action to adopt the Fiscal Year 2019-20 budget.

BE IT FURTHER RESOLVED that the budget as adopted, reserves \$21,267,381 for the cost of self-insured workers' compensation claims.

9.4 Adoption of the 2017-2020 Local Control and Accountability Plan – Draft 2018-2019 Annual Update and 2019-2020 Plan

Upon motion by Member Wyatt, seconded by Member Tillman, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

A public hearing for the proposed 2017-2020 Local Control and Accountability Plan with the 2018-2019 Annual Update and 2019-2020 Plan Update, reflecting stakeholder input, was held at the Board of Education meeting on June 4, 2019.

BE IT RESOLVED that the Board of Education adopts the proposed 2017-2020 Local Control and Accountability Plan – Draft 2018-2019 Annual Update and 2019-2020 Plan Update.

9.5 Amendment to Board Bylaw 9250 – Remuneration, Reimbursement and Other Benefits (First Reading)

Upon motion by Member Tillman, seconded by Member Flores, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

BE IT RESOLVED that the Board of Education accepts the amendment to Board Bylaw 9250 as presented.

9.6 Resolution to Approve or Deny the Charter Petition for Taylion San Bernardino Academy and Adopt the Resolution Effectuating that Action

This item was voted on under Session Three: Action Reported from Closed Session.

9.7 Approve Material Revision to the Savant Preparatory Academy of Business Charter and Adopt the Resolution Effectuating that Action

Member Tillman recused himself due to his affiliation with Savant Preparatory Academy of Business.

Upon motion by Member Wyatt, seconded by Member Flores, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, and Wyatt (Noes: None), the following was adopted:

WHEREAS, pursuant to Education Code Section 47605 *et seq.*, the Governing Board of the San Bernardino City Unified School District (“District Board”) is required to review charter petitions and authorize creation and/or renewal of charter schools and consider requests for material revisions to charters under its oversight; and

WHEREAS, the District Board previously approved the Charter for the Savant Preparatory Academy of Business Charter School (“Savant”) with the current term of Savant’s Charter running through and including June 30, 2021; and

WHEREAS, pursuant to the Charter Schools Act of 1992 material revisions to a charter school’s charter are governed by the standards and criteria applicable to initial requests for a charter, including approval by the oversight agency, and at the time of any material revision to a charter, the revised charter must include a reasonably comprehensive description of any requirement applicable to charter schools that was enacted into law after that charter was previously granted/renewed/revised; and

WHEREAS, Savant has requested that the District Board approve material revisions to its Charter; and

WHEREAS, Savant’s primary purpose in requesting the revisions is to amend Savant’s admissions preferences to meet eligibility requirements for the California School Finance Authority’s California School Facility Grant Program (SB740 Program); and

WHEREAS, a public hearing on the provisions of the Charter Petition was conducted on May 21, 2019, pursuant to Education Code Section 47605, at which time the District Board considered the level of support for the materially revised Charter by teachers employed by the District, other employees of the District, and parents; and

WHEREAS, the materially revised Charter that Savant is requesting be approved has been provided to the Governing Board in paper and electronic format; and

WHEREAS, District staff has reviewed and analyzed all of the information received with respect to the materially revised Charter, including the specific material revisions requested and information related to the operation and potential effects of Savant pursuant to the materially revised Charter; and

WHEREAS, based upon its review of the materially revised Charter, District staff has recommended that the District Governing Board approve the material revisions to the Savant Charter; and

WHEREAS, the Governing Board has fully considered the materially revised Charter Petition and the recommendation provided by District staff;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. That the District Board finds the above-listed recitals to be true and correct and incorporates them herein by this reference.
2. That the District Board, hereby approves the materially revised Savant Charter for the remainder of the current Charter term, which runs through and including June 30, 2021.

The foregoing resolution was considered, passed, and adopted by this Board at its regular meeting of June 18, 2019.

9.8 Approval of the Memorandum of Understanding (MOU) Between San Bernardino City Unified School District and Certain Charter Schools for Police Services

Upon motion by Member Gallo, seconded by Member Wyatt, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

This Memorandum of Understanding (“Agreement”) is approved and entered into as of this first day of July, 2019 (“Effective Date”), by and between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (the “District”) and charter schools in the District.

RECITALS

WHEREAS, the Charter School occupies and operates its charter school program at certain real property, as more particularly described in the attached “Addendum”, attached hereto and incorporated herein by this reference (the “School Site”); and

WHEREAS, Charter School desires to use the services of the San Bernardino City Unified School District Police Department (“District Police”); and

WHEREAS, District is willing to grant to Charter School the use of services of the District Police, as defined below, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the parties desire by this Agreement to provide for the terms and conditions for the use of the services of the District Police.

AGREEMENT

NOW, THEREFORE, the parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

Section 1. Services. In consideration of the Service Fee, defined below, District Police shall provide the following services (“Services”) to the Charter School:

- Provide background checks on volunteers within one (1) month of receipt of application;
- Respond to calls from School Site;
- Respond to alarm calls from School Site;
- Provide training and community policing activities from time to time, as mutually agreed upon between the parties.

Service shall be provided in accordance with the Memorandum of Understanding between the San Bernardino City Unified School District and the City of San Bernardino, dated December 5, 2014, as may be amended (“City MOU”), which is attached hereto as Exhibit “B.”

Section 2. Charter School Obligations. Charter School shall be required to meet with District Police to review configuration of alarms and police lines for alarms in order to begin receiving Services. Charter School shall be required to attend an orientation/training meeting with the District Police prior to commencement of Service. Charter School shall remain responsible for ensuring the security of the School Site through security policies and procedures, security systems and devices, including, but not limited to, locks, gates, and a monitored security system. The Charter School is required at all times to maintain the security of the School Site by the proper use of all such policies, procedures, security systems and devices.

Section 3. Service Fee. Charter School shall pay a service fee (“Service Fee”) of Seventy Dollars (\$70.00) per enrolled student, per *year*. Student count shall be based on current California Department of Education official enrollment counts. Charter Schools will be billed semi-annually with payments due semi-annually on September 1st and on March 1st. In the event of any early termination Charter School shall not be entitled to any refund of any prepaid Service Fees. Payments not received by District within ten (10) days of becoming due, shall bear interest on the delinquent amount at the rate of ten percent (10%) per month from the date due until the date paid.

Section 4. Term. The term of this Agreement shall be for one (1) year from the Effective Date (“Term”), unless mutually extended in writing by both parties. This Agreement may be terminated immediately by District if Charter School is in material breach of the Agreement or upon the revocation, suspension or expiration for any reason of Charter School’s Charter. Either party may terminate the Agreement without cause upon six (6) months’ written notice to the other party.

Section 5. Indemnification. With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the District, the Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney’s fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the School Site after the Effective Date, arising from, or in connection with, the Charter School’s use of the School Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Charter School in or about the School Site. Charter School’s obligation to defend the District and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. The provisions of this Section shall survive the termination or expiration of this Agreement.

Section 6. Governing Law. This Agreement shall be governed by the laws of the

State of California with venue in San Bernardino County.

Section 7. Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall bear their own attorneys' fees.

Section 8. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both parties.

Section 9. Notices. Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

If to District: San Bernardino City Unified School District
Attention: Christopher Tickell
Director of Charter Schools
4030 Georgia Blvd.
San Bernardino, CA 92407
E-Mail: christopher.tickell@sbcusd.com

If to Charter School: (See Attached Addendum)
Attention: (See Attached Addendum)

Any party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other parties in the manner provided for giving notice.

Section 10. Official Representatives. The official representative for District shall be Christopher Tickell, Director of Charter Schools, or his designee. The official representative for Charter School shall be the charter school designee.

Section 11. Employees/Independent Contractors.

(a) For purposes of this Agreement, all persons employed by Charter School in the performance of services and functions with respect to this Agreement shall be deemed employees of Charter School and no Charter School employee shall be considered as an employee of the District under the jurisdiction of District, nor shall such Charter School employees have any District pension, civil service, or other status while an employee of the Charter School.

(b) Charter School shall have no authority to contract on behalf of District. It is expressly understood and agreed by both parties hereto that Charter School, while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of District.

Section 12. Assignment. Charter School shall not assign this Agreement.

Section 13. Nondiscrimination. In utilizing the Agreement, Charter School shall

comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

Section 14. Exhibits. The following appendix which is attached hereto is incorporated herein and made a part of this Agreement:

Exhibit A: Addendum to the MOU

Section 15. Recitals. The Recitals are incorporated into this Agreement as though fully set forth herein.

Section 16. Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the District and Charter School. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

Section 17. Ambiguities not to be Construed against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties hereto with respect to this Agreement.

Section 18. Days/Holidays. All references to days herein shall refer to calendar days unless otherwise noted. When performance of an obligation or satisfaction of a condition set forth in this Agreement is required on or by a date that is a Saturday, Sunday, or legal holiday, such performance or satisfaction shall instead be required on or by the next business day following that Saturday, Sunday, or holiday, notwithstanding any other provisions of this Agreement.

Section 19. Nonliability of Officials. No officer, member, employee, agent, or representative of the parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

Section 20. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

Section 21. Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

Section 22. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will

nevertheless continue in full force without being impaired or invalidated in any way.

Section 23. No District Affiliation/Endorsement. Charter School shall not imply, indicate or otherwise suggest that Charter School's use and/or any related activities are connected or affiliated with, or are endorsed, favored or supported by, or are opposed by the District. No signage, flyers or other material may reference the District, any school name, logo or mascot without the District's prior written consent.

Section 24. Board Approval. This Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the District's Board of Trustees duly passed and adopted.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

No other changes to the existing MOU between the City of San Bernardino and the San Bernardino City Unified School District other than the addition of the above school sites.

Each year, the District will provide the City of San Bernardino an updated list of charter schools that have entered into an MOU with San Bernardino City School District for Police Services.

BE IT RESOLVED that the Board of Education approves the Memorandum of Understanding between San Bernardino City Unified School District and certain Charter Schools for Police Services.

Exhibit "A"

Addendum to the MOU

Addendum to Memorandum of Understanding
Between the San Bernardino City Unified School District
and the City of San Bernardino

Purpose: To add, in addition to events on or near (generally within 1,000 feet of) school campuses within the City of San Bernardino, to also include the following Charter Schools and their physical addresses:

Ballington Academy
799 East Rialto Ave.
San Bernardino, CA 92408

Entrepreneur High School
26655 Highland Ave.
Highland, CA 92346

Excel Prep School
2050 Pacific Street
San Bernardino, CA 92404

New Vision Middle School
26655 Highland Ave.
Highland, CA 92346

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Norton Science & Language Academy
503 E Central Ave.
San Bernardino, CA 92408

PAL Charter Academy
2450 Blake Street
San Bernardino, CA 92407

SOAR Charter School
198 Mill Street
San Bernardino, CA 92408

Exhibit "B"

City MOU

2014-371

Exhibit A

**Memorandum of Understanding
between the
San Bernardino City Unified School District
and the
City of San Bernardino**

Purpose

To clarify the working relationship and facilitate open lines of communication between the City of San Bernardino (hereafter referred to as "City") and the San Bernardino City Unified School District (hereafter referred to as "District") as well as to acknowledge the District's responsibility regarding events on or near (generally within 1,000 feet of) school campuses within the City of San Bernardino.

Background

By virtue of Education Code Section 39670 and Penal Code Section 830.32, sworn members of the District's Police Department are peace officers with authority/jurisdiction anywhere in the State of California in relation to the duties of their employment. Additionally, the District's Police Department is approved by the California Commission on Peace Officer Standards and Training (POST). The District's Police Department complies with Department of Justice (DOJ) reporting guidelines for those crimes investigated by the Department.

The San Bernardino City Unified School District's Board of Education established the District's Police Department to be the responding agency with respect to incidents/crimes occurring on property belonging to, adjacent to or under the control of the School District at any time of the day or night, as well as:

- Incidents/Crimes committed by or against students of this District, having a nexus to school attendance or activities, occurring within the boundaries of the District during school hours, and
- Incidents/Crimes committed by or against students of this District while those students are directly en route between their residence and their school of attendance or school activities.

Jurisdiction of Investigations

The District's Police Department will normally conduct investigations on all incidents/crimes falling within their jurisdiction, including:

- Processing of routine crime scenes
- Arrest, transport and booking
- Collection, preservation and storing of evidence
- Filing of cases with the District Attorney's office and/or Probation

As the primary law enforcement agency of the City of San Bernardino, the City's Police Department will, upon notification by the District's Police Department, become the primary agency on any incident/crime requiring resources beyond those the District's Police Department is able to provide. Examples include:

- Murder
- Officer-involved shootings
- Crimes against children
- Sexual assault cases

Cooperation on High-Risk Police Operations

Recognizing that the District has year-round classes and evening activities, the City's Police Department will notify the District's Police Department of any high risk operations that may involve or impact a school site. Examples of such incidents include service of warrants, hazardous material spills, stakeouts, barricaded subject scenes, etc. Specifically, City's Police Department and District's Police Department agree to the following:

- Recognizing that District may have a contingent of police officers who could be on a school campus at any hour of the day or night, City's Police Department will make a concerted effort to notify District's Police Department before beginning any tactical operation that may impact a school site or district property at any time.
- City's Police Department will notify District's Police Department as soon as practical when it has a high risk (known or reasonably suspected potential for violence or injury) tactical police operation within a one block radius of a city school campus. Consideration will be given to school children entering the tactical operation area en route to or from school.
- District's Police Department will identify a liaison to coordinate with City's Police Department as needed during the duration of the tactical operation.
- District's Police Department will determine and communicate with City's Police Department regarding what population/activities may be present on impacted school grounds and will assist with securing and safeguarding those sites.
- District's Police Department will be responsible for notifying the appropriate official at the impacted school(s), who will take appropriate action to lessen any potential risk to staff and students.
- District's Police Department or any other school employees/administrators notified of the operation will maintain the confidentiality of the police operation until its completion or until otherwise notified.
- City's Police Department will advise District's Police Department upon completion of the operation or when the potential impact on schools is eliminated.

Mutual Aid / Communication

Officers of both departments will provide mutual aid to the extent practical in all appropriate situations. Both departments agree to exchange reports and any information that may be mutually beneficial to facilitate investigations and other police functions. City's Police Department and District's Police Department will share information as reasonably possible

regarding juvenile suspect/arrest information. An effort will especially be made to share information related to suspects or offenses when such information may help to protect the safety of students, school personnel or school campuses. Each agency will be responsible for internal distribution and confidentiality of any information released to them.

Mutual Indemnification Clause

The City of San Bernardino shall defend, indemnify, and hold harmless the San Bernardino City Unified School District, the District Police Department, its officers, employees and agents from and against any and all liability, loss, expense, attorneys fees, or claims for injuries or damages arising out of the performance of this agreement, but only in proportion to, and to the extent that, such liability, loss, expense, attorneys fees, or claims for injuries or damages are caused by or are the result of the negligent or intentional acts or omissions of the City of San Bernardino, its officers, agents or employees.

The San Bernardino City Unified School District shall defend, indemnify, and hold harmless the City, its elected officials, appointed officials, boards, commissions, officers, employees, and agents from and against any and all liability, loss, expense, attorneys fees, or claims for injuries or damages arising out of the performance of this agreement, but only in proportion to and to the extent that, such liability, loss, expense, attorneys fees, or claims for injuries or damages are caused by or are the result of the negligent or intentional acts or omissions of the San Bernardino City Unified School District, its officers, agents or employees.

Duration and Scope of Agreement

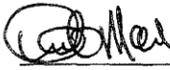
This memorandum of understanding will remain in effect until or unless amended or terminated by either agency. Either party to this MOU may terminate it at any time and for any reason. Written notice of termination shall be provided no less than ten days prior to the effective date of termination. This agreement shall supercede and invalidate any and all preceding agreements between these two agencies.



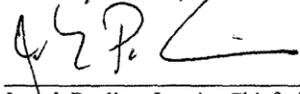
Allen Parker, City Manager
City of San Bernardino
Date: 11/3/14



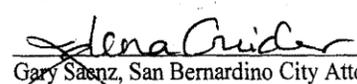
Jarrod Burguan, Chief of Police
San Bernardino Police Department
Date: 11-25-14



Dr. Dale Marsden, Superintendent
San Bernardino City Unified School District
Date: 12-2-14



Joseph Paulino, Interim Chief of Police
San Bernardino City Unified School District
Police Department
Date: 12/5/14

Approved as to form:


Gary Saenz, San Bernardino City Attorney

9.9 Approve the Special Education Memorandum of Understanding by and Between the San Bernardino City Unified School District and Entrepreneur High School

Upon motion by Member Tillman, seconded by Member Gallo, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

This Memorandum of Understanding ("MOU") is executed by and between the Board of Trustees of the San Bernardino City Unified School District ("District"), a school district organized and existing under the laws of the State of California and operating as a single-district special education local plan area ("SELPA") and Entrepreneur High School ("Charter School"), a charter school organized and existing under the laws of the State of California (collectively, "the Parties").

Throughout this MOU, the Charter, and any attachments, exhibits, and/or appendices hereto, any and all references to Entrepreneur High School, Charter School, or the School shall apply with full force and effect to Entrepreneur High School.

In consideration of the promises, mutual covenants and agreements herein set forth, the District and the Charter School do hereby agree as follows:

IV. TERM

This MOU shall run from July 1, 2019 through June 30, 2022, unless either party provides the other with a thirty-day written notice of intent to terminate the agreement, or unless otherwise renewed by Agreement of the Charter School and the District, although any payments remaining outstanding after the end of the term shall remain due and payable pursuant to the terms of this MOU.

V. SPECIAL EDUCATION SERVICES/504

The following provisions govern the application of special education to Charter School students;

- A. It is understood that all children will have access to the Charter School and no student shall be denied admission based solely on disability status. Furthermore, no student and/or parent will be encouraged not to enroll or to leave the Charter School because the Charter School does not provide special education services, or is not a good fit for the student.
- B. Pursuant to Education Code Section 47641(b), the Charter School has elected to be deemed a public school of the District for special education purposes. Nothing in this Agreement shall prevent the Charter School from seeking membership in a SELPA as a local educational agency ("LEA"). In the case that LEA status and membership in a SELPA is attained by the Charter School, the parties shall meet to renegotiate this MOU as the terms of this MOU will no longer align with the legal status of the parties.

C. Section 504 and the ADA

1. Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and the Americans with Disabilities Act (“ADA”) with respect to eligible students.
2. The Charter School shall adopt a Section 504 policy, procedure, and forms.
3. By September 1 of each year, the Charter School shall designate a Charter School employee responsible for Section 504 compliance and notify the District Director of Special Education in writing of the name of the responsible individual.
4. The Charter School will comply with all applicable state and federal laws regarding compliance with Section 504 and the ADA.

D. Charter School Special Education Responsibilities

1. General Requirements

The Charter School and the District will adhere to the provisions of the Individuals with Disabilities in Education Improvement Act (“IDEA”) and California special education laws and regulations to assure that all students with disabilities are accorded a free, appropriate public education (“FAPE”). The Charter School will also ensure that no student otherwise eligible to enroll in their Charter School will be denied enrollment on the basis of their special education status.

The Charter School will comply with Section 504, the ADA, and all Office for Civil Rights mandates as applicable for students enrolled in the Charter School.

The Charter School will use District forms to develop, maintain, and review assessments and Individual Education Programs (“IEP”) in the format required by the District and in accordance with District policies and procedures. The Charter will maintain copies of assessments and IEP materials for District review upon request.

The Charter School will participate in the state quality assurance process for special education (i.e. verification reviews, coordinated compliance self-reviews, complaints monitoring, procedural safeguards, and the local plan).

The Charter School is solely responsible for the management of its special education budgets, personnel, programs and services. The Charter School will ensure that its special education personnel or contracted personnel is appropriately credentialed, licensed or on waiver consistent with California laws and regulations.

The Charter School will implement the programs and services, including providing related services, required by the IEPs of the students enrolled at the Charter School, at its own expense, utilizing state and federal funds allocated to the Charter School. The Charter School may request related services (e.g., Psychological assessments, Counseling, Occupational Therapy, Adapted P.E., Nursing, etc.) from the District, on a “fee-for-service” basis, by submitting written requests to the District. The provision of such related service on a “fee-for-service” basis may be made available by the District at the District’s sole option and via a separate written agreement between the District and the Charter School.

The Charter School may also provide related services by hiring or contracting with credentialed or licensed providers through private agencies or independent contractors.

2. Transferring Students

For students transferring to the Charter School from District schools, the Charter School will provide a comparable program to that set forth in the student’s last agreed upon and implemented IEP, including related services, for the first thirty (30) days after enrollment, unless otherwise agreed in writing by the parent/legal guardian and Charter School. IEP team meetings for such students will be held within thirty (30) days of the student’s enrollment in accordance with state and federal law. When requested by the Charter School, a District special education representative shall participate in a student’s first IEP meeting at the Charter School to assist with transition issues.

For students transferring to the Charter School from other school districts, the Charter School shall provide a comparable program to that set forth in the student’s last agree upon and implemented IEP, including related services, for the first thirty (30) days after enrollment, unless otherwise agreed in writing by the parent/legal guardian and Charter School. IEP team meetings for such students will be held, during which the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law within thirty (30) days of the student’s enrollment in accordance with state and federal law.

3. Assessments

The referral process shall include Student Success Team (“SST”) meetings to review prior interventions, accommodations and modifications and to recommend further interventions as appropriate. The referral process shall be supported by the Response to Intervention (“RtI”) model approach using data to identify student strengths and weaknesses. Upon review of accumulated data, observation and review of records, the Charter School may determine that assessment is necessary to determine possible

eligibility for special education programs and related services. The Charter School understands and agrees that utilization of the SST process does not waive and/or toll applicable timelines for responding to a request for assessment.

Upon a parent's written request for assessment, the Charter School shall either develop an assessment plan or provide the student's parent/guardian with prior written notice of the Charter School's denial of the request for assessment within 15 days of receiving the request for assessment. The assessment plan will describe the types of assessments that may be used to determine the eligibility of students for special education instruction and services. Assessments will be conducted within legal timelines, after receiving the parents' written consent. The Charter School shall conduct an IEP team meeting that includes required team members within mandated timelines for each student assessed to discuss results, determine eligibility, and (if eligible) specify special education instruction and services. The Charter School will make decisions regarding eligibility, goals, program, placement, and exit from special education through the IEP process according to federal, state and District timelines.

The Charter School will make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments, and triennial assessments, in accordance with state and federal law. The Charter School will also respond to parent/guardian requests for independent educational evaluations ("IEE"), and any IEEs granted by the Charter School will be solely funded by the Charter School.

4. Alternative Placements

In the event that the Charter School is not an appropriate placement for a student with special needs, the Charter School understands and agrees that it is responsible for offering and making available a full continuum of placement options, including special day class placement, non-public school placement, and placement in a residential treatment center.

The Charter School will contact the District to discuss placement and service alternatives for a student who requires a more restrictive setting. Charter School IEP teams will facilitate participation of a District special education administrator at an IEP team meeting whenever it is anticipated that a student may require placement in a special day class at a District school, by giving the District five (5) school days' notice of the IEP meeting. The Charter School shall cooperate and make reasonable efforts to accommodate the District representative's schedule to the extent possible under legal timelines.

If an IEP team, with the prior approval of the SELPA committee, places a student who previously participated in in a District special day program with District representation on the IEP team, the District will be fully

responsible for the quality of the program and for any costs incurred for such a placement if the student returns back to the district. To the extent that the District places a student in a special day class pursuant to this paragraph, the Average Daily Attendance earned by the pupil shall accrue to the District. If the school places a student who resides in the District, but was not previously designated as SDC to a SDC classroom, the Charter school will be fully responsible for the quality of the program and any costs incurred for such a placement. To the extent that the Charter School places a student in a special day class pursuant to this paragraph, the Average Daily Attendance earned by the pupil shall accrue to the charter school. This cost shall be throughout the years the student would have attended the charter school or the student leaves the District whichever occurs first.

If an IEP team, with the prior approval of the SELPA committee, places a student who resides outside of the District in a special day program with District representation on the IEP team, the Charter School will be fully responsible for the quality of the program and for any costs incurred for such a placement. To the extent that the Charter School places a student in a special day class pursuant to this paragraph, the Average Daily Attendance earned by the pupil shall accrue to the Charter School. SELPA funds to assist with placements, including but not limited to the X Pot referenced in Section 11, will be made available to the Charter School in the same manner as they are made available to other schools of the District.

If an IEP team places a student in a special education program provided by another entity, including a non-public school, the Charter School will be fully responsible for the quality of the program and for any costs incurred for such a placement. SELPA funds to assist with placements, including but not limited to the X Pot referenced in Section 11, will be made available to the Charter School in the same manner as they are made available to other schools of the District. To the extent that the Charter School assumes responsibility for placement under this paragraph, the Average Daily Attendance earned by the pupil placed, shall accrue to the Charter School.

5. Least Restrictive Environment

The Charter School will support movement of students with disabilities into less restrictive environments and increase interactions of students with disabilities with non-disabled students.

6. Staffing Requirements

The Charter School shall provide planned staff development activities and participate in available appropriate District/SELPA trainings to support access by students with disabilities to the general education classroom,

special education, including the IDEA, general education curriculum, integration of instructional strategies and curriculum adaptations to address the diverse learner, and interaction with non-disabled peers. The District shall make staff development activities related to special education available to Charter School staff in the same manner as made available to other public schools of the District, and shall provide reasonable advance written notice of such activities to the Charter School.

The Charter School shall maintain personnel and/or contract with outside agencies to provide special education and related services as required by students' IEPs. Should the Charter School fail to provide special education and related services, following written notice, the District may place District personnel at the Charter School to provide services on a fee for services basis at the prevailing rate, including reimbursement for travel costs and the District cost for supervision. Should any District employee provide services, the Charter School agrees to follow the District's collective bargaining agreement regarding staffing requirements, caseloads, and grievance procedures. Any District employee providing services at the Charter School remains an employee of the District.

The Charter School will ensure that the teachers and other persons who provide services to a student with disabilities are knowledgeable of the content of the student's IEP. The Charter School will maintain responsibility for monitoring progress towards IEP goals for students with special needs enrolled in the Charter School. Subject to the possible need for an alternative placement as described above in paragraph D.4, and as determined by the IEP team, the Charter School will assess and develop Individual Transition Plans to help students with disabilities transition to adult living in accordance with District policies and procedures.

7. Student Discipline/Inclusion

The Charter School will ensure that it makes the necessary adjustments to comply with the mandates of state and federal laws, including the IDEA, regarding discipline of students with disabilities. Discipline procedures will include positive behavioral interventions. Prior to recommending expulsion and/or prior to the eleventh day of consecutive suspension or a change of placement pursuant to Title 34 of the Code of Federal Regulations, Section 300.536, for a student with disabilities, the Charter School will convene a manifestation determination IEP. The Charter School will collect data pertaining to the number of special education students suspended or expelled. The District may provide appropriate representation at Charter School manifestation determination IEP's upon at least five (5) school days' notice to the District by the Charter School.

8. Procedural Safeguards/Due Process Hearings

The District may invoke dispute resolution provisions set out in the Charter petition, initiate due process hearings, and/or utilize other procedures applicable to the Charter School if the District determines that such action is legally necessary to ensure compliance with federal and state special education laws and regulations. The Charter School may request District action on behalf of the Charter School and the District and the Charter School shall meet to agree on a course of action.

In the event that a parent or guardian of a student attending the Charter School initiates due process proceedings, the District and the Charter School shall work together in an attempt to resolve the matter at an early stage (informal settlement or mediation), and will participate in any resolution sessions required by law. In the event that the District determines that legal representation is needed, the District and the Charter School shall be jointly represented by District legal counsel unless there is a conflict of interest. If the Charter School chooses to retain separate legal counsel, the Charter School shall be responsible for the separate fees and costs of such representation.

The Charter School will be solely responsible for the District's and Charter School's joint legal fees, prospective special education and related services, compensatory education, reimbursement, and/or student's attorney's fees awarded by a due process hearing officer, or court for any time period a student was enrolled in the Charter School.

However, in the event that any claim involves a time period where a student was enrolled in another school of the District, the District shall be solely responsible for that time period in which the student was enrolled in the District school, including funding the District's and Charter School's joint legal fees.

9. Complaints

In consultation with the Charter School, the District will investigate and respond to all special education complaints the District receives pertaining to the Charter School including the District's Uniform Complaint Procedures, Office for Civil Rights and California Department of Education Special Education Compliance Complaints. The Charter School's Uniform Complaint Procedure shall designate the District's Uniform Complaint Procedure officer as the designated official for complaints regarding special education services. The Charter School will cooperate with the District in any such investigations and provide the District with any and all documentation that is needed to respond to complaints. The District will meaningfully involve the Charter School in any investigation or implementation of remedies, prior to either of these occurring, and will accept input from the Charter School. The Charter

School will be solely responsible for the costs resulting from, arising out of, or associated with the investigation and implementation of appropriate remedies with regard to a complaint filed regarding a student's attendance at the Charter School.

However, in the event that any complaint involves a time period where a student was enrolled in another school of the District, the District shall be solely responsible for that time period in which the student was enrolled in the District school.

10. Funding of Special Education Services

As the Charter School is currently deemed a public school of the District for purposes of special education pursuant to Education Code Section 47641(b), the District and the Charter School are to assume their equitable share of providing services to special education students and therefore assume their equitable portion of SELPA-wide costs related to serving special education students. Further, schools, whether District or Charter, generate special education revenue, including general purpose block grant funds for students in special day programs, and Assembly Bill ("AB") 602 and Federal IDEA funds for all students. The District shall base special education pass through revenues upon the District SELPA prior year statewide target rate ("STR") and projected Charter ADA until official P2 rates are published. The District shall distribute to the Charter School all IDEA and AB 602 funds generated by Charter School students within ten (10) school days of its regular apportionment less 7.5%. This amount shall be retained by the District to cover the cost of the District's responsibilities under this Agreement.

11. District Responsibilities Relating to Charter School Special Education Program

As long as the Charter School operates as a public school of the District for purposes of special education, the District shall provide information to the Charter School regarding District special education decisions, policies, and procedures to the same extent as it is provided to other schools within the District. The District shall access any SELPA-wide programs and/or funding (e.g. "X-Pot") on behalf of the Charter School in the same manner as it would any other school of the District.

To the extent that the District provides training opportunities and/or information regarding special education to other school site staff, such opportunities and/or information shall be made available to Charter School staff. The District shall publicize its training opportunities to the Charter School.

12. Indemnification

To the fullest extent permitted by law, the Charter School agrees to indemnify, defend, and hold harmless the District and its Board of Trustees, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter “District” and “District Personnel”) against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, an/or any judgment rendered against District and District personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and/or the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity that is related to the provision of special education services by the Charter School pursuant to this MOU. Charter School’s obligation to indemnify, defend, and hold harmless the District and District Personnel, as set forth herein, shall survive the revocation, expiration, termination, or cancellation of the Charter School’s Charter or any other act or event that would end Charter School’s right to operate as a charter school pursuant to the Charter School’s Charter or cause Charter School to cease operations.

To the fullest extent permitted by law, the District agrees to indemnify, defend, and hold harmless the Charter School and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter “Charter School” and “Charter School Personnel”) against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, an/or any judgment rendered against Charter School and Charter School personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and/or the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity that is related to the provision of special education and oversight pursuant to this MOU, and is due solely to the acts or omissions of the District, its Board of Directors, Board members, officers, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns.

13. Accounting and Dispute Resolution

By the 15th on a bi-monthly basis, Charter School will submit to the District an accounting demonstrating the appropriate expenditure of SELPA funds. A violation of this MOU may constitute a violation of the charter, such that the District may invoke the dispute provisions of the Charter. In the event a situation arises that is not covered by this MOU, the parties shall meet within ten (10) school days of the notice to the other party to agree upon appropriate protocol for handling the situation.

VI. NOTICES

Unless otherwise specified by the parties, all notices or the provision of written information shall be given via e-mail and U.S. mail to the following contacts:

The District:

San Bernardino City Unified School District
777 North F Street
San Bernardino, CA 92410

The Charter School:

Entrepreneur High School
26655 Highland Avenue
Highland, CA 92346

VII. MODIFICATIONS

The provisions of this memorandum of understanding may only be modified, supplemented or terminated through written agreement of the parties. This memorandum of understanding shall supersede any conflicting provisions in the Charter.

VIII. CONSTRUCTION AND ENFORCEMENT

This MOU shall be construed and enforced in accordance with the laws of the State of California. The titles are for purposes of convenience only and shall not be used to affect the meaning of the language herein. The terms of this MOU shall not be interpreted in favor of or against either party by virtue of the authorship hereof.

IX. ENTIRE AGREEMENT

This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto, exclusive of the terms of the Charter. All prior representations, understandings and/or agreements, exclusive of the terms of the Charter, are merged herein and are superseded by this MOU.

X. INVALIDITY OF PROVISIONS OF THIS MOU

If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

XI. CONFLICTS

In the event of a conflict between a term of this MOU or the Charter and the corporate Bylaws or other rule, regulation or procedure of the Charter School, the terms of this MOU and the Charter, in that order of priority, shall control. Upon identifying an inconsistency, the parties shall meet to amend documents as necessary to resolve the inconsistency.

XII. ASSIGNMENT

This MOU shall not be assigned by any party without the prior written consent of the other party, provided that the District and the Charter School may, without the consent of the other, delegate the performance but not responsibility for their respective duties and obligations as specifically set forth herein.

XIII. NO WAIVER

No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

XIV. SURVIVAL

All representations and warranties made herein shall survive termination of this MOU.

Each person below warrants and guarantees that he/she is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement. This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

BE IT RESOLVED that the Board of Education approves the Special Education Memorandum of Understanding by and between the San Bernardino City Unified School District and the Charter School.

BE IT FURTHER RESOLVED that this represents the full and final agreement between the Charter School and the San Bernardino City Unified School District and shall only be modified in writing by the mutual agreement of the parties.

BE IT FURTHER RESOLVED AND ORDERED that the Superintendent or designee is authorized and directed to take such other action as may deem warranted to implement this Resolution.

PASSED AND ADOPTED this 18th day of June, 2019 by the Board of Education of the San Bernardino City Unified School District at their regular Board Meeting.

9.10 Approve the Special Education Memorandum of Understanding by and Between the San Bernardino City Unified School District and the PAL Academy

Upon motion by Member Gallo, seconded by Member Flores, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed by and between the Board of Trustees of the San Bernardino City Unified School District ("District"), a

school district organized and existing under the laws of the State of California and operating as a single-district special education local plan area (“SELPA”) and the PAL Academy ("Charter School"), a charter school organized and existing under the laws of the State of California (collectively, “the Parties”).

Throughout this MOU, the Charter, and any attachments, exhibits, and/or appendices hereto, any and all references to the PAL Academy, Charter School, or the School shall apply with full force and effect to the PAL Academy.

In consideration of the promises, mutual covenants and agreements herein set forth, the District and the Charter School do hereby agree as follows:

XV. TERM

This MOU shall run from July 1, 2019 through June 30, 2020, unless either party provides the other with a thirty-day written notice of intent to terminate the agreement, or unless otherwise renewed by Agreement of the Charter School and the District, although any payments remaining outstanding after the end of the term shall remain due and payable pursuant to the terms of this MOU.

XVI. SPECIAL EDUCATION SERVICES/504

The following provisions govern the application of special education to Charter School students;

- A. It is understood that all children will have access to the Charter School and no student shall be denied admission based solely on disability status. Furthermore, no student and/or parent will be encouraged not to enroll or to leave the Charter School because the Charter School does not provide special education services, or is not a good fit for the student.
- B. Pursuant to Education Code Section 47641(b), the Charter School has elected to be deemed a public school of the District for special education purposes. Nothing in this Agreement shall prevent the Charter School from seeking membership in a SELPA as a local educational agency (“LEA”). In the case that LEA status and membership in a SELPA is attained by the Charter School, the parties shall meet to renegotiate this MOU as the terms of this MOU will no longer align with the legal status of the parties.
- C. Section 504 and the ADA
 - 1. Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and the Americans with Disabilities Act (“ADA”) with respect to eligible students.
 - 2. The Charter School shall adopt a Section 504 policy, procedure, and forms.

3. By September 1 of each year, the Charter School shall designate a Charter School employee responsible for Section 504 compliance and notify the District Director of Special Education in writing of the name of the responsible individual.
4. The Charter School will comply with all applicable state and federal laws regarding compliance with Section 504 and the ADA.

D. Charter School Special Education Responsibilities

1. General Requirements

The Charter School and the District will adhere to the provisions of the Individuals with Disabilities in Education Improvement Act (“IDEA”) and California special education laws and regulations to assure that all students with disabilities are accorded a free, appropriate public education (“FAPE”). The Charter School will also ensure that no student otherwise eligible to enroll in their Charter School will be denied enrollment on the basis of their special education status.

The Charter School will comply with Section 504, the ADA, and all Office for Civil Rights mandates as applicable for students enrolled in the Charter School.

The Charter School will use District forms to develop, maintain, and review assessments and Individual Education Programs (“IEP”) in the format required by the District and in accordance with District policies and procedures. The Charter will maintain copies of assessments and IEP materials for District review upon request.

The Charter School will participate in the state quality assurance process for special education (i.e. verification reviews, coordinated compliance self-reviews, complaints monitoring, procedural safeguards, and the local plan).

The Charter School is solely responsible for the management of its special education budgets, personnel, programs and services. The Charter School will ensure that its special education personnel or contracted personnel is appropriately credentialed, licensed or on waiver consistent with California laws and regulations.

The Charter School will implement the programs and services, including providing related services, required by the IEPs of the students enrolled at the Charter School, at its own expense, utilizing state and federal funds allocated to the Charter School. The Charter School may request related services (e.g., Psychological assessments, Counseling, Occupational Therapy, Adapted P.E., Nursing, etc.) from the District, on a “fee-for-service” basis, by submitting written requests to the District. The provision of such related service on a “fee-for-service” basis may be made available

by the District at the District's sole option and via a separate written agreement between the District and the Charter School.

The Charter School may also provide related services by hiring or contracting with credentialed or licensed providers through private agencies or independent contractors.

2. Transferring Students

For students transferring to the Charter School from District schools, the Charter School will provide a comparable program to that set forth in the student's last agreed upon and implemented IEP, including related services, for the first thirty (30) days after enrollment, unless otherwise agreed in writing by the parent/legal guardian and Charter School. IEP team meetings for such students will be held within thirty (30) days of the student's enrollment in accordance with state and federal law. When requested by the Charter School, a District special education representative shall participate in a student's first IEP meeting at the Charter School to assist with transition issues.

For students transferring to the Charter School from other school districts, the Charter School shall provide a comparable program to that set forth in the student's last agree upon and implemented IEP, including related services, for the first thirty (30) days after enrollment, unless otherwise agreed in writing by the parent/legal guardian and Charter School. IEP team meetings for such students will be held, during which the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law within thirty (30) days of the student's enrollment in accordance with state and federal law.

3. Assessments

The referral process shall include Student Success Team ("SST") meetings to review prior interventions, accommodations and modifications and to recommend further interventions as appropriate. The referral process shall be supported by the Response to Intervention ("RtI") model approach using data to identify student strengths and weaknesses. Upon review of accumulated data, observation and review of records, the Charter School may determine that assessment is necessary to determine possible eligibility for special education programs and related services. The Charter School understands and agrees that utilization of the SST process does not waive and/or toll applicable timelines for responding to a request for assessment.

Upon a parent's written request for assessment, the Charter School shall either develop an assessment plan or provide the student's parent/guardian with prior written notice of the Charter School's denial of the request for

assessment within 15 days of receiving the request for assessment. The assessment plan will describe the types of assessments that may be used to determine the eligibility of students for special education instruction and services. Assessments will be conducted within legal timelines, after receiving the parents' written consent. The Charter School shall conduct an IEP team meeting that includes required team members within mandated timelines for each student assessed to discuss results, determine eligibility, and (if eligible) specify special education instruction and services. The Charter School will make decisions regarding eligibility, goals, program, placement, and exit from special education through the IEP process according to federal, state and District timelines.

The Charter School will make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments, and triennial assessments, in accordance with state and federal law. The Charter School will also respond to parent/guardian requests for independent educational evaluations ("IEE"), and any IEEs granted by the Charter School will be solely funded by the Charter School.

4. Alternative Placements

In the event that the Charter School is not an appropriate placement for a student with special needs, the Charter School understands and agrees that it is responsible for offering and making available a full continuum of placement options, including special day class placement, non-public school placement, and placement in a residential treatment center.

The Charter School will contact the District to discuss placement and service alternatives for a student who requires a more restrictive setting. Charter School IEP teams will facilitate participation of a District special education administrator at an IEP team meeting whenever it is anticipated that a student may require placement in a special day class at a District school, by giving the District five (5) school days' notice of the IEP meeting. The Charter School shall cooperate and make reasonable efforts to accommodate the District representative's schedule to the extent possible under legal timelines.

If an IEP team, with the prior approval of the SELPA committee, places a student who previously participated in in a District special day program with District representation on the IEP team, the District will be fully responsible for the quality of the program and for any costs incurred for such a placement if the student returns back to the district. To the extent that the District places a student in a special day class pursuant to this paragraph, the Average Daily Attendance earned by the pupil shall accrue to the District. If the school places a student who resides in the District, but was not previously designated as SDC to a SDC classroom, the Charter school will be fully responsible for the quality of the program and

any costs incurred for such a placement. To the extent that the Charter School places a student in a special day class pursuant to this paragraph, the Average Daily Attendance earned by the pupil shall accrue to the charter school. This cost shall be throughout the years the student would have attended the charter school or the student leaves the District whichever occurs first.

If an IEP team, with the prior approval of the SELPA committee, places a student who resides outside of the District in a special day program with District representation on the IEP team, the Charter School will be fully responsible for the quality of the program and for any costs incurred for such a placement. To the extent that the Charter School places a student in a special day class pursuant to this paragraph, the Average Daily Attendance earned by the pupil shall accrue to the Charter School. SELPA funds to assist with placements, including but not limited to the X Pot referenced in Section 11, will be made available to the Charter School in the same manner as they are made available to other schools of the District.

If an IEP team places a student in a special education program provided by another entity, including a non-public school, the Charter School will be fully responsible for the quality of the program and for any costs incurred for such a placement. SELPA funds to assist with placements, including but not limited to the X Pot referenced in Section 11, will be made available to the Charter School in the same manner as they are made available to other schools of the District. To the extent that the Charter School assumes responsibility for placement under this paragraph, the Average Daily Attendance earned by the pupil placed, shall accrue to the Charter School.

5. Least Restrictive Environment

The Charter School will support movement of students with disabilities into less restrictive environments and increase interactions of students with disabilities with non-disabled students.

6. Staffing Requirements

The Charter School shall provide planned staff development activities and participate in available appropriate District/SELPA trainings to support access by students with disabilities to the general education classroom, special education, including the IDEA, general education curriculum, integration of instructional strategies and curriculum adaptations to address the diverse learner, and interaction with non-disabled peers. The District shall make staff development activities related to special education available to Charter School staff in the same manner as made available to other public schools of the District, and shall provide reasonable advance written notice of such activities to the Charter School.

The Charter School shall maintain personnel and/or contract with outside agencies to provide special education and related services as required by students' IEPs. Should the Charter School fail to provide special education and related services, following written notice, the District may place District personnel at the Charter School to provide services on a fee for services basis at the prevailing rate, including reimbursement for travel costs and the District cost for supervision. Should any District employee provide services, the Charter School agrees to follow the District's collective bargaining agreement regarding staffing requirements, caseloads, and grievance procedures. Any District employee providing services at the Charter School remains an employee of the District.

The Charter School will ensure that the teachers and other persons who provide services to a student with disabilities are knowledgeable of the content of the student's IEP. The Charter School will maintain responsibility for monitoring progress towards IEP goals for students with special needs enrolled in the Charter School. Subject to the possible need for an alternative placement as described above in paragraph D.4, and as determined by the IEP team, the Charter School will assess and develop Individual Transition Plans to help students with disabilities transition to adult living in accordance with District policies and procedures.

7. Student Discipline/Inclusion

The Charter School will ensure that it makes the necessary adjustments to comply with the mandates of state and federal laws, including the IDEA, regarding discipline of students with disabilities. Discipline procedures will include positive behavioral interventions. Prior to recommending expulsion and/or prior to the eleventh day of consecutive suspension or a change of placement pursuant to Title 34 of the Code of Federal Regulations, Section 300.536, for a student with disabilities, the Charter School will convene a manifestation determination IEP. The Charter School will collect data pertaining to the number of special education students suspended or expelled. The District may provide appropriate representation at Charter School manifestation determination IEP's upon at least five (5) school days' notice to the District by the Charter School.

8. Procedural Safeguards/Due Process Hearings

The District may invoke dispute resolution provisions set out in the Charter petition, initiate due process hearings, and/or utilize other procedures applicable to the Charter School if the District determines that such action is legally necessary to ensure compliance with federal and state special education laws and regulations. The Charter School may request District action on behalf of the Charter School and the District and the Charter School shall meet to agree on a course of action.

In the event that a parent or guardian of a student attending the Charter School initiates due process proceedings, the District and the Charter School shall work together in an attempt to resolve the matter at an early stage (informal settlement or mediation), and will participate in any resolution sessions required by law. In the event that the District determines that legal representation is needed, the District and the Charter School shall be jointly represented by District legal counsel unless there is a conflict of interest. If the Charter School chooses to retain separate legal counsel, the Charter School shall be responsible for the separate fees and costs of such representation.

The Charter School will be solely responsible for the District's and Charter School's joint legal fees, prospective special education and related services, compensatory education, reimbursement, and/or student's attorney's fees awarded by a due process hearing officer, or court for any time period a student was enrolled in the Charter School.

However, in the event that any claim involves a time period where a student was enrolled in another school of the District, the District shall be solely responsible for that time period in which the student was enrolled in the District school, including funding the District's and Charter School's joint legal fees.

9. Complaints

In consultation with the Charter School, the District will investigate and respond to all special education complaints the District receives pertaining to the Charter School including the District's Uniform Complaint Procedures, Office for Civil Rights and California Department of Education Special Education Compliance Complaints. The Charter School's Uniform Complaint Procedure shall designate the District's Uniform Complaint Procedure officer as the designated official for complaints regarding special education services. The Charter School will cooperate with the District in any such investigations and provide the District with any and all documentation that is needed to respond to complaints. The District will meaningfully involve the Charter School in any investigation or implementation of remedies, prior to either of these occurring, and will accept input from the Charter School. The Charter School will be solely responsible for the costs resulting from, arising out of, or associated with the investigation and implementation of appropriate remedies with regard to a complaint filed regarding a student's attendance at the Charter School.

However, in the event that any complaint involves a time period where a student was enrolled in another school of the District, the District shall be solely responsible for that time period in which the student was enrolled in the District school.

10. Funding of Special Education Services

As the Charter School is currently deemed a public school of the District for purposes of special education pursuant to Education Code Section 47641(b), the District and the Charter School are to assume their equitable share of providing services to special education students and therefore assume their equitable portion of SELPA-wide costs related to serving special education students. Further, schools, whether District or Charter, generate special education revenue, including general purpose block grant funds for students in special day programs, and Assembly Bill (“AB”) 602 and Federal IDEA funds for all students. The District shall base special education pass through revenues upon the District SELPA prior year statewide target rate (“STR”) and projected Charter ADA until official P2 rates are published. The District shall distribute to the Charter School all IDEA and AB 602 funds generated by Charter School students within ten (10) school days of its regular apportionment less 7.5%. This amount shall be retained by the District to cover the cost of the District’s responsibilities under this Agreement.

11. District Responsibilities Relating to Charter School Special Education Program

As long as the Charter School operates as a public school of the District for purposes of special education, the District shall provide information to the Charter School regarding District special education decisions, policies, and procedures to the same extent as it is provided to other schools within the District. The District shall access any SELPA-wide programs and/or funding (e.g. “X-Pot”) on behalf of the Charter School in the same manner as it would any other school of the District.

To the extent that the District provides training opportunities and/or information regarding special education to other school site staff, such opportunities and/or information shall be made available to Charter School staff. The District shall publicize its training opportunities to the Charter School.

12. Indemnification

To the fullest extent permitted by law, the Charter School agrees to indemnify, defend, and hold harmless the District and its Board of Trustees, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter “District” and “District Personnel”) against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, an/or any judgment rendered against District and District personnel (including but

not limited to due process complaints and/or compliance complaints with the California Department of Education and/or the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity that is related to the provision of special education services by the Charter School pursuant to this MOU. Charter School's obligation to indemnify, defend, and hold harmless the District and District Personnel, as set forth herein, shall survive the revocation, expiration, termination, or cancellation of the Charter School's Charter or any other act or event that would end Charter School's right to operate as a charter school pursuant to the Charter School's Charter or cause Charter School to cease operations.

To the fullest extent permitted by law, the District agrees to indemnify, defend, and hold harmless the Charter School and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "Charter School" and "Charter School Personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, an/or any judgment rendered against Charter School and Charter School personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and/or the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity that is related to the provision of special education and oversight pursuant to this MOU, and is due solely to the acts or omissions of the District, its Board of Directors, Board members, officers, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns.

13. Accounting and Dispute Resolution

By the 15th on a bi-monthly basis, Charter School will submit to the District an accounting demonstrating the appropriate expenditure of SELPA funds. A violation of this MOU may constitute a violation of the charter, such that the District may invoke the dispute provisions of the Charter. In the event a situation arises that is not covered by this MOU, the parties shall meet within ten (10) school days of the notice to the other party to agree upon appropriate protocol for handling the situation.

XVII. NOTICES

Unless otherwise specified by the parties, all notices or the provision of written information shall be given via e-mail and U.S. mail to the following contacts:

The District:

San Bernardino City Unified School District
777 North F Street
San Bernardino, CA 92410

The Charter School:

PAL Academy
2450 Blake Street
San Bernardino, CA 92407

XVIII. MODIFICATIONS

The provisions of this memorandum of understanding may only be modified, supplemented or terminated through written agreement of the parties. This memorandum of understanding shall supersede any conflicting provisions in the Charter.

XIX. CONSTRUCTION AND ENFORCEMENT

This MOU shall be construed and enforced in accordance with the laws of the State of California. The titles are for purposes of convenience only and shall not be used to affect the meaning of the language herein. The terms of this MOU shall not be interpreted in favor of or against either party by virtue of the authorship hereof.

XX. ENTIRE AGREEMENT

This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto, exclusive of the terms of the Charter. All prior representations, understandings and/or agreements, exclusive of the terms of the Charter, are merged herein and are superseded by this MOU.

XXI. INVALIDITY OF PROVISIONS OF THIS MOU

If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

XXII. CONFLICTS

In the event of a conflict between a term of this MOU or the Charter and the corporate Bylaws or other rule, regulation or procedure of the Charter School, the terms of this MOU and the Charter, in that order of priority, shall control. Upon identifying an inconsistency, the parties shall meet to amend documents as necessary to resolve the inconsistency.

XXIII. ASSIGNMENT

This MOU shall not be assigned by any party without the prior written consent of the other party, provided that the District and the Charter School may, without the consent of the other, delegate the performance but not responsibility for their respective duties and obligations as specifically set forth herein.

XXIV. NO WAIVER

No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

XXV. SURVIVAL

All representations and warranties made herein shall survive termination of this MOU.

Each person below warrants and guarantees that he/she is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement. This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

BE IT RESOLVED that the Board of Education approves the Special Education Memorandum of Understanding by and between the San Bernardino City Unified School District and the Charter School.

BE IT FURTHER RESOLVED that this represents the full and final agreement between the Charter School and the San Bernardino City Unified School District and shall only be modified in writing by the mutual agreement of the parties.

BE IT FURTHER RESOLVED AND ORDERED that the Superintendent or designee is authorized and directed to take such other action as may deem warranted to implement this Resolution.

PASSED AND ADOPTED this 18th day of June, 2019 by the Board of Education of the San Bernardino City Unified School District at their regular Board Meeting.

9.11 Approve the Special Education Memorandum of Understanding by and Between the San Bernardino City Unified School District and the Public Safety Academy

Upon motion by Member Gallo, seconded by Member Flores, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

MEMORANDUM OF UNDERSTANDING ("MOU") is executed by and between the Board of Trustees of the San Bernardino City Unified School District ("District"), a school district organized and existing under the laws of the State of California and operating as a single-district special education local plan area ("SELPA") and the Public Safety Academy ("Charter School"), a charter school organized and existing under the laws of the State of California (collectively, "the Parties").

Throughout this MOU, the Charter, and any attachments, exhibits, and/or appendices hereto, any and all references to the Public Safety Academy, Charter School, or the School shall apply with full force and effect to the Public Safety Academy.

In consideration of the promises, mutual covenants and agreements herein set forth, the District and the Charter School do hereby agree as follows:

XXVI. TERM

This MOU shall run from July 1, 2019 through June 30, 2022, unless either party provides the other with a thirty-day written notice of intent to terminate the agreement, or unless otherwise renewed by Agreement of the Charter School and the District, although any payments remaining outstanding after the end of the term shall remain due and payable pursuant to the terms of this MOU.

XXVII. SPECIAL EDUCATION SERVICES/504

The following provisions govern the application of special education to Charter School students;

- A. It is understood that all children will have access to the Charter School and no student shall be denied admission based solely on disability status. Furthermore, no student and/or parent will be encouraged not to enroll or to leave the Charter School because the Charter School does not provide special education services, or is not a good fit for the student.
- B. Pursuant to Education Code Section 47641(b), the Charter School has elected to be deemed a public school of the District for special education purposes. Nothing in this Agreement shall prevent the Charter School from seeking membership in a SELPA as a local educational agency ("LEA"). In the case that LEA status and membership in a SELPA is attained by the Charter School, the parties shall meet to renegotiate this MOU as the terms of this MOU will no longer align with the legal status of the parties.
- C. Section 504 and the ADA
 - 1. Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504") and the Americans with Disabilities Act ("ADA") with respect to eligible students.
 - 2. The Charter School shall adopt a Section 504 policy, procedure, and forms.
 - 3. By September 1 of each year, the Charter School shall designate a Charter School employee responsible for Section 504 compliance and notify the District Director of Special Education in writing of the name of the responsible individual.
 - 4. The Charter School will comply with all applicable state and federal laws regarding compliance with Section 504 and the ADA.
- D. Charter School Special Education Responsibilities
 - 1. General Requirements

The Charter School and the District will adhere to the provisions of the Individuals with Disabilities in Education Improvement Act ("IDEIA") and California special education laws and regulations to assure that all students with disabilities are accorded a free, appropriate public education ("FAPE"). The Charter School will also ensure that no student otherwise eligible to enroll in their Charter School will be denied enrollment on the basis of their special education status.

The Charter School will comply with Section 504, the ADA, and all Office for Civil Rights mandates as applicable for students enrolled in the Charter School.

The Charter School will use District forms to develop, maintain, and review assessments and Individual Education Programs ("IEP") in the format required by the District and in accordance with District policies and procedures. The Charter will maintain copies of assessments and IEP materials for District review upon request.

The Charter School will participate in the state quality assurance process for special education (i.e. verification reviews, coordinated compliance self-reviews, complaints monitoring, procedural safeguards, and the local plan).

The Charter School is solely responsible for the management of its special education budgets, personnel, programs and services. The Charter School will ensure that its special education personnel or contracted personnel is appropriately credentialed, licensed or on waiver consistent with California laws and regulations.

The Charter School will implement the programs and services, including providing related services, required by the IEPs of the students enrolled at the Charter School, at its own expense, utilizing state and federal funds allocated to the Charter School. The Charter School may request related services (e.g., Psychological assessments, Counseling, Occupational Therapy, Adapted P.E., Nursing, etc.) from the District, on a "fee-for-service" basis, by submitting written requests to the District. The provision of such related service on a "fee-for-service" basis may be made available by the District at the District's sole option and via a separate written agreement between the District and the Charter School.

The Charter School may also provide related services by hiring or contracting with credentialed or licensed providers through private agencies or independent contractors.

2. Transferring Students

For students enrolling in the Charter School from District schools, the Charter School will provide a comparable program to that set forth in the

student's last agreed upon and implemented IEP, including related services, for the first thirty (30) days after enrollment, unless otherwise agreed in writing by the parent/legal guardian and Charter School. IEP team meetings for such students will be held within thirty (30) days of the student's enrollment in accordance with state and federal law. When requested by the Charter School, a District special education representative shall participate in a student's first IEP meeting at the Charter School to assist with transition issues.

For students enrolling in the Charter School from other school districts, the Charter School shall provide a comparable program to that set forth in the student's last agree upon and implemented IEP, including related services, for the first thirty (30) days after enrollment, unless otherwise agreed in writing by the parent/legal guardian and Charter School. IEP team meetings for such students will be held, during which the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law, within thirty (30) days of the student's enrollment in accordance with state and federal law.

3. Assessments

The referral process shall include Student Success Team ("SST") meetings to review prior interventions, accommodations and modifications and to recommend further interventions as appropriate. The referral process shall be supported by the Response to Intervention ("RtI") model approach using data to identify student strengths and weaknesses. Upon review of accumulated data, observation and review of records, the Charter School may determine that assessment is necessary to determine possible eligibility for special education programs and related services. However, the Charter School understands and agrees that the SST process does not result in a waiver of timelines related to responding to a written request for assessment, or alleviate the Charter School's child find obligations.

Upon a parent's written request for assessment, the Charter School shall develop an assessment plan for each student with suspected disabilities within 15 days of receiving the request for assessment. The assessment plan will describe the types of assessments that may be used to determine the eligibility of students for special education instruction and services. Assessments will be conducted within legal timelines, after receiving the parents' written consent. The Charter School shall conduct an IEP team meeting that includes required team members within mandated timelines for each student assessed to discuss results, determine eligibility, and (if eligible) specify special education instruction and services. The Charter School will make decisions regarding eligibility, goals, program, placement, and exit from special education through the IEP process according to federal, state and District timelines.

The Charter School will make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments, and triennial assessments, in accordance with state and federal law. The Charter School will also respond to parent/guardian requests for independent educational evaluations (“IEE”), and any IEEs granted by the Charter School will be solely funded by the Charter School.

4. Alternative Placements

In the event that the Charter School is not an appropriate placement for a student with special needs, the Charter School will contact the District to discuss placement and service alternatives. Charter School IEP teams will facilitate participation of a District special education administrator at an IEP team meeting whenever it is anticipated that a student may require placement in a special day class (“SDC”) at a District school, by giving the District five (5) school days’ notice of the IEP meeting. The Charter School shall cooperate and make reasonable efforts to accommodate the District representative’s schedule to the extent possible under legal timelines.

Placement of Student Previously in District SDC Program. If an IEP team, with the prior approval of the SELPA committee and with District representation on the IEP team, places a student in a District SDC program who previously participated in a District SDC program while enrolled in the District, the District will be fully responsible for the quality of the program and for any costs incurred for such a placement. To the extent that the IEP team places a student in a SDC pursuant to this paragraph, the Average Daily Attendance earned by the pupil shall accrue to the District.

Placement of Resident Student Not Previously in District SDC Program. If the IEP team places a student in a District SDC program who resides in the District, but was not previously in a SDC program while enrolled in the District, the Charter School will be fully responsible for the quality of the program and any costs incurred for such a placement. To the extent that the IEP team places a student in a SDC pursuant to this paragraph, the Average Daily Attendance earned by the pupil shall accrue to the Charter School.

Placement of Non-Resident Student in District SDC Program If an IEP team, with the prior approval of the SELPA committee and with District representation on the IEP team, places a Charter School student who resides outside of the District in a District SDC program, the Charter School will be fully responsible for the quality of the program and for any costs incurred for such a placement. To the extent that the IEP team places a student in a SDC program pursuant to this paragraph, the Average Daily Attendance earned by the pupil shall accrue to the Charter School. SELPA funds to assist with placements, including but not limited to the X

Pot referenced in Section 11, will be made available to the Charter School in the same manner as they are made available to other schools of the District.

Placement of Student with Other Outside Entity. If an IEP team places a student in a special education program provided by another entity, including a non-public school, the Charter School will be fully responsible for the quality of the program and for any costs incurred for such a placement. SELPA funds to assist with placements, including but not limited to the X Pot referenced in Section 11, will be made available to the Charter School in the same manner as they are made available to other schools of the District. To the extent that the Charter School assumes responsibility for placement under this paragraph, the Average Daily Attendance earned by the pupil placed, shall accrue to the Charter School.

5. Least Restrictive Environment

The Charter School will support movement of students with disabilities into less restrictive environments and increase interactions of students with disabilities with non-disabled students.

6. Staffing Requirements

The Charter School shall provide planned staff development activities and participate in available appropriate District/SELPA trainings to support access by students with disabilities to the general education classroom, special education, including the IDEIA, general education curriculum, integration of instructional strategies and curriculum adaptations to address the diverse learner, and interaction with non-disabled peers. The District shall make staff development activities related to special education available to Charter School staff in the same manner as made available to other public schools of the District, and shall provide reasonable advance written notice of such activities to the Charter School.

The Charter School shall maintain personnel and/or contract with outside agencies to provide special education and related services as required by students' IEPs. Should the Charter School fail to provide special education and related services, following written notice, the District may place District personnel at the Charter School to provide services on a fee for services basis at the prevailing rate, including reimbursement for travel costs and the District cost for supervision. Should any District employee provide services, the Charter School agrees to follow the District's collective bargaining agreement regarding staffing requirements, caseloads, and grievance procedures. Any District employee providing services at the Charter School remains an employee of the District.

The Charter School will ensure that the teachers and other persons who provide services to a student with disabilities are knowledgeable of the

content of the student's IEP. The Charter School will maintain responsibility for monitoring progress towards IEP goals for students with special needs enrolled in the Charter School. Subject to the possible need for an alternative placement as described above in paragraph D.4, and as determined by the IEP team, the Charter School will assess and develop Individual Transition Plans to help students with disabilities transition to adult living in accordance with District policies and procedures.

7. Student Discipline

The Charter School will ensure that it makes the necessary adjustments to comply with the mandates of state and federal laws, including the IDEIA, regarding discipline of students with disabilities. Discipline procedures will include positive behavioral interventions. Prior to recommending expulsion and/or prior to the eleventh day of consecutive suspension or a change of placement pursuant to Title 34 of the Code of Federal Regulations, Section 300.536, for a student with disabilities, the Charter School will convene a manifestation determination IEP. The Charter School will collect data pertaining to the number of special education students suspended or expelled. The District may provide appropriate representation at Charter School manifestation determination IEP's upon at least five (5) school days' notice to the District by the Charter School.

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In the event that a parent or guardian of a student attending the Charter School initiates due process proceedings, the District and the Charter School shall work together in an attempt to resolve the matter at an early stage (informal settlement or mediation), and will participate in any resolution sessions required by law. In the event that the District determines that legal representation is needed, the District and the Charter School shall be jointly represented by District legal counsel unless there is a conflict of interest. If the Charter School chooses to retain separate legal counsel, the Charter School shall be responsible for the separate fees and costs of such representation.

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attorney's fees awarded by a due process hearing officer, or court for any time period a student was enrolled in the Charter School.

However, in the event that any claim involves a time period where a student was enrolled in another school of the District, the District shall be solely responsible for that time period in which the student was enrolled in the District school, including funding the District's and Charter School's joint legal fees.

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However, in the event that any complaint involves a time period where a student was enrolled in another school of the District, the District shall be solely responsible for that time period in which the student was enrolled in the District school.

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IDEIA and AB 602 funds generated by Charter School students within ten (10) school days of its regular apportionment less 7.5%. This amount shall be retained by the District to cover the cost of the District's responsibilities under this Agreement.

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To the extent that the District provides training opportunities and/or information regarding special education to other school site staff, such opportunities and/or information shall be made available to Charter School staff. The District shall publicize its training opportunities to the Charter School.

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To the fullest extent permitted by law, the District agrees to indemnify, defend, and hold harmless the Charter School and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "Charter

School” and “Charter School Personnel”) against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, an/or any judgment rendered against Charter School and Charter School personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and/or the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity that is related to the provision of special education and oversight pursuant to this MOU, and is due solely to the acts or omissions of the District, its Board of Directors, Board members, officers, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns.

13. Accounting and Dispute Resolution

By the 15th on a bi-monthly basis, Charter School will submit to the District an accounting demonstrating the appropriate expenditure of SELPA funds. A violation of this MOU may constitute a violation of the charter, such that the District may invoke the dispute provisions of the Charter. In the event a situation arises that is not covered by this MOU, the parties shall meet within ten (10) school days of the notice to the other party to agree upon appropriate protocol for handling the situation.

XXVIII. NOTICES

Unless otherwise specified by the parties, all notices or the provision of written information shall be given via e-mail and U.S. mail to the following contacts:

The District:

San Bernardino City Unified School District
777 North F Street
San Bernardino, CA 92410

The Charter School:

Public Safety Academy
1482 E. Enterprise Drive
San Bernardino, CA 92408

XXIX. MODIFICATIONS

The provisions of this memorandum of understanding may only be modified, supplemented or terminated through written agreement of the parties. This memorandum of understanding shall supersede any conflicting provisions in the Charter.

XXX. CONSTRUCTION AND ENFORCEMENT

This MOU shall be construed and enforced in accordance with the laws of the State of California. The titles are for purposes of convenience only and shall not be used to affect the meaning of the language herein. The terms of this MOU shall not be interpreted in favor of or against either party by virtue of the authorship hereof.

XXXI. ENTIRE AGREEMENT

This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto, exclusive of the terms of the Charter. All prior representations, understandings and/or agreements, exclusive of the terms of the Charter, are merged herein and are superseded by this MOU.

XXXII. INVALIDITY OF PROVISIONS OF THIS MOU

If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

XXXIII. CONFLICTS

In the event of a conflict between a term of this MOU or the Charter and the corporate Bylaws or other rule, regulation or procedure of the Charter School, the terms of this MOU and the Charter, in that order of priority, shall control. Upon identifying an inconsistency, the parties shall meet to amend documents as necessary to resolve the inconsistency.

XXXIV. ASSIGNMENT

This MOU shall not be assigned by any party without the prior written consent of the other party, provided that the District and the Charter School may, without the consent of the other, delegate the performance but not responsibility for their respective duties and obligations as specifically set forth herein.

XXXV. NO WAIVER

No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

XXXVI. SURVIVAL

All representations and warranties made herein shall survive termination of this MOU.

Each person below warrants and guarantees that he/she is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement. This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

BE IT RESOLVED that the Board of Education approves the Special Education Memorandum of Understanding by and between the San Bernardino City Unified School District and the Charter School.

BE IT FURTHER RESOLVED that this represents the full and final agreement between the Charter School and the San Bernardino City Unified School District and shall only be modified in writing by the mutual agreement of the parties.

BE IT FURTHER RESOLVED AND ORDERED that the Superintendent or designee is authorized and directed to take such other action as may deem warranted to implement this Resolution.

PASSED AND ADOPTED this 18th day of June, 2019 by the Board of Education of the San Bernardino City Unified School District at their regular Board Meeting.

9.12 Approval of School Plans for Student Achievement, 2019-2020

Upon motion by Member Tillman, seconded by Member Gallo, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

The State Education Code requires that all school plans that operate with categorical funds be approved by the local school board. When funded by Title I, schools may operate as Targeted Assistance Schools where specific Title I students are identified to receive Title I services, or they may operate as Schoolwide Programs where funds are focused on a program that ensures academic achievement for all students. Under this option, schools gain flexibility in the use of categorical support services. Based on the needs assessments, to operate as a schoolwide program would be to the benefit of their students rather than separate, add-on services in raising academic, achievement for the lowest achieving students in a school. All plans are reviewed for legal compliance and are recommended for approval as submitted.

BE IT RESOLVED that the Board of Education approves the Single Plans for Student Achievement for the following schools:

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Schoolwide Programs Elementary Schools		
Ramona Alessandro STAR CDS at Anderson Anton Arrowhead Barton Belvedere Bradley Brown Cole Cypress Davidson Del Rosa Dominguez Emmerton Fairfax Gomez Henry	Highland-Pacific Hillside Holcomb Hunt Inghram Jones Kendall Kimbark Lankershim Lincoln Lytle Creek Marshall Monterey Mt. Vernon Muscoy Newmark North Park	North Verdemont Norton Bonnie Oehl Palm Avenue Parkside Riley Rio Vista E. Neal Roberts Roosevelt Salinas S.B. City Community Day Thompson Urbita Vermont Warm Springs Wilson Wong
Schools Wide Programs Middle Schools	School Wide Programs High Schools	Targeted Assistance Programs
Arrowview Chavez Curtis Del Vallejo Golden Valley King Paakuma Richardson Rodriguez Shandin Hills	Arroyo Valley Cajon Indian Springs Middle College Pacific San Andreas San Bernardino San Gorgonio Sierra	Alternative Learning Center Anderson Harmon

9.13 Education Protection Account (EPA) Spending Plan for Fiscal Year 2019-20

Upon motion by Member Tillman, seconded by Member Flores, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

WHEREAS pursuant to Article XIII, Section 36 of the California Constitution, school districts are required to determine how the monies received from the Education Protection Account are spent in the schools within its jurisdiction. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators or any other administrative costs. The spending plans are required to be approved by districts' governing boards annually; and

WHEREAS the voters approved Proposition 30 on November 6, 2012; and Proposition 55 on November 8, 2016; and

WHEREAS Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012 (sun-setting 12/31/17), and Proposition 55, Article XIII, Section 36(e) to the California Constitution effective November 8, 2016 (commencing 1/1/18); and

WHEREAS the provisions of Article XIII, Section 36(e) created in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f); and

WHEREAS before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year; and

WHEREAS if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year; and

WHEREAS all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts; and

WHEREAS monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor, or any agency of state government; and

WHEREAS a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction; and

WHEREAS the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board; and

WHEREAS the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost; and

WHEREAS each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent; and

WHEREAS the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Governing Board of the San Bernardino City Unified School District hereby authorizes, for fiscal year 2019-20, the monies received from the Education Protection Account projected to be \$63,802,168, shall be spent as required by Article XIII, Section 36 and the spending determinations on how the monies will be spent shall be made in open session of a public meeting.

BE IT FURTHER RESOLVED that the Governing Board of the San Bernardino City Unified School District in compliance with Article XIII, Section 36(e), with the California Constitution, hereby authorizes spending the monies received from the Education Protection Act on salaries and benefits of teachers.

The Board approved Action Items 9.14 – 9.21 by one vote.

Upon motion by Member Flores, seconded by Member Wyatt, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following were adopted:

9.14 Proposed Increase in Salary – Superintendent

BE IT RESOLVED that the Board of Education approves a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Superintendent.

9.15 Proposed Increase in Salary – Deputy Superintendent

BE IT RESOLVED that the Board of Education approves a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Deputy Superintendent.

9.16 Proposed Increase in Salary – Associate Superintendent Business, Facilities, and Operations

BE IT RESOLVED that the Board of Education approves a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Associate Superintendent Business, Facilities, and Operations.

9.17 Proposed Increase in Salary – Assistant Superintendent, Continuous Improvement

The District recommends approval of a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Assistant Superintendent, Continuous Improvement.

BE IT RESOLVED that the Board of Education approves a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Assistant Superintendent, Continuous Improvement.

9.18 Proposed Increase in Salary – Assistant Superintendent, Educational Services

The District recommends approval of a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Assistant Superintendent, Educational Services.

BE IT RESOLVED that the Board of Education approves a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Assistant Superintendent, Educational Services.

9.19 Proposed Increase in Salary – Assistant Superintendent, Human Resources

BE IT RESOLVED that the Board of Education approves a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Assistant Superintendent, Human Resources.

9.20 Proposed Increase in Salary – Assistant Superintendent, Student Services

BE IT RESOLVED that the Board of Education approves a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Assistant Superintendent, Student Services.

9.21 Proposed Increase in Salary – Executive Director, Community Engagement

BE IT RESOLVED that the Board of Education approves a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Executive Director, Community Engagement.

9.22 Board On-Going Initiatives/Reports

Upon motion by Member Tillman, seconded by Member Flores, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

Initiatives/Reports	Assigned to	Action
SBCUSD Welcoming Resource Center (Centralized Services Facility)	L. Perez	Quarterly Updates: 07/16/19 10/15/19 01/21/20 04/21/20
African American Student Achievement	K. Mitchell	Biannual Updates: 08/20/19 02/18/20
Mental Health	L. Perez	Quarterly Updates: 06/18/19 COMPLETED 09/17/19 12/10/19 03/17/20 06/16/20
Grading Practices Committee Dashboard	K. Mitchell	Quarterly Updates: 07/16/19 10/15/19 01/21/20 04/21/20
Citations Database	J. Paulino	Monthly Updates: 06/18/19 COMPLETED 07/16/19 08/20/19 09/17/19 10/15/19 11/05/19

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		12/10/19 01/21/20 02/18/20 03/17/20 04/21/20 05/19/20 06/16/20
Safe Routes to School	J. Paulino	Quarterly Updates: 06/18/19 09/17/19 12/10/19 03/17/20 06/16/20
Family Engagement Strategic Plan	L. Perez	Quarterly Updates: 08/20/19 11/05/19 02/18/20 05/19/20
Later Start Times for Secondary Sites	H. Vollkommer	Quarterly Updates: 07/16/19 10/15/19 01/07/20 04/21/20
Counseling Strategic Plan	L. Perez	Quarterly Updates: 06/18/19 COMPLETED 09/17/19 12/10/19 03/17/20 06/16/20
Special Education Settlement Report	R. Monárrez	Quarterly Updates: 07/16/19 10/15/19 01/07/20 04/21/20
Workers' Compensation Report	J. Christakos	Biannual Updates: 07/16/19 01/21/20
Charter Schools' Annual/Renewal Reports	K. Mitchell	Annual Updates Renewal Updates

9.23 Board Top 10

Upon motion by Member Flores, seconded by Member Gallo, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

	Date of Request	Question/Request	Assigned to	Anticipated Completion Date/ Remarks/Action
1	02/18/14 04/23/19	Create Programs of Excellence at other schools (ex: Richardson) to eliminate lottery waiting and that will include additional components. Look into continuity of pathways.	K. Mitchell H. Vollkommer	03/16-03/18: Focus Group preparing Action Steps
2	05/16/17	Provide information regarding Arrowhead Grove and potential changes	K. Mitchell H. Vollkommer	08/20/19

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	Date of Request	Question/Request	Assigned to	Anticipated Completion Date/Remarks/Action
		to Sierra HS and Roberts ES		
3	12/11/18	Explore solutions for students unable to purchase PE clothes; review or develop new policy	K. Mitchell	08/20/19
4	03/05/19	MCHS policy: equity/inclusion	K. Mitchell	06/2020
5	01/22/19	Consider repurposing textbook funds for other priorities	J. Christakos	07/16/19
6	01/22/19	Consider budget priorities for: ELs at secondary level, Math districtwide, SEL, Latino Task Force support	K. Mitchell	07/16/19
7	01/22/19	Work on an infrastructure for moving students; eliminating boundaries	L. Perez	01/21/20
8	09/18/18	Develop a process for establishing a Board budget "wish list"	J. Christakos	07/16/19
9	03/12/19	Explore ways to positively involve parents of struggling students (conference style)	L. Perez	07/16/19
10	01/08/19	Update on solar panel/lunch coverings installation, Phase 1 & 2	J. Christakos	07/16/19

9.24 Board Follow Up

Upon motion by Member Gallo, seconded by Member Flores, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

	Date of Request	REQUESTS/QUESTIONS FOR FOLLOW UP	Requested By
BUSINESS SERVICES – MRS. CHRISTAKOS			
1	06/04/19	Explore "green" district initiatives (e.g. recycling)	Dowdy-Rodgers
2	05/21/19	Provide info to parents re: graduation, fees, etc.; develop policy if none	Dowdy-Rodgers
3	03/12/19	Report on unspent funds as part of the budget process	Flores
4	02/05/19	Pacific HS signage upgrade	Dowdy-Rodgers
5	01/22/19	Continue to mitigate financial hardships to create level playing field for students (i.e. eliminating fees; possible LCFF money)	Tillman
6	01/22/19	Continue to work on the reserve issue	Dowdy-Rodgers
7	01/22/19	Develop infrastructure to support student-run businesses	Gallo
8	09/18/18	Check the gating system at San Bernardino HS	Dowdy-Rodgers
9	08/07/18	Explore a District-wide recycling program	Rosales-Medina
COMMUNICATIONS – MRS. BARDERE			
1	06/04/19	Look into automated subtitle translation for board meetings	Rosales-Medina
COMMUNITY ENGAGEMENT – MRS. ONTIVEROS			
1	01/22/19	Marketing for business partners (ex: City Council and County Board meetings)	Hill
2	01/22/19	Use lobbyist to promote funding for pathways	COMPLETED
CONTINUOUS IMPROVEMENT – DR. MONÁRREZ			
1	05/21/19	Provide # of Sp. Ed teachers w/BCLAD; # students who are ELs and Sp. Ed.	Flores
DEPUTY SUPERINTENDENT – DR. VOLLKOMMER			
1	04/23/19	From CEP Presentation:	Board

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	Date of Request	REQUESTS/QUESTIONS FOR FOLLOW UP	Requested By
		<ul style="list-style-type: none"> • Include success & accountability in all strategies • Keep applied learning & pathways in electives • Current/proposed marketing tools for language clarity • Consider strategy sub-bullets so they don't get lost 	
2	01/08/19	Work on strategic approach to support academic teams	Wyatt
EDUCATIONAL SERVICES – DR. MITCHELL			
1	06/04/19	Possibility of moving Norton ES to a K-8 configuration	Tillman
2	06/04/19	Possibility of drone use as part of career pathway	Gallo
3	05/21/19	Provide list of schools/programs that have waiting lists	Tillman
4	05/21/19	Provide update on frequency of GATE testing/program reductions	Rosales-Medina
5	05/21/19	Provide/explore programs for EL GATE and twice-exceptional	Rosales-Medina
6	04/23/19	Include equitable non-Spanish speaking Latino voices in Latino Taskforce	Rosales-Medina
7	03/05/19	Determine if there are waiting lists for GATE testing, program placement	Tillman
8	01/22/19	1)Measure the pre/post programmatic impact of pathways; 2)Report on additional personnel associated with pathways	Tillman
9	01/22/19	1)Provide disaggregated data by pathway and cohort; 2)Include raw numbers as part of data set	Dowdy-Rodgers Flores
10	10/16/18	Provide information on the \$800,000 distribution to Career Pathways	Flores
HUMAN RESOURCES – DR. WISEMAN			
1	06/04/19	Explore idea of teaching interns in combination classes	Flores
SCHOOL POLICE – CHIEF PAULINO			
1	10/02/18	Work with City on traffic issues on Pacific Avenue (Dr. Marsden)	Flores Wyatt
2	09/18/18	Review/remedy CSO staffing at Del Vallejo MS	Tillman
3	07/24/18	Provide ideas to decrease trespassing citations	Dowdy-Rodgers
STUDENT SERVICES – DR. PEREZ			
1	06/04/19	Explore expansion of HEART team therapists from 3 to 6	Flores
2	05/21/19	Explore services for immigrant families recently arriving in SB	COMPLETED
3	05/21/19	Provide update on dollars received from attendance recovery	Flores
4	05/07/19	School Climate presentation: <ul style="list-style-type: none"> • Provide follow up data related to student responses (Panorama) • Bring recommendation re: HEART therapists' expansion • Provide data on Wellness Rooms/Calming Centers • Provide info related to homework for suspended students 	Tillman Flores Tillman Dowdy-Rodgers
5	04/23/19	Look into organizations for summer enrichment/resources	COMPLETED
6	03/05/19	Provide information on counselors' role in assisting students with mental health issues	Mr. Tillman
7	01/22/19	Explore virtual options for student access to pathways	COMPLETED

9.25 Future Agenda Items

Upon motion by Member Tillman, seconded by Member Gallo, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

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Request	Date	W	SP	SA	AP	AR	PH
Roles and Responsibilities of School Counselors	07-10-18			X			
Later School Start Times for Secondary Sites Update	07-24-18			X			
KPI: Attendance, Suspension/Expulsion Data and Citations Update, 17-18	08-07-18			X			
Facilities Update 2018	08-21-19				X		
Community Report Card	09-04-18			X			
Community Engagement Plan Update	09-18-18				X		
Unaudited Actuals Financial Report, 17-18	09-18-18					X	
Overview of the State's Accountability Model, Part I	10-02-18			X			
Overview of the State's Accountability Model, Part II	10-16-18			X			
KPI: CAASPP: Overview of State's Accountability Model, Part III	11-06-18			X			
1 st Period Interim Financial Report/LCAP Update	12-11-18				X		
KPI: English Learners' Progress Indicator/Multilingual Initiative	01-08-19			X			
Career Pathways Update	01-22-19				X		
Annual Audited Financial Report, 17-18	01-22-19					X	
Governor's January Update – Budget Proposal, 19-20	01-22-19					X	
Safety Update	02/05/19				X		
KPI: College and Career Indicators	02/19/19			X			
Facilities Master Plan and Financing Update	03/05/19					X	
2 nd Interim Budget Report/LCAP	03/12/19				X		
KPI: Third Grade Reading Proficiency / Grade 8-9 Math Success Rate	03/12/19			X			
African-American Student Achievement	04/09/19			X			
Community Engagement Plan (CEP) Changes	04/23/19				X		
Innovation Grant Awards	04/23/19				X		
Special Board Meeting (Budget/LCAP)	04/30/19					X	
KPI: School Climate	05/07/19			X			
19-20 BOE Meeting Calendar Adoption	05/07/19					X	
Budget (May Revise)/LCAP Update	05/21/19					X	
Superintendent's Student Advisory Council	06/04/19		X				
Balances in Excess of Minimum Reserve Requirements	06/04/19						X
Fiscal Preliminary Budget/LCAP	06/04/19						X
Budget/LCAP Report/Adoption	06/18/19					X	
Annual Service Plan & Budget Requirement (SELPA)	06/18/19						X

W – Workshop SP – Special Presentation SA – Student Achievement
AP – Administrative Presentation AR – Administrative Report PH – Public Hearing

This item was read in prior to adoption of agenda:

9.26 Adoption of the 2019-2020 Local Control and Accountability Plan Federal Addendum
Upon motion by Member Flores, seconded by Member Wyatt, and approved by the affirmative vote of Members Flores, Gallo, Hill, Rosales-Medina, Dowdy-Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

BE IT RESOLVED that the Board of Education adopts the proposed 2019-2020 Federal Addendum.

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SESSION TEN

10.0 Summary of Board Requests

Provide Ethnic Studies curriculum; meet with ICUC reps to discuss combination classes and share Hanover research; agendaize combination classes, Norton K-8; social media post regarding Elementary furniture.

SESSION ELEVEN

11.0 Adjournment

By unanimous vote of the board, the meeting was adjourned at 10:51 pm.