

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

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

**MINUTES  
ADOPTED  
04/17/18**

March 6, 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; Executive Director Ginger Ontiveros; Communications/Community Relations Director Linda Bardere; School Police Chief Joseph Paulino and Superintendent's Assistant Carla Cross. Absent: Student Board Member Kristian Bacarro. Minutes recorded by Administrative Assistant Karen Cunningham.

SESSION ONE

1.0 Opening

1.1 Call to Order

Board President Abigail Medina call the meeting to order at 5:34 pm.

1.2 Pledge of Allegiance to the Flag

Board Member Danny Tillman led the Pledge of Allegiance.

1.3 Adoption of Agenda

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

SESSION TWO

2.0 Special Presentation(s)

2.1 Special Recognition

The Board of Education recognized the students who represent the District in the San Bernardino All-County Honor Band and Honor Orchestra. Special recognition was given to San Gorgonio High student Amaree Sanchez for being named to the All-County, All-Southern California, and All-State Honor Orchestras.

2.2 Special Recognition – Teen Music Workshop

The Board of Education recognized the students who perform in the District's award-winning Teen Music Workshop and their instructors. The Teen Music Workshop performed under the direction of Richardson PREP HI counselor Bryan Wing and music director, Peter Llamas.

### 2.3 Recognition of César E. Chávez

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:

WHEREAS César E. Chávez, a Mexican-American labor leader in California, was a heroic figure of the 20th century who led a movement dedicated to improving the lives of farm laborers; and

WHEREAS the Board of Education of the San Bernardino City Unified School District recognizes the contributions made by César E. Chávez and designated a middle school to be named César E. Chávez Middle School in honor of this great man;

THEREFORE, BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District hereby recognizes the many contributions and accomplishments of César

E. Chávez and encourages all District schools to conduct appropriate activities in observance of his birthday on March 31; and

BE IT FURTHER RESOLVED that the Board of Education encourages all the schools of the District to take this opportunity to express their heartfelt appreciation for César E. Chávez and to honor his legacy as a man of dignity and strength.

President Medina moved Session Six forward.

## SESSION SIX

### 6.0 *Public Comments*

Speaker: Flery Hernandez

Topic: SB Drumline; Mr. Hernandez said the students in Drumline had asked for an extended season, which didn't happen; students are afraid the program is dying and won't continue and that they are considering leaving the program; the program was more than an after-school program, staff is like family and he asked if something could be worked out to pay Mr. Cooper, possibly fundraising could help pay.

Dr. Marsden shared upcoming events and stated that the program is going forward. Dr. Flores asked if staff was still participating and was told no; Mr. Hernandez said there were eight volunteer staff and they were told they couldn't speak with the students. Dr. Flores recommended everyone involved have a meeting to clarify processes, roles, etc. Mr. Tillman said the Board is unable to speak on personnel issues; District policy states a certificated staff member is required; and reiterated the Board is committed to supporting Drumline. Mrs. Rodgers said the students are still winners and they need to focus and get back on track.

Speaker: Erica Reed

Topic: SB Drumline; Ms. Reed spoke about Michael Cooper and issues with the Drumline, stating the students have endured so much and they deserved an explanation regarding Mr.

Cooper's resignation. She asked the Board to reconsider and bring Mr. Cooper back.

Speaker: Alfredo Agüero, Inland Congregation United for Change (ICUC)

Topic: Special Education; Mr. Agüero said ICUC is asking for help to start some programs for mental health, stating he has been in two meetings, but nothing has happened. He requested to have a meeting with Dr. Marsden and a board member.

Speaker: Marguerite Nicholson,

Topic: Odyssey of the Mind; Ms. Nicholson said she received a lot of positive feedback from last year's event held at Indian Springs High School and she complimented their custodial staff for an amazing job. She reported two teams from San Geronimo High School and Belvedere Elementary School were advancing this year. Ms. Nicholson also reported that this is the last time California will be competing as one state, next year they will be Northern California and Southern California.

Speaker: Nancy Sanchez-Spears

Topic: VAPA Standards Advisory Committee for California Department of Education; Ms. Sanchez-Spears shared that starting March 7, the CDE will begin revision of the standards for the state and they will be based on the national standards.

Speaker: Brian Kammer

Topic: VAPA Showcase concerts; Mr. Kammer commented that he was thrilled with amount of support that will be given to VAPA. He is looking forward to the Honor Band, Honor Orchestra and Honor Choir upcoming showcases.

Speaker: Joseph Dulock, high school senior, Cheryl Ross, college junior, Cal State SB

Topic: Drumline; both spoke about Michael Cooper's mentorships to students.

Speaker: Rick Dulock, parent

Topic: Commented that with the new staff and all the support being given to VAPA, he feels it appears to be political and that Michael Cooper got pushed out; said the kids are hurt.

Speaker: Nwabueze Anyanwu, Education Assistant

Topic: Misappropriation of time, good communication, honesty, consistency, fairness and teamwork; Mr. Anyanwu shared that he has spoken with Dr. Wiseman and Sandra Rodriguez regarding his being late to work. He shared that in the past when taking his child to school at Bob Holcomb Elementary School there was no Sunrise session and no one at the school so he would wait until others arrived. This would make him late to work and he has been written up. There is now a recreational aide early at the school so he has been on time to work; however, due to his tardies he was written up to be fired. Dr. Marsden said he will have staff reach out to him

### SESSION THREE

#### 3.0 *Administrative Report(s)*

#### 3.1 Visual and Performing Arts Strategic Plan, 2016-2021

Assistant Superintendent, Educational Services, Dr. Kennon Mitchell, Secondary Education director Sudha Venkatesan and coordinator Scott Nelson, VAPA, provided an update on the Visual and Performing Arts strategic plan. Cajon High School theater teacher, Carol Griffiths spoke on the strategic plan stating there are a lot of good ideas as well as the time and funds to do what needs to be done. She is excited about going K-12 with VAPA. Jeff Habell, music director at Arroyo Valley High School, spoke about now having an instrument repair budget rather than having to send them out to be repaired, as well as having the funds to purchase new instruments when needed.

The Board discussed the Drumline; waiting list; possible pathways. Dr. Flores recommended a follow up meeting with Drumline participants, parents and possibly extend invitation to Mr. Cooper to meet and say good-bye. She also suggested connecting with Create California. Dr. Wyatt shared that 13,000 K-12 students were in a music program and 21,000 students participate in a VAPA program; asked how the District was developing partnerships within the community. President Medina requested to ensure the VAPA strategic plan included a focus on understanding the fine arts.

### SESSION FOUR

#### 4.0 *Public Hearing(s)*

#### 4.1 Resolution to Adopt the Reports “Residential Development School Fee Justification Study for the SBCUSD” and “Commercial/Industrial Development School Fee Justification Study for the SBCUSD” and Approval of an Increase in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code Section 17620 and Government Code Section 65995

Member Gallo asked if the study included contact with building associations and related organizations to determine if rates were fair/compatible; Mrs. Christakos reported that surrounding areas have the same rates.

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

WHEREAS, the Board of Education (Board) of the San Bernardino City Unified School District (District) provides for the educational needs for grades K-12 students within the Cities of San Bernardino, Highland, and Colton (City or Cities) and the unincorporated areas of San Bernardino County (County); and

WHEREAS, the Board has previously adopted and imposed statutory school fees pursuant to Education Code Section 17620 and Government Code Section 65995 in the amounts of Three and 48/100 Dollars (\$3.48) per square foot of assessable space of new residential construction in the District (Residential Statutory School Fees), and Fifty-Six Cents (\$0.56) per square foot

of chargeable covered and enclosed space for all categories of new commercial/industrial construction in the District (Commercial/Industrial Fees) (collectively, Statutory School Fees); and

WHEREAS, the Board has previously adopted by Resolution alternative school fees pursuant to Government Code Sections 65995.5, (ASF/Level 2 Fees) and 65995.7 (ASF/Level 3 Fees) (collectively, Alternative School Fees); and

WHEREAS, on January 24, 2018, the State Allocation Board authorized an adjustment in the Statutory School Fee amounts pursuant to Government Code Section 65995(b)(3) to Three and 79/100 Dollars (\$3.79) per square foot for assessable space of new residential construction and Sixty-One Cents (\$0.61) per square foot of chargeable covered and enclosed space for the categories of new commercial/industrial construction, as long as such increases are properly justified by the District pursuant to law; and

WHEREAS, new residential and commercial/industrial construction continues to generate additional students for the District's schools and the District is required to provide school facilities (School Facilities) to accommodate those students; and

WHEREAS, overcrowded schools within the District have an impact on the District's ability to provide an adequate quality education and negatively impact the educational opportunities for the District's students; and

WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including the acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial construction; and

WHEREAS, the Board has received and considered the reports entitled, "Residential Development School Fee Justification Study for San Bernardino City Unified School District" and "Commercial/Industrial Development School Fee Justification Study for San Bernardino City Unified School District," (Studies) which include information, documentation, and analysis of the School Facilities needs of the District, including: (a) the purpose of the Statutory School Fees; (b) the use to which the Statutory School Fees are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial construction and (1) the use for Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Statutory School Fees from new residential and commercial/industrial construction; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial construction (by category) upon the cost of providing School Facilities within the District; (e) an evaluation and projection of the number of students that will be generated by new residential construction; (f) the new School Facilities that will be required to serve such students; and (g) the cost of such School Facilities; and

WHEREAS, the Studies pertaining to the Statutory School Fees and to the capital facilities needs of the District have been available to the public for at least ten (10) days before the

Board considered at a regularly scheduled public meeting the increase in the Statutory School Fees; and

WHEREAS, all notices of the proposed increase in the Statutory School Fees have been given in accordance with applicable law; and

WHEREAS, a public hearing was duly held at a regularly scheduled meeting of the Board relating to the proposed increase in the Statutory School Fees on March 06, 2018; and

WHEREAS, as to the Statutory School Fees, Education Code Section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code Section 17620 shall not be subject to the California Environmental Quality Act, Division 13 (commencing with Section 21000) of the Public Resources Code.

BE IT RESOLVED that the Board of Education does hereby resolve, determine and order as follows:

Section 1. That the Board accepts and adopts the Studies.

Section 2. That the Board finds that the purpose of the Statutory School Fees imposed upon new residential construction are to fund the additional School Facilities required to serve the students generated by the new residential construction upon which the Statutory School Fees are imposed.

Section 3. That the Board finds that the Statutory School Fees imposed on new residential construction will be used only to finance those School Facilities described in the Studies and related documents, and that these School Facilities are required to serve the students generated by the new residential construction within the District; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms, and technology, and acquiring and installing additional portable classrooms and related School Facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential construction, as well as any required central administrative and support facilities, within the District.

Section 4. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and the new residential construction within the District because the Statutory School Fees imposed on new residential construction by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new residential construction.

Section 5. That the Board finds that there is a roughly proportional, reasonable relationship between the new residential construction upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new residential construction within the District and the District does not have

student capacity in the existing School Facilities to accommodate these students.

Section 6. That the Board finds that the amount of the Statutory School Fees imposed on new residential construction as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential construction within the District.

Section 7. That the Board finds that the purpose of the Statutory School Fees imposed on new commercial/industrial construction is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial construction upon which the Commercial/Industrial Fees are imposed.

Section 8. That the Board finds that the Statutory School Fees imposed on new commercial/industrial construction (by category) will be used only to finance those School Facilities described in the Studies and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial construction; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new commercial/ industrial construction, as well as any required central administrative and support facilities within the District.

Section 9. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and new commercial/industrial construction by category within the District because the Statutory School Fees imposed on commercial/industrial construction by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial construction.

Section 10. That the Board finds that there is a roughly proportional, reasonable relationship between the new commercial/industrial construction by category, upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new commercial/industrial construction within the District and the District does not have student capacity in the existing School Facilities to accommodate these students.

Section 11. That the Board finds that the amount of the Statutory School Fees imposed on new commercial/industrial construction by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School Facilities required to serve the students generated by such new commercial/industrial construction within the District.

Section 12. That the Board finds that a separate fund (Fund) of the District has been created or is authorized to be established for all monies received by the District for the deposit of

Residential Statutory School Fees, ASF/Level 2 Fees and ASF/Level 3 Fees (if applicable) imposed on residential construction within the District, as well as Commercial/Industrial Fees and mitigation payments (Mitigation Payments) collected by the District and that said Fund and said monies received at all times have been separately maintained, except for temporary investments, from other funds of the District as authorized by applicable law.

Section 13. That the Board finds that the monies of the separate Fund or the separate Sub-Funds described in Section 12, consisting of the proceeds of Statutory School Fees, ASF/Level 2 Fees, ASF/Level 3 Fees and Mitigation Payments have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and/or commercial/industrial construction, and thus, these monies may be expended for all those purposes permitted by applicable law. The Statutory School Fees may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of Section 66001 of the Government Code. In addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees.

Section 14. That the Board hereby increases the Statutory School Fees as a condition of approval of new residential development projects and imposes the Statutory School Fees on such development projects in the following amounts:

a. Three and 79/100 Dollars (\$3.79) per square foot of assessable space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625, and including residential construction or reconstruction other than new construction where such construction or reconstruction results in an increase of assessable space, as defined in Government Code Section 65995, in excess of five hundred (500) square feet.

b. Sixty-One Cents (\$0.61) per square foot of assessable space, for new residential construction used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision (k) of Section 1569 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

Section 15. That this Board hereby increases the Statutory School Fees as a condition of approval of new commercial/industrial construction projects and levies the Statutory School Fees on such development projects in the following amounts per square foot of chargeable covered and enclosed space for all categories of commercial/industrial construction to Sixty-One Cents (\$0.61).

Section 16. That the proceeds of the Statutory School Fees increased and established pursuant to this Resolution shall continue to be deposited into those Sub-Funds of the Funds identified

in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory School Fees are to be collected, including, as to Statutory School Fees, accomplishing any study, findings or determinations required by subdivisions (a), (b) and (d) of Section 66001 of the Government Code, or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees or in financing the described Studies or in defending the imposition of Statutory School Fees.

Section 17. That the District's Superintendent, or designee, is directed to cause a copy of this Resolution to be delivered to the building officials of the Cities, the County, as well as to the Office of Statewide Health Planning and Development (OSHPD), along with a copy of all the supporting documentation referenced herein and a map of the District clearly indicating the boundaries thereof, advising the Cities, the County, and the OSHPD that new residential and commercial/industrial construction is subject to the Statutory School Fees increased pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home or manufactured home subject to the Statutory School Fees absent a certification of compliance (Certificate of Compliance) from the District demonstrating compliance of such project with the requirements of the Statutory School Fees, nor that any building permit be issued for any nonresidential construction absent a certification from this District of compliance with the requirements of the applicable Statutory School Fees.

Section 18. That the Board hereby establishes a process that permits the party against whom the Commercial/Industrial Fees are imposed, the opportunity for a hearing to appeal that imposition of Commercial/Industrial Fees for commercial/industrial construction as required by Education Code Section 17621(e)(2). The appeal process is as follows:

a. Within ten (10) calendar days of being notified, in writing, (by personal delivery or deposit in the U.S. Mail) of the Commercial/Industrial Fees to be imposed or paying the Commercial/Industrial Fees, pursuant to Education Code Section 17620, a party shall file a written request for a hearing regarding the imposition of Commercial/Industrial Fees. The party shall state in the written request the grounds for opposing the imposition of Commercial/Industrial Fees and said written request shall be served by personal delivery or certified or registered mail to the Superintendent.

b. The possible grounds for that appeal include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the Commercial/Industrial Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.

c. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of Commercial/Industrial Fees, the Superintendent, or designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of Commercial/Industrial Fees. The Superintendent, or designee, shall schedule and conduct said hearing within thirty (30) calendar days of receipt of the written request. The Superintendent,

or designee, shall render a written decision within ten (10) days following the hearing on the party's appeal and serve it by certified or registered mail to the last known address of the party.

d. The party against whom the Commercial/Industrial Fees are imposed may appeal the Superintendent or designee's decision to the Board.

e. The party appealing the Superintendent's or designee's decision shall state in the written appeal the grounds for opposing the imposition of the Commercial/Industrial Fees and said written appeal shall be served by personal delivery or certified or registered mail to the Superintendent.

f. The possible grounds for that appeal to the Board include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the Commercial/Industrial Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.

g. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of Commercial/Industrial Fees, the Superintendent, or designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of Commercial/Industrial Fees. The Board shall schedule and conduct said hearing at the next regular meeting of the Board, provided that the party is given notice at least five (5) working days prior to the regular meeting of the Board. The Board shall render a written decision within ten (10) days following the hearing on the party's appeal and serve the decision by certified or registered mail to the last known address of the party.

h. The party appealing the imposition of the Commercial/Industrial Fees shall bear the burden of establishing that the Commercial/Industrial Fees are improper.

Section 19. That the Superintendent is authorized to cause a Certificate of Compliance to be issued for each development project, mobile home and manufactured home for which there is compliance with the requirement for payment of the Statutory School Fees in the amounts specified by this Resolution. In the event a Certificate of Compliance is issued for the payment of Statutory School Fees for a development project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the appropriate Cities, County, or the OSHPD shall be so notified.

Section 20. That no statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or nonresidential construction.

Section 21. That if any portion or provision hereof is held invalid, the remainder hereof is intended to be and shall remain valid.

Section 22. That the District's Statutory School Fees will become effective sixty (60) days

from the date of this Resolution, unless a separate resolution adopting the fees immediately on an urgency basis is adopted by the Board.

## SESSION FIVE

### 5.0 *Student Board Members' Comments*

Isabel Cholbi expressed support of the VAPA strategic plan and for the attendance board policy. She commented on the Board discussion from the February 20 Board meeting regarding the Center on the Economics and Management of Education and Training Systems (CEMETS) Sumer Institute's apprenticeship model program held in Switzerland and some of the comments that possibly the District would be spending too much money to attend. Ms. Cholbi said she believes it is not wrong to spend money to educate staff on career and technical education using international expertise if it would be in the best interest of students and expressed her support to attend the conference. With regards to Stoneman Douglas High School in Florida, Ms. Cholbi commented the reason students were able to be so articulate in the face of the tragedy was because that school and district require civics and debate education from the middle school level and she believes that education is what makes people effective change-makers. She stated that she was in support of those students that wished to participate in the walk outs on March 14. In addition, as a former member of the Drumline, Ms. Cholbi said that she felt everyone involved had faith in seeing the Drumline do well and was glad to see the District was hiring great staff, but felt that since Mr. Cooper had such a tremendous effect on students maybe there was a way to keep him on, possibly by certifying him. Ms. Cholbi reported that Cajon High School was having their Alumni Day next week, stating it is a great program with former students as guest speakers from all different work fields and believe this is a good way to showcase San Bernardino in a positive light.

## SESSION SEVEN

### 7.0 *Student Achievement*

#### 7.1 *Key Performance Indicator*

##### Grade 8/9 Math Failure Rate Update

Assistant Superintendent Kennon Mitchell, Educational Services, Sudha Venkatesan, Director of Secondary Education and Barbara Richardson, Director of Accountability and Educational Technology and Grading Practices Committee participant, Christopher Kohler, Science Department Chair, Pacific High School, presented an update on the Grade 8/9 Math Failure Rate (Attach. B).

The Board discussed sites with high percentage of Ds/Fs and identifying problems at those sites; bringing in other teachers if needed; Aeries parent portal which is not consistently updated and steps being taken to correct; assessments, assessment teams, and integration of assessments district-wide to ensure students are progressing appropriately; interventions; data on student sub-groups that show high performances in classroom versus on tests; perceived complexities such as need for subs, class size, diversity, class time, mathematics, tutoring; possible teacher bias.

## SESSION EIGHT

### 8.0 *Reports and Comments*

#### 8.1 Report by San Bernardino Teachers Association

Ashley Bettas-Alcalá, SBTA president, reported that 86 teachers attended the last grading practices committee meeting, stated that the process is complex and the Ed Code governs teachers' autonomy around grading practices; an evaluation process that allows collaborative goal setting between administrators and teachers in order to focus on issues. She reported that they have established a math leadership committee to assist teachers' growth, especially around integrated math. Ms. Bettas-Alcalá reported the assessment committee has started its process for planning for next year, with several sub-committees that will go deeper into specific assessments and surveys given to make sure instructional minutes are used appropriately to maximize teaching time and to do assessments, but not to over-assess. She also mentioned that in light of recent events in Florida, SBTA is aware of a grassroots movement around gun violence in our schools and they are working alongside the District to provide guidance to their members to support the efforts of the students and community. She spoke on Action Item 10.4 stating that SBTA finds it interesting that the District is considering spending money on another cabinet-level position, but are unwilling to put money towards reducing class sizes so that teachers can build strong relations with their students in order to help them succeed.

Member Tillman asked about Common Core math and if it was better now. Ms. Bettas-Alcalá said one of the biggest challenges they have with elementary is that teachers are “jacks of all trades” and masters of one or two areas. The standards are more fluid and give students a chance to experiment with different ways to find answers to the same problem versus teachers that were taught one specific way. Common Core math is better, but we have to increase the skills and knowledge of our practitioners because it is a big shift.

#### 8.2 Report by California School Employees Association

No report.

#### 8.3 Report by Communications Workers of America

Rochelle Capozio, spoke regarding Math and finding positions for guest teachers, especially those that are proficient in math, during summer school. Hiring the same teachers that have failed students during regular school doesn't make sense to have them teach during summer school, asking where's the incentive to pass them? Possibly some support from guest teachers could help.

#### 8.4 Report by San Bernardino School Police Officers Association

No report.

#### 8.5 Report by San Bernardino School Managers

No report.

#### 8.6 Comments by Board Members

Member Flores thanked staff for their Board Correspondences and keeping the Board updated.

She reported she attended the Family Leadership Institute (FLI) last week where 100 parents attended the four-day event. The contract with Lieutenant Colonel Consuelo Kickbusch is for approximately 50 parents and Dr. Flores would like consensus to agendize an amendment to the FLI contract to compensate Lt. Colonel Kickbusch for the additional parents. Dr. Monárrez clarified that the contract is not a cost per person, but per workshop (\$50,000) and that they had received information and are currently looking into it.

Member Gallo reported that he and Dr. Flores met with Ching Liu, president of SolarMax, regarding their program at Arroyo Valley High School about 2 years ago. Ms. Liu has offered to bring back the program and fund half a teacher and fund a stipend for students to intern at their Riverside facility during the summer. He asked to agendize for next meeting for consideration; Board consensus was not given to agendize. Mr. Gallo also asked to agendize sponsoring \$5,000 for a technology exhibit, where five District schools will be participating and exhibiting at the National Orange Show, May 2 - 6. Board gave consensus to put on the next board meeting as a consent item.

President Medina asked with regards to mental health that the District look at NAMI, the National Alliance on Mental Illness and also look at a Special Education seminar where parents can learn about their rights.

Vice President Rodgers reported she participated in Read Across America at Barton and Vermont elementary schools; mentioned that Costco also does a voluntary reading program with students; attended the Cardenas grand opening; attended the Paper Tiger screening, which speaks to what challenges our youth face. She suggested looking at mental health as a pathway, as well as, having a relationship with the Department of Behavioral Health who has jobs in the area of mental health that do not require a four-year college degree. Mrs. Rodgers reported on the Grading Practices committee meeting, saying she was delighted to see the number of teachers participating; remarked that there is a social and emotional aspect to having Ds and Fs -- students feel they are failures. She shared parent concerns regarding the Dual Immersion program. Students that have been in the program for a while are now failing because they don't comprehend the language in some classes, usually Math. She commented that there needs to be conversations around what can be done to help those students that are failing so that they can remain in the program and be successful. Mrs. Rodgers shared a student expressed to her that districts should include a mandatory mental health class where students could learn and understand about depression, anxiety, eating disorders and other mental disorders and learn coping skills and ways to get help.

Member Tillman spoke on Job Corps in San Bernardino, who provide a no-cost education and career technical training program for people ages 16 to 24 and also assist with job placement. He said that very few students from San Bernardino attend this program and we need to get the word out to our students and community. Mr. Tillman also gave kudos to those that participated in the Black Honor Roll event and said the District needs to recognize all student groups at events like this as it encourages their siblings and younger children who see them receiving recognition for their success. He thanked the parents and Charles Brown, director of ETSA, for their efforts to make the event happen.

Member Wyatt asked for an update on the CAPS waiting list.

#### 8.7 Comments by Superintendent and Staff Members

Dr. Marsden reported that he attended George Brown Elementary School's graduation ceremony for nine students that participated in the Open Airways program, a four-week school-based asthma management program that gives students the knowledge to better manage their asthma symptoms so they can excel in school and life; the program is sponsored by the American Lung Association. He also attended the California Middle Grades Alliance annual luncheon where Golden Valley Middle School was recognized as a California Department of Education School to Watch; the third time in District history that a middle school has received this designation. Dr. Marsden spoke about the recent screening of the movie Paper Tigers saying that he believed watching this movie will be a springboard for the District and community to take action to build environments that will help students thrive. He thanked the panelists involved, Andre Bossieux, Lesford Duncan, Dr. Ariane Marie-Mitchell, and Dr. Ron Powell, for their participation and support. He congratulated Chief Paulino for receiving the Respect for Law 2018 Officer of the Year Award, presented by the Optimist International Club of Los Angeles. Dr. Marsden asked the Board for consensus to move the May 15 board meeting to May 22 due to the anticipated availability of the Governor's May Revise budget; the Board gave consensus.

### SESSION NINE

#### 9.0 Consent Calendar

Items pulled for discussion: 9.4, 9.10, 9.11

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:

#### 9.1 Approval of Minutes

BE IT RESOLVED that the Minutes of the Board of Education Meetings held on January 23 and January 30, 2018 be approved as presented.

#### 9.2 Amendment No. 1 to the Agreement with Dr. Gary Yee, Oakland, CA, to Provide Consultant Services to the Board of Education and the Superintendent

BE IT RESOLVED that the Board of Education approves amending the agreement with Dr. Gary Yee, Oakland, CA, approved on September 19, 2017 Agenda No. 11.2. The agreement is being amended to increase the contract amount by \$10,000.00 to continue to review ongoing formal and informal evaluation protocols in closed session and facilitate review of existing Board procedures and policies, increasing the contract amount from \$16,000.00 to a not to exceed amount of \$26,000.00, and to extend the term of the agreement from March 31, 2018 to June 30, 2018. The additional cost will be paid from the Unrestricted General Fund – Administrative Services, Account No. 041. 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.

9.3 Acceptance of Gifts and Donations to the District

BE IT RESOLVED that the Board of Education acknowledges receipt of the following gifts or donations:

SITE	DONOR	DONATION AND PURPOSE	AMOUNT	VALUE
Kimbark Elementary School	Kimbark PTO, San Bernardino, CA	To support field trips	\$200.00	
Roosevelt Elementary School	Box Tops for Education, Highland Park, MI	To support incentives for leadership and citizenship	\$123.00	
Community Day School	Walmart, Bentonville, AR	To support incentives for students	\$500.00	
North Park Elementary School	HOPE Worldwide, ltd Rancho Cucamonga, CA	To support the site beautification project	\$1,000.00	
North Park Elementary School	Target, San Bernardino, CA	Target card to support the student math and gingerbread house competition		\$150.00
Accountability and Educational Technology	California Emerging Technology Fund, San Francisco, CA	To support the 1:1 Middle School implementation at Arrowview, Curtis, Del Vallejo, Golden Valley, Serrano middle schools	\$50,000.00	
Arroyo Valley High School	Allgoods, LLC., Arlington, TX	To support the boys basketball expenses	\$144.00	

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

9.5 Cafeteria Warrant Register, January 1 – January 31, 2018

BE IT RESOLVED that the Cafeteria Warrant Register, January 1 - 31, 2018, be ratified and/or approved.

9.6 Commercial Warrant Registers for Period January 1 - 15 and January 16 - 31, 2018

BE IT RESOLVED that the Commercial Warrant Registers for period January 1 - 15 and January 16 - 31, 2018, be ratified and/or approved.

9.7 Ratification of Approved Change Orders from January 1 – 31, 2018

BE IT RESOLVED that the Board of Education approves ratifying the District approved change orders from January 1 – January 31, 2018 for the District construction projects.

Bid No. F17-03, Athletic Complex Upgrades at Pacific and San Bernardino HS

Bid No. 14/15-3, Piggyback of Chula Vista Elementary School District Award to Silver Creek Industries, Inc. to Provide and Install DSA-Approved Portable Buildings

9.8 Request to Piggyback, Bid No. 14/15-0909, Furniture: Systems and Stand-Alone, Awarded to Virco Inc. by San Bernardino County Superintendent of Schools

BE IT RESOLVED that the Board of Education approves the Piggyback of Bid No. 14/15-0909, Furniture: Systems and Stand-Alone, awarded to Virco Inc., Torrance, CA, by San Bernardino County Superintendent of Schools, for the purchase of classroom and office furniture and accessories on an as-required basis by District school sites and departments. As a local governmental body, the District has the option of piggybacking on this contract. Prices are comparable to those that the District would receive if it were to issue its own bid. The estimated yearly cost is \$200,000.00. The cost will be paid by various sites and departments on an as- required basis.

BE IT ALSO RESOLVED that the District reserves the right to purchase on an as-needed basis throughout the term of the contract, and any extension thereafter not to exceed three (3) years total.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign agreements associated with this contract.

9.9 Request to Piggyback, Bid No. 2017/2018-1FA, Furniture & Equipment #2, Awarded to Multiple Vendors by Irvine Unified School District

BE IT RESOLVED that the Board of Education approves the Piggyback of Bid No. 2017/2018- 1FA, Furniture & Equipment #2, awarded to Concepts School & Office Furnishings, Temecula, CA; Culver-Newlin, Corona, CA; G/M Business Interiors, Riverside, CA; Hamel School Outfitters, Murrieta, CA; and McDowell-Craig Office Systems, Inc.; Norwalk, CA, by Irvine Unified School District, for the purchase of classroom and office furniture, equipment and accessories on an as-required basis by District school sites and departments. As a local governmental body, the District has the option of piggybacking on this contract. Prices are comparable to those that the District would receive if it were to issue its own bid. The estimated yearly cost is \$500,000.00. The cost will be paid by various sites and departments on an as- required basis.

BE IT ALSO RESOLVED that the District reserves the right to purchase on an as-needed basis throughout the term of the contract, and any extension thereafter not to exceed three (3) years total.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign agreements associated with this contract.

9.12 Extended Field Trip, Pacific High School, ACTIVE Youth Conference 2018, Idyllwild, CA

BE IT RESOLVED that the Board of Education approves the extended field trip for 8 Pacific High School students, 1 District employee and 1 chaperone, to attend the ACTIVE Youth Conference 2018, Idyllwild, CA, from March 16 - 18, 2018. This camp is an annual leadership- building event designed to encourage leadership and team oriented skills. The Bio Med Club and program will be attending to help build necessary skills in order to work within

their community, as well as lead other youth teams to be stronger speakers, motivators, and mentors. The cost of the trip, not to exceed \$1,210.00, including meals and lodging, will be paid by the Riverside County Friday Night Live Program and from Pacific High School ASB Account. Transportation provided by Riverside County Public Health Department (Friday Night Live) 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.

9.13 Extended Field Trip, Secondary Education, California Conference on American Indian Education, Los Angeles, CA

BE IT RESOLVED that the Board of Education approves the extended field trip for 4 students and 1 District employee, to attend the California Conference on American Indian Education in Los Angeles, CA, from March 18 - 20, 2018. This trip provides workshops geared towards preparing students for college, study tips, how to track graduation requirements, and will also provide the opportunity to meet and collaborate with other Native American students. The cost of the trip, not to exceed \$1,700.00, including meals and lodging, will be paid by the Secondary Education Account No. 505. Transportation provided by private vehicle 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.

9.14 Facilities Use Agreement with Theatrical Arts International, Inc., San Bernardino, CA, for the Use of the California Theatre of the Performing Arts for the District's Biliiteracy Ceremony

BE IT RESOLVED that the Board of Education approves entering into a facilities use agreement with Theatrical Arts International, Inc., San Bernardino, CA, for the use of the California Theatre of the Performing Arts for the District's Biliiteracy Ceremony for approximately 50 students, teachers, parents, and guests, effective May 11-12, 2018. The cost, not to exceed \$3,625.00 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.

9.15 Payment for Course of Study Activity - Educational Services

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

Riley College Prep Academy requests Board of Education approval to utilize the Aquarium of the Pacific, Long Beach, CA, for an Aquarium on Wheels, Pacific Journey's assembly for 93 fifth grade students on March 13, 2018. This assembly will be an educational science experience and offers students hands-on experience with aquatic animals in this interactive exhibit and to learn about marine biology, habitats, and more. The total cost, not to exceed \$925.00, will be paid from Riley College Prep Academy Account No. 205.

9.16 Ratification of Extended Field Trip, Indian Springs High School, USA Spirit Nationals, Anaheim, CA

BE IT RESOLVED that the Board of Education approves the ratification of the extended field trip for 17 Indian Springs High School students, 1 District employee, and 2 chaperones, to

attend the USA Spirit Nationals in Anaheim, CA, from February 23 - 25, 2018. This is an athletic event. The cheerleading competitive squad qualified to compete for the National title. The cost of the trip, not to exceed \$10,000.00, including meals and lodging, will be paid from Indian Springs High School ASB Account. Transportation provided by Durham School Services, not to exceed \$950.00, will be paid from Indian Springs High School Account No. 202. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office.

9.17 Agreement with Dr. Paul Grodan, Beverly Hills, CA, to Provide Consultation on Fitness for Duty Evaluations

BE IT RESOLVED that the Board of Education approves entering into an agreement with Dr. Paul Grodan, Beverly Hills, CA, to provide consultation for fitness for duty evaluations for District employees, effective March 7 – June 30, 2018. The cost, not to exceed \$3,000.00 will be paid from the Unrestricted General Fund – Human Resources – Certificated Personnel, Account No. 070.

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

9.18 Extended Field Trip, Cajon High School, Youth for Unity Leadership Camp, Running Springs, CA

BE IT RESOLVED that the Board of Education approves the extended field trip for 40 Cajon High School students and 4 District employees to attend the Youth for Unity Leadership Camp at the Pali Retreat, Running Springs, CA, from March 16 -18, 2018. This trip allows for students to grow in the area of human relations and social justice by providing a camp experience where peers have opportunities to better understand who they are, who others are, and how they can use their spheres of influence to make a positive impact on their environment. The cost of the trip, not to exceed \$830.35, including meals, lodging, and transportation provided by Student Transportation Inc., will be paid from the San Bernardino County Superintendent of Schools. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office.

9.19 Facilities Use Agreement with Hilton Garden Inn, San Bernardino, CA, for a Team Building Meeting for the Employee Development Staff

BE IT RESOLVED that the Board of Education approves entering into a facilities use agreement with Hilton Garden Inn, San Bernardino, CA, for a team building meeting for 25 Employee Development staff, effective March 9, 2018. The Hilton Garden Inn will provide a meeting room, audio visual services, and catering for breakfast and lunch. The cost, not to exceed \$2,454.67 will be paid from the Unrestricted General Fund – Human Resources Certificated Personnel, Account No. 070.

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

9.20 Payment of Master Teachers – University of Redlands

BE IT RESOLVED that the District is in receipt of check number 0092815 from University of Redlands in the amount of \$200.00. The District has an agreement with the University of Redlands to allow University students to do Educational Field Work in the District, under assigned master teachers, for which the District is paid an honorarium. The District wishes to pay this honorarium to the master teachers.

BE IT FURTHER RESOLVED that the Board of Education approves payment for services as a master teacher as provided for in the agreement with the University of Redlands, as follows:

Venditti, Debbie            \$200.00

9.21 Ratification of Extended Field Trip, Cajon High School, CIF Boys State Wrestling Championships, Bakersfield, CA

BE IT RESOLVED that the Board of Education approves the ratification of the extended field trip for 4 Cajon High School students and 3 District employees, to attend the CIF Boys State Wrestling Championships, Bakersfield, CA, from March 1 - 4, 2018. This trip is a sanctioned event. Student athletes that compete at the highest level have been found to do better academically. The cost of the trip, not to exceed \$6,168.00, including meals and lodging, will be paid from Cajon High School ASB and Account Nos. 213 and 202. Transportation provided by America’s Xpress Rent-A-Car, not to exceed \$1,200.00, will be paid from Cajon High School Account No. 202. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office.

9.22 Ratification of Extended Field Trip, Cajon High School, CIF Girls State Wrestling Championships, Visalia, CA

BE IT RESOLVED that the Board of Education approves the ratification of the extended field trip for 6 Cajon High School students, 1 District employee and 3 chaperones, to attend the CIF Girls State Wrestling Championships, Visalia, CA, from February 22 - 25, 2018. This trip is a sanctioned event. Student athletes that compete at the highest level have been found to do better academically. The cost of the trip, not to exceed \$3,700.00, including meals and lodging, will be paid from Cajon High School ASB and Account Nos. 202 and 213. Transportation provided by America’s Xpress Rent-A-Car, not to exceed \$800.00, will be paid from Cajon High School Account No. 202. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office.

9.23 Ratification of Extended Field Trip, Cajon High School, CIF State Football Championship Bowl Games, Sacramento, CA

BE IT RESOLVED that the Board of Education approves the ratification of the extended field trip for 140 Cajon High School students, 22 District employees, and 1 chaperone to attend the CIF State Football Championship Bowl Games in Sacramento, CA, from December 15 - 16, 2017. Students competed for the State finals. Student athletes that compete at the highest level have been found to do better academically. The cost of the trip, not to exceed \$69,283.00, including meals, lodging, and transportation provided by Southwest Airlines, Inland Empire Transportation and All West Coachlines, will be paid from the Deputy Superintendent’s 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.

9.24 Ratification of Extended Field Trip, Cajon High School, CIF State Masters Wrestling Championships, Temecula, CA

BE IT RESOLVED that the Board of Education approves the ratification of the extended field trip for 12 Cajon High School students and 3 District employees, to attend the CIF State Masters Wrestling Championships, Temecula, CA, from February 21 - 23, 2018. This trip is a sanctioned event. Student athletes that compete at the highest level have been found to do better academically. The cost of the trip, not to exceed \$6,168.00, including meals and lodging, will be paid from Cajon High School ASB and Account Nos. 213 and 202. Transportation provided by America's Xpress Rent-A-Car, not to exceed 1,200.00, will be paid from Cajon High School Account No. 202. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office.

9.25 Ratification of the Agreement with San Bernardino County Superintendent of Schools, San Bernardino, CA, for Administrative Coaching

BE IT RESOLVED that the Board of Education approves ratification of the agreement with San Bernardino County Superintendent of Schools (SBCSS), San Bernardino, CA, for administrative coaching, effective September 1, 2017 – June 30, 2018. SBCSS will provide to school administrator dedicated one-to-one coaching with a certificated leadership coach, three to six (3-6) hours of coaching monthly at the administrator's school site, and two (2) months of ongoing telephone and email support from the leadership coach. The cost, not to exceed \$3,850.00, will be paid from the Unrestricted Fund – INAP Elementary, Account No. 205.

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

9.26 Amendment No. 1 to the Agreement with Maxim Staffing Solutions, Glendale, CA, to Provide Health Care Providers for Special Education Students with Special Needs

BE IT RESOLVED that the Board of Education approves amending the agreement with Maxim Staffing Solutions, Glendale, CA, approved on July 18, 2017 Agenda No. 7.50. The agreement is being amended to increase the contract amount by \$120,000.00 to continue to provide LVN services to students with multiple disabilities, increasing the contract amount from \$115,520.00 to a not to exceed amount of \$235,520.00 annually. The additional cost will be paid from the Restricted General Fund – Special Education-Central, Account No. 827. 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.

9.27 Extended Field Trip, Arroyo Valley High School, JROTC Cadet Leadership Challenge Camp, Fort Irwin, CA

BE IT RESOLVED that the Board of Education approves the extended field trip for 40 JROTC students, 4 District employees and 1 chaperone, to attend the JROTC Cadet Leadership Challenge Camp in Fort Irwin, CA, from March 16 - 20, 2018. Students will be given training in leadership, discipline, physical fitness, land navigation, First Aid/CPR, and

basic drill training in an outdoor environment. This camp is sponsored by the U.S. Army Cadet Command Headquarters and will involve linked-learning activities. The cost of the trip, not to exceed \$2,300.00, including meals and lodging, will be paid by the U.S. Government. Transportation provided by charter bus, not to exceed \$1,900.00, will be paid by the U.S. Government. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office.

9.28 Extended Field Trip, North Verdemont Elementary School, California State University - Fullerton and San Clemente State Beach

BE IT RESOLVED that the Board of Education approves the extended field trip for 83 North Verdemont fifth grade students, 7 District employees and 2 chaperones, to attend an outdoor educational program at California State University - Fullerton campus, Fullerton, CA and the San Clemente State Beach campgrounds, San Clemente, CA, from May 17 - 18, 2018. The instructional program planned meets the California State Science Framework requirements and lessons will take place on site in ecosystems, botany, and general environmental studies. Students will have pre/post trip lessons. The cost of the trip, not to exceed \$5,000.00, including meals and lodging, will be paid from North Verdemont Elementary School ASB and Magnet Program Account No. 612. Transportation provided by Durham School Services, not to exceed

\$2,300.00, will be paid from North Verdemont Elementary School Magnet Program 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.

9.29 Extended Field Trip, North Verdemont Elementary School, Desert Discovery Center, Barstow, CA, Calico Ghost Town, Yermo, CA

BE IT RESOLVED that the Board of Education approves the extended field trip for 102 North Verdemont Elementary School fourth grade students, 5 District employees and 6 chaperones, to attend an outdoor educational program at Desert Discovery Center, Barstow, CA, Calico Ghost Town, Yermo, CA and overnight camp at North Verdemont Elementary School, from May 24 - 25, 2018. The instructional program planned meets the California State Science Framework requirements and lessons will take place on site in Earth Science and general environmental studies. Students will have pre/post trip lessons at both locations. An overnight tent-camp on campus is scheduled upon return in which activities are planned with the curriculum. The cost of the trip, not to exceed \$5,000.00, including meals and lodging, will be paid from North Verdemont Elementary School ASB and Magnet Program Account No. 612. Transportation provided by Durham School Services not to exceed \$1,300.00, will be paid from North Verdemont Elementary School Magnet Program 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.

9.30 Facilities Use Agreement and Extended Field Trip, North Verdemont Elementary School, Arrowhead Ranch Outdoor Science School, Lake Arrowhead, CA

BE IT RESOLVED that the Board of Education approves the use of facilities and extended field trip for 80 North Verdemont Elementary School sixth grade students and 8 District employees, to attend the Arrowhead Ranch Outdoor Science School, Lake Arrowhead, CA, from May 7 -11, 2018. The course of study includes: geology, astronomy, cycles, sensory

studies, ecosystem, botany, and general environmental studies. The cost of the trip, not to exceed \$23,300.00, including meals and lodging, will be paid from North Verdemont Elementary School ASB and Magnet Program Account No. 612 and Account No. 419. Transportation provided by Durham School Services not to exceed \$1,700.00, will be paid from North Verdemont Elementary School Magnet Program 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.

9.31 Facilities Use Agreement with California State University, San Bernardino, CA, for Use of the Coussoulis Arena for Arroyo Valley High School's Graduation Ceremony

BE IT RESOLVED that the Board of Education approves entering into a facilities use agreement with California State University, San Bernardino, CA, for use of the Coussoulis Arena for Arroyo Valley High School's graduation ceremony for approximately 1,650 students, teachers, administrators and guests, effective June 9, 2018. The total cost, not to exceed \$17,754.00, will be paid from the Unrestricted General Fund – INAP High Schools, Account No. 203.

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

9.32 Memorandum of Understanding with K to College, Oakland, CA, to Provide School Supplies, Dental Kits, Hygiene Kits, and Other Materials to Students Identified as Homeless

BE IT RESOLVED that the Board of Education approves entering into a memorandum of understanding with K to College, Oakland, CA, to provide as many District students as possible identified as homeless or otherwise enrolled in the Free or Reduced Price Meal Program with school supplies, dental kits, hygiene kits, and other materials, effective March 27, 2018 – June 30, 2022. 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.

9.33 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 utilize the Aquarium of the Pacific, Long Beach, CA, for an Aquarium on Wheels assembly to 120, Kindergarten - fifth grade CAPS students on March 22, 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 to learn about marine biology, habitats, and more. The total cost, not to exceed \$925.00, will be paid from Manuel A. Salinas Elementary School Account No. 459.

9.34 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:

\* 03/08/2003 \*\***(S)** 11/10/2000 \*\***(S)** 09/19/2003 \*\* 01/19/2004  
\*\***(S)** 01/25/2005

\*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.

9.35 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:

12/10/2002      12/03/2004      09/18/2003      09/19/2003      02/13/2002      04/12/2004  
12/20/2003      04/02/2003

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.

9.36 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:

<b>10/11/2003</b>	<b>01/10/2003</b>	<b>08/26/2000</b>	<b>06/11/2001</b>	<b>05/11/2000</b>	<b>12/11/2001</b>
<b>12/30/2003</b>	<b>12/28/1999</b>	<b>11/21/2003</b>	<b>03/15/2001</b>	<b>05/28/2002</b>	<b>07/06/2001</b>
<b>02/28/2004</b>	<b>02/28/2004</b>	<b>12/06/2000</b>	<b>09/23/2001</b>		

9.37 Lift of Expulsion of Student(s)

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

**05/07/2001**

9.38 Petition to Expunge, Rescind, or Modify Youth Court or Expulsion

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

**06/22/2005    09/21/1999**

Education Code 48917, Section (e) states: upon satisfactory completion of the rehabilitation assignment of a pupil, the governing board shall reinstate the pupil in a school of the district and may also order the expungement of any or all records of the expulsion proceedings.

Education Code 48213 states: that a student can be excluded from attendance pursuant to Section 120230 of the Health and Safety Code or Section 49451 of this code if a principal or his designee determines that the continued presence of the child would constitute a clear and present danger to the life, safety, and health of a pupil or school personnel. The governing board is not required to send prior notice of the exclusion to the parent or guardian of the pupil. The governing board shall send a notice of the exclusion as soon as is reasonably possible after the exclusion.

Items pulled for discussion:

9.4 Agreement with American Productivity and Quality Center, Inc., Houston, TX, to Provide On-Site Facilitation and Process and Performance Management Workshops and Remote Coaching

President Medina asked for clarification regarding the workshops and Mrs. Christakos said this was for APQC to look at Business Services' processes and provide facilitation.

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 entering into an agreement with American Productivity and Quality Center, Inc., Houston, TX, to provide two (2) three-day workshops to include instruction in Process and Performance Management (PPM) and project facilitation in the areas of transportation services, facility housekeeping, work plant orders and remote coaching, effective April 4, 2018 – June 30, 2019. The cost, not to exceed \$45,000.00, including travel expenses, will be paid from the Unrestricted General Fund – Business Services Division, Account No. 068.

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

9.10 Resolution to Approve Request for Proposals for Pre-Construction and Lease-Leaseback Services for Various Facilities Planning and Development Construction Projects

Member Flores and Tillman asked for clarification regarding the lease-leaseback. Tom Pace, Facilities director, explained the services.

Upon motion by Member Flores, 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 San Bernardino City Unified School District (“District”) plans to construct various projects throughout the District using the lease-leaseback construction delivery method whereby the District will lease sites that the District owns, to contractors who will construct improvements thereon and lease the project and the underlying site back to the District;

WHEREAS, Education Code section 17406 authorizes the governing board of a school district to let to any person, firm or corporation any real property belonging to the District if the instrument by which the property is let requires the lessee therein to construct on the demised premises, or provide for the construction thereon of, a building or buildings for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of that term;

WHEREAS, any lease-leaseback contract pursuant to Education Code section 17406 shall be

based on a competitive solicitation process and awarded to the proposer providing the “best value” (as defined in Education Code section 17400), taking into consideration the proposer’s demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required;

WHEREAS, Education Code section 17406(a)(2) requires the District’s Board of Education (“Board”) to adopt and publish required procedures and guidelines for evaluating qualification or proposers to ensure the best value selections by the District are conducted in a fair and impartial manner;

WHEREAS, in order to ensure that moneys sufficient to pay all costs will be available for a project, the District will appropriate funds for any lease-leaseback project from the current fiscal year the lease-leaseback contract is awarded;

WHEREAS, in order to construct a project using the lease-leaseback delivery method, it is necessary that the District enter into a site lease in which the site will be leased to a contractor, and a sublease which provides for the sublease of the site and the lease of the project by the contractor to the District, and that certain other action be taken and authorized;

WHEREAS, the sublease will include construction provisions with which contractor shall comply with respect to construction of a project (“Construction Services Agreement”);

WHEREAS, the Board has been presented with the form of each document referred to herein relating to the transaction contemplated hereby and the Board has examined and approved each document as to form and desires to authorize and direct evaluation of proposals in accordance with Education Code section 17406; and

WHEREAS, the District desires by a majority of the vote of the Board and pursuant to Education Code section 17604 and similar statutes, to delegate authority to the District’s Superintendent to evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the attached Request for Proposals, to assign a best value score to each proposal, and once the evaluation process is complete, to rank all responsive proposals from the highest best value to the lowest best value to the District, and to otherwise carry out the intent of this Resolution.

BE IT RESOLVED that the Board of Education hereby resolves, determines and orders as follows:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Request for Proposals. The form of the Request for Proposal to be issued to proposers meeting the requirements set forth in Education Code section 17406 and attached hereto as Exhibit “A” is hereby approved and adopted by the Board.

Section 3. Site Lease and Sublease. The form of agreements entitled “Site Lease,” “Sublease” and “Construction Services Agreement,” each attached to the Request for Proposals and

presented during this meeting and each to be entered into by and between the District and the proposer providing the best value to the District, are hereby approved and adopted subject to any revisions which are acceptable to both District's Superintendent and District's legal counsel.

Section 4. Approval of Process. The Governing Board hereby approves the lease-leaseback process and the competitive solicitation process as set forth herein and the documents attached hereto as Exhibit "A."

Section 5. Other Acts; Delegation. The District's Board hereby approves a delegation of authority and appoints its Superintendent, or the designee of the Superintendent, who is/are hereby authorized and directed, to evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the attached Request for Proposals, to assign a best value score to each proposal, and once the evaluation process is complete, to rank all responsive proposals from the highest best value to the lowest best value to the District, and to otherwise carry out the intent of this Resolution, all subject to ratification of the Board of Education. Said delegation shall be valid until otherwise rescinded by the Board.

Section 6. Effective Date. This Resolution shall take effect upon adoption.

9.11 Amendment No. 2 to the Agreement with Parent's Academy for Our Children's Success, Fontana, CA, to Provide Interpretation and Translation Services

President Medina asked for clarification.

Upon motion by Member Flores, 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 amending the agreement with Parent's Academy for Our Children's Success (PACS), Fontana, CA, approved on September 5, 2017 Agenda No. 11.16. The agreement is being amended to increase the contract amount by \$44,000.00 for additional interpretation and translation services, increasing the contract amount from \$80,000.00 to a not to exceed amount of \$124,000.00. 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.

## SESSION TEN

### 10.0 *Action Items*

#### 10.1 Personnel Report #15, Dated March 6, 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 #15, dated March 6, 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.

10.2 Approval of Amendments to Board Policy 5113.1 Students (Second Reading)

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:

San Bernardino City USD  
Board Policy  
*Chronic Absence and Truancy*

BP 5113.1  
Students

*The Governing Board believes that absenteeism, whatever the cause, may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The Board desires to ensure that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities provided by the district.*

*(cf. 5113 - Absences and Excuses)  
(cf. 5113.11 - Attendance Supervision)*

*The Superintendent or designee shall establish a system to accurately track student attendance in order to identify individual students who are chronic absentees and truants, as defined in law and administrative regulation, and to identify patterns of absence throughout the district. He/she shall provide the Board with data on school attendance, chronic absence, and truancy rates districtwide, for each school, and disaggregated for each numerically significant student subgroup as defined in Education Code 52052. Such data shall be used in the development of annual goals and specific actions for student attendance and engagement to be included in the district's local control and accountability plan and other applicable school and district plans.*

*(cf. 0400 - Comprehensive Plans)  
(cf. 0420 - School Plans/Site  
Councils) (cf. 0450 - Comprehensive  
Safety Plan)  
(cf. 0460 - Local Control and Accountability  
Plan) (cf. 0500 - Accountability)*

*The Superintendent or designee shall develop strategies that focus on prevention of attendance problems, which may include, but are not limited to, efforts to provide a safe and positive*

*school environment, relevant and engaging learning experiences, school activities that help develop students' feelings of connectedness with the school, school-based health services, and incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance. The Superintendent or designee also shall develop strategies that enable early outreach to students as soon as they show signs of poor attendance.*

*(cf. 0410 - Nondiscrimination in District Programs and Activities) (cf. 5126 - Awards for Achievement)  
(cf. 5131 - Conduct) (cf. 5131.2 - Bullying)  
(cf. 5137 - Positive School Climate) (cf. 5141.6 - School Health Services)  
(cf. 5145.3 - Nondiscrimination/Harassment)*

*The Superintendent or designee shall consult with students, parents/guardians, school staff, and community agencies, as appropriate, to identify factors contributing to chronic absence and truancy.*

*Interventions for students with serious attendance problems shall be designed to meet the specific needs of the student and may include, but are not limited to, health care referrals, transportation assistance, counseling for mental or emotional difficulties, academic supports, efforts to address school or community safety concerns, discussions with the student and parent/guardian about their attitudes regarding schooling, or other strategies to remove identified barriers to school attendance. The Superintendent or designee may collaborate with child welfare services, law enforcement, courts, public health care agencies, other government agencies, and/or medical, mental health, and oral health care providers to make alternative educational programs and support services available for students and families.*

*(cf. 1020 - Youth Services)  
(cf. 5030 - Student Wellness)  
(cf. 5146 - Married/Pregnant/Parenting Students) (cf. 5147 - Dropout Prevention)  
(cf. 6158 - Independent Study)  
(cf. 6164.2 - Guidance/Counseling Services) (cf. 6164.5 - Student Success Teams)  
(cf. 6173 - Education for Homeless Children) (cf. 6173.1 - Education for Foster Youth)  
(cf. 6173.2 - Education of Children of Military Families) (cf. 6175 - Migrant Education Program)*

*(cf. 6179 - Supplemental Instruction)  
(cf. 6181 - Alternative Schools/Programs of  
Choice) (cf. 6183 - Home and Hospital  
Instruction)  
(cf. 6184 - Continuation  
Education) (cf. 6185 -  
Community Day School)*

*Students who are identified as truant shall be subject to the interventions specified in law and administrative regulation.*

*(cf. 5113.12 - District School Attendance Review Board)*

*A student's truancy, tardiness, or other absence from school shall not be the basis for his/her suspension or expulsion. Alternative strategies and positive reinforcement for attendance shall be used whenever possible.*

*(cf. 5144 - Discipline)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*The Superintendent or designee shall quarterly report to the Board regarding the district's progress in improving student attendance rates for all students and for each numerically significant student population. Such information shall be used to evaluate the effectiveness of strategies implemented to reduce chronic absence and truancy and to make changes as needed. As appropriate, the Superintendent or designee shall engage school staff in program evaluation and improvement and in the determination of how to best allocate available community resources.*

*Legal Reference:*

*EDUCATION*

*CODE*

*1740-1742 Employment of personnel to supervise attendance (county superintendent) 37223 Weekend classes*

*46000 Records (attendance)*

*46010-46014 Absences*

*46110-46119 Attendance in kindergarten and elementary schools 46140-46147 Attendance in junior high and high schools*

*48200-48208 Children ages 6-18 (compulsory full-time attendance)*

*48225.5 Work permits, entertainment and allied industries*

*48240-48246 Supervisors of attendance 48260-48273 Truants*

*48290-48297 Failure to comply; complaints against*

*parents 48320-48325 School attendance review boards*

*48340-48341 Improvement of student*

*attendance 48400-48403 Compulsory*

*continuation education 48900 Suspension and*

*expulsion*

*49067 Unexcused absences as cause of failing grade*

*52052 Academic Performance Index; numerically significant student*

*subgroups 60901 Chronic absence*

GOVERNMENT CODE

*54950-54963 The Ralph M. Brown*

Act PENAL CODE

*270.1 Chronic truancy; parent/guardian misdemeanor*

*272 Parent/guardian duty to supervise and control minor child; criminal liability for truancy*

*830.1 Peace officers*

VEHICLE CODE

*13202.7 Driving privileges; minors; suspension or delay for habitual truancy*

WELFARE AND INSTITUTIONS CODE

*256-258 Juvenile hearing officer*

*601-601.4 Habitually truant*

*minors*

*11253.5 Compulsory school attendance*

CODE OF REGULATIONS, TITLE 5

*306 Explanation of absence*

*420-421 Record of verification of absence due to illness and other causes*

COURT DECISIONS

*L.A. v. Superior Court of San Diego County, (2012) 209 Cal.App.4th 976*

*Management Resources:*

CSBA PUBLICATIONS

*Attendance Awareness Month, Fact Sheet, September 2014*

ATTENDANCE WORKS PUBLICATIONS

*Count Us In! Working Together to Show that Every School Day Matters, 2014*

*The Power of Positive Connections: Reducing Chronic Absence Through PEOPLE: Priority*

*Early Outreach for Positive Linkages and Engagement, 2014*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*School Attendance Review Board Handbook: A Road Map for Improved School Attendance and Behavior, 2015*

*School Attendance Improvement Handbook,*

2000 WEB SITES

*CSBA: <http://www.csba.org>*

*Attendance Works: <http://www.attendanceworks.org>*

*California Association of Supervisors of Child Welfare and Attendance: <http://www.cascwa.org>*

*California Department of Education: <http://www.cde.ca.gov>*

*California Healthy Kids Survey: <http://chks.wested.org>*

*California School Climate, Health, and Learning Survey System: <http://cal-schls.wested.org>*

BE IT RESOLVED that the Board of Education adopts the amendments to Board Policy 5113.1, Students, Chronic Absence and Truancy.

### 10.3 Approval of New Board Policy 5113.12 Students (Second Reading)

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:

San Bernardino City  
USD Board Policy  
District School Attendance Review Board

BP 5113.12  
Students

The Governing Board recognizes that poor school attendance and behavior problems negatively impact student achievement and put students at greater risk of dropping out of school. The Superintendent or designee shall establish a comprehensive and integrated system for the early identification of attendance problems and shall implement strategies to encourage students' attendance. After other interventions have been exhausted, students with a pattern of unexcused absences may be referred to a school attendance review board (SARB), in accordance with applicable law, in order to receive intensive guidance and assistance.

*(cf. 5113 - Absences and Excuses)*  
*(cf. 5113.1 - Chronic Absence and Truancy)* *(cf. 5113.11 - Attendance Supervision)*  
*(cf. 5147 - Dropout Prevention)*

The SARB shall maintain a continuing inventory of community resources, including alternative educational programs.

The Superintendent or designee shall collaborate with the SARB and appropriate community agencies, including, but not limited to, law enforcement agencies, child welfare agencies, and health services, to provide school-based and/or community-based interventions tailored to the specific needs of the student.

*(cf. 1020 - Youth Services)*  
*(cf. 5030 - Student Wellness)*  
*(cf. 5126 - Awards for Achievement)* *(cf. 5131 - Conduct)*  
*(cf. 5131.2 - Bullying)*  
*(cf. 5137 - Positive School Climate)* *(cf. 5141.6 - School Health Services)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5146 - Married/Pregnant/Parenting Students) (cf. 6158 - Independent Study) (cf. 6164.2 - Guidance/Counseling Services) (cf. 6164.5 - Student Success Teams) (cf. 6173 - Education for Homeless Children) (cf. 6173.1 - Education for Foster Youth) (cf. 6173.2 - Education of Children of Military Families) (cf. 6175 - Migrant Education Program) (cf. 6179 - Supplemental Instruction) (cf. 6181 - Alternative Schools/Programs of Choice) (cf. 6183 - Home and Hospital Instruction) (cf. 6184 - Continuation Education) (cf. 6185 - Community Day School)*

The Board shall appoint members to the district's SARB, who may include a parent/guardian as well as representatives of various agencies including, but not limited to, school districts; the county probation department; the county welfare department; the County Superintendent of Schools; law enforcement agencies; community-based youth service centers; school guidance personnel; child welfare and attendance personnel; school or county health care personnel; school, county, or community mental health personnel; the county district attorney's office; and the county public defender's office. (Education Code 48321)

The district's SARB shall provide support to improve student attendance and behavior through proactive efforts focused on building positive school environments and improved school connectedness, early identification and immediate intervention to re-engage students with poor attendance or behavior, and intensive intervention with students and families to address severe or persistent attendance or behavior issues.

The district's SARB shall operate in accordance with Education Code 48320-48325, the Brown Act (Government Code 54950-54963), and the bylaws of the SARB.

The SARB shall collect data and annually report outcomes on SARB referrals to the Governing Board, Superintendent or designee, and County Superintendent of Schools. (Education Code 48273)

Legal Reference:

EDUCATION  
CODE

1740 Employment of personnel to supervise attendance (county superintendent) 1980-1986

County community school

46010-46014 Absences

48200-48208 Children ages 6-18 (compulsory full-time attendance) 48240-48246 Supervisors

of attendance  
48260-48273 Truants  
48290-48297 Failure to comply; complaints against parents 48320-48325 School attendance review boards  
48340-48341 Improvement of student attendance 48400-48403 Compulsory continuation education 48660-48666 Community day school  
49067 Unexcused absences as cause of failing grade  
CODE OF CIVIL PROCEDURE  
1985-1997 Production of evidence; means of production  
GOVERNMENT CODE  
54950-54963 The Ralph M. Brown Act  
PENAL CODE  
270.1 Chronic truancy; parent/guardian misdemeanor  
272 Parent/guardian duty to supervise and control minor child; criminal liability for truancy  
830.1 Peace officers  
VEHICLE CODE  
13202.7 Driving privileges; minors; suspension or delay for habitual truancy  
WELFARE AND INSTITUTIONS CODE  
256-258 Juvenile hearing officer 601-601.4 Habitually truant minors  
11253.5 Compulsory school attendance  
CODE OF REGULATIONS, TITLE 5  
306 Explanation of absence  
420-421 Record of verification of absence due to illness and other causes  
COURT DECISIONS  
L.A. v. Superior Court of San Diego County, (2012) 209 Cal.App.4th 976

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS  
School Attendance Review Board Handbook: A Road Map for Improved School Attendance and Behavior, 2015

School Attendance Improvement Handbook,  
2000 WEB SITES

CSBA: <http://www.csba.org>

Attendance Works: <http://www.attendanceworks.org>

California Association of Supervisors of Child Welfare and Attendance:  
<http://www.cascwa.org> California Department of Education: <http://www.cde.ca.gov>

BE IT RESOLVED that the Board of Education adopts new Board Policy 5113.12, Students, District School Attendance Review Board.

10.4 Approval of Revised Title and Job Description for Vacant Assistant Superintendent Position

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:

BE IT RESOLVED that the Board of Education approves the revision to the vacant administrative position of Assistant Superintendent, Facilities Management, to an administrative position of Assistant Superintendent, Continuous Improvement. The selected appointee shall answer to the Superintendent on matters of Special Education/Special Education Local Plan Area (SELPA), Multi-Tiered Systems of Support (MTSS) development and oversight of Targeted Support for School Progress (TSSP) schools under the provisions of the related job description.

10.5 Approval of the Charter Extension for the Ballington Academy for the Arts and Sciences and Adoption of Resolution Effectuating that Action

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, pursuant to Education Code Section 47605 *et seq.*, the Governing Board of Trustees (“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 May 5, 2015, the Ballington Academy for the Arts and Sciences (“Ballington” or “Charter School”) was authorized and granted a charter by the District Board for a term of three years expiring on June 30, 2018; and

WHEREAS, a charter petition and supporting documentation (“Charter”) were submitted to the District requesting to extend the Charter on or about December 13, 2017, for a two-year term of July 1, 2018 through June 30, 2020; and

WHEREAS, in compliance with California Education Code Sections 47605 and 47607 and California Code of Regulations, Title 5, Section 11966.4, the District Board is required to approve or deny the request for charter renewal within sixty (60) days of receipt of the renewal 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 6, 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 extension. The District administration worked collaboratively with Ballington 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, in accordance with Education Code Section 47607(a)(3)(A), the District Board has considered increases in pupil academic achievement for all groups of pupils served by Ballington as the most important factor in determining whether to grant Ballington's extension request; and

WHEREAS, in accordance with California Code of Regulations, Title 5, Section 11966.4(b)(1), in considering Ballington's Charter the District Board considered the past performance of Ballington's academics, finances, and operation and future plans for improvement in evaluating the likelihood of future success; and

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS, that the Governing 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 that the Board of Education hereby extends Ballington Academy Charter for a two (2) year term commencing on July 1, 2018 and ending on June 30, 2020.

BE IT FURTHER RESOLVED 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 6<sup>th</sup> day of March 2018 by the Board of Education of the San Bernardino City Unified School District at the regular Board meeting.

10.6 Approval of the Operational Memorandum of Understanding By and Between San Bernardino City Unified School District and Ballington Academy for the Arts and Sciences

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:

This Memorandum of Understanding ("Agreement" or "MOU") is executed between San

Bernardino City Unified School District (“District”) and Volunteers of America, Community Education and Development Corporation (“CEDC”), a California nonprofit public benefit corporation authorized to operate Ballington Academy for the Arts and Sciences – San Bernardino (s “Ballington” or the “Charter School”).

RECITALS:

- A. San Bernardino City Unified School District is a school district existing under the laws of the State of California. CEDC is a California nonprofit public benefit corporation that operates Ballington, a public charter school existing under the laws of the State of California and under the chartering authority oversight of San Bernardino City Unified School District. Throughout this MOU, any and all references to Ballington and/or the Charter School shall apply with full force and effect to CEDC and for all purposes related to this MOU or the operations of Ballington, CEDC 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 Ballington. This Agreement is intended to outline the agreement of Ballington 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 6, 2018 and by the Board of Directors of Ballington by April 8, 2018 and shall be effective upon execution through and including June 30, 2020.
- 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. Ballington is eligible for funding through the Local Control Funding Formula (“LCFF”). Funding will be apportioned by Average Daily Attendance (ADA). The Charter School 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 Ballington is required to apply separately, such as summer school.
  - b. Special Education programs -- these funds are allocated to District as long as Ballington functions as a public school of the District for purposes of special education. Ballington 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 Ballington's special education costs.
  - c. Economic Impact Aid -- these funds are allocated separately, based on qualifying students.
  - d. Lottery funds -- Ballington 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. Ballington is eligible for Federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of Ballington's students for such funding.
  3. Ballington 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 Ballington and its students generate such entitlements. Additionally, Ballington may apply for private grants.
  4. Grants written by and obtained by Ballington will come directly to Ballington and not go through the District or be subtracted from the resources the District would otherwise have allocated to Ballington
  5. In addition to the LCFF Funding specified herein, the parties recognize the authority of Ballington 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 prior written request of and for the benefit of Ballington, which it may do in its sole discretion, the District will receive a percentage of such funds to be allocated to Ballington. 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 Ballington 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 Ballington on a per eligible student basis minus the administration fee (i.e., indirect cost fee) charged by the District.
  7. Ballington shall cooperate fully with the District in any applications made by the District on behalf of the students of Ballington.

8. Ballington agrees to comply with all applicable laws and regulations related to receipt and expenditures of such funds.
9. The District shall annually transfer to Ballington funding in lieu of property taxes in monthly installments on or before the fifteenth (15<sup>th</sup>) of each month pursuant to Education Code section 47635.
10. Ballington agrees that all loans received by Ballington shall be the sole responsibility of Ballington and the District shall have no obligation for repayment.
11. Ballington agrees that all revenue generated by state or federal average daily attendance apportionment by Ballington 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. Ballington 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 CEDC is a separate legal entity that operates Ballington under the supervisory oversight of the District.
2. CEDC shall be wholly responsible for Ballington's operations and shall manage its operations efficiently and economically within the constraints of Ballington's annual budget. The District shall not be liable for the debts or obligations of Ballington, for claims arising from the debts or obligations of Ballington or for claims arising from the performance of acts, errors, or omissions by Ballington, provided the District complies with all oversight responsibilities required by law, and Ballington agrees to indemnify the District as described in the approved Ballington Charter. This indemnification clause shall survive termination of this Agreement.

Ballington 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. Ballington shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom Ballington enters into an agreement or contract that the obligations of Ballington under such agreement or contract are solely the responsibility of Ballington and are not the responsibility of the District.

3. CEDC and Ballington will comply with all applicable state and federal laws, as

well as, 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.*

Ballington shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Educational 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 Ballington or about Ballington shall be promptly forwarded by the District to Ballington. District may request that Ballington inform the District of how such concerns or complaints are being addressed, and Ballington shall provide such information. Ballington 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 CEDC, Ballington, and the District.
  - b. Monitoring performance and compliance with the Charter and with applicable laws, including, without limitation, the following:
    - Visiting Ballington at least once per year;
    - Ensuring that Ballington submits the reports and documents identified in subsection (D)(1)(e) below;
    - Monitoring the fiscal condition of Ballington;
    - Notifying the State of California upon the occurrence of any of the events described in Education Code section 47604.32(e).

Ballington 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 Ballington's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.
- d. CEDC may, upon request, process Ballington 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 Ballington to provide information and documentation related to its operations. Ballington shall provide all information and documentation in the form and at the times specified by the District's business office. The timeline shall be provided to Ballington by July 1, 2018. Whether included in these submissions or not, Ballington 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 Ballington financial records.

(A) Student Data

Ballington 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 Ballington shall be provided to the District. Ballington shall annually provide the District a list of names of students enrolled along with the school district of residence of each respective student no later than September 1 of each year.

Ballington shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit upon request. Ballington 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 making such an amendment. In addition, Ballington 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. Ballington shall ensure that coding of

student information conforms to District student information system requirements.

Ballington'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 Ballington 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 Ballington 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 Ballington that credentialing requirements imposed on Ballington under ESSA have been met. Ballington shall also provide to the District at the commencement of each school year and no later than September 15, information to demonstrate compliance with Education Code section 44237 for Ballington employees.

(C) Budget/Financial

Data Budget Data:

A preliminary budget shall be provided by Ballington 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 Ballington Board of Directors.

A copy of any revisions to Ballington 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 Ballington,

and financing documents shall be made available for District review upon request.

Financial Data:

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

The First Interim Financial Report shall be provided by Ballington 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 Ballington 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.

Ballington 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:

Ballington shall provide a copy of Ballington's Audited Financial Report to the District, the San Bernardino 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 Ballington 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, or as otherwise agreed by the Parties.

(D) Governance Data/Meeting Information

Copies of meeting agendas for meetings of CEDC Board of Directors shall be posted to Ballington facility and website at the time required pursuant to the Brown Act. Copies of meeting minutes shall be maintained at the facility and posted to Ballington website within 5 days after their approval by the governing board. Ballington 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.

Ballington shall annually (on or before July 1 of each year) send to the District a list of CEDC's 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 Ballington personnel and payroll policies shall be provided annually by September 1.

(F) Risk Management Data

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

A copy of Ballington'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 year.

(G) Programmatic/Performance Audit

Ballington will prepare an annual performance report and shall provide all information necessary to demonstrate that Ballington 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 Ballington'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 Ballington'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

Ballington 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

Ballington shall provide such other documents, data and reports as may

be reasonably requested or required by the District or the San Bernardino 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. Ballington shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. Ballington shall maintain a minimum reserve for economic uncertainties (designated fund balance) that is not less than 3% of year end expenditures of Ballington.
2. Oversight Fees. Ballington shall pay the District one percent (1%) of Ballington's revenue to cover the actual cost of oversight. "Ballington's revenue" means the local control funding formula. The District will deduct this amount from the annual in-lieu property tax transfer.
3. Administrative Services. CEDC has the obligation to provide all administrative services necessary to operate Ballington. CEDC may provide these services directly or may contract with a third party to provide services, including the District. If Ballington purchases services from a third party other than the District it shall ensure that the District is able to access all non-confidential information regarding Ballington maintained by the third party service provider. Should Ballington desire to purchase administrative or business services from the District, Ballington 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. An 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 Ballington that the District has no legal obligation to provide to Ballington. Ballington shall have no obligation to pay for services unless agreed to in writing between the Parties.

H. Student Enrollment/Records/Withdrawal

- 1. Ballington 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. Ballington 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 Ballington
- 3. Within three schooldays of any District resident student's expulsion,

withdrawal, or disenrollment from Ballington for any reason during the school year, Ballington 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 if known, and the student's next school/district of attendance. Ballington 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 –Documentation

Ballington shall maintain copies in student files of all correspondence, including e-mails, between Ballington and parents relating to student discipline and special services, including any requests for services, inquiries, referrals, and responses.

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

K. Renewal. The parties recognize that Ballington 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 Ballington intends to apply for a renewal of its charter, it must submit its petition in or before February of 2020. In addition to satisfying all applicable legal criteria, Ballington 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, Ballington shall respond promptly to all reasonable written requests of the District.

M. Legal Counsel. Ballington 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 Ballington 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 Ballington may be mailed to the District, the District agrees to pass on such documents and forms to Ballington in a timely manner, so it may complete its legal obligations. Ballington 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 Ballington 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. Ballington 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 San Bernardino City Unified School District and Ballington Academy for the Arts and Sciences

BE IT FURTHER RESOLVED that this represents the full and final agreement between Ballington and the District and shall only be modified in writing by the mutual agreement of the parties.

10.7 Approval of the Special Education Memorandum of Understanding Governing Special Education Between San Bernardino City Unified School District and Ballington Academy for the Arts and Sciences

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:

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 Volunteers of America, Community Education and Development Corporation (“CEDC”), which is authorized to operate Ballington Academy for the Arts and Sciences – San Bernardino (“Ballington” 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 Ballington or the Charter School shall apply with full force and effect

to CEDC.

This agreement shall take effect upon full execution of this Agreement and approval by the Boards of Trustees of the San Bernardino City Unified School District and Ballington, 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:

- 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, employees, 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 who 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. Additionally, 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. At the end of each fiscal year, the District shall calculate the Charter School's pro-rata share of the District-wide general fund support for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School) divided by the total number of District ADA (including Charter School students) and multiplied by the total number of Charter School ADA (ADA calculation from P2). Charter School ADA shall include all students, regardless of home district.
- c. 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.
- d. Payment shall be due and payable within 30 days of invoice. If not fully paid, the remaining amount of the Charter School's share of the general fund support shall be offset against the District's next succeeding in-lieu property tax apportionments until paid in full.

- e. The District shall provide an estimate of the Charter School's share of the general fund support for the following year by June 30 of each year for budgeting purposes. This estimate shall not be binding and the Charter School shall be fully responsible for its actual share of general fund support.
- f. 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:

Ballington Academy  
c/o Volunteers of America  
CEDC 3530 Camino Del Rio  
North  
Suite 300  
San Diego, CA 91208 (619)  
228-2054

San Bernardino City Unified  
School District  
4030 Georgia Blvd.  
  
San Bernardino, CA  
92407 (909) 473-2095

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 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.

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

BE IT RESOLVED that the Board of Education approves the Special Education Memorandum of Understanding Governing Special Education between San Bernardino City Unified School District and Ballington Academy for the Arts and Sciences

BE IT FURTHER RESOLVED that this represents the full and final agreement between Ballington and the District and shall only be modified in writing by the mutual agreement of the parties.

10.8 Consideration and Approval of the Amendment to Employment Contract, Superintendent

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:

Under the existing contract language, the term of employment for the Superintendent is extended for one year upon receipt of a satisfactory or better evaluation. The Superintendent has received a satisfactory or better evaluation.

BE IT RESOLVED that the Board of Education approves the amendment to the employee contract, Superintendent.

10.9 Consideration and Approval of the Amendment to Employment Contract, Deputy Superintendent

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:

Under the existing contract language, the term of employment for the Deputy Superintendent is extended for one year upon receipt of a satisfactory or better evaluation. The Deputy Superintendent has received a satisfactory or better evaluation.

BE IT RESOLVED that the Board of Education approves the amendment to the employee contract, Deputy Superintendent.

10.10 Consideration and Approval of the Amendment to Employment Contract, Assistant Superintendent, Educational Services

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:

Under the existing contract language, the term of employment for the Assistant Superintendent, Educational Services is extended for one year upon receipt of a satisfactory or better evaluation. The Assistant Superintendent has received a satisfactory or better evaluation.

BE IT RESOLVED that the Board of Education approves the amendment to the employee contract, Assistant Superintendent, Educational Services.

10.11 Consideration and Approval of the Amendment to Employment Contract, Assistant Superintendent, Human Resources

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:

Under the existing contract language, the term of employment for the Assistant Superintendent, Human Resources is extended for one year upon receipt of a satisfactory or better evaluation. The Assistant Superintendent has received a satisfactory or better evaluation.

BE IT RESOLVED that the Board of Education approves the amendment to the employee contract, Assistant Superintendent, Human Resources.

10.12 Consideration and Approval of the Amendment to Employment Contract, Assistant Superintendent, Student Services

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:

Under the existing contract language, the term of employment for the Assistant Superintendent, Student Services is extended for one year upon receipt of a satisfactory or better evaluation. The Assistant Superintendent has received a satisfactory or better evaluation.

BE IT RESOLVED that the Board of Education approves the amendment to the employee contract, Assistant Superintendent, Student Services.

10.13 Consideration and Approval of the Amendment to Employment Contract, Chief Business Officer

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:

Under the existing contract language, the term of employment for the Chief Business Officer is extended for one year upon receipt of a satisfactory or better evaluation. The Chief Business Officer has received a satisfactory or better evaluation.

BE IT RESOLVED that the Board of Education approves the amendment to the employee contract, Chief Business Officer.

10.14 Consideration and Approval of the Amendment to Employment Contract, Executive Director, Community Engagement

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:

Under the existing contract language, the term of employment for the Executive Director, Community Engagement is extended for one year upon receipt of a satisfactory or better evaluation. The Executive Director, Community Engagement has received a satisfactory or better evaluation.

BE IT RESOLVED that the Board of Education approves the amendment to the employee

contract, Executive Director, Community Engagement.

10.15 2018 California School Boards Association Delegate Assembly Election

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:

The official ballot for the election of representatives to CSBA’s Delegate Assembly has been received and must be returned on or before March 15, 2018. Because of our large student enrollment, the San Bernardino City Unified School Board appoints two representatives. Currently, Barbara Flores (expires March 2018) and Gwen Rodgers (expires March 2019) are serving two-year terms. Barbara Flores was re-appointed during the San Bernardino City Unified School District’s December 5, 2017 board meeting, effective April 2018 through March 2020.

In addition to these two appointments, there are seven vacancies in San Bernardino County Sub Region 16-B and the Board, as a whole, may vote for no more than seven representatives. The following individuals are candidates for these vacancies:

Heather Allgood	Helendale SD
Christina Cameron-Otero	Needles USD
Barbara Dew	Victor Valley Union HSD
Michael C. Flores	Ontario-Montclair SD
Cindy Gardner	Rim of the World USD
Barbara Schneider	Helendale SD
Jane Smith	Yucaipa-Calimesa Jt. USD
Mark Sumpter	San Bernardino COE
Mondi M. Taylor	Etiwanda SD
Donna West	Redlands USD

BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District casts its vote for the following candidates:

Christina Cameron-Otero	Needles USD
Barbara Dew	Victor Valley Union HSD
Michael C. Flores	Ontario-Montclair SD
Cindy Gardner	Rim of the World USD
Jane Smith	Yucaipa-Calimesa Jt. USD
Mark Sumpter	San Bernardino COE
Donna West	Redlands USD

SESSION ELEVEN

11.0 *Closed Session*

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

Anticipated Litigation

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

Number of Cases: One

Existing Litigation

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

Number of Cases: One

SS-17-18-05 will be moved to the March 20 agenda.

Conference with Labor Negotiator

District Negotiator: Perry Wiseman

Employee Organization: California School Employees Association

Communications Workers of America

San Bernardino School Police Officers Association San Bernardino Teachers Association

Public Employee Appointment

Title: Coordinator, Workforce Development Public

Employee Discipline/Dismissal/Release Student

Matters/Discipline

Assistant Director, Secondary Education Certificated

Non-Reelects/Reassignments

## SESSION TWELVE

### *12.0 Action Reported from Closed Session*

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 appointment of the following employees:

GONZALEZ, ROSE: Coordinator, Workforce Development, effective date, work year and salary to be determined. Funding: 1313

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

BE IT RESOLVED that the Board of Education has determined on an individual basis that the following certificated employee(s) be given notice prior to March 15, 2018 that their employment with the District not be renewed for the 2018-2019 school year pursuant to Education Code 44929.21 and that the Superintendent or his designee is hereby authorized to give written notice of this action prior to March 15, 2018, pursuant to Education Code 44929.21.

HR-CERT-17-18-02

HR-CERT-17-18-03

HR-CERT-17-18-04

HR-CERT-17-18-05

HR-CERT-17-18-07

BE IT RESOLVED that the Board of Education has determined that the following certificated employee be given notice prior to March 15, 2018 that he/she may be released from assignment as a Elementary Vice Principal effective at the end of the 2017-18 school year, and reassigned to an assignment consistent with his/her credential authorization(s) effective at the beginning of the 2018-19 school year, and that the Superintendent or his designee is hereby authorized to give written notice of this action, pursuant to Education Code 44951.

HR-CERT-17-18-08

BE IT RESOLVED that the Board of Education has determined that the following certificated employee be given notice prior to March 15, 2018 that he/she may be released from assignment as a Elementary Vice Principal effective at the end of the 2017-18 school year, and reassigned to an assignment consistent with his/her credential authorization(s) effective at the beginning of the 2018-19 school year, and that the Superintendent or his designee is hereby authorized to give written notice of this action, pursuant to Education Code 44951.

HR-CERT-17-18-09

BE IT RESOLVED that the Board of Education has determined that the following certificated employee be given notice prior to March 15, 2018 that he/she may be released from assignment as a Middle School Vice Principal effective at the end of the 2017-18 school year, and reassigned to an assignment consistent with his/her credential authorization(s) effective at the beginning of the 2018-19 school year, and that the Superintendent or his designee is hereby authorized to give written notice of this action, pursuant to Education Code 44951.

HR-CERT-17-18-10

BE IT RESOLVED that the Board of Education has determined that the following certificated employee be given notice prior to March 15, 2018 that he/she shall be released from assignment as an Assistant Director of Secondary Education at \$663.92 per diem salary effective at the end of the 2017-18 school year, and reassigned to an Assistant Director of Secondary Education at \$598.16 per diem salary effective at the beginning of the 2018-19 school year, and that the Superintendent or his designee is hereby authorized to give written notice of this action, pursuant to Education Code 44951.

HR-CERT-17-18-11

## SESSION THIRTEEN

### *13.0 Adjournment*

By unanimous vote of the board, the meeting was adjourned at 11:10 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, March 20, 2018 at 5:30 p.m. in the Multi-Purpose Room at Indian Springs High School, 650 N. Del Rosa Dr., San Bernardino.

# Attachment A

## Visual and Performing Arts Strategic Plan, 2016-2021

Sudha Venkatesan, Director, Secondary Education  
Scott Nelson, Coordinator, VAPA

Educational Services



## *#1 Establish a District Wide Commitment to the Arts*

Strategic Plan: Actions To Date

1. \$145,000 - Arts Attack! - April 2017
2. \$130,000 - VAPA teacher classroom supplies - February 2018
3. \$16,000 - District Art Exhibition at the Orange Show - April/May 2018
4. \$14,000 - Secondary students attended Symphony - February 2018



Making  
Hope  
Happen

## *#2 Create an Arts-Rich Learning Environment*

Strategic Plan: Actions To Date

1. \$12,000 - Instructional Rounds Visits - February/April 2018
2. Showcase Concerts at Pacific High School - March 2018
3. VAPA Calendar on [www.sbcusd.com](http://www.sbcusd.com) - December 2017
4. [@SBCUSDVAPA](https://twitter.com/SBCUSDVAPA) on Twitter - January 2018



Making  
Hope  
Happen

### *#3 Rethink the Use of Time and Resources*

#### Strategic Plan: Actions To Date

1. \$300,000 - Broadway Bound After School Elementary Program
2. \$300,000 - New instruments
3. \$150,000 - District Drumline operating expenses and supplies
4. \$130,000 - New VAPA Coordinator Hired
5. \$100,000 - Hired new VAPA Secondary Program Specialist



Making  
Hope  
Happen

### Strategic Plan: Next Steps

1. \$100,000 - Hiring new Elementary Music Teacher - Spring 2018
2. Professional Development Budget Planning- Spring 2018
3. Theatre Arts Facilities Sound & Lighting Analysis - Fall 2018

#### Professional Development Topics for Arts Teachers

1. Parent engagement and communication/Booster clubs
2. Recruitment and retention
3. College and Career Pathways



Making  
Hope  
Happen

## District Drumline

1. Paul Locke - VAPA Program Specialist/Head of Drumline.
2. Varsity/JV Ensemble Merger
3. Instruments/Uniforms/Music
4. Competitions resume on March 24



Making  
Hope  
Happen™

## Speakers

Carol Griffiths, Cajon High School Theatre Teacher

Jeffrey Habell, Arroyo Valley High School Orchestra Director

Tira Bunn, San Bernardino High School Art Teacher

Aimee Hitchings, Elementary Music Teacher



Making  
Hope  
Happen™

# Attachment B

## Key Performance Indicator: Grade 8 and 9 Math Failure Rate

March 6, 2018

Kennon Mitchell, Ph.D., Asst. Superintendent

Sudha Venkatesan, Director

Barbara Richardson, Director

1

Educational Services Division



## Presentation Outcomes

1. Provide responses to data questions posed in the February 6<sup>th</sup> D and F presentation for Grades 8 and 9 mathematics
2. Review our current action steps in response to the findings of the NCUST and Ed Trust West Study completed in April 2016
3. Review action steps to implement comprehensive improvement plan in the area of mathematics
4. Share the *Grading Practices Committee* work

2



## Data Questions and Answers

**Question:**

“How does the Grade 8 and Grade 9 Mathematics D and F data compare between TSSP and Non-TSSP Schools?”

**Answer:**

The data provided on Ds and Fs for grade 8 and grade 9 mathematics at TSSP and Non-TSSP middle and high schools, indicate inconsistent grading practices both within and across schools.



3

## Data Questions and Answers

**Question:**

“What is the correlation between semester grades in mathematics, student scores on SBAC mathematics assessments, and chronic absenteeism?”

**Answer:**

The correlation between semester grades in mathematics and student scores on SBAC Mathematics is moderate (.53). When chronic absentee status is added to the model the strength of the relationship increases slightly (.54)



4

## Data Questions and Answers

**Question:**

“Do we have assessments at the beginning and end of the year that measure student growth?”

**Answer:**

Yes, In the area of grade 8 mathematics, we found that the average student growth between grade 7 and grade 8 was just above one year. One year’s growth is not enough for the average student score in mathematics for grade 8 to reach the level of meeting standards.

5



## Educational Opportunity Study

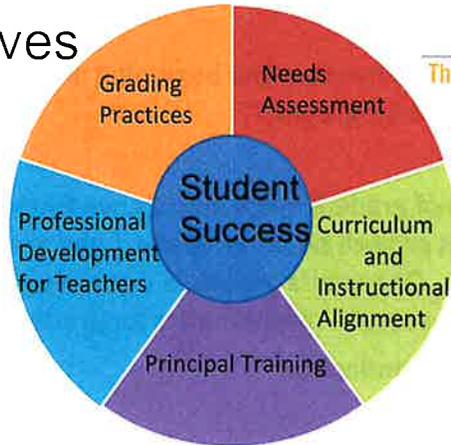
A report on district progress toward meeting the key findings of the Ed Trust West/NCUST Educational Opportunity Study have been provided in a March 6<sup>th</sup> Board Correspondence.

6



# Three-Year Comprehensive Approach to Mathematics Improvement

Doug Reeves



The Education Trust-West



Ucla

7



# Change Process at SBCUSD through Evidenced Based Research

Rational Outcomes



Doug Reeves  
Experiential Outcomes



8



## **Expected outcomes of our Three-Year Comprehensive Approach**

SBCUSD's comprehensive approach will improve student success by:

1. Reducing overall D's and F's
2. Increasing A-G completion percentages
3. Providing for greater matriculation into rigorous courses in high school and college
4. Ensuring that core curriculum is accessible to all students

9



## **Grading Practices Committee Participant**

**Christopher Kohler-Science Department Chair, Pacific High School**

10



