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

March 20, 2018

Present: Board President Abigail Medina, Board Vice President Gwen Rodgers, Board Members Barbara Flores, Mike Gallo, Margaret Hill, Danny Tillman and Scott Wyatt; Student Board Members Isabel Cholbi and Danielle Quezada; Superintendent Dale Marsden; Deputy Superintendent Harold Vollkommer; Chief Business Officer Jayne Christakos; Assistant Superintendents Perry Wiseman, Kennon Mitchell, and Rachel Monárrez; School Police Chief Joseph Paulino, and Superintendent’s Assistant Carla Cross. Absent: Student Board Member Kristian Bacarro; Executive Director Ginger Ontiveros; and Communications/Community Relations Director Linda Bardere. Minutes recorded by Administrative Assistant Karen Cunningham.

SESSION ONE

1.0 Opening
1.1 Call to Order
President Medina called the meeting to order at 5:32 pm.

1.2 Pledge of Allegiance to the Flag
Superintendent Marsden led the Pledge of Allegiance.

1.3 Adoption of Agenda
Member Tillman asked and received consensus to move Action Items 8.2, 8.3, 8.4 forward to directly after Item 2.1.

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

1.4 Inspirational Message – Gwen Rodgers
Vice President Rodgers shared that she attended the California Association of African American Superintendents and Administrators conference; (CAAASA) on March 14-16 and reported that it was excellent. She read excerpts from a poem “Can You See Me?” written by Muhibb Dyer when he was a student. Mr. Dyer is now a motivational speaker specializing in dropout recovery and trauma mitigation.

SESSION TWO

2.0 Special Presentation(s)
2.1 District English Learners Advisory Committee Annual Report
District English Learners Advisory Committee (DELAC) President, Mrs. Lilia Cisneros Felix, presented the DELAC annual report and suggestions. DELAC Parliamentarian Maribel Mendez presented the report in Spanish. Mrs. Cisneros Felix thanked the Board for the enrollment center and looks forward to the new building where students and parents will receive correct enrollment information, equity and quality service. On behalf of the parent community she thanked the Board.
for approval of Family Leadership Institute services workshops that have benefited almost 1000 families and asked that the Board does not limit the community by asking them to only participate once, if they do not have students in the District, and to continue these services; she has met with the superintendent to ask that Consuelo Kickbusch be paid for the parents that attended her FLI workshop at King Middle School where approximately 100 parents participated. Bilingual department performance: DELAC is pleased with the collaboration and decisions they have been allowed to make for the services of English learner students, especially with the academic growth of students, the success of reclassification, and the biliteracy seal of excellence. With the opening of the enrollment center they hope that more mainstream students will enroll in the dual immersion program and that all students have the opportunity to enroll in bilingual or multilingual classes. Mrs. Cisneros Felix asked the Board to consider, as motivation for English learners, that the community have the opportunity for a car giveaway during the Reclassification ceremony. The car donation was given directly to the English Learners department. Equity: Reported that when DELAC asked to participate in the CAAASA conference they were told by the equity department that it would be too costly to send the entire DELAC committee, only she and Mrs. Alba attended and the English Learners department paid. She reported that they had a tremendous experience at the conference and they learned a lot and suggest that the equity department coordinates with other minority departments to attend this conference in the future. LCAP fund distribution: Mrs. Cisneros Felix reported that DELAC had no access or participation in the distribution of funds in the different categories; did not receive an account of programs over the first three years of LCAP showing which programs worked and which did not or which services would be discontinued for lack of performance; they do not know the amounts assigned, who they went to, and how it was determined. Latino budget: DELAC is very dissatisfied that the money allocated for Latino students has been spent mostly for general services, such as AVID, summer tutoring, APEX and others, since LCAP began. This year $600,000 was spent on AVID alone (Latino budget is $1.65 million). Stated it is unfair when other groups use their monies for their own needs. DELAC, on behalf of Latino parents, asked for student leadership services known as SLICK, which students asked for at the last board meeting.

The Board discussed the car giveaway specific to English learners and asked for clarification between this one and the one the District participated in for two years and has since been discontinued. Dr. Mitchell shared that the past car giveaway was an effort to improve student attendance and cost the District about $50,000 mainly for expenses incurred during the culminating ceremony at the San Manuel stadium. The current requested car giveaway will not cost the District anything as it will be given away at the already scheduled Reclassification Ceremony. They discussed it being limited to only one group of students, that the Board was unaware of this donation, and the fact that the District receives gifts/donations from many different people/groups for specific sites/groups all the time.

The Board discussed the LCAP process for this year and asked for clarification regarding DELAC's statement that they had not been involved, the different line items, and how it is determined what funds are used for. Dr. Mitchell shared the LCAP calendar showing the schedule of meetings throughout the year, with DELAC participation dates included and said that he would like to meet with Mrs. Cisneros Felix to understand how DELAC believed they had not been able to participate.
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Distribution of funds are mainly determined through the English Learners and ETSA departments. When asked if Ana Applegate, EL director, agreed that the $600,000 should have gone to AVID, Mrs. Cisneros Felix replied no. Mrs. Cisneros Felix was asked to share DELAC’s suggestions for funding and she responded that the Latino Achievement budget was their main concern for this year and that they expect equity for everyone

Moved Action Items 8.2, 8.3, 8.4 to after 2.1:

Public Comment:
Speaker: Fatima Cristerna-Adame, California Charter Association (CCA)
Member Flores asked why this one stood out to CCA? Ms. Cristerna-Adame said in part it was the level of community support; they created a program the community wanted and the business model is unique.

8.2 Approval of the Charter Petition for Savant Preparatory Academy for Business and Adoption of Resolution Effectuating that Action
Upon motion by Member Flores, seconded by Member Wyatt, and approved by the affirmative vote of Members Flores, Gallo, Hill, Medina, Rodgers, and Wyatt (Noes: None; Abstain: Tillman), the following was adopted:

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 November 13, 2017, the Savant Preparatory Academy of Business (“Savant” or “Charter School”) submitted a charter petition and supporting documentation (“Charter”) to the District requesting approval of the Charter for a three (3) year term of July 1, 2018 through June 30, 2021; and

WHEREAS, in compliance with California Education Code Sections 47605, the District Board is required to approve or deny the request for charter approval within sixty (60) days of receipt of the petition, unless that timeline is extended for up to thirty (30) additional days by mutual written agreement of the parties, and the parties mutually agreed in writing to extend the timeline for District Board action through and including March 20, 2018; and

WHEREAS, a public hearing on the provisions of the renewal Charter was conducted on February 6, 2018, 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, in reviewing and analyzing the Charter, the District noted some issues and concerns and determined that certain changes and revisions to the Charter were necessary in order to support the requested Charter approval. The District administration worked collaboratively with Savant
on resolution of these issues and implementation of the necessary changes, additions, and revisions and these changes, additions, and revisions have been incorporated into the final Charter; and

WHEREAS, in reviewing the Petition for the Charter, 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, the Superintendent and/or his designees, have reviewed the Charter and supporting documentation submitted.

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 hereby approves the Charter for a three (3) year term commencing on July 1, 2018 and ending on June 30, 2021. The Charter being approved is attached hereto as Exhibit “A”.

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 20th day of March 2018 by the District Board of the San Bernardino City Unified School District at the regular Board meeting.

8.3 Approval of the Operational Memorandum of Understanding By and Between San Bernardino City Unified School District and Savant Preparatory Academy of Business
Upon motion by Member Wyatt, seconded by Member Hill, and approved by the affirmative vote of Members Flores, Gallo, Hill, Medina, Rodgers, and Wyatt (Noes: None; Abstain: Tillman), the following was adopted:

This Memorandum of Understanding (“Agreement”) is executed between San Bernardino City Unified School District (“District”) and Savant Preparatory Academy Inc., a non-profit public benefit corporation (“SPA”), which is authorized to operate Savant Preparatory Academy of Business (“Savant” or the “Charter School”).

RECATALS:

A. District is a school district existing under the laws of the State of California. SPA is a California nonprofit public benefit corporation that operates Savant, a public charter school existing under the laws of the State of California and under the chartering authority oversight of District. Throughout this MOU, any and all references to Savant and/or the Charter School shall apply with full force and effect to SPA and for all purposes related to this MOU or the operations of Savant shall be fully obligated to comply with the provisions of this MOU and any attachments,
exhibits and/or appendices hereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein.

B. The District is the authorizing agency of Savant. This Agreement is intended to outline the agreement of Savant and the District governing their respective fiscal and administrative responsibilities, their legal relationships and operation of the Charter School.

C. Written modifications of this Agreement may be made by mutual agreement as set forth in Section A below. This Agreement was approved by the Board of Education of the District on March 20, 2018 and by the Board of Directors of Savant on ________________ and shall be effective upon execution through and including June 30, 2021.

D. The terms of this Agreement are intended to become part of the conditions, standards and procedures set forth in the Charter document ("Charter"). If the terms of this Agreement conflict with the terms of the Charter, this Agreement shall control the handling or resolution of the particular issue in question. If necessary, the parties will meet to consider the Charter as modified by this Agreement to reach consistency, if the inconsistency is material to the terms of the Charter. In addition, if the Charter, read alone without incorporating this Agreement, is silent on an issue addressed by this Agreement, this Agreement shall control.

E. Funding

1. The Charter School will be directly funded. Savant is eligible for funding through the Local Control Funding Formula ("LCFF"). Funding will be apportioned by Average Daily Attendance (ADA). The District will be responsible for providing the California Department of Education with all data required for funding. LCFF Funding will not include:

a. Programs for which Savant is required to apply separately, such as summer school.

b. Special Education programs -- these funds are allocated to District as long as Savant functions as a public school of the District for purposes of special education. Savant understands that this requires it to contribute an equitable share of its LCFF funding to support district-wide special education instruction and services costs, including Savant’s special education costs.

c. Economic Impact Aid -- these funds are allocated separately, based on qualifying students.
d. Lottery funds -- Savant will be funded directly from the State through the District, for its share of these funds. A portion of Lottery Funds must be spent on instruction, as dictated by the State.

2. Savant is eligible for Federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of Savant’s students for such funding.

3. Savant may receive funding from new or one-time funding sources available to schools or school districts provided by the State of California to the extent that Savant and its students generate such entitlements. Additionally, Savant may apply for private grants.

4. Grants written by and obtained by Savant will come directly to Savant and not go through the District or be subtracted from the resources the District would otherwise have allocated to Savant

5. In addition to the LCFF Funding specified herein, the parties recognize the authority of Savant to pursue additional sources of funding.

6. If the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of Savant, which it may do in its sole discretion, the District will receive a percentage of such funds to be allocated to Savant. The District will charge the maximum indirect costs as allowed under law or as specified by the specific funding source. Funds shall be allocated to Savant on a prorated basis related to the formula that generates the funds. For example, if funds are generated on a per eligible student basis, they shall be allocated to Savant on a per eligible student basis minus the administration fee (i.e., indirect cost fee) charged by the District.

7. Savant shall cooperate fully with the District in any applications made by the District on behalf of the students of Savant

8. Savant agrees to comply with all applicable laws and regulations related to receipt and expenditures of such funds.

9. The District shall annually transfer to Savant funding in lieu of property taxes in monthly installments on or before the fifteenth (15th) of each month pursuant to Education Code section 47635.

10. Savant agrees that all loans received by Savant shall be the sole responsibility of Savant and the District shall have no obligation for repayment.

11. Savant agrees that all revenue generated by state or federal average daily attendance apportionment by Savant shall only be used to provide educational services and support consistent with its Charter and shall not be used for purposes other than
those set forth in the approved Charter, this Agreement or any authorized amendments. All expenditures shall be in accordance with applicable law.

12. Savant shall not receive a share of additional operational funding pursuant to Education Code section 47636, subdivision (a) unless otherwise agreed by the District.

F. Legal Relationship

1. The Parties recognize that Savant is a separate legal entity that operates Savant under the supervisory oversight of the District.

2. Savant shall be wholly responsible for Savant's operations and shall manage its operations efficiently and economically within the constraints of Savant's annual budget. The District shall not be liable for the debts or obligations of Savant, for claims arising from the debts or obligations of Savant or for claims arising from the performance of acts, errors, or omissions by Savant, and Savant agrees to indemnify the District as described in the approved Savant Charter. This indemnification clause shall survive termination of this Agreement.

Savant shall not have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. Savant shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom Savant enters into an agreement or contract that the obligations of Savant under such agreement or contract are solely the responsibility of Savant and are not the responsibility of the District.

3. SPA and Savant will comply with all applicable state and federal laws, including, without limitation, the Ralph M. Brown Act (Government Code section 54950, et seq.), the California Public Records Act (Government Code section 6250, et seq.), and conflict of interest laws, including without limitation, the Political Reform Act (Government Code section 87100) and Government Code section 1090, et seq.

Savant shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Education Rights and Privacy Act of 1974 (20 U.S.C.A. §1232g), all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. § 6301, et seq. as amended by the Every Student Succeeds Act of 2015 (hereinafter the law, state and federal regulations referred to as “ESSA”) and agrees to take appropriate remedial action if notified by the State of California of a violation of any of the foregoing.

4. Any complaints or concerns (including complaints filed with OCR, EEOC, or FEHA) received by the District about any aspect of the operation of Savant or about
Savant shall be promptly forwarded by the District to Savant District may request that Savant inform the District of how such concerns or complaints are being addressed, and Savant shall provide such information. Savant shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, section 4600, et seq.

G. Fiscal Relationship

1. Oversight Obligations: District oversight obligations include, but are not necessarily limited to, the following:

a. Review and revision of this Agreement and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between Savant, Savant, and the District.

b. Monitoring performance and compliance with the Charter and with applicable laws, including, without limitation, the following:

   • Visiting Savant at least once per year;
   • Ensuring that Savant submits the reports and documents identified in subsection (D)(1)(e) below;
   • Monitoring the fiscal condition of Savant;
   • Notifying the State of California upon the occurrence of any of the events described in Education Code section 47604.32(e).

Savant shall promptly respond to all reasonable inquiries of the District, including, but not limited to, inquiries regarding its financial records.

c. Any process conducted in compliance with Education Code section 47607 related to the issuance of a notice of violation or other corrective notice related to Savant’s operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.

d. Savant may, upon request, process Savant STRS and PERS through the San Bernardino County Office of Education (SBCOE) in accordance with Education Code § 47611.3.

e. For purposes of fiscal oversight and monitoring by the District, the District requires Savant to provide information and documentation related to its operations. Savant shall provide all information and documentation in the form and at the times specified in and as noted in the annual notice sent by the District to all charter schools. Whether included in these submissions or not, Savant shall provide the District with a copy of the documents, data
and reports listed in subdivisions (A)-(I) below, in the form and at the times specified.

f. The District shall have full access to all Savant financial records as well as all information provided to any third party charter school finance specialist.

**A) Student Data**

Savant shall submit student enrollment projections to the District by June of the preceding school year each year. During the school year, monthly enrollment and ADA reports with respect to Savant shall be provided to the District. Savant shall annually provide the District a list of names and addresses of students enrolled along with the school district of residence of each respective student no later than September 1 of each year.

Savant shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit upon request. Savant shall provide copies of the P-1, P-2, and annual state attendance reports to the District by December 15, April 13, and June 30, respectively, each year. Copies of amended state attendance reports, if any, shall be provided to the District within 3 weeks of discovery of the need for an making such an amendment. In addition, Savant shall provide all necessary information required to be submitted to the California Longitudinal Pupil Achievement Data System (CALPADS) by no later than October 31 of each year. Such reports must be generated using the required Attendance Reporting software. Savant shall ensure that coding of student information conforms to District student information system requirements.

Savant’s student discipline policies shall be provided to the District annually, by September 1 of each year, and as updated.

**B) Personnel Data/Credential Data**

Actual staffing data shall be provided to the District on an annual basis and prior to commencement of each school year. Teacher credentials, clearances, and permits shall be maintained on file at Savant and shall be subject to periodic inspection by the District. Copies of credentials and a list of teaching/class assignments for each teacher shall be provided to the District by Savant at the commencement of each school year and no later than September 15, and whenever any changes in credentials or assignments occur during the school year, along with written verification by Savant that
credentialing requirements imposed on Savant under ESSA have been met. Savant shall also provide to the District at the commencement of each school year and no later than September 15, all available information to demonstrate compliance with Education Code section 44237 for Savant employees.

(C) Budget/Financial Data

Budget Data:

A preliminary budget shall be provided by Savant to the District for review by no later than July 1 of each year. All key budget variables, including revenue, expenditure, debt, beginning and ending balance variables shall be defined, and the budget shall be accompanied by summary certificated and classified employee salary data, and health benefit plans and policies as supporting documents.

A copy of the adopted budget shall be provided to the District by no later than July 1 of each year. Copies of budget revisions shall be provided to the District within two weeks of revision, upon approval by Savant Board of Directors.

A copy of any revisions to Savant budget guidelines, policies, and internal controls shall be provided to the District within four weeks of adoption of revisions, and then, followed by annual updates.

Cash Flow Data:

District shall be notified at least three weeks in advance of Board of Directors action to incur short or long term debt on behalf of Savant, and financing documents shall be made available for District review upon request.

Financial Data:

Bank account reconciliations for Savant will be the responsibility of Savant.

The First Interim Financial Report shall be provided by Savant to the District by December 15 of each year, and shall reflect changes through October 31; the Second Interim Financial Report shall be provided by Savant to the District by March 15 of each year, and shall reflect changes through January 31.

The Unaudited Actuals Financial Report shall be provided to the District by August 15.
Savant is required to provide the District with written assurances that demonstrate fiscal responsibility and planning in each financial decision over $100,000, including entering into contracts and loans, within 10 days of entering into such financial commitments.

Financial Audit:

Savant shall provide a copy of Savant’s Audited Financial Report to the District, the Riverside County Office of Education, the State Controller, and the California Department of Education by December 15 of each year. Audit exceptions or deficiencies identified in the audit report shall be addressed by Savant through the development of a remediation plan outlining how and when they will be resolved, subject to District approval. The remediation plan will be provided to the District by January 15 of each year or within 4 weeks following the finalization of the Audited Financial Report, whichever is later. Failure to obtain an approved remediation plan will be considered fiscal mismanagement within the meaning of Education Code section 47607(c)(3).

(D) Governance Data/Meeting Information

Copies of meeting agendas for meetings of Savant Board of Directors shall be posted to Savant facility and website at the time they are distributed to the public pursuant to the Brown Act. Copies of meeting minutes shall be posted at the facility and to Savant website within 5 days after their approval by the governing board. Savant shall provide the District with notice of all meetings by providing copies of agendas at the same time the agenda is posted and will provide copies of minutes to the District from each meeting upon approval of same.

Savant shall annually (on or before July 1 of each year) send to the District a list of its directors and officers, and shall notify the District within 30 days of any change in the composition of these directors and officers.

(E) Personnel Policies

A copy of Savant personnel and payroll policies shall be provided upon commencement of the first school year and annually thereafter by September 1.
(F) **Risk Management Data**

Copies of all policies of insurance and memoranda of coverage shall be provided by Savant Academy to the District bi-annually by no later than two weeks prior to the commencement of each school year and by no later than January 15.

A copy of Savant’s Health and Safety Plan shall be provided to the District at least annually no later than two weeks prior to the commencement of school.

(G) **Programmatic/Performance Audit**

Savant will prepare an annual performance report and shall provide all information necessary to demonstrate that Savant is pursuing adequately and/or meeting the applicable accountability standards described in the ESSA, including adequate yearly progress, if defined by the State of California. The report shall also include: an analysis of whether student performance is meeting the goals specified in the Charter, using data displayed on a school-wide basis and disaggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality; an overview of Savant’s admissions practices during the year and data regarding the numbers of students enrolled and the number on waiting lists; analysis of the effectiveness of Savant’s internal and external dispute mechanisms and data on the number and resolution of disputes and complaints. The performance audit shall be provided to the District by December 31 of each year.

(H) **Instructional Materials**

Savant shall provide a list of core instructional materials by grade and content annually, no later than two weeks prior to the commencement of each school year.

(I) **Other**

Savant shall provide such other documents, data and reports as may be reasonably requested or required by the District or the Riverside County Office of Education.

g. Data required to be submitted pursuant to this Section shall be submitted in electronic form if requested by the District.

h. Savant shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. Savant
shall maintain a minimum reserve for economic uncertainties (designated fund balance) that is not less than 3% of year end expenditures of Savant.

2. **Oversight Fees.** Savant shall pay the District one percent (1%) of Savant revenues to cover the actual cost of oversight. “Savant revenue” means the general purpose entitlement and categorical block grant, as defined in subdivisions (a) and (b) of Section 47632. The District will deduct this amount from the annual in-lieu property tax transfer.

3. **Administrative Services.** Savant has the obligation to provide all administrative services necessary to operate Savant. Savant may provide these services directly or may contract with a third party to provide services, including the District. If Savant purchases services from a third party other than the District it shall ensure that the District is able to access all information regarding Savant maintained by the third party service provider. Should Savant desire to purchase administrative or business services from the District, Savant shall request administrative services in writing. If the terms are agreeable to both Parties, the Parties shall execute a contract delineating the agreement. The applicable charge for such services shall be agreed upon by the parties. The hourly charge shall be applied to the preparation of CBEDS reports, budget development services, preparation of balance sheets, profit and loss statements, payroll services and any other services requested by Savant that the District has no legal obligation to provide to Savant. Savant shall have no obligation to pay for services unless agreed to in writing between the Parties.

H. **Student Enrollment/Records/Withdrawal**

1. Savant shall utilize Student Enrollment forms that include questions about whether the student is currently receiving or has ever received any type of special services (e.g. special education, IEP, Section 504 plan, accommodation plan), or has been expelled from a school district.

2. Savant shall use a Records Request form to request pupil records from the prior school of attendance for all students who indicate an intention to enroll in Savant.

3. Within three schooldays of any District resident student’s expulsion, withdrawal, or disenrollment from Savant for any reason during the school year, Savant shall notify the District’s Director of Student Services of the student’s name, date of expulsion, withdrawal or disenrollment, the reason for such separation, and the student’s next school/district of attendance. Savant shall comply with Education Code section 47605(d)(3) in terms of providing notice of expulsion, withdrawal, or disenrollment of students who reside in other school districts.

I. **General and Special Education – Discipline and Documentation**
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Savant shall maintain copies in student files of all correspondence, including e-mails, between Savant and parents relating to student discipline and special services, including any requests for services, inquiries, referrals, and responses.

J. **Insurance and Risk Management.** The Savant charter contains provisions on Insurance and Risk Management that are mutually acceptable to the parties.

K. **Renewal.** The parties recognize that Savant will be required to meet at least one of the academic performance criteria set forth in Education Code section 47607(b) as a condition for renewal unless this requirement is changed by the Legislature. If Savant intends to apply for a renewal of its charter, it must submit its petition or before February of 2021. In addition to satisfying all applicable legal criteria, Savant must be able to demonstrate that it is fiscally sound and has operated in full compliance with its Charter and this MOU in order to be renewed.

L. **Response to Requests.** Pursuant to Education Code section 47604.3, Savant shall respond promptly to all reasonable written requests of the District.

M. **Legal Counsel.** Savant shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and associated costs.

N. **Enrollment of Expelled Students.** Neither Savant nor the District shall be obligated to accept enrollment of any student who has been expelled from the other entity during the term of the expulsion except as may be required by federal or state law.

O. **Provision of Documents.** With both parties understanding that some state, federal and county documents directed toward Savant may be mailed to the District, the District agrees to pass on such documents and forms to Savant in a timely manner, so it may complete its legal obligations. Savant has full responsibility for the forms and documents it receives directly and those which it must access on the internet on its own.

P. **Non-Assignment.** Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of Savant with any other nonprofit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the District pursuant to applicable provisions of the Education Code.

Q. **Severability.** If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
R. Reimbursement of Mandated Costs. Savant shall seek reimbursements of its mandated costs, if any, directly from the State.

S. Enforcement of Agreement. It is understood and agreed, that a violation of the Agreement could be subject to the revocation provisions of Education Code section 47607 if the violation qualifies as a basis for revocation pursuant to Education Code section 47607. Although the terms of the Agreement are to become part of the conditions, standards and procedures set forth in the Charter, this Agreement is not subject to the dispute resolution provision of the Charter unless otherwise agreed by the Parties. It is further understood and agreed that the District or Charter School may, in its sole discretion, enforce the terms of the Agreement by civil action.

BE IT RESOLVED that the Board of Education approves the Operational Memorandum of Understanding by and between the San Bernardino City Unified School District and Savant Preparatory Academy for Business

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

8.4 Approval of the Special Education Memorandum of Understanding Governing Special Education Services By and Between San Bernardino City Unified School District and Savant Preparatory Academy of Business

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

This Special Education Memorandum of Understanding ("MOU" or Agreement) is executed by and between the Board of Trustees of the San Bernardino City Unified School District ("District") and Savant Preparatory Academy Inc., a non-profit public benefit corporation ("SPA"), which is authorized to operate Savant Preparatory Academy of Business ("Savant" and/or the “Charter School”) (collectively, “the Parties”).

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

This agreement shall take effect upon full execution of this Agreement and approval by the Boards of Trustees of the District and Savant, and shall remain in effect unless either party provides the other with a thirty-day written notice of intent to terminate the agreement.

I. SPECIAL EDUCATION SERVICES/SECTION 504/ADA:

The following provisions govern the application of special education and related services to Charter School students:
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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.

B. Pursuant to Education Code Section 47641, the Charter School has elected to be deemed a public school of the District for special education purposes.

C. In accordance with Education Code Section 47646, a Charter School that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending the Charter School shall receive special education instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the Individuals with Disabilities Education Improvement Act ("IDEIA") (20 U.S.C. § 1400 et seq.).

D. 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 ("Section 504") and the Americans with Disabilities Act ("ADA") with respect to eligible students. Should the Charter School be unable to provide the services necessary to comply with the requirements of Section 504, the Charter School may request that the District provide the necessary services at a cost to be negotiated between the District and the Charter School separate from the terms of this MOU and/or the Charter School may contract with outside service providers at the Charter School’s sole expense.

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 Special Education Coordinator in writing of the name of the responsible individual. This individual may not be a District Special Education employee.

4. The Charter School shall defend, indemnify, and hold harmless the District and its Board of Trustees, Board members, officers, and administrators, employees, agents, representatives, volunteers, successors, and assigns from and against any and all claims, causes of action, or disputes related to the Charter School’s obligations to comply with Section 504 and the ADA.
The Charter School shall bear all financial responsibility for all costs and expenses, including attorney’s fees and costs, associated with any and all claims, causes of action, or disputes against the Charter School and/or the District regarding the Charter School’s compliance with Section 504 and the ADA.

E. The Charter School will comply with all applicable state and federal laws regarding compliance with Section 504 and the ADA.

F. At least annually, and as further required by the District, the Charter School shall be responsible for reviewing pertinent information with all Charter School staff at a staff meeting.

G. SERVICES

1. The Charter School and the District intend that the Charter School will be treated by the District as any other public school in the District with respect to the provision of special education services, including the allocation of duties between Charter School staff and resources and District staff and resources.

2. Division and Coordination of Responsibility:
   a. The District and the Charter School agree to allocate responsibility for the provision of services [including but not limited to identification, evaluation, Individualized Education Program (“IEP”) development and modification, and educational services] in a manner consistent with their allocation between the District and its local public school sites. All special education services to be provided to Charter School students beyond the services to be performed by general education personnel and/or the type provided by general school site administrators at District schools, will be performed by employees, consultants, or other representatives of the District. The District shall be solely responsible for hiring and directing the individuals or entities to provide such special education services to Charter School students. If a problem arises with any of the District personnel providing services on the Charter School site, the Charter School and District shall discuss the concerns within a reasonable period of time after the issue is raised by the other party. Re-assignment of personnel in response to such concerns shall occur only when the District deems appropriate. If the District takes or refuses to take personnel action with regard to its special education providers on the Charter School’s site, over the objection of the Charter School, the District shall take full responsibility for any 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, and/or any judgment rendered that results from its actions or inactions related to the placement of District personnel on the Charter School’s campus.

b. The District and the Charter School shall meet no later than April 15 of each year to ensure a mutual understanding of the allocation of duties between the Charter School and the District for the following year.

3. Identification and Referral:

a. The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. The Charter School is solely responsible for obtaining the cumulative files, prior and/or current Individualized Education Programs, and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and utilized, where appropriate.

b. The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian, if required. The District will consult with the Charter School to facilitate student transitions.

c. The Charter School agrees to implement a Student Study Team Process (“SST”), a general education function, to monitor and guide referrals for special education and related services (“special education services”). The Charter School agrees that the SST and
any interventions prior to a referral for special education services shall be the sole responsibility of the Charter School.

4. **Assessment:**

The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and triennial assessments, in accordance with the District’s general practice and procedure and applicable law. The Charter School shall not conduct assessments of, or recommend independent assessments for special education students without prior written approval of the District. The Charter School shall not unilaterally conduct or agree to fund or reimburse a parent/guardian for an Independent Education Evaluation ("IEE") without prior written approval of the District. Should the Charter School conduct or fund an IEE of a student without the prior written approval of the District, the Charter School shall be solely responsible for the costs of said assessment.

5. **Individualized Education Program:**

Responsibility for arranging necessary IEP meetings shall be conducted in accordance with the District’s general practice and procedure and applicable law. The District personnel shall confer and take into consideration the availability of the Charter School’s employees when scheduling IEPs. After consultation with the Charter School, the Charter School staff shall ensure the attendance of all necessary Charter School employees at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at the Charter School.

6. **Eligibility and Placement:**

a. Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include all required representatives of the Charter School (or designees when necessary) and representatives of the District (or designees when necessary). Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education. No pupil with special needs shall be continued in enrollment in the Charter School unless the IEP team determines that the Charter School is an appropriate educational placement, except for such period of time as enrollment at the Charter School constitutes the student’s “stay-put placement.”
b. The Charter School acknowledges that under the IDEIA, a child shall not be determined to be a child with a disability eligible for special education services if the determinant factor for such determination is due to: (a) a lack of appropriate instruction in reading, including in the essential components of reading instruction as referenced in the IDEA; (b) a lack of instruction in math; or (c) limited English proficiency. (20 U.S.C. § 1414(b)(5)(A-C).)

7. Educational Services and Programs:

To the extent that the agreed upon IEP requires special education or related services, the District shall provide and/or arrange for such services in the same manner that it would be legally obligated to provide to the students at its other District schools. District services shall include technical and consultative services by District staff to Charter School staff in the same manner that District staff consults with staff at other District schools.

8. Behavior Emergency Procedures:

Charter School staff will adhere to the emergency interventions, restrictions, notification, and report requirements set forth in California Education Code Sections 56521.1 and 56521.2.

9. Student Registration/Records/Withdrawal:

a. The Charter School shall adopt Student Registration forms that include questions about whether the student is currently receiving or has ever received special services (e.g. special education and related services pursuant to an IEP, Section 504 plan,).

b. The Charter School shall adopt a Records Request form similar to that used by other District schools, or will obtain approval from the District for a different form. The Charter School shall use the Records Request form to request previous school records for all students who indicate an intention to enroll in the Charter School.

c. The Charter School shall provide student front sheet to the District Special Education Coordinator or designee for all special education/504 students.

d. Within seventy-two hours of a special education student’s withdrawal or disenrollment from the Charter School, the Charter School shall notify the Special Education Coordinator or designee in writing and include the student’s name, date of
withdrawal/disenrollment, reason for withdrawal/disenrollment, and next school/district of attendance.

10. Parent Concerns:

The District Special Education Staff shall inform parents/guardians of their rights to raise concerns regarding special education needs or services to the Charter School and/or District staff. The Charter School staff shall inform the designated representative of the District of any such concerns that arise regarding special education needs or services. The District, in consultation with the Charter School’s staff as necessary, shall respond to and address the parent/guardian concerns.

11. Complaints:

In consultation with the Charter School, the District shall address/respond to/investigate all complaints regarding special education services at the Charter School. 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.

12. Due Process Hearings:

a. In consultation with the Charter School, the District may initiate a due process hearing on behalf of a student enrolled in the Charter School as the District determines is legally necessary to meet a school agency’s responsibilities under federal and state law. The District and the Charter School shall cooperate in defending any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal representation is needed, the District/Charter School shall be jointly represented by District legal counsel. In the event the Charter School elects to utilize separate legal counsel, the Charter School shall bear the costs of its separate legal counsel.

b. 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, and/or any judgment rendered against Charter School and/or Charter School personnel (including but not limited
to due process complaints and/or compliance complaints with the California Department of Education and 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 pursuant to this MOU and is due solely to the acts or omissions of the District, its Board of Directors, Board members, officers, administrators, employee, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns.

c. 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, and 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, and/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 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 pursuant to this MOU and is due solely to the acts or omissions of the Charter School and/or Charter School Personnel as that term is defined herein. 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.

d. 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, witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School and/or Charter School Personnel (including but not limited to due process complaints and/or complaints filed with the California Department of Education and the Office for Civil Rights) that may be asserted or claimed by
any person or firm, or entity which is due solely to the acts or omissions of the District, its Board of Directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns related to the provision of special education services pursuant to this MOU.

13. SELPA Activities and Meetings:

The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to Charter School staff.

14. School District of Residence:

The District shall be responsible for providing all special education services to all students of the Charter School regardless of their school district of residence.

15. SELPA Requirements:

a. The Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to District policies, procedures, and practices regarding identification, referral, and provision of services to special education students. The Charter School shall utilize, and comply with SELPA and District Board policies, procedures, and forms regarding special education when such are provided to the Charter School in writing.

b. The Charter School agrees to hold a staff meeting on an annual basis to review SELPA and District Board policies, procedures, and forms regarding special education with all staff that are required to implement the policies and procedures and utilize forms regarding special education when such are provided to the Charter School in writing.

c. The Charter School will collaborate with the District, SELPA, and the County Office of Education as needed and may request that representatives of these agencies attend the staff meeting described immediately above. The Charter School, however, shall be solely
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responsible for the preparation of materials and for conducting the staff meeting.

d. The Charter shall provide the District Special Education Director with a copy of sign-in sheets from the staff meeting during which SELPA and District policies, procedures and forms are reviewed.

e. To the extent that District site staff has the opportunity to participate in committee meetings of the SELPA as representatives of their school, such opportunities shall be made available to Charter School staff. The appropriate Charter School staff will attend District special education training.

16. Contracted Services:

If needed due to a shortage in special education staff, it is the responsibility of the District to seek out contracts with other school districts, companies, or organizations to serve Charter School students in the same manner as District students. The Charter School may assist the District in procuring such services.

H. FUNDING

1. Retention of Special Education Funds by District:

a. The parties agree that, pursuant to the division of responsibilities set forth in this MOU, the Charter School has elected the status of any other public school in the District for the purposes of special education services and funding. The District has agreed to provide special education services for the Charter School, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through the SELPA.

2. School Contribution of Equitable Share of Charter School Funding:

a. The District shall calculate the amount of the Charter School’s share of the general fund support upon receipt of the certified P2 reporting data. The District shall provide the Charter School with documentation as to the calculation of the Charter School’s share of general fund support and allow the Charter School an opportunity to provide input and respond to the calculation prior to invoicing the Charter School for the prior year. The District shall then invoice the Charter School for its share of the general fund support.
b. The Charter’s “encroachment” shall be estimated during the year using current year projection for Special Education Costs and ADA until official P2 ADA values are published by the California Department of Education.

c. The District shall apply, on a monthly basis, any amounts of In Lieu Property Tax apportionment less oversight fees to the Charter’s prorata share of “encroachment”.

d. The District will apply monthly In Lieu Property Tax allocations to Charter’s “encroachment” and the calculations and balances will be reflected in monthly statements. Any outstanding “encroachment” balances at year end are to be paid in full within 90 days unless negotiated otherwise.

e. The District shall be responsible for all costs related to the special education service needs of Charter School students in the same manner as any other students of the District, in accordance with Education Code Section 47646.

I. SPECIAL EDUCATION – DISCIPLINE AND DOCUMENTATION

1. The Charter School shall maintain copies in the student files of all correspondence between the Charter School and parents of special education students relating to student discipline. The District Special Education Team shall maintain files of all correspondence regarding special services, including any requests for services, inquiries, referrals, and responses.

2. The Charter School shall notify the District Special Education Coordinator or site designee of special education student suspensions. Upon request, a copy of the suspension form will be provided.

3. Prior to the recommendation, the Charter School shall notify the District Director of Special Education whenever the Charter School intends to recommend for expulsion a student who is currently receiving special education by providing a copy of the notice at the same time it is sent to the parent/guardian.

4. The Charter School shall cooperate with the District’s Special Education Director and/or Coordinator regarding procedures and student rights.

J. Within seventy-two hours of receipt of any correspondence related to the provision of Special Education Services, the Charter School shall provide said
correspondence to the District’s Special Education Director and/or Coordinator or site designee.

K. Special Education Services may be offered at the Charter School, the District, at a SELPA facility, and/or another location based upon each student’s IEP.

L. SEVERABILITY. If any provision or any part of this Agreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of the agreement shall not be affected thereby and shall remain valid and fully enforceable.

M. NOTIFICATION. All notices, request and other communication under this agreement shall be in writing and mailed to the proper address as follows:

Savant Preparatory Academy of Business  San Bernardino City Unified School District
1696 North G Street 777 North F Street
San Bernardino, CA 92405 San Bernardino, CA 92410
(909) 659-7959 (909) 381-1100

Any notices required by this Agreement sent by facsimile transmission to the facsimile numbers listed above shall be considered received on the business day they are sent, provided they are sent during in the receiving Party’s business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the U.S. mail, postage prepaid, and addressed as indicated above.

N. This MOU contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understanding or agreements between parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representation, statements or promises by any of the parties herein or any of their agents or consultant except as may be expressly set forth in this MOU. The Parties further recognize that this MOU shall only be modified in writing and by the mutual agreement of the Parties.

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 Savant Preparatory Academy for Business.

BE IT FURTHER RESOLVED that this represents the full and final agreement between Savant Preparatory Academy for Business and the San Bernardino City Unified School District and shall only be modified in writing by the mutual agreement of the parties.
2.2 Recognition of Adult Education Week
Upon motion by Member Gallo, seconded by Member Tillman, and approved by the affirmative vote of Members Flores, Gallo, Hill, Medina, Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

WHEREAS the Board of Education of the San Bernardino City Unified School District wishes to acknowledge the contributions and vital role the Inland Career Education Center plays in the development of a well-educated and skilled workforce; and

WHEREAS the Board of Education joins others in California in recognizing April 9 through April 13, 2018, as Adult Education Week; and

WHEREAS the former San Bernardino Adult School provides educational support to community members who are completing their high school equivalency requirements and individuals seeking career changes or skill development through career and technical training;

THEREFORE, BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District does take this opportunity to join others in the state in declaring April 9 through April 13, 2018, Adult Education Week.

2.3 Recognition of Public School Volunteer Week
Upon motion by Member Wyatt, seconded by Member Hill, and approved by the affirmative vote of Members Flores, Gallo, Hill, Medina, Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

WHEREAS the Board of Education of the San Bernardino City Unified School District wishes to acknowledge the role played by volunteers in our schools and joins school districts in California and the U.S. in recognition of Public School Volunteer Week; and

WHEREAS school volunteers have become an integral part of school campuses, handling countless responsibilities from assisting students in classrooms and libraries to mentoring young people who desperately need positive role models;

THEREFORE, BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District does take this opportunity to join others in the state and nation in declaring April 16-20, 2018, as Public School Volunteer Week.

2.4 Recognition of Public Schools Month
Upon motion by Member Flores, seconded by Member Tillman, and approved by the affirmative vote of Members Flores, Gallo, Hill, Medina, Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:
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WHEREAS Public Schools Month has been sponsored and promoted by the Free and Accepted Masons of California since 1920; and

WHEREAS the Board of Education of the San Bernardino City Unified School District joins the Free and Accepted Masons of California in declaring April 2018 as Public Schools Month and recognizing the value of public education in the lives of our citizens; and

WHEREAS with community support throughout California, public schools can bring a variety of educational opportunities into the classroom to benefit all children;

THEREFORE, BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District does declare the month of April to be Public Schools Month and does acknowledge the role of public education in developing students educationally and socially.

2.5 Resolution in Support of California High School Voter Education Weeks
Upon motion by Member Tillman, seconded by Member Gallo, and approved by the affirmative vote of Members Flores, Gallo, Hill, Medina, Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

WHEREAS the right to vote is a fundamental underpinning of democracy, one that must be personally cherished, practiced, and championed as a civic duty; and

WHEREAS young people play a critical role in our democracy by helping to choose the people who will lead us and by voicing their opinions on the issues that are more important to them; and

WHEREAS focused education, outreach, and registration efforts attract new voters to the process and increase election day turnout, especially among younger voters and the traditionally underrepresented, who bring new life, energy, and perspective to the issues; and

WHEREAS California recently announced the availability of an online tool that allows eligible 16- and 17-year olds to pre-register to vote and then automatically become active voters once they turn 18; and

WHEREAS by reaching out early and often to students, we can help them develop a strong and lasting appreciation for the value of voting; and

WHEREAS students are encouraged to participate in our democracy through civics and education programs that promote voter awareness;

THEREFORE BE IT RESOLVED, that the Board of Education of the San Bernardino City Unified School District declares April 16 - 27, 2018, as High School Voter Education Weeks and encourages schools throughout the District to participate in programs and activities that help register and pre-register eligible students to vote, while encouraging others to become informed citizens committed to being active voters once they reach voting age.
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2.6 Resolution Calling for Full and Fair Funding of California’s Public Schools
Upon motion by Member Tillman, seconded by Member Rodgers, and approved by the affirmative vote of Members Flores, Gallo, Hill, Medina, Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

WHEREAS California has the sixth largest economy in the world, and despite California’s leadership in the global economy, the state falls in the nation’s bottom quintile on nearly every measure of public K-12 school funding and school staffing; and

WHEREAS California ranks 45th nationally in the percentage of taxable income spent on education, 41st in per-pupil funding, 45th in pupil–teacher ratios, and 48th in pupil–staff ratios; and

WHEREAS California’s investment in public schools is out of alignment with its wealth, its ambitions, its demographics, and the demands of a 21st-century education; and

WHEREAS if California is to close opportunity and achievement gaps and create a public school system that offers consistently high levels of education, the State must provide schools with the resources to meet the needs of their specific populations;

THEREFORE BE IT RESOLVED, that the Board of Education of the San Bernardino City Unified School District urges the State Legislature to fund California public schools at the national average or higher by the year 2020, and at a level that is equal to or above the average of the top 10 states nationally by 2025 and to maintain, at a minimum, this level of funding until otherwise decreed.

SESSION THREE

3.0 Student Achievement

3.1 Second Interim Report/Budget and Local Control and Accountability Plan (LCAP) Update

Jayne Christakos, Chief Business Officer, Business Services, Fiscal Services Director, Janet King, presented the 2017-18 Second Interim Report. Kennon Mitchell, Assistant Superintendent, Terry Comnick, Director of Categorical provided an LCAP update.

Ana Applegate, English Learners director, introduced different speakers to share their experiences:

Deserrie Fernandez, EL counselor, Indian Springs High School, spoke on how reclassification has increased from 4% to 22% with focus on long term English learners; counselors provide equal assistance to all English learners, not just the Spanish-speaking students; one main social challenge is respect for each other; more reading interventions would provide additional support; and would like to expand EL counselors to other sites. Member Wyatt questioned how many LTELS (long term English learners) were there (over 4,000); he asked to see data on how the LTELS are doing on A-G and graduation rates and suggested agendizing it. President Medina asked about the money for AVID from the Latino Achievement budget and Ms. Applegate said that decision was brought
about by many stakeholders, including site leaders and other community members because they saw the benefit of AVID.

Antoinette Gutierrez-Fulcher, principal, San Bernardino High School, spoke on the ethnic study courses offered at two high schools; their Dual Immersion (DI) program; and their 2nd annual DI Conference that was held at Cal State San Bernardino with the purpose to continue to build on the culture of inclusivity and empathy among Dual Immersion students. Over 120 students were in attendance and they rotated through three different sessions: EOP program provided by Cal State; a campus tour, and an equity and tolerance workshop.

Cajon High School student, Jose Trejo, shared his experience with the Institute of Future Leaders (IFL) program, saying it changed his life and he would do it again if he could; he built friendships that will last. The District sponsored 50 students to attend.

Teresa Alba shared why parents are asking for the Institute of Future Leaders program for their youth and said they would like this program at Arroyo Valley High School and expand to Indian Springs High School. Students could then go back to their schools and provide student leadership; Dr. Marsden could take these students to other Districts to share their experiences. This program will benefit all students.

Angela Urquidies, director of specialized programs, shared on Foster Youth saying they have been able to improve graduation rates, increase attendance, decrease suspensions and chronic absenteeism, and provide leadership opportunities during the summer, provide wraparound services for at-risk youth through case management and direct points of contact that serve primarily Foster Youth and homeless students at middle and high schools. They also provide leadership and enrichment opportunities for students in the summer.

Vicki Lee, case manager, shared their summer enrichment program, which started at Jones Elementary School in 2016 with a goal to get 100 students and to work with academics, social/emotional, creative arts, basic needs and be able to send families home with groceries every week. The second year they doubled their numbers, with a waiting list, added another program at King Middle School and have been able to do parent enrichment.

Telice Ostrinski, case manager, shared that she has worked with the homeless students since 2007 and have now taken on Foster Youth students. She shared a story of one student she has kept in touch with and is now in college and doing well. She also thanked the Board for the funding and support to carry on with their important work.

Dion Clark, principal, San Gorgonio High School, spoke on their AVID program, with their goal to become an AVID school. To accomplish this goal they have sent as many teachers as possible to the summer institute to become AVID-certified. To date through Board-approved funding; 80% of their teachers are now certified. They just completed their WASC and one of their commendations was that they saw many of the non-AVID classes using AVID strategies. Through funding they also utilize student interns, increasing their hours to work with more students. They
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have increased technology, such as portable white boards, support materials, and expanded field trips.

San Gorgonio High School AVID student, Mikayla Marquiss Varner, shared that she has been in the AVID program for six years; completed community service as a tutor for four years, is president of a school tutoring club, and president of her 2018 class. She said that the technology in the classrooms has greatly helped her to maintain her 4.0 GPA and helped with her college applications.

SESSION FOUR

4.0 Student Board Members’ Comments
Isabel Cholbi spoke about the Institute of Future Leaders, and said the District needs to make it available to students of all incomes. She said she supported Items 2.5 and 2.6; spoke on the impact of LCAP and said the presentation was a good demonstration of how the funding is allocated; she spoke on the recent student walkouts and said they went very well and shared that at her school, Cajon, they had student comments, speakers, said it was empowering for the audience and got students interested in future events.

SESSION FIVE

5.0 Public Comments
Speaker: Dr. April Clay
Topic: Gave brief update of services provided in District.

Speakers: Sandy Owens; Melinda Goggin; Clinton Black; Bridget Dolan; Lauren Rout; Jackie Greene, parent
Topic: Bullying by Newmark Elementary School principal, stated 1/3 of teachers transfer each year; physical health suffered due to stress; toxic environment; felt intimidated; manipulative, demeaning to staff; students harassed, discriminated; student tracking and biases; breast-feeding stress; parents are targeted if they stand up; issue regarding a parent’s daughter with Down’s Syndrome being bullied; SDC students not allowed to go to summer school (parent had to fight principal to let them go); isolated parent’s foster children to ask questions.

Speakers: Diana Olivo; Georgina Verduzco; Lizet Alvarez
Topic: support of Newmark Elementary School principal, stated they have always been able to express their views; good interaction; principal is trying to rectify issues but teachers are not giving her a chance; suggested to ask for parents’ input.

Member Gallo asked Superintendent Marsden what is the process now that the Board has heard these statements. Dr. Marsden shared that Dr. Wiseman has a team that investigates all complaints and he will investigate this matter.
SESSION SIX

6.0 Reports and Comments

6.1 Report by San Bernardino Teachers Association
Ashley Bettas-Alcala, SBTA president, commented on Items 8.23-8.25, and said that for every charter approved the District is cutting into the dollars for District students. What charters offer is smaller class sizes; if District stopped approving charters the money saved could go towards the District’s class size reduction. SBTA is going on record against any further approvals of charters. Ms. Bettas-Alcala spoke against Item 7.25, stating it would be duplicating services that could be done in the District. She reported that on March 14, students staged a 17-minute walk out against gun violence and thanked the District for their support. She asked the Board to support the April 20, National Day of Action Against Gun Violence in Schools. Member Flores asked what type of support was she asking for; Ms. Bettas-Alcala asked that the Board pass a resolution of support. Dr. Flore asked for clarification on 7.25 and was told that this money would be allocated to TSSP schools. Dr. Flores cautioned staff to be careful on who was coming in and telling staff what to do.

6.2 Report by California School Employees Association
No report.

6.3 Report by Communications Workers of America
Richelle Capozzi spoke on guest teachers in trouble for variety of reasons stating it is important to deal with them quickly. She said guest teachers are grateful for the onboarding trainings; spoke of recent shootings in the Del Vallejo area; bullying policy; and commented that open enrollment is available to resident subs but most cannot afford.

6.4 Report by San Bernardino School Police Officers Association
No report.

6.5 Comments by Board Members
Member Flores reported she went to Arroyo Valley High School and participated in the student protest on March 14, said students were able to speak and that when asked, over half the students raised their hands that they have had experience with gun violence. She recommended that for the April 20 National Day of Action, besides the resolution in support maybe have school assemblies. Dr. Flores also reported she attended the Grading Practices Committee meeting with about 86 teachers in attendance and Doug Reaves speaking. She also went with 150 CAPS students to see a play, In the Heights; attended a Drumline practice and remarked that they were coalescing. She mentioned the vendor CM3 and suggested exploring different trades apprenticeships. She asked for the single plans for students and Dr. Mitchell said they should be ready possibly in June; Dr. Flores said to also put percentages for student programs, materials and supplies because teachers are saying they do not have supplies, can’t go on field trips.

Member Gallo reported he attended Career Day at Alessandro Elementary school. He commented that at the core, this Board and superintendent does care; we need to communicate our unity. Mr.
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Gallo spoke about the ZSpace, 3-D holographic computer system that was demonstrated at Bing Wong Elementary School and said he would like to see if the District/Board could see a presentation and possibly purchase, saying it was about $50,000; stated that this computer system makes education come alive and gets students excited.

Member Hill reported that California School Boards Association is doing a resolution for full and fair funding and suggested the District should also. She commented that the District missed out on the opportunity to go to Switzerland to attend the CEMETS Summer Institute’s apprenticeship model program as it was a chance to see and learn about other countries and how they are handling pathways and apprenticeships.

President Medina commented on treating people with respect, no matter how much disagreement there might be.

Vice President Rodgers reported she attended the California Association of African American Superintendents and Administrators conference and sat in on the chronic absenteeism presentation where there was mention of Michael Godfrey at UC Santa Barbara, and the work he has done on this issue; she suggested him as another possible resource. They also talked about the increase of students on buses and how that by taking the bus it could ensure students are getting to school; they brainstormed on keeping parents informed, possibly via robocalls thanking parents for getting their students to school. She suggested sites possibly doing quarterly calls and the District doing semester calls to parents. Mrs. Rodgers attended a safety session and suggested possibly having “no weapons” signs posted at sites as visual reminders; attended a Career Day; mentioned the March 17 YWE and San Bernardino Youth Day event; suggested possibly exploring Black Future Leaders; asked to agendize smaller class size to discuss where we could start; and reminded everyone on the need for communication and building trust.

Member Tillman attended Career Day at Salinas Elementary school; he asked where we were with installing locked doors and windows in all classrooms and said it needed to be fast-tracked and asked to agendize security priorities.

Member Wyatt was disconcerted by issues at Newark Elementary School and will be looking forward to updates. Regarding charter schools, he said the District’s responsibility is to hold them to the highest level of accountability. He congratulated School Police and Fontana Police on the Baker to Vegas race saying there was a lot of camaraderie. Last, safety needs to be a top priority for our students.

6.6 Comments by Superintendent and Staff Members
Superintendent Marsden mentioned the passing of long-time District employee, Lindy Stoudemire, who most recently worked at the BOE and PDC as the receptionist. Dr. Marsden congratulated Golden Valley Middle School student Terry “Terrible” Washington for winning the USA Boxing National title in Albuquerque, New Mexico and taking the number one ranking in the country; congratulated three administrators for receiving recognition at the Association of California School Administrators spring awards on April 23: Hunt Elementary vice principal Robert Madrigal received the Elementary Co-Administrator Award; San Andreas high School principal Ed Hensley
received the Continuation/Ed Options Award; and Middle College High School principal James Espinoza received the Secondary Principal Award; congratulated Golden Valley Middle School and Middle College High School for being selected for the 2018 Civic Learning Award of Merit, which recognizes schools that engage students in opportunities that incorporate research-based, proven practices in civic learning. Dr. Marsden reported that on March 14 students and staff across the District participated in a nationwide walkout event in support of students at Parkland High School and he and the Cabinet team visited various sites during the walkout and were pleased with the quality and manner in which students led civic activities, and mentioned that at Pacific High School students were encouraged to meet 14 new students and three staff they would not ordinarily speak to. He reported that he attended both the District’s Orchestra and Band showcases and was impressed by the talent of the young musicians and the commitment of the conductors to bring the art of musicianship to our youth. He thanked the Board for their continued support of the District’s arts programs, the team for their continued work around the Visual and Performing Arts Strategic Plan, and to students, parents, and staff throughout the District who participate in the arts programs; he attended the Family Leadership Institute event earlier in the day; and on behalf of the Board he extended appreciation to the LA Clippers and Aguascaliente Clippers for donating 260 tickets, which allowed 42 students from each high school to attend the March 8 basketball game; in addition, 18 District scholar athletes from Cajon, Pacific, and San Gorgonio high schools were recognized during the halftime presentation.

Dr. Vollkommer updated the Board on the Program Evaluation process stating they were ahead of schedule with an anticipated rollout in July 2018 and invited the Board to the Lunch and Learn on April 19.

SESSION SEVEN

7.0 Consent Calendar
Items pulled for discussion: 7.25, 7.36, 7.37, 7.38

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

7.1 Approval of Minutes
BE IT RESOLVED that the Minutes of the Board of Education Meeting held on February 6, 2018 be approved as presented.

7.2 Acceptance of Gifts and Donations to the District
BE IT RESOLVED that the Board of Education acknowledges receipt of the following gifts or donations:
Board of Education Meeting Minutes  
March 20, 2018

<table>
<thead>
<tr>
<th>SITE</th>
<th>DONOR</th>
<th>DONATION AND PURPOSE</th>
<th>AMOUNT</th>
<th>VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cajon High School</td>
<td>West Valley Water District, Rialto, CA</td>
<td>To support the Auto Shop Club's Solar Boat Challenge</td>
<td>$2,500.00</td>
<td></td>
</tr>
<tr>
<td>Holcomb Elementary School</td>
<td>Jennifer Cals Southern, San Bernardino, CA</td>
<td>Armstrong flute to support the Music Department</td>
<td>$500.00</td>
<td></td>
</tr>
<tr>
<td>Cajon High School</td>
<td>YourCause, LLC Trustee for Sempra Energy Foundation, Plano, TX</td>
<td>To support the football program</td>
<td>$500.00</td>
<td></td>
</tr>
</tbody>
</table>

The acceptance of these donations meets all requirements of Board Policy 3290, Gifts, Donations, Grants, and Bequests.

7.3 Amendment No. 1 to Bid No. 17-08 Plumbing Supplies and Materials
BE IT RESOLVED that the Board of Education approves amending the Agenda Item No. 13.11, approved on December 5, 2017 for Bid No. 17-08 Plumbing Supplies and Material. This amendment is being requested to include Keenan Supply, San Bernardino, CA the second lowest responsive/responsible bidder meeting District specifications. The addition of a second bidder will allow the District the option to procure supplies and materials from two local bidders on an as needed basis. All other terms and conditions contained in the contract, as modified by this contract amendment, shall remain the same.

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

7.4 Amendment No. 2 to the Local Agreement for Child Development Services with the California Department of Education, Sacramento, CA, State Preschool Program, Contract No. CSPP-7428
BE IT RESOLVED that the Board of Education approves amending the local agreement with the California Department of Education, Sacramento, CA, State Preschool Program, approved on June 27, 2017, Agenda Item No. 10.34. The agreement is being amended to increase the Maximum Reimbursable Amount (MRA) from $9,265,924.00 to $10,121,402.00. 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.

7.5 Approval to Sell ORG Modular Structures, Provisional Accelerated Learning Academy
BE IT RESOLVED that the Board of Education approves the sale of two (2) District-owned modular structures from the completed Overcrowding Relief Grant (ORG) projects. The ORG project required them to be removed from their original sites once the permanent structures were built and they can no longer house District students.

These portables were originally approved for sale to Zion Elect Church/Benjamin E. Jones Community Center on January 10, 2017, Agenda Item No. 7.15; however, due to unforeseen
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circumstances they could not take delivery of the buildings. The sale to Provisional Accelerated Learning Academy, San Bernardino, CA, will be for the cost of One Dollar ($1.00) each to be used as classrooms. Provisional Accelerated Learning Academy, at their expense, will disassemble and transport the modular structures per the District’s timeframe and requirements.

Marshall Elementary School    B-11    Serial #’s 27766/27767
Marshall Elementary School    B-12    Serial #’s 27768/27769

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign any required documents to affect said sale.

7.6 Bid No. 17-10 Pesticides, Herbicides, Fertilizers and Related Supplies and Equipment
BE IT RESOLVED that Bid No. 17-10, Pesticides, Herbicides, Fertilizers and Related Supplies and Equipment, was advertised on October 12, 2017 and October 19, 2017, and was opened on October 26, 2017, at 11:00 a.m. be awarded to Crop Production Services and Target Specialty, the two lowest responsive/responsible bidder meeting District specifications to purchase pesticides, herbicides and fertilizer supplies on an as required basis as follows;

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>TOTAL BID AMOUNT</th>
<th>TERMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crop Production Services</td>
<td>$88,696.01</td>
<td>Net 30 Days</td>
</tr>
<tr>
<td>San Jacinto, CA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site-One</td>
<td>$467,238.07</td>
<td>Net 30 Days</td>
</tr>
<tr>
<td>San Bernardino, CA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Target Specialty Products</td>
<td>$380,807.44</td>
<td>Net 30 Days</td>
</tr>
<tr>
<td>Santa Fe Springs, CA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Univar ES</td>
<td>$104,346.71</td>
<td>Net 30 Days</td>
</tr>
<tr>
<td>Riverside, CA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BE IT ALSO RESOLVED that the District reserves the right to purchase more than or less than the quantity indicated as needed throughout the initial one-year term of the bid, with the option to extend annually, not to exceed three years total.

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

7.7 Bid No. F18-02, BOE Building Remodel – Bid Packages 02, 03, 04, 05, 06, 07, 08, 09, & 10
BE IT RESOLVED Bid No. F18-02, BOE Building Remodel - Bid Packages 02, 03, 04 05, 06, 07, 08, 09, and 10 be awarded to the lowest responsible and responsive bidder meeting the specifications based on the Base Bid plus allowance. The bid was advertised January 18, 2018 and January 25, 2018, in El Chicano, Precinct Reporter and San Bernardino County Sun newspapers. Bids were opened on February 22, 2018 at 10:00 a.m. The cost will be paid from Funds 01.
BE IT ALSO RESOLVED the Board of Education awards the Bid Packages.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid + Allowance</th>
</tr>
</thead>
</table>

**Contractor**
BP 02 (General Construction)
Spec Construction Co., Inc., Ontario, CA
$ 1,997,900.00

BP 03 (Site Work)
Spec Construction Co., Inc., Ontario, CA
$ 279,045.00

BP 04 (Painting)
Painting & Decor, Inc., Orange, CA $ 197,900.00
BP 05 (Flooring)
Mike’s Custom Flooring, Redlands, CA $ 148,884.00
BP 06 (Acoustical Ceiling)
CG Acoustics, Inc., Canyon Lake, CA $ 341,135.00
BP 07 (Doors, Glazing and Hardware)
Spec Construction Co., Inc., Ontario, CA $ 498,000.00
BP 08 (HVAC)
ACH Mechanical Contractors, Inc., Redlands, CA $ 1,357,000.00
BP 09 (Plumbing)
Fischer, Inc., San Bernardino, CA $ 197,000.00
BP 10 (Electrical and Communications)
R.I.S. Electrical Contractors, Inc., Riverside, CA $ 2,047,000.00

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to execute and sign said agreements and complete all necessary documents for bids awarded.

7.8 Closure of School Facility Program Projects
BE IT RESOLVED that the Board of Education approves the School Facilities Projects identified be closed to further activity and related Sub Funds in Fund 35. The following Projects have been closed or reduced to costs incurred by the California Department of General Services, Office of Public School Construction.

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Fund and Resource</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>50/67876-00-084</td>
<td>35-9785 Vermont Elementary School</td>
<td>Completed and Closed</td>
</tr>
<tr>
<td>56/67876-00-005</td>
<td>35-9788 Lincoln Elementary School</td>
<td>Completed and Closed</td>
</tr>
<tr>
<td>56/67876-00-006</td>
<td>35-9784 Muscoy Elementary School</td>
<td>Completed and Closed</td>
</tr>
<tr>
<td>56/67876-00-009</td>
<td>35-9786 Vermont Elementary School</td>
<td>Completed and Closed</td>
</tr>
<tr>
<td>56/67876-00-082</td>
<td>35-9783 Muscoy Elementary School</td>
<td>Completed and Closed</td>
</tr>
</tbody>
</table>

7.9 Commercial Warrant Register for Period February 1 - 15, 2018
BE IT RESOLVED that the Commercial Warrant Register for period February 1 - 15, 2018, be ratified and/or approved.

7.10 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
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program budgets, it is necessary to have Board of Education approval.

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

<table>
<thead>
<tr>
<th>Program</th>
<th>Unrestricted/Restricted</th>
<th>Resource</th>
<th>Account</th>
<th>Fund</th>
<th>Increase/ (Decrease) Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carl D. Perkins Career and Technical Education Improvement Act of 2006</td>
<td>Restricted</td>
<td>3550</td>
<td>512</td>
<td>01</td>
<td>$53,631.00</td>
</tr>
<tr>
<td>An increase to an existing program will bring the total funding to $648,020.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund 12-State Preschool Program-CSPP</td>
<td>Restricted</td>
<td>6105</td>
<td>251/252/367</td>
<td>12</td>
<td>$855,478.00</td>
</tr>
<tr>
<td>An increase to an existing program will bring the total funding to $10,121,402.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7.11 Agreement and Approval of Payment for Course of Study Activities - Educational Services

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

Bradley Elementary School requests Board of Education approval to enter into an agreement to utilize the Orange County Department of Education’s (OCDE) Inside the Outdoors Programs, the Traveling Scientist, Costa Mesa, CA, for an assembly to 125, Transitional Kindergarten, Kindergarten, and SDC students on May 4, 2018. This assembly is to provide a hands-on opportunity for students to develop an awareness and appreciation of the sciences through the exploration of the animal kingdom. Students will compare and contrast animals from five animal groups: reptiles, amphibians, arthropods, birds, and mammals. The total cost, not to exceed $927.50, will be paid from Bradley Elementary School Account No. 501.

Bradley Elementary School requests Board of Education approval to utilize Robert Porter’s Paleo-Day Mobile Fossil Museum, San Bernardino, CA, for a Paleo-Day and California Dinosaur presentation to 65, second grade students on May 17, 2018. This assembly will extend their knowledge of dinosaurs by learning how fossils are formed, the process of excavation, and museum etiquette. Students will have hands on experiences with excavating fossils, as well as creating their own fossils. The total cost, not to exceed $300.00, will be paid from Bradley Elementary School Account No. 501.

Bradley Elementary School requests Board of approval to utilize the Kaiser Permanente Educational Theatre, Pasadena, CA, for a conflict management program presentation to 220, third - fifth grade students on April 10, 2018 and follow-up visits on April 19 - 20, 2018 to work with the students to remember what they had learned at the presentation. This presentation is to deliver the message of 3 steps to managing conflict (Stop, Breathe, Choose) and ties in with our site’s PBiS program in teaching students to express feelings in a positive way and helps them practice empathy. There is no cost to the District.

7.12 Agreement with Catapult Learning West, LLC, Camden, NJ, to Provide Professional Development and Coaching and a STEM Institute to Teachers at Four Non-Public
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Schools
BE IT RESOLVED that the Board of Education approves entering into an agreement with Catapult Learning West, LLC, Camden, NJ, to provide two (2) three-hour workshops and six (6) days of follow-up coaching for 30 teachers at the following schools: Aquinas High School, Holy Rosary Academy, Our Lady of the Assumption School, and St. Adelaide Academy. The workshop topics that can be selected are: Marzano’s High Yield Strategies, Using Technology to Differentiate Instruction, and Differentiation to Enhance Learning. The price per workshop is $2,095.00 and the cost per coaching day is $1,250.00. The total workshop costs for the four schools for two (2) three-hour workshops is $16,760.00. The total cost for coaching for the four schools for a total of six (6) days of coaching for each school is $30,000.00 for a total cost of $46,760.00 for the workshops and coaching.

BE IT ALSO RESOLVED that Catapult Learning West, LLC will also provide a two-day STEM Institute for 75 K-12 teachers at the four non-public schools provided by three presenters per day on the Introduction to STEM & Inquiry-Based Learning (3 hours for Day 1) and Making Inquiry the Focus of Instruction (3 hours for Day 1) and Creating Inquiry-Based Labs (6 hours for Day 2) at a presenter price per day of $3,995.00 for a total price for the two-day STEM Institute of $23,970.00 The teachers will also receive STEM Teacher Resource Bags that provide materials and resources that engage educators in strategies they can use to create enriching instructional experiences for their students in STEM disciplines. The cost per STEM Resource Bag is $110.00 for a total price for 75 teachers of $8,250.00. The total price for the STEM Institute and STEM Resource Bags is $32,220.00.

BE IT ALSO RESOLVED both events are effective April 4 – June 30, 2018. The total cost, not to exceed $78,980.00, will be paid from the Restricted General Fund – Title II, Part A (Teacher Quality), Account No. 536.

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

7.13 Agreement with Coast 2 Coast Coaching dba Sports for Learning, Long Beach, CA, to Provide a STEM and Soccer Program for Students at Monterey Elementary School
BE IT RESOLVED that the Board of Education approves entering into an agreement with Coast 2 Coast Coaching dba Sports for Learning, Long Beach, CA, to provide an after school STEM and Soccer Program for approximately 20 Monterey Elementary School students per session for a 15 week program, three days per week, one hour per session, for a total of 45 sessions at a cost per session of $100.00, effective March 21 – June 30, 2018. The cost, not to exceed $4,500.00 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.

7.14 Agreement with Coast 2 Coast Coaching dba Sports for Learning, Long Beach, CA, to
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Provide a STEM and Soccer Program for Students at Urbita Elementary School
BE IT RESOLVED that the Board of Education approves entering into an agreement with Coast 2 Coast Coaching dba Sports for Learning, Long Beach, CA, to provide an after school STEM and Soccer Program for approximately 426 Urbita Elementary School students for a 8 week program, one (1) day per week, six (6) hours per day, for a total of 144 sessions at a cost per session of $90.00, effective April 10 – May 29, 2018. The cost, not to exceed $12,960.00 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.

7.15 Amendment No. 2 to the Agreement with Lindsey Gunn, Ph.D., Oxford, MS, to Facilitate a Series of Sessions Designed to Gather Relevant Information from Student Members of the Superintendent’s Student Advisory Council
BE IT RESOLVED that the Board of Education approves amending the agreement with Lindsey Gunn, Ph.D., Oxford, MS, approved on September 19, 2017, Agenda Item No. 11.31. The agreement is being amended to increase the contract amount by $6,000.00 for an additional day of services, increasing the contract amount from $30,000.00 to a not to exceed amount of $36,000.00. The additional cost 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.

7.16 Amendment to the Business and Inservice Meetings – Educational Services
BE IT RESOLVED that the Board of Education approves amending the Board resolution of January 23, 2018, Agenda Item #7.12, for the California Association for Bilingual Education (CABE) 2018 Conference, March 28 – 31, 2018 in Sacramento, CA. The total cost including meals and mileage per District guidelines, increased by $596.74 for a total not to exceed $3,000.00, will be paid from Curtis Middle School Account No. 419. This amendment is necessary to increase the total cost due to under estimation in cost.

7.17 Extended Field Trip, Indian Springs High School, Every 15 Minutes Program, Loma Linda, CA
BE IT RESOLVED that the Board of Education approves the extended field trip for 30 Indian Springs High School students and 3 District employees, to attend the Every 15 Minutes Program retreat, Loma Linda, CA, from March 21 - 22, 2018. This is an educational program designed to teach students the ramifications of driving or getting in the car with somebody who is under the influence of drugs and alcohol and students will experience firsthand the many consequences that come with making poor choices. The 30 students attending have been selected as ambassadors to share their experiences and educate their classmates. The cost of the trip, not to exceed $6,000.00, including meals and lodging, will be paid from Indian Springs High School ASB Account. Transportation provided by Durham School Services, not to exceed $2,000.00, will be paid from Indian Springs High School ASB Account. No student will be denied participation due to financial
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constraints. Names of the students are on file in the Business Services office.

7.18 Extended Field Trip, Middle College High School, Beautiful Minds Challenge Symposium, Marlboro, VT 
BE IT RESOLVED that the Board of Education approves the extended field trip for 7 Middle College High School students and 1 District employee, to attend the Beautiful Minds Challenge Symposium at Marlboro College, Marlboro, VT, March 28 - 31, 2018. As a means to expose students to different scholarship opportunities, students participated in the Beautiful Minds Challenge. This project is covered under AVID Essential 1 in which students are to prepare for college and Essential 7 in which students work within small groups to answer an open-ended prompt. The Beautiful Minds Challenge prompt for 2017 is “Innovative communication unites people. Share your vision.” Students had to interpret what the prompt meant to them and look into an area of need at the school, community, or national level. Marlboro College will arrange and pay for transportation, food, lodging and activities during the symposium for participating students. The cost of the trip for one District employee, not to exceed $2,000.00, including meals and lodging, will be paid from Middle College High School LCAP Account No. 419. Transportation provided by air, not to exceed $1,300.00, will be paid from Middle College LCAP Account No. 419. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office.

7.19 Extended Field Trip, Urbita Elementary School, National Energy Education Development Project’s 2018 Youth Energy Conference and Awards, Arlington, VA 
BE IT RESOLVED that the Board of Education approves the extended field trip for 1 Urbita Elementary School student and 2 District employees, to attend the National Energy Education Development (NEED) Project’s 2018 Youth Energy Conference and Awards, Arlington, VA from June 20 - 26, 2018. The student will meet other students from around the country that have similar interests in the environment, learn more about energy and be recognized at the youth awards at the Department of the Interior. The cost of the trip, not to exceed $4,500.00, including meals and lodging, will be paid from Urbita Elementary School Earthsaver’s ASB Account. Transportation provided by air not to exceed $1,800.00, will be paid from Urbita Elementary School Earthsaver’s ASB Account. No student will be denied participation due to financial constraints. Name of the student is on file in the Business Services office.

7.20 Facilities Use Agreement with Inland Empire 66ers Baseball Club of San Bernardino, Inc., CA, for Use of the San Manuel Stadium for the Annual District-Wide Reclassification Ceremony 
BE IT RESOLVED that the Board of Education approves entering into a facilities use agreement with Inland Empire 66ers Baseball Club of San Bernardino, Inc., CA, for use of the San Manuel Stadium and field, video board and 66ers staff to operate, and the concessions stands for the Annual District-Wide Reclassification Ceremony for approximately 5,000 students, parents and District staff, effective April 21, 2018. The cost, not to exceed $12,000.00 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,
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Purchasing, to sign all related documents.

7.21 Payment for Services Rendered by Non-Classified Experts and Organizations – Educational Services

BE IT RESOLVED that the Board of Education approves payment to the non-classified expert:

Get Ahead Writing, Mission Viejo, CA, to provide one (1) site-based professional development for 20 Hunt Elementary School teachers on Direct Instruction of the Common Core State Standards (CCSS) in Writing, effective April 1 – June 30, 2018. The cost, not to exceed $1,500.00, 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.

7.22 Ratification and Approval of Payment for Course of Study Activity – Educational Services

BE IT RESOLVED that the Board of Education approves ratification for the following:

Lincoln Elementary School requests Board of Education approval to utilize the Aquarium of the Pacific, Long Beach, CA, for an Aquarium on Wheels assembly to 150 Kindergarten - fifth grade CAPS students on March 2, 2018. This assembly will be an educational science experience for all students and offers students hands-on experience with aquatic animals in this interactive exhibit and learn about marine biology, and habitats. Students will also learn about tide pool animal exploration, pacific journeys, and allows them to experience sea animals and observe them in the natural habitat. The total cost, not to exceed $1,000.00, will be paid from Lincoln Elementary School CAPS Account No. 459.

7.23 Ratification of the Agreement with San Bernardino Community College District, San Bernardino, CA, to Provide Opportunities and Services to Students and Staff at Middle College High School

BE IT RESOLVED that the Board of Education approves ratifying the agreement with San Bernardino Community College District, San Bernardino, CA, to provide staff development through attendance at conferences and trainings, support specific AVID and student development courses including instructional materials, and student field trips to explore colleges, universities and cultural events, effective February 1 – June 30, 2018. The San Bernardino Community College District will pay Middle College High School’s participation costs in the amount of $12,000.00. 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.

7.24 Ratification to the Facilities Use Agreement and Extended Field Trip, Indian Springs High School, Visit to California State University - San Bernardino and AVID
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Sophomores Leadership Conference, San Bernardino and Running Springs, CA
BE IT RESOLVED that the Board of Education approves the ratification of the facilities use agreement and extended field trip for 24 AVID sophomores, 3 District employees and 2 chaperones, to visit California State University in San Bernardino, CA and to attend an AVID Sophomores Leadership Conference at the Pali Mountain Retreat and Conference Center in Running Springs, CA, from March 9 - 11, 2018. Students will demonstrate critical thinking abilities through their proficiency in analyzing and critiquing the informational and public documents provided by the university and retreat center and they will organize and record information they receive and relay it effectively to others in the group. This trip is intended as a supplemental measure to developing the leadership characteristics among our top performing AVID students by increasing their individual confidence and reinforcing the culture of teamwork and leadership. The cost of the trip, not to exceed $8,228.49, including meals and lodging, will be paid from Indian Springs High School AVID LCAP Account No. 419. Transportation provided by Durham School Services, not to exceed $814.49, will be paid from Indian Springs High School AVID LCAP Account No. 419. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office.

7.26 Agreement with Jay Jurkowitz, M.D., Inc., Encino, CA, to Provide Consultation on Fitness for Duty Evaluations

BE IT RESOLVED that the Board of Education approves entering into an agreement with Jay Jurkowitz, M.D., Inc., Encino, CA, to provide consultation for fitness for duty evaluations for District employees, effective March 21 – June 30, 2018. The cost, not to exceed $3,000.00 will be paid from the Unrestricted General Fund –Personnel Services, Account No. 070.

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

7.27 Agreement with the University of La Verne, LaFetra College of Education, La Verne, CA, for Fieldwork and Supervised Teaching Experiences

BE IT RESOLVED that the Board of Education approves entering into an agreement with the University of La Verne, LaFetra College of Education, La Verne, CA, for the District to provide fieldwork experiences through directed teaching, practicum experiences and/or fieldwork experiences to students enrolled in the University’s undergraduate programs: Liberal Studies and Child Development programs and graduate programs: Multiple and Single Subject Teacher Education program, Educational Specialist program, School Counseling program, School Psychology program, and Administrative Services program, effective July 1, 2018 – June 30, 2023.

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

7.28 Extended Field Trip, Cajon High School, California State Thespian Festival 2018, Upland, CA

BE IT RESOLVED that the Board of Education approves the extended field trip for 16 Cajon High
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School students, 2 District employees and 1 chaperone, to attend the California State Thespian Festival 2018, Upland, CA, from March 29 - 31, 2018. Students will participate in theatre workshops and competition as well as hands-on acting and technical production. This applies to State standards 2.0, Creative Expression, and 5.0 Connections, Relations, and Applications. The cost of the trip, not to exceed $2,500.00, including meals and lodging, will be paid from Cajon High School ASB Account. Transportation provided by private vehicles at no cost to the District. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office.

7.29 Extended Field Trip, Kimbark Elementary School, Sea World, San Diego, CA
BE IT RESOLVED that the Board of Education approves the extended field trip for 50 Kimbark Elementary School fourth grade students, 4 District employees and 1 chaperone, to attend Sea World, San Diego, CA, from May 22 – 23, 2018. This overnight trip addresses the Next Generation Science Standards and provides the hands-on learning that will help students better understand ocean ecosystems and conservation. Students will also learn about plant and animal ecology, oceanography, conservation, and life science concepts. The cost of the trip, not to exceed $15,555.00, including meals and lodging, will be paid from Kimbark Elementary School ASB and Account No. 612. Transportation provided by Durham School Services, not to exceed $1,100.00, will be paid from Kimbark Elementary School Account No. 612. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office.

7.30 Ratification and Approval of Payment for Course of Study Activities - Human Resources
BE IT RESOLVED that the Board of Education approves the ratification for the following:

Bob Holcomb Elementary School requests Board of Education approval to utilize Discovery Cube Orange County, Santa Ana, CA for a Discovery Cube assembly to 180, Kindergarten – sixth grade CAPS students on March 5, 2018. Students will observe the power of electricity during a hair-raising presentation using a Tesla coil and electrostatic generator. This assembly will help reinforce our robotic program for grades 3 – 6. Students in grades Kindergarten – 2 will explore how bubbles work and investigate the properties of bubbles and what keeps them from popping. The total cost, not to exceed $753.00, will be paid from Bob Holcomb Elementary School CAPS Account No. 459.

BE IT ALSO RESOLVED San Gorgonio High School requests Board of Education approval for Dr. Jason Nam, assistant professor of music in bands and associate director of bands at the Indiana University Jacobs School of Music, for a presentation to approximately 75, ninth - twelfth grade students on February 7, 2018. He will be evaluating and conducting the symphonic band, specifically on their festival music pieces: Joy Revisited, Rain, and Ocean Ridge Rhapsody. He will also be answering student questions on life as a conductor, auditioning into a college school of music, tips to prepare for college auditions, and post-secondary education in general. There is no cost to the District.

BE IT FURTHER RESOLVED that the Board of Education approves the following:
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Highland-Pacific Elementary School requests Board of Education approval to utilize Pacific Animal Productions, Fallbrook, CA for a Hands on Animals Mixed Species Wildlife Show to 48 Kindergarten students on June 7, 2018. This presentation will provide students to learning about different animals like mammals, reptiles, birds, spiders and their habitats. Students will compare and contrast the animals and habitats. The total cost, not to exceed $425.00, will be paid from Highland-Pacific Elementary School Account No. 419.

7.31 Ratification of Agreement and Approval of Payment for Course of Study Activity - Human Resources

BE IT RESOLVED that the Board of Education approves the ratification for the following:

Bob Holcomb Elementary School requests Board of Education approval to enter into an agreement to utilize Mobile Ed Productions, Inc., Redford, MI for a Sky Dome Planetarium assembly to 180, Kindergarten - sixth grade CAPS students on March 8, 2018. Students will learn how to identify every planet our solar system in dramatic “flights” towards each world and will also be introduced to Greek mythological characters and see how these heroes of the past can be found in the stars. Students will also witness the night sky in different seasons and from different global perspectives. The total cost, not to exceed $995.00, will be paid from Bob Holcomb Elementary School CAPS Account No. 459.

7.32 Adult Education Courses for 2017-2018

BE IT RESOLVED that the California Department of Education requires that all course titles for Adult Education programs be approved by the local Board of Education per CAC Title 5, Section 10508. The Inland Career Education Center is thereby authorized to collect attendance for all approved courses. The Adult Education Unit, California Department of Education, has approved the following courses that will be offered by the Inland Career Education Center for the 2017-2018 school year.

<table>
<thead>
<tr>
<th>Course Number</th>
<th>Course Name</th>
<th>Course Number</th>
<th>Course Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>2102</td>
<td>Basic English</td>
<td>4600</td>
<td>Accounting</td>
</tr>
<tr>
<td>2402</td>
<td>Basic Mathematics</td>
<td>4623</td>
<td>Business Technology</td>
</tr>
<tr>
<td>9997</td>
<td>Community Access Skills and Functional Academics</td>
<td>4638</td>
<td>Business Communications</td>
</tr>
<tr>
<td>9998</td>
<td>Life Skills and Functional Academics</td>
<td>9975</td>
<td>Basic Computer Literacy</td>
</tr>
<tr>
<td>2403</td>
<td>Algebra 1</td>
<td>9978</td>
<td>Career Exploration</td>
</tr>
<tr>
<td>2816</td>
<td>Art Appreciation</td>
<td>9976</td>
<td>College Exploration</td>
</tr>
<tr>
<td>2803</td>
<td>Art History</td>
<td>9995</td>
<td>Government and History (Citizenship Preparation)</td>
</tr>
<tr>
<td>2603</td>
<td>Biology</td>
<td>9973</td>
<td>NRS Transition Success</td>
</tr>
<tr>
<td>2618</td>
<td>Earth Science</td>
<td>9977</td>
<td>Work Readiness</td>
</tr>
<tr>
<td>2701</td>
<td>Economics</td>
<td>9987</td>
<td>Academic ESL</td>
</tr>
<tr>
<td>2131</td>
<td>English 10</td>
<td>9980</td>
<td>Advanced ESL</td>
</tr>
<tr>
<td>2132</td>
<td>English 11</td>
<td>9982</td>
<td>Beginning ESL</td>
</tr>
</tbody>
</table>
Board of Education Meeting Minutes
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<table>
<thead>
<tr>
<th>Code</th>
<th>Course Type</th>
<th>Code</th>
<th>Course Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>2133</td>
<td>English 12</td>
<td>9986</td>
<td>ESL MultiLevel</td>
</tr>
<tr>
<td>2130</td>
<td>English 9</td>
<td>9981</td>
<td>Intermediate ESL</td>
</tr>
<tr>
<td>2198</td>
<td>English Elective</td>
<td>5811</td>
<td>Bartering</td>
</tr>
<tr>
<td>2400</td>
<td>General Mathematics</td>
<td>4257</td>
<td>Healthcare Occupations</td>
</tr>
<tr>
<td>2535</td>
<td>Health</td>
<td>4258</td>
<td>Healthcare Occupations Supplemental</td>
</tr>
<tr>
<td>2621</td>
<td>Life Science</td>
<td>4275</td>
<td>Medical Office</td>
</tr>
<tr>
<td>2498</td>
<td>Mathematics Elective</td>
<td>4273</td>
<td>Medical Terminology</td>
</tr>
<tr>
<td>2610</td>
<td>Physical Science</td>
<td>4279</td>
<td>Nursing Service</td>
</tr>
<tr>
<td>2714</td>
<td>Psychology</td>
<td>4421</td>
<td>Food and Beverage Production and Preparation</td>
</tr>
<tr>
<td>2698</td>
<td>Science Elective</td>
<td>4615</td>
<td>Office Systems and Technologies</td>
</tr>
<tr>
<td>2798</td>
<td>Social Science Elective</td>
<td>4605</td>
<td>Web Site Development</td>
</tr>
<tr>
<td>9969</td>
<td>Test Preparation</td>
<td>5652</td>
<td>Introduction to Automotive</td>
</tr>
<tr>
<td>2709</td>
<td>United States History</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that the Board of Education approves course titles for Adult Education programs for the 2017-2018 school year per CAC Title F, Section 10508 as herein presented.

7.33 Agreement and Payment for Course of Study Activity - Student Services
BE IT RESOLVED that the Board of Education approves the following:

Manuel A. Salinas Elementary School requests Board of Education approval to enter into an agreement to utilize Mobile Ed Productions, Inc., Redford, MI, for a Sky Dome Planetarium assembly to 100, Kindergarten - fifth grade CAPS students on April 13, 2018. Students will learn how to identify every planet in our solar system in dramatic “flights” towards each world and will also be introduced to Greek mythological characters and see how these heroes of the past can be found in the stars. Students will also witness the night sky in different seasons and from different global perspectives. The total cost, not to exceed $705.00, will be paid from Manuel A. Salinas Elementary School CAPS Account No. 459.

7.34 Agreement with Children’s Resources, Inc., Fontana, CA, to Provide a Series of Parent Workshops
BE IT RESOLVED that the Board of Education approves entering into an agreement with Children’s Resources, Inc., Fontana, CA, to provide “Lunch and Learn” Parent Series at Bradley, Urbita, Bing Wong, Fairfax Elementary Schools and at Indian Springs Family Engagement Center, effective March 21 – June 30, 2018. Parents will participate in a 40-minute workshop during lunch. The workshops will be offered on three different dates at each of the five sites. Each workshop is $850.00 for 15 workshops for an estimated 15 to 20 parents per workshop. Through the series of workshops, parents will become knowledgeable about student learning styles, acquire strategies to promote self-esteem and the academic achievement of their children. The cost, not to exceed $12,750.00, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.
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BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign all related documents.

7.35 Agreement with Coast 2 Coast Coaching dba Sports for Learning, Long Beach, CA, to Provide a STEM and Soccer Program for Students at E. Neal Roberts Elementary School
BE IT RESOLVED that the Board of Education approves entering into an agreement with Coast 2 Coast Coaching dba Sports for Learning, Long Beach, CA, to provide a lunch recess STEM and Soccer Program for approximately 20 E. Neal Roberts Elementary School students per session for a 12 week program, two (2) days per week for six (6) weeks and three (3) days per week for six (6) other weeks for a total of 60 sessions at a cost per session of $106.00 and a $500.00 implementation fee, effective April 2 – June 1, 2018. The cost, not to exceed $6,860.00, 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.

7.39 Consultant Services Agreement with Joyce Lakes, Riverside, CA, to Provide Services to the Staff at the Inland Career Education Center
BE IT RESOLVED that the Board of Education approves entering into an agreement with Joyce Lakes, Riverside, CA, to provide 40 hours of consultant services for the Inland Career Education Center’s staff and assist with the budget development for 2018-2019, effective April 16 – June 30, 2018. The cost, not to exceed $2,000.00 payable at $50.00 per hour, will be paid from the Restricted General Fund – Adult Education, Account No. 130.

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

7.40 Facilities Use Agreement with JW Marriott Desert Springs, Palm Desert, CA, for Arroyo Valley High School’s 2018 Leadership and Professional Learning Retreat
BE IT RESOLVED that the Board of Education approves entering into a facilities use agreement with JW Marriott Desert Springs, Palm Desert, CA, for Arroyo Valley High School’s 2018 Leadership and Professional Learning Retreat, effective May 18-20, 2018. The JW Marriott Desert Springs will provide the following services for 26 staff members: Rooms, meeting room, food and beverage, and audio visual equipment and setup. The cost, not to exceed $35,000.00 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.

7.41 Physical Education Exemptions
BE IT RESOLVED that the following students whose birth dates are listed below be exempt from
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physical education requirements and placed in alternative periods of instruction for the 2017/2018 school year:

04/30/2001 12/26/2002

7.42 Request to Enter into a Software License Agreement with Siembra Mobile, Inc, Aptos, CA, to Provide Access and use of Education Network

BE IT RESOLVED that the Board of Education approves entering into a software agreement with Siembra Mobile Inc, Aptos, CA, to provide a LinkedIn on-line education network that revolutionizes the college recruiting platform. It will offer a connection of University Recruiters, high school counselors and students who are aspiring for higher education, effective March 21 – June 30, 2018. No cost to District.

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

7.43 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) 10/13/2001 (S) 07/08/2001

*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.

**The Board does hereby expel the pupil for a period of one semester, and does hereby order the enforcement of the expulsion suspended for the following semester, allowing him/her to be considered for re-enrollment in the district under suspended expulsion as 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.
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7.44  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:

12/01/2003    07/05/2003    05/22/2004    12/06/2001    07/07/2002    01/15/2004

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.

7.45  Student(s) Recommended for Suspension, but Remanded Back to School Sites or had Suspensions reduced, 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 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.

02/26/2003

7.46  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:

05/22/2003

Items pulled:

7.25  Request for Proposal (RFP) No. 17-14, Consulting Services – Administrative Coaching for Targeted Support to School Plan (TSSP)

Member Flores asked for clarification. Dr. Mitchell said this was a six month RFP process; this is an 18-month proposal; next steps will be to decided what to implement, now and later. Dr. Flores said Ms. Bettas-Alcala mentioned they weren’t involved.
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Upon motion by Member Gallo, seconded by Member Tillman, and approved by the affirmative vote of Members Gallo, Hill Rodgers, Tillman, and Wyatt (Noes: Flores, Medina), the following was adopted:

BE IT RESOLVED that RFP No. 17-14, Consulting Services – Administrative Coaching for Targeted Support to School Plan (TSSP), was advertised on October 12, 2017, and October 19, 2017, and was opened November 2, 2017, at 2:00 p.m. The cost will be paid from the Unrestricted General Fund, Targeted School Support for Progress, Account No. 243.

Proposals were received from 6 firms: American Institute for Research, Washington, DC; Association for Supervision & Curriculum Development, Alexandria, VA; Catapult Learning West, LLC, Camden, NJ; Class Measures, Woburn, MA; NCS Pearson, Inc., Bloomington, MN; Targeted Leadership Consulting, Los Alamitos, CA.

Proposals were evaluated by the selection committee and short listed to 3 firms as follows:

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Audit Cost for 14 School Sites</th>
<th>Estimated Cost Leadership &amp; Prof. Development</th>
<th>Total Estimated Cost TSSP Consulting Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Association for Supervision &amp; Curriculum Development Alexandria, VA</td>
<td>$370,000.00</td>
<td>$667,000.00</td>
<td>$1,037,000.00</td>
</tr>
<tr>
<td>Catapult Learning West, LLC Camden, NJ</td>
<td>$306,450.00</td>
<td>$1,213,730.00</td>
<td>$1,520,180.00</td>
</tr>
<tr>
<td>NCS Pearson, Inc. Bloomington, MN</td>
<td>$176,400.00</td>
<td>$705,285.00</td>
<td>$881,685.00</td>
</tr>
</tbody>
</table>

BE IT ALSO RESOLVED that the Board of Education approves contract award to Catapult Learning West, LLC, selected the highest ranked firm by the District’s selection committee effective March 21, 2018 - June 30, 2019, at a not to exceed amount of $495,175.00. Pricing is based on a unit cost as follows:

<table>
<thead>
<tr>
<th>Catapult Learning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services</td>
</tr>
<tr>
<td>Site Audit</td>
</tr>
<tr>
<td>High Schools (3)</td>
</tr>
<tr>
<td>Middle &amp; Elementary (11)</td>
</tr>
<tr>
<td>Total Cost Audits</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Catapult Learning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services</td>
</tr>
<tr>
<td>Leadership &amp; Professional Development</td>
</tr>
<tr>
<td>Power Clinic</td>
</tr>
<tr>
<td>6 Hrs up to 40 Participants</td>
</tr>
<tr>
<td>Leadership Coaching</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Professional Development</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6 hours Sessions</td>
<td>$ 3,995.00</td>
<td>14</td>
</tr>
<tr>
<td>Total Estimated Professional Development Cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ 188,725.00</td>
<td></td>
</tr>
<tr>
<td>Total Estimated Audit/Professional Development Cost</td>
<td></td>
<td>$ 495,175.00</td>
</tr>
</tbody>
</table>

BE IT ALSO RESOLVED that upon completion of the initial audit and board approval the District reserves the right to amend the award to add additional services as follows:

<table>
<thead>
<tr>
<th>Catapult Learning</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Services</td>
<td>Unit Cost</td>
<td>Qty</td>
</tr>
<tr>
<td>Leadership Professional Development</td>
<td>$ 3,995.00</td>
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</tr>
<tr>
<td>Leadership Coaching</td>
<td>$ 2,300.00</td>
<td>140</td>
</tr>
<tr>
<td>Teacher Professional Development</td>
<td>$ 3,095.00</td>
<td>36</td>
</tr>
<tr>
<td>Teacher Coaching 2 days per site x 14 estimated 600 teachers</td>
<td>$ 2,300.00</td>
<td>252</td>
</tr>
<tr>
<td>Total Estimated Cost Professional Development</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 1,025,005.00</td>
</tr>
</tbody>
</table>

BE IT ALSO RESOLVED that the District reserves the right to extend annually, not to exceed five years total.

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

7.36 Agreement with Educational Achievement Services, Inc., Las Vegas, NV, to Provide the Student Leadership Inspired by Consuelo Castillo Kickbusch Program

President Medina asked how many hours this includes and Dr. Mitchell said it was a cost of $1200 per student; at least 4-6 hours per day. Mrs. Medina asked about the cost per student for similar programs and Dr. Mitchell said he could bring that information back; Member Flores said that similar programs were about $1000 per student. Member Gallo said that the real value is knowing if students improve after event.

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

BE IT RESOLVED that the Board of Education approves the agreement with Educational Achievement Services, Inc., (EAS), Las Vegas, NV, to provide the Student Leadership Inspired by Consuelo Castillo Kickbusch (SLICK) Program for 100 English learner students, effective April 2 – May 30, 2018. EAS will create and customize five (5) full-day workshops to be delivered by two (2) licensed facilitators. EAS will provide two (2) motivational keynote presentations, provide all training materials, and graduation certificates. The SLICK Program is designed to increase academic excellence through student engagement; provide students with the purpose, tools, and direction necessary to achieve personal and academic success; and produce active student leaders who will serve their families, schools, and communities with distinction and
encourage other students to do the same. The cost, not to exceed $120,000.00 payable at $200.00 per module (5 modules) per 50 students for two (2) programs including materials and all travel expenses, 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.

7.37 Amendment No. 1 to the Agreement with Educational Achievement Services, Inc., Las Vegas, NV, to Provide a Comprehensive Parent Leadership Program

Member Tillman commented that if an amount is originally approved and more people want to participate, then it needs to be brought back to the board to approve; his issue is with the vendor that allowed more people to come than what was on the contract. Member Gallo said it depends on if the contract was ambiguous; if so, need to look at tightening up contracts.

Upon motion by Member Flores, seconded by Member Gallo, this item was not approved by the vote of: Noes: Hill, Medina, Rodgers, Tillman; Yes: Flores, Gallo, Wyatt:

BE IT RESOLVED that the Board of Education does not approve amending the agreement with Educational Achievement Services, Inc. (EAS), Las Vegas, NV, approved on October 17, 2017 Agenda No. 6.25. The agreement will not be amended to increase the contract amount by $61,250.00 to include 49 additional participants at the cost per participant of $1,250.00, increasing the contract amount from $399,550.00 to a not to exceed annual amount of $460,800.00. The additional cost 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 does not authorize Debra Love, Director, Purchasing, to sign all related documents.

7.38 Amendment No. 1 to the Facilities Use Agreement with New Hope Missionary Baptist Church, San Bernardino, CA

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

BE IT RESOLVED that the Board of Education approves amending the facilities use agreement with New Hope Missionary Baptist Church, San Bernardino, CA, approved on September 5, 2017 Agenda No. 11.43. The agreement is being amended to increase the annual contract amount by $2,000.00 for CAPS to hold additional meetings, professional developments, and paraprofessional trainings increasing the annual contract amount from $2,500.00 to a not to exceed annual amount of $4,500.00. The additional cost will be paid from the Restricted General Fund – After School Education and Safety Program, Account No. 459. All other terms and conditions remain the same.

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

SESSION EIGHT

8.0 Action Items

Items 8.2, 8.3, 8.4 were moved to directly after Item 2.1.

8.1 Personnel Report #16, Dated March 20, 2018

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

BE IT RESOLVED that Personnel Report #16, dated March 20, 2018, 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.

8.5 Approval of the Special Education Memorandum of Understanding Governing Special Education Services By and Between San Bernardino City Unified School District and Woodward Leadership Academy

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

This Special Education Memorandum of Understanding is executed by and between the Board of Trustees of the San Bernardino City Unified School District and Woodward Leadership Academy.

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

This agreement shall take effect upon full execution of this Agreement and approval by the Board of Trustees of the San Bernardino City Unified School District and WLA, and shall remain in effect unless either party provides the other with a thirty-day written notice of intent to terminate the agreement.

II. Special Education Services/Section 504/ADA:

The following provisions govern the application of special education and related services 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.
B. Pursuant to Education Code Section 47641, the Charter School has elected to be deemed a public school of the District for special education purposes.

C. In accordance with Education Code Section 47646, a Charter School that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending the Charter School shall receive special education instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the Individuals with Disabilities Education Improvement Act (“IDEIA”) (20 U.S.C. § 1400 et seq.).

D. 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 (“Section 504”) and the Americans with Disabilities Act (“ADA”) with respect to eligible students. Should the Charter School be unable to provide the services necessary to comply with the requirements of Section 504, the Charter School may request that the District provide the necessary services at a cost to be negotiated between the District and the Charter School separate from the terms of this MOU and/or the Charter School may contract with outside service providers at the Charter School’s sole expense.

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 Special Education Coordinator in writing of the name of the responsible individual. This individual may not be a District Special Education employee.

4. The Charter School shall defend, indemnify, and hold harmless the District and its Board of Trustees, Board members, officers, and administrators, employees, agents, representatives, volunteers, successors, and assigns from and against any and all claims, causes of action, or disputes related to the Charter School’s obligations to comply with Section 504 and the ADA. The Charter School shall bear all financial responsibility for all costs and expenses, including attorney’s fees and costs, associated with any and all claims, causes of action, or disputes against the Charter School and/or the
District regarding the Charter School’s compliance with Section 504 and the ADA.

E. The Charter School will comply with all applicable state and federal laws regarding compliance with Section 504 and the ADA.

F. At least annually, and as further required by the District, the Charter School shall be responsible for reviewing pertinent information with all Charter School staff at a staff meeting.

G. Services.

1. The Charter School and the District intend that the Charter School will be treated by the District as any other public school in the District with respect to the provision of special education services, including the allocation of duties between Charter School staff and resources and District staff and resources.

2. Division and Coordination of Responsibility:

a. The District and the Charter School agree to allocate responsibility for the provision of services [including but not limited to identification, evaluation, Individualized Education Program ("IEP") development and modification, and educational services] in a manner consistent with their allocation between the District and its local public school sites. All special education services to be provided to Charter School students beyond the services to be performed by general education personnel and/or the type provided by general school site administrators at District schools, will be performed by employees, consultants, or other representatives of the District. The District shall be solely responsible for hiring and directing the individuals or entities to provide such special education services to Charter School students. If a problem arises with any of the District personnel providing services on the Charter School site, the Charter School and District shall discuss the concerns within a reasonable period of time after the issue is raised by the other party. Re-assignment of personnel in response to such concerns shall occur only when the District deems appropriate. If the District takes or refuses to take personnel action with regard to its special education providers on the Charter School’s site, over the objection of the Charter School, the District shall take full responsibility for any 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, and/or any judgment rendered that results from its
actions or inactions related to the placement of District personnel on the Charter School’s campus.

b. The District and the Charter School shall meet no later than April 15 of each year to ensure a mutual understanding of the allocation of duties between the Charter School and the District for the following year.

3. Identification and Referral:

a. The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. The Charter School is solely responsible for obtaining the cumulative files, prior and/or current Individualized Education Programs, and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and utilized, where appropriate.

b. The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian, if required. The District will consult with the Charter School to facilitate student transitions.

c. The Charter School agrees to implement a Student Study Team Process (“SST”), a general education function, to monitor and guide referrals for special education and related services (“special education services”). The Charter School agrees that the SST and any interventions prior to a referral for special education services shall be the sole responsibility of the Charter School.

4. Assessment:
The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and triennial assessments, in accordance with the District’s general practice and procedure and applicable law. The Charter School shall not conduct assessments of, or recommend independent assessments for special education students without prior written approval of the District. The Charter School shall not unilaterally conduct or agree to fund or reimburse a parent/guardian for an Independent Education Evaluation ("IEE") without prior written approval of the District. Should the Charter School conduct or fund an IEE of a student without the prior written approval of the District, the Charter School shall be solely responsible for the costs of said assessment.

5. Individualized Education Program:

Responsibility for arranging necessary IEP meetings shall be conducted in accordance with the District’s general practice and procedure and applicable law. The District personnel shall confer and take into consideration the availability of the Charter School’s employees when scheduling IEPs. After consultation with the Charter School, the Charter School staff shall ensure the attendance of all necessary Charter School employees at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at the Charter School.

6. Eligibility and Placement:

a. Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include all required representatives of the Charter School (or designees when necessary) and representatives of the District (or designees when necessary). Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education. No pupil with special needs shall be continued in enrollment in the Charter School unless the IEP team determines that the Charter School is an appropriate educational placement, except for such period of time as enrollment at the Charter School constitutes the student’s “stay-put placement.”

b. The Charter School acknowledges that under the IDEIA, a child shall not be determined to be a child with a disability eligible for special education services if the determinant factor for such determination is due to: (a) a lack of appropriate instruction in reading, including in the essential components of reading instruction as referenced in the IDEA; (b) a lack of instruction in math; or (c) limited English proficiency. (20 U.S.C. § 1414(b)(5)(A-C).)
7. **Educational Services and Programs:**

To the extent that the agreed upon IEP requires special education or related services, the District shall provide and/or arrange for such services in the same manner that it would be legally obligated to provide to the students at its other District schools. District services shall include technical and consultative services by District staff to Charter School staff in the same manner that District staff consults with staff at other District schools.

8. **Behavior Emergency Procedures:**

Charter School staff will adhere to the emergency interventions, restrictions, notification, and report requirements set forth in California Education Code Sections 56521.1 and 56521.2.

9. **Student Registration/Records/Withdrawal:**

   a. The Charter School shall adopt Student Registration forms that include questions about whether the student is currently receiving or has ever received special services (e.g. special education and related services pursuant to an IEP, Section 504 plan.).

   b. The Charter School shall adopt a Records Request form similar to that used by other District schools, or will obtain approval from the District for a different form. The Charter School shall use the Records Request form to request previous school records for all students who indicate an intention to enroll in the Charter School.

   c. The Charter School shall provide student front sheet to the District Special Education Coordinator or designee for all special education/504 students.

   d. Within seventy-two hours of a special education student’s withdrawal or disenrollment from the Charter School, the Charter School shall notify the Special Education Coordinator or designee in writing and include the student’s name, date of withdrawal/disenrollment, reason for withdrawal/disenrollment, and next school/district of attendance.

10. **Parent Concerns:**

The District Special Education Staff shall inform parents/guardians of their rights to raise concerns regarding special education needs or services to the Charter School and/or District staff. The Charter School staff shall inform the designated representative of the District of any such concerns that arise regarding special education needs or services. The District, in consultation with the Charter School’s staff as
necessary, shall respond to and address the parent/guardian concerns.

11. **Complaints:**

In consultation with the Charter School, the District shall address/respond to/investigate all complaints regarding special education services at the Charter School. 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.

12. **Due Process Hearings:**

a. In consultation with the Charter School, the District may initiate a due process hearing on behalf of a student enrolled in the Charter School as the District determines is legally necessary to meet a school agency’s responsibilities under federal and state law. The District and the Charter School shall cooperate in defending any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal representation is needed, the District/Charter School shall be jointly represented by District legal counsel. In the event the Charter School elects to utilize separate legal counsel, the Charter School shall bear the costs of its separate legal counsel.

b. 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, and/or any judgment rendered against Charter School and/or Charter School personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) that may be asserted or claimed by any person, firm, or entity that is related to the provision of special education services pursuant to this MOU and is due solely to the acts or omissions of the District, its Board of Directors, Board members, officers, administrators, employee, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns.

c. 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, and 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, and/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 the Office of Civil Rights) that may be asserted or claimed by any person, firm, or entity that is related to the provision of special education services pursuant to this MOU and is due solely to the acts or omissions of the Charter School and/or Charter School Personnel as that term is defined herein. 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.

d. 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, witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School and/or Charter School Personnel (including but not limited to due process complaints and/or complaints filed with the California Department of Education and the Office of Civil Rights) that may be asserted or claimed by any person or firm, or entity which is due solely to the acts or omissions of the District, its Board of Directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns related to the provision of special education services pursuant to this MOU.

13. **SELPA Activities and Meetings:**

The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools within the District. To the extent that
the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to Charter School staff.

14. **School District of Residence:**

The District shall be responsible for providing all special education services to all students of the Charter School regardless of their school district of residence.

15. **SELPA Requirements:**

a. The Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to District policies, procedures, and practices regarding identification, referral, and provision of services to special education students. The Charter School shall utilize, and comply with SELPA and District Board policies, procedures, and forms regarding special education when such are provided to the Charter School in writing.

b. The Charter School agrees to hold a staff meeting on an annual basis to review SELPA and District Board policies, procedures, and forms regarding special education with all staff that are required to implement the policies and procedures and utilize forms regarding special education when such are provided to the Charter School in writing.

c. The Charter School will collaborate with the District, SELPA, and the County Office of Education as needed and may request that representatives of these agencies attend the staff meeting described immediately above. The Charter School, however, shall be solely responsible for the preparation of materials and for conducting the staff meeting.

d. The Charter shall provide the District Special Education Director with a copy of sign-in sheets from the staff meeting during which SELPA and District policies, procedures and forms are reviewed.

e. To the extent that District site staff has the opportunity to participate in committee meetings of the SELPA as representatives of their school, such opportunities shall be made available to Charter School staff. The appropriate Charter School staff will attend District special education training.

16. **Contracted Services:**

If needed due to a shortage in special education staff, it is the responsibility of the
District to seek out contracts with other school districts, companies, or organizations to serve Charter School students in the same manner as District students. The Charter School may assist the District in procuring such services.

H. Funding.

1. Retention of Special Education Funds by District:
   a. The parties agree that, pursuant to the division of responsibilities set forth in this MOU, the Charter School has elected the status of any other public school in the District for the purposes of special education services and funding. The District has agreed to provide special education services for the Charter School, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through the SELPA.

2. School Contribution of Equitable Share of Charter School Funding:
   a. The Charter School shall contribute a pro-rata share of its Charter School funding to support the District’s unfunded special education costs (“general fund support” also known as “encroachment”).

   b. The Charter’s “encroachment” shall be estimated during the year using current year projection for Special Education Costs and ADA until official P2 ADA values are published by the California Department of Education.

   c. The District shall apply, on a monthly basis, any amounts of In-Lieu Property Tax apportionment less oversight fees to the Charter’s pro-rata share of “encroachment”.

   d. The District will apply monthly In-Lieu Property Tax allocations to Charter’s “encroachment” and the calculations and balances will be reflected in monthly statements. Any outstanding “encroachment” balances at year end are to be paid in full within 90 days unless negotiated otherwise.

   e. The District shall be responsible for all costs related to the special education service needs of Charter School students in the same manner as any other students of the District, in accordance with Education Code Section 47646.

I. Special Education – Discipline and Documentation.
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1. The Charter School shall maintain copies in the student files of all correspondence between the Charter School and parents of special education students relating to student discipline. The District Special Education Team shall maintain files of all correspondence regarding special services, including any requests for services, inquiries, referrals, and responses.

2. The Charter School shall notify the District Special Education Coordinator or site designee of special education student suspensions. Upon request, a copy of the suspension form will be provided.

3. Prior to the recommendation, the Charter School shall notify the District Director of Special Education whenever the Charter School intends to recommend for expulsion a student who is currently receiving special education by providing a copy of the notice at the same time it is sent to the parent/guardian.

4. The Charter School shall cooperate with the District’s Special Education Director and/or Coordinator regarding procedures and student rights.

J. Within seventy-two hours of receipt of any correspondence related to the provision of Special Education Services, the Charter School shall provide said correspondence to the District’s Special Education Director and/or Coordinator or site designee.

K. Special Education Services may be offered at the Charter School, the District, at a SELPA facility, and/or another location based upon each student’s IEP.

L. Severability. If any provision or any part of this Agreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of the agreement shall not be affected thereby and shall remain valid and fully enforceable.

M. Notification. All notices, request and other communication under this agreement shall be in writing and mailed to the proper address as follows:

Woodward Leadership Academy        San Bernardino City Unified School District
1777 West Baseline Street             Charter School Operations
San Bernardino, CA 92411               4030 Georgia Blvd.
909.266.1762 – phone                   San Bernardino, CA 92407
909.494.5414 – fax                    909.473.2095 – phone
                                         909.473.2096 – fax

Any notices required by this Agreement sent by facsimile transmission to the facsimile numbers listed above shall be considered received on the business day they are sent, provided
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they are sent during in the receiving Party’s business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the U.S. mail, postage pre-paid, and addressed as indicated above.

N. This MOU contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understanding or agreements between parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representation, statements or promises by any of the parties herein or any of their agents or consultant except as may be expressly set forth in this MOU. The Parties further recognize that this MOU shall only be modified in writing and by the mutual agreement of the Parties.

BE IT RESOLVED that the Board of Education approves the Special Education Memorandum of Understanding Governing Special Education Services Between San Bernardino City Unified School District and Woodward Leadership Academy.

8.6 Second Period Interim Financial Report as of January 31, 2018
Upon motion by Member Rodgers, seconded by Member Wyatt, and approved by the affirmative vote of Members Flores, Gallo, Hill, Medina, Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

Business Services has prepared the 2017-18 Second Interim Report that provides an update on the financial position of the district as of January 31, 2018. This report includes all known adjustments to revenues and expenditures in the current year as well as projections for the two subsequent years.

The Education Code, as updated by AB1200 and AB2756, requires school districts to report on their financial condition at the time of budget adoption and after closing the books with the unaudited actuals. Two interim reports are also required during the Fiscal Year for the periods from July 1 - October 31 (first period), and from July 1 - January 31 (second period).

A resolution is contained in the Action item section of the agenda requesting a positive certification by the Board of Education as to the District’s ability to meet its financial obligations for the current Fiscal Year and the subsequent two years.

Second Period Interim Financial Report

The Second Interim report consists of projections for ADA (average daily attendance), Local Control Funding Formula (LCFF), and summary of revenues, expenditures, and fund balance of the General Fund for the current and subsequent two years. Other funds of the District have been
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included in this report as well. This report also includes a current year Cash Flow Projection, a
Summary Review of State Financial Criteria and Standards, and a Certification that the District
will meet its financial obligations for the current and subsequent two years.

The Board of Education approved the Fiscal Year 2017-18 Adopted Budget on June 27, 2017. In
addition, budget changes have been brought to the Board to update revenues and expenditures as
well as the overall financial condition of the District as they occur. The Governor’s Proposed
Budget for Fiscal Year 2018-19 and beyond includes full LCFF funding with minor increases in
2017-18 funding. Additional One-Time Mandated Cost Revenue has also been provided for 2018-
19. These changes are reflected in this report.

Current sections of the Education Code, which were revised by AB1200 and AB2756, require the
governing board of the school districts to certify that the District will meet its financial obligations
for the current Fiscal Year and the subsequent two Fiscal Years. Based on the current information
for revenues and expenditures for the subsequent two years, the district meets those criteria.

School districts self-certify their fiscal condition. With a positive certification, the district asserts
that it can meet its obligations in the current and succeeding two years. A qualified certification
indicates a budget shortfall in the two subsequent years. Finally, a negative certification indicates
an impending cash shortfall for either the current or one subsequent year.

Based on the definition above, the Board of Education may approve this Second Interim Report
with a **positive certification**.

Thus, it is recommended that the Board of Education approve a **positive certification** for the
Second Interim Financial Report for Fiscal Year 2017-18, as of January 31, 2018, with the
accompanying resolution which is required by San Bernardino County Office of Education.

BE IT RESOLVED that the Board of Education approves, based on information presented, the

BE IT FURTHER RESOLVED that the President of the Board of Education certifies on behalf of
the Board that the San Bernardino City Unified School District will be able to meet its ongoing
financial obligations for the current fiscal year and subsequent two years.

### 8.7 Board On-Going Initiatives

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

<table>
<thead>
<tr>
<th>Initiative</th>
<th>Assigned to</th>
<th>Action</th>
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<tr>
<td>SBCUSD Welcoming Resource Center (Centralized Services Facility)</td>
<td>R. Monarrez</td>
<td>Quarterly Updates: 04/17/18</td>
</tr>
<tr>
<td>African American Student Achievement</td>
<td>K. Mitchell</td>
<td>Quarterly Updates: 05/22/18</td>
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<table>
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<tr>
<th>Mental Health</th>
<th>R. Monarrez</th>
<th>Quarterly Updates: 03/20/18 COMPLETED 06/19/18</th>
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<tr>
<td>Grading Practices Committee Dashboard</td>
<td>R. Monarrez K. Mitchell</td>
<td>Monthly Updates: 04/17/18 05/22/18 06/19/18</td>
</tr>
<tr>
<td>Citations Database</td>
<td>J. Paulino</td>
<td>Monthly Updates: 03/20/18 COMPLETED 04/17/18 05/22/18 06/19/18</td>
</tr>
<tr>
<td>Safe Routes to School</td>
<td>J. Paulino</td>
<td>Quarterly Updates: 03/20/18 COMPLETED 06/19/18</td>
</tr>
<tr>
<td>Family Engagement Strategic Plan</td>
<td>R. Monarrez</td>
<td>Quarterly Updates: 05/22/18</td>
</tr>
<tr>
<td>Later Start Times for Secondary Sites</td>
<td>H. Vollkommer</td>
<td>Quarterly Updates: 06/19/18</td>
</tr>
</tbody>
</table>

8.8 Board Top 10
Upon motion by Member Rodgers, seconded by Member Hill, and approved by the affirmative vote of Members Flores, Gallo, Hill, Medina, Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

*Items, once completed, will be removed from the list and may not require further updates.*

<table>
<thead>
<tr>
<th>Date of Request</th>
<th>Question/Request</th>
<th>Requested by</th>
<th>Assigned to</th>
<th>Anticipated Completion Date/Remarks/Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 02/18/14</td>
<td>Create Programs of Excellence at other schools (ex: Richardson) to eliminate lottery waiting and that will include additional components</td>
<td>Mrs. Medina</td>
<td>K. Mitchell</td>
<td>03/16-03/18: Focus Group preparing Action Steps</td>
</tr>
<tr>
<td>2 01/14/14</td>
<td>Create a Program Evaluation process which requires sites that hire consultants to complete an evaluation form that teachers review recommendations/share concerns</td>
<td>Mrs. Perong</td>
<td>H. Vollkommer</td>
<td>Beta testing; Feb-June, 2018; Full rollout July, 2018</td>
</tr>
<tr>
<td>3 11/05/13</td>
<td>Provide update on Later Start Times for Secondary Sites</td>
<td>Mr. Gallo</td>
<td>H. Vollkommer</td>
<td>(BC - 2/20/18) Moved to On-Going Initiatives</td>
</tr>
<tr>
<td>4 09/11/17</td>
<td>Provide status of a streamlined Use of Facilities process</td>
<td>Board</td>
<td>J. Christakos</td>
<td>04/17/18</td>
</tr>
<tr>
<td>5 05/16/17</td>
<td>Provide information regarding Arrowhead Grove and potential changes to Sierra HS and Roberts ES</td>
<td>Mr. Gallo</td>
<td>K. Mitchell H. Vollkommer</td>
<td>05/01/18</td>
</tr>
<tr>
<td>6 02/20/18</td>
<td>Engagement of Student Internships w/District’s Operations departments</td>
<td>Mr. Gallo</td>
<td>K. Mitchell R. Monárrez</td>
<td>07/2018</td>
</tr>
</tbody>
</table>
8.9 **Board Follow Up**
Member Wyatt asked that the CAPS waiting list item be updated again next month.

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

<table>
<thead>
<tr>
<th>Date of Request</th>
<th>REQUESTS/QUESTIONS FOR FOLLOW UP</th>
<th>Requested By</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 02/20/18</td>
<td>Provide information on site improvements/remodeling at Sierra HS</td>
<td>Mrs. Rodgers</td>
</tr>
<tr>
<td>2 11/07/17</td>
<td>Asked about Middle School gymnasiums.</td>
<td></td>
</tr>
<tr>
<td>3 11/07/17</td>
<td>Explore buying building that District is leasing.</td>
<td></td>
</tr>
<tr>
<td>1 02/20/18</td>
<td>Do we provide funding/advertising support for the Black History Bee?</td>
<td>Dr. Flores</td>
</tr>
<tr>
<td>2 02/20/18</td>
<td>Letter of support to Stoneman HS, Florida</td>
<td>Dr. Wyatt</td>
</tr>
<tr>
<td>3 01/09/18</td>
<td>Coordinate recognition of Teen Music Workshop music group recognition.</td>
<td></td>
</tr>
<tr>
<td>4 01/09/18</td>
<td>Coordinate additional Emergency Disaster and Anti-bullying posters.</td>
<td>Mrs. Rodgers</td>
</tr>
<tr>
<td>1 02/06/18</td>
<td># of students served in new facilities from grant awards.</td>
<td></td>
</tr>
</tbody>
</table>

**COMMUNITY ENGAGEMENT – MRS. ONTIVEROS**

| 1 02/06/18      | From Student Achievement: Update on parent access to Aeries                                      | Dr. Flores                  |
| 2 03/06/18      | Recommend a follow up meeting with Drumline participants/students                                 | Dr. Flores                  |
| 3 03/06/18      | Explore a Mariachi band                                                                           | Dr. Flores                  |
| 4 02/20/18      | Create a District-wide orientation for incoming 9th grade students to promote positive citizenship and provide information on colleges, scholarships, etc. | Dr. Hill                    |
| 5 02/20/18      | Ethnic Studies program presentation; provide status and effectiveness                             | Dr. Hill                    |
| 6 02/20/18      | From Superintendent Student Advisory Presentation: Request to include middle school student voice | Dr. Flores                  |
| 7 02/20/18      | From Student Achievement Initiative Presentation: Provide costs, targets, outcomes, resource allocation | Mr. Tillman                |
| 8 02/06/18      | Provide EdTrust West report.                                                                     |                             |
| 9 02/06/18      | Provide information on Woodward Leadership Academy charter school (Public Comment)              | Mrs. Rodgers                |
| 10 02/06/18     | Provide Drumline information.                                                                    |                             |
Board of Education Meeting Minutes  
March 20, 2018

<table>
<thead>
<tr>
<th>Date of Request</th>
<th>REQUESTS/QUESTIONS FOR FOLLOW UP</th>
<th>Requested By</th>
</tr>
</thead>
<tbody>
<tr>
<td>11 01/09/18</td>
<td>Request for pathways programs and coding program demographic data.</td>
<td>Mrs. Rodgers</td>
</tr>
<tr>
<td>12 11/07/17</td>
<td>What is an Education Opportunity survey and did our District do one.</td>
<td>Mrs. Rodgers</td>
</tr>
<tr>
<td>13 10/17/17</td>
<td>Are Ethnic Studies A-G approved; what are the demographics of students. Suggested teachers collaborate with other districts to get their knowledge and asked for contacts for the three high schools.</td>
<td>Mrs. Medina</td>
</tr>
<tr>
<td>14 10/17/17</td>
<td>Asked about looking into the All-City band possibly playing at state finals, football games, or special events to highlight the VAPA program.</td>
<td>COMPLETED (BC – 2/20/18)</td>
</tr>
<tr>
<td>15 08/15/17</td>
<td>Status of Drumline and VAPA.</td>
<td>COMPLETED (BC – 2/20/18)</td>
</tr>
</tbody>
</table>

**HUMAN RESOURCES – DR. WISEMAN**

<table>
<thead>
<tr>
<th>Date of Request</th>
<th>REQUESTS/QUESTIONS FOR FOLLOW UP</th>
<th>Requested By</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 02/20/18</td>
<td>Provide information on targeted recruitment efforts for male African teachers/principals</td>
<td>Mr. Tillman</td>
</tr>
<tr>
<td>2 02/20/18</td>
<td>Provide information on District students that have returned as teachers</td>
<td>Dr. Flores</td>
</tr>
</tbody>
</table>

**SCHOOL POLICE – CHIEF PAULINO**

**STUDENT SERVICES – DR. MONÁRREZ**

<table>
<thead>
<tr>
<th>Date of Request</th>
<th>REQUESTS/QUESTIONS FOR FOLLOW UP</th>
<th>Requested By</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 03/06/18</td>
<td>Update on CAPS waiting list</td>
<td>COMPLETED (BC – 3/20/18)</td>
</tr>
<tr>
<td>2 02/20/18</td>
<td>Consent Item #7.36. Where is their funding coming from; what is their incentive for offering program?</td>
<td>COMPLETED (BC - 3/6/18)</td>
</tr>
<tr>
<td>3 02/20/18</td>
<td>Create a “roving trophy” for different categories (ex: enrollment, campus beautification)</td>
<td>Dr. Hill</td>
</tr>
<tr>
<td>4 01/23/18</td>
<td>Explore program for leadership skills for students w/behavioral challenges</td>
<td>Mr. Gallo</td>
</tr>
<tr>
<td>5 08/01/17</td>
<td>From Student Achievement – KPI: Suspensions/Expulsions: Develop a staff survey to determine effectiveness of PBIS and Restorative Justice.</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>6 01/09/18</td>
<td>Provide information on # of reported STDs and steps to reduce number.</td>
<td>COMPLETED (BC – 2/20/18)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Request</th>
<th>Date</th>
<th>W</th>
<th>SP</th>
<th>SA</th>
<th>AP</th>
<th>AR</th>
<th>PH</th>
</tr>
</thead>
<tbody>
<tr>
<td>KPI: ELPI/Reclassification</td>
<td>04/03/18</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Multilingual Initiative</td>
<td>04/03/18</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Innovation Grant Awards</td>
<td>04/17/18</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engagement of Student Internships w/District Operations departments (ie. pilot or summer program)</td>
<td>04/17/18</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>KPI: Graduation Rates/Drop Out Rates</td>
<td>05/01/18</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adoption of 18-19 BOE Meeting Calendar</td>
<td>05/01/18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Purchasing Systems</td>
<td>05/22/18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Governor’s May Revise Budget Update</td>
<td>05/22/18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Annual Service Plan &amp; Budget Requirement (SELPA)</td>
<td>06/05/18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Local Control and Accountability Plan</td>
<td>06/05/18</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fiscal Year 18-19 Preliminary Budget</td>
<td>06/05/18</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balances in Excess of Minimum Reserve Reqs:18-19</td>
<td>06/05/18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
Board of Education Meeting Minutes  
March 20, 2018

<table>
<thead>
<tr>
<th>Request</th>
<th>Date</th>
<th>W</th>
<th>SP</th>
<th>SA</th>
<th>AP</th>
<th>AR</th>
<th>PH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Control and Accountability Plan Approval</td>
<td>06/19/18</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fiscal Year 18-19 Budget Approval</td>
<td>06/19/18</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>College/Career (leading indicator)</td>
<td>06/19/18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Community Engagement Updates</td>
<td>TBD</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Career Pathways</td>
<td>TBD</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget</td>
<td>TBD</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>KPI: Engagement – Gallup Student Poll</td>
<td>TBD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

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

SESSION NINE

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

Existing Litigation
Conference with legal counsel, pursuant to paragraph (1) of subdivision (d) of Government Code 54956.9
Number of Cases: One
SS-17-18-05

Public Employee Appointment
Title: Middle School Vice Principal

SESSION TEN

10.0 Action Reported from Closed Session
Upon motion by Member Hill, seconded by Member Rodgers, and approved by the affirmative vote of Members Flores, Gallo, Hill, Medina, Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

BE IT RESOLVED that the Board of Education accepts the Notice of Recommendation for Disciplinary Action and Statement of Charges to suspend without pay for five (5) day the following classified employee from his/her employment with the District.

HR-CLASS-17-18-08

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

BE IT RESOLVED that the Board of Education approves the appointment of the following employees:
Board of Education Meeting Minutes
March 20, 2018

BONJOUR, DIANE: Middle School Vice Principal, effective date, work year and salary to be determined. Funding: 035

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

BE IT RESOLVED that the Board of Education approves the Settlement Authority #SS-17-18-05 in the amount of $17,750.00.

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

SESSION ELEVEN

11.0 Adjournment
By unanimous vote of the board, the meeting was adjourned at 11:48 pm.

At the May 16, 2017 Board Meeting, the 2017-18 Board of Education Meeting Calendar was adopted. The next regular meeting of the Board of Education of the San Bernardino City Unified School District will be held on Tuesday, April 3, 2018 at 5:30 p.m. in the Multi-Purpose Room, Indian Springs High School, 650 N. Del Rosa Dr., San Bernardino.
Attachment B
San Bernardino
City Unified School District
Second Interim
Report
March 20, 2018

Discussion for this Evening
- State Financial Outlook
- Changes Since First Interim
- Second Interim Budget Assumptions
- Multi-Year Projections
- Positive Certification
- LCAP Update
State Financial Outlook
- The January Governor’s budget proposal projects full funding of LCFF two years ahead of schedule
- UCLA forecast indicates the California economy remains steady
  - Total employment rate has reached an all time high
  - Predicts housing markets will remain relatively flat due to anticipated interest rate hikes
    - Average price of a home in California is more than double the national average
- AB 2808 proposes aspirational goal of reaching national average for per pupil spending under LCFF
- 2018-19 May Revision will adjust revenue projections and determine how they are allocated
- CalSTRS and CalPERS costs continue to be a major strain on budgets of schools and community colleges

Summary of Changes to Projected Revenues and Expenditures

<table>
<thead>
<tr>
<th>Item</th>
<th>2017-18 Adopted Budget</th>
<th>2017-18 1st Interim Projections</th>
<th>2017-18 2nd Interim Projections</th>
<th>Variance 2nd Interim to 1st Interim</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Total Revenues</td>
<td>$628.9</td>
<td>$655.1</td>
<td>$671.2</td>
<td>$ 6.1</td>
</tr>
<tr>
<td>2. Expenditures, Transfers, and Interfund Transfers</td>
<td>$651.2</td>
<td>$703.2</td>
<td>$677.7</td>
<td>($25.5)</td>
</tr>
<tr>
<td>3. Excess/(Deficit) Revenues Less Expenditures</td>
<td>($22.3)</td>
<td>($38.1)</td>
<td>($6.5)</td>
<td>$31.6</td>
</tr>
<tr>
<td>4. Beginning Fund Balance</td>
<td>$ 92.7</td>
<td>$102.0</td>
<td>$102.0</td>
<td>$ 0</td>
</tr>
<tr>
<td>5. Audit Adjustment</td>
<td>$ 0</td>
<td>$ 0</td>
<td>$ 2.7</td>
<td>$ 2.7</td>
</tr>
<tr>
<td>6. Ending Fund Balance</td>
<td>$ 70.4</td>
<td>$ 63.9</td>
<td>$ 98.2</td>
<td>$ 34.3</td>
</tr>
<tr>
<td>7. Components of the Ending Fund Balance:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Reserves for Stores/Revolving Cash and Prepaid Expense</td>
<td>$ 0.7</td>
<td>$ 0.3</td>
<td>$ 0.3</td>
<td>$ 0.0</td>
</tr>
<tr>
<td>9. Restricted Ending Balances</td>
<td>$ 26.9</td>
<td>$ 18.7</td>
<td>$ 32.7</td>
<td>$ 14.0</td>
</tr>
<tr>
<td>10. Reserve for Economic Uncertainties</td>
<td>$ 13.1</td>
<td>$ 14.1</td>
<td>$ 13.6</td>
<td>($ 0.5)</td>
</tr>
<tr>
<td>11. Assigned - Targeted Support for School Progress (TSSP)</td>
<td>$ 3.8</td>
<td>$ 3.8</td>
<td>$ 7.6</td>
<td>$ 3.8</td>
</tr>
<tr>
<td>13. Reserve for deficit spending (Future Years)</td>
<td>$ 0</td>
<td>$ 22.0</td>
<td>$ 8.8</td>
<td>($13.2)</td>
</tr>
<tr>
<td>14. Unappropriated Ending Fund Balance</td>
<td>$20.9</td>
<td>$ 0</td>
<td>$ 21.2</td>
<td>$ 21.2</td>
</tr>
</tbody>
</table>
### Why is our Ending Fund Balance Projected to Increase? Changes since First Interim – Unrestricted

**Revenues**
- Increase in LCFF Funding – Unduplicated count and ADA $342,318
- Increase in Federal Revenue – Prior Year Medi-Cal $1,193,644
- Increase in Interest Income $300,000
- Decrease to Projected Contribution to Restricted Programs $290,813
- Total Increases in Unrestricted Revenue $2,126,775

**Expenditures**
- Delay in textbook purchase until 2018-19 $14,000,000
- Additional projected expenditure savings $1,555,789
- Total Decreases in Unrestricted Expenditures $15,555,789
- Increase to Projected Unrestricted Ending Balance $17,682,564
- Audit Adjustment – 2016-17 $2,725,743
- Total Increase to Projected Unrestricted Ending Balance $20,408,307

### Changes since First Interim - Restricted

**Revenues**
- Prop 39 Clean Energy Jobs $8,392,927
- Increase in Title I funding $342,318
- Reduced Projected Contribution from General Fund ($236,822)
- Other Various Increases/Adjustments $296,700
- Projected Deferral of Revenue to 2018-19 ($4,800,000)
- Total Increases in Restricted Revenues $3,995,123

**Expenditures**
- Increased Salaries and Benefits – LCSSP Grant $1,221,342
- Grant funds expenditure delay to 2018-19 (multi year plans) ($9,736,524)
- Delay in RDA expenditures to 2018-19 ($1,269,278)
- Additional Savings and Indirect Adjustment ($205,151)
- Total Expenditure Decreases ($9,989,611)
- Total Increase to Restricted General Fund Ending Balance ($13,984,734)

- Increase from Unrestricted General Fund (prior page) ($20,408,307)
- Total Increase to General Fund Ending Balance ($34,393,041)
SBCUSD 2017-18 Projected Total General Fund Revenues

In Millions
- Other State Revenue, $93.3, 14%
- Other Local Revenue, $6.4, 1%
- Federal Revenue, $61.5, 9%
- LCFF Sources - Base, $356.7, 53%
- LCFF Sources - Supplemental, $153.3, 23%

Total LCFF Funding $510.0 Million
Total Projected General Fund Revenues - $671.2 Million

Revenue Limit to LCFF Funding Model Base and Supplemental
(In Millions)

<table>
<thead>
<tr>
<th>Year</th>
<th>Revenue Limit</th>
<th>Categoricals (folds into LCFF)</th>
<th>Base + Supplemental and Concentration</th>
<th>TIIG and Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012-13</td>
<td>$71.0</td>
<td>$254.1</td>
<td></td>
<td>$388.7</td>
</tr>
<tr>
<td>2015-16</td>
<td>$121.6</td>
<td>$302.3</td>
<td></td>
<td>$338.9</td>
</tr>
<tr>
<td>2016-17</td>
<td>$133.1</td>
<td>$349.9</td>
<td></td>
<td>$382.2</td>
</tr>
<tr>
<td>2017-18 Ex</td>
<td>$132.8</td>
<td>$357.4</td>
<td></td>
<td>$338.7</td>
</tr>
<tr>
<td>2018-19 Ex</td>
<td>$135.6</td>
<td>$382.2</td>
<td></td>
<td>$388.7</td>
</tr>
<tr>
<td>2019-20 Ex</td>
<td>$138.9</td>
<td>$388.7</td>
<td></td>
<td>$388.7</td>
</tr>
</tbody>
</table>

Total Funding
- 2012-13: $325,928,147
- 2015-16: $472,253,426
- 2016-17: $503,501,014
- 2017-18 Ex: $510,780,058
- 2018-19 Ex: $538,321,421
- 2019-20 Ex: $548,143,480

*2017-18 Funding is prior to adjustment for transfer to Deferred Maintenance and ADA Waiver
SBCUSD 2017-18 Projected Total General Fund Expenditures
In Millions

- Contracted Services, $104.9, 15%
- Capital Outlay, $18.0, 3%
- Books and Supplies, $38.0, 6%
- Employee Benefits, $155.5, 23%
- Classified Salaries, $83.2, 12%
- Certificated Salaries, $278.2, 41%
- Transfers Out, $(0.1), 0%

Total Projected General Fund Expenditures - $677.7 Million

Projected Increases in LCFF Funding Compared to Major Expenditure Increases

<table>
<thead>
<tr>
<th></th>
<th>2017-18</th>
<th>2018-19</th>
<th>2019-20</th>
<th>2020-21</th>
<th>Cumulative Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increases in LCFF Funding</td>
<td>$7,279,004</td>
<td>$27,541,363</td>
<td>$9,822,059</td>
<td>$12,043,930</td>
<td>$56,686,356</td>
</tr>
<tr>
<td>Salary Related Expenditure Increases</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Step and Column</td>
<td>$5,372,253</td>
<td>$5,453,080</td>
<td>$5,495,987</td>
<td>$5,632,068</td>
<td>$21,953,388</td>
</tr>
<tr>
<td>PERS/STRS</td>
<td>$6,557,926</td>
<td>$7,030,675</td>
<td>$7,189,539</td>
<td>$5,129,884</td>
<td>$25,908,024</td>
</tr>
<tr>
<td>Health &amp; Welfare</td>
<td>$3,374,979</td>
<td>$3,599,615</td>
<td>$6,477,820</td>
<td>$5,907,076</td>
<td>$19,359,490</td>
</tr>
<tr>
<td>Special Ed Contributions (Including Transportation)</td>
<td>$3,746,840</td>
<td>$4,627,330</td>
<td>$4,912,829</td>
<td>$4,750,942</td>
<td>$18,037,941</td>
</tr>
<tr>
<td>Total Increases</td>
<td>$19,051,998</td>
<td>$20,710,700</td>
<td>$24,076,175</td>
<td>$21,419,970</td>
<td>$85,258,843</td>
</tr>
<tr>
<td>Expenditure Increases in Excess of LCFF Funding Increases</td>
<td>($11,772,994)</td>
<td>$6,830,663</td>
<td>($14,254,116)</td>
<td>($9,376,040)</td>
<td>($28,572,487)</td>
</tr>
</tbody>
</table>

Cost of PERS/STRS 2021-22 and beyond is $6.8M
Total Projected Increase of PERS/STRS $45.2M
### 2017-18 Multi Year Projections

#### Combined General Fund

<table>
<thead>
<tr>
<th>Description</th>
<th>2016-17 Actuals</th>
<th>2017-18 Projected</th>
<th>2018-19 Projected</th>
<th>2019-20 Projected</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Total Revenues</td>
<td>$647.1</td>
<td>$671.2</td>
<td>$681.5</td>
<td>$678.2</td>
</tr>
<tr>
<td>2. Expenditures, Transfers, and Interfund Transfers</td>
<td>$628.2</td>
<td>$677.7</td>
<td>$703.0</td>
<td>$708.8</td>
</tr>
<tr>
<td>3. Excess/(Deficit) Revenues Less Expenditures</td>
<td>$18.9</td>
<td>($ 6.5)</td>
<td>($ 21.5)</td>
<td>($ 30.6)</td>
</tr>
<tr>
<td>4. Beginning Fund Balance</td>
<td>$ 83.1</td>
<td>$102.0</td>
<td>$ 98.2</td>
<td>$ 76.7</td>
</tr>
<tr>
<td>5. Audit Adjustment</td>
<td>$ 0</td>
<td>$ 2.7</td>
<td>$ 0</td>
<td>$ 0</td>
</tr>
<tr>
<td>6. Ending Fund Balance</td>
<td>$102.0</td>
<td>$98.2</td>
<td>$76.7</td>
<td>$46.1</td>
</tr>
<tr>
<td><strong>7. Components of the Ending Fund Balance:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Reserves for Stores/Revolving Cash and Prepaid Expense</td>
<td>$ 0.7</td>
<td>$ 0.3</td>
<td>$ 0.3</td>
<td>$ 0.3</td>
</tr>
<tr>
<td>9. Restricted Ending Balances</td>
<td>$35.9</td>
<td>$32.7</td>
<td><strong>$ 13.8</strong></td>
<td>$ 0.8</td>
</tr>
<tr>
<td>10. Reserve for Economic Uncertainties</td>
<td>$12.6</td>
<td>$13.6</td>
<td>$14.1</td>
<td>$14.2</td>
</tr>
<tr>
<td>11. Assigned - Targeted Support for School Progress (TSSP)</td>
<td>$ 7.6</td>
<td>$ 7.6</td>
<td><strong>$ 3.8</strong></td>
<td><strong>$ -0-</strong></td>
</tr>
<tr>
<td>Language and Visual and Performing Arts (VAPA) (Delayed One Year)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Reserve for deficit spending and TSSP (Future Years)</td>
<td>$23.0</td>
<td>$ 8.8</td>
<td><strong>$ 8.8</strong></td>
<td><strong>$ -0-</strong></td>
</tr>
<tr>
<td>14. Unappropriated Ending Fund Balance</td>
<td><strong>$15.2</strong></td>
<td>$21.2</td>
<td>$30.9</td>
<td>$30.8</td>
</tr>
</tbody>
</table>

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### Positive Certification

- Board action is required to certify the financial condition of the District in accordance with State adopted criteria and standards.

- **Positive Certification** — Based on current projections, the Board President and Superintendent certifies that the District will be able to meet its financial obligations for the current and two subsequent fiscal years.
2017-2018 Budget/LCAP Timeline

**1st Interim Report**
- LCAP
- Identify goals, actions, and services
- Align resources to Governor's January Budget Proposal

**2nd Interim Report**
- Finalize budget based on May Revision
- Hold public hearing
- Adopt and implement

- Evaluate progress
- Conduct needs assessment

- LCAP

San Bernardino City Unified School District
Local Control and Accountability Plan (LCAP) Progress Update

2017-2018 Board Report
March 20, 2018

Presented by:
Dr. Kennon Mitchell and Terry Comnick
Objectives For Today’s Meeting:

1. Provide a monitoring update of the Local Control Funding Formula (LCFF), and Local Control and Accountability Plan (LCAP) expectations since December 2017

2. Share successes in the field

3. Provide an opportunity for input/comments related to the LCAP update

The Community Engagement Plan
and the Local Control Accountability Plan of the San Bernardino City Unified School District

BELIEFS
MISSION
4 KEY OBJECTIVES
KEY PERFORMANCE INDICATORS (KPI)
9 STRATEGIES
LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)
3 LCAP GOALS
DISTRICT & SCHOOL PLANS
2017-2018 through 2019-2020 Goals

**GOAL 1: Academics**
- Academic Achievement: Student academic performance, including English proficiency, will be at a "standards met or greater" level based on rigorous core content standards, resulting in a high school diploma. Emphasis will be placed on A-G coursework and college and career pathways.

**GOAL 2: School Climate and Campus Environment**
- School Climate/Campus Environment: In order to support student academic achievement and engagement, all students will be educated in learning environments that are clean, safe, well maintained, drug free, and conducive to learning, with a focus on reducing suspension, expulsion, citation, and chronic absenteeism rates.

**GOAL 3: Student, Parent, Community Involvement and Support**
- Student, Parent and Community Involvement and Support: SBCUSD will engage, educate, and involve students, parents, and the community as partners with a focus on academic achievement, careers, and social services through a network of resources, allies, and alliances.

*The 3 major LCAP goals are aligned with the Community Engagement Plan, KPIs, and State/Local Indicators.*

Progress Update: Key LCAP Initiatives

**Foster Youth - A.T.L.A.S. Key Accomplishments/Planned Activities**
- Improved identification of Foster Youth from 500 identified students to 800
- Improved graduation rate 78.8%- 80%
- Improved D and F rate for 8th and 9th grade Math +1.2%
- Immediate access to CAPS for Foster Youth
- Summer academic and enrichment programs at Jones and King
- Transportation to school of origin, if a student has a change of placement
- Inaugural Youth Summit attended by approximately 170 8th- 12th graders
- Active student participation in site- based and district- wide forums
- On-going collaboration with County Office of Education to improve Foster Youth outcomes and reduction of suspensions
Progress Update: Key LCAP Initiatives

**Latino Student Achievement**

**Key Accomplishments/Planned Activities**

- Increased support to school sites, building staff capacity through professional development
- Curriculum to support students in need of reading and math academic support
- Supplemental AVID support to elementary, middle, and high schools
- Contracts to support parents, staff, students
  - Future Leaders program through Cal State University
  - SLICK program for at risk Latino youth

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Progress Update: Key LCAP Initiatives

**English Learner Key Accomplishments/Planned Activities**

- Increased, direct support to school sites, building staff capacity
- Additional counseling support to English Learner students
- Increased focus on Reclassification
- Effective English Language Development (ELD) implementation
- Digital Curriculum and assessments for better instruction and progress monitoring
Progress Update: Key LCAP Initiatives

AVID Key Accomplishments/Planned Activities

• SBCUSD Elementary and Secondary AVID Model Schools

• Provide classroom resources to support AVID lessons

• Provide resources to support AVID programming (AVID program fee)

Guest Presenters

• Ana Applegate, Director of English Learners

• Angela Urquidies, Director Specialized Programs

• Dion Clark, Principal, San Gorgonio High School
Next Steps

1. Continue to provide technical assistance/support and program monitoring to sites.

2. Continue to align LCAP with each site’s Single Plan for Student Achievement in content and process.

1. Provide update to Parent Advisory Groups and Board
   a) DAAAC – April, May
   b) DELAC – April, May
   c) DAC – April, May
   d) Board – May/June (Public Hearing and Board Approval)

Engaging All Stakeholders