

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,

**MINUTES
ADOPTED
01/22/19**

November 6, 2018

Present: Board President Abigail Medina, Board Vice President Gwen Rodgers, Board Members Barbara Flores (arrived at 5:36 pm), Mike Gallo, Margaret Hill, Danny Tillman and Scott Wyatt; Student Board Members Yoselin Mayoral, Cazzmirr Middleton (arrived at 6:11 pm); Superintendent Dale Marsden; Deputy Superintendent Harold Vollkommer; Chief Business Officer Jayne Christakos; Assistant Superintendents Perry Wiseman, Kennon Mitchell, Rachel Monárrez, and Lorraine Perez; Executive Director Ginger Ontiveros; Director Linda Bardere; School Police Chief Joseph Paulino and Superintendent's Assistant Carla Cross. Minutes recorded by Administrative Assistant Karen Cunningham.

1.0 Opening

1.1 Call to Order

Board President Rosales-Medina called the meeting to order at 5:30 pm.

1.2 Pledge of Allegiance to the Flag

The Pledge of Allegiance to the Flag of the United States was led by Emmerton Elementary School third grade student Matara Teava.

1.3 Adoption of Agenda

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

1.4 Inspirational Message

Dr. Dale Marsden shared deaf San Gorgonio High School football player, Desi Gonzales' story. After attending the California School for the Deaf, Desi decided to transfer to his home high school for his junior and senior years. He is thriving academically and is starting linebacker on the varsity football team. Desi gets help from an American Sign Language interpreter who signs plays to him from the sidelines.

SESSION TWO

2.0 Special Presentation(s)

2.1 Outstanding Student Awards

The Board of Education honored students, parents, volunteers, and staff from Emmerton, Highland-Pacific, Jones, and Muscoy elementary schools and Pacific High School. The Board recognized these individuals for their outstanding accomplishments.

2.2 Presentation of Making Hope Happen Award

The Board of Education and Superintendent presented the Making Hope Happen Award to William Campi who has made hope happen for the community.

2.3 Recognition of Shining Star Award Recipients

The Board of Education recognized outstanding guest teachers Karen Andrade, Barbara Hamilton, Tracy Phillips, Kristin Smith, Ruby Tellez-Ramirez and classified substitute

Board of Education Meeting Minutes
November 6, 2018

employees rec. aide Sophia Lopez, custodian Meliton Maldonado, and clerical substitutes Elissia Rivera and Elizabeth Ruiz-Barragan who have earned Shining Star Awards for demonstrating an outstanding commitment to District students.

SESSION THREE

3.0 *Public Hearing(s)*

3.1 School Board Appointment to the Personnel Commission – Michael Salazar

There were no public comments.

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 authorizes the re-appointment of Michael Salazar by the San Bernardino City Unified School District Board of Education for a three (3) year term effective December 2, 2018 through December 1, 2021.

SESSION FOUR

4.0 *Closed Session Public Comments*

There were no public comments.

The Board adjourned to Closed Session at 6:25 pm.

SESSION FIVE

5.0 *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

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: Elementary School Vice Principal

Middle School Vice Principal

Public Employee Discipline/Dismissal/Release

Superintendent's Evaluation

The Board President reconvened Open Session at 7:05 pm; all items were not discussed and the Board will adjourn to Closed Session at the end of Open Session to conclude.

SESSION SIX

6.0 Action Reported from Closed Session

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

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

FRAZER, KIRK: Middle School Vice Principal, Dr. Martin Luther King Jr. Middle School, effective date, work year and salary to be determined. Funding: 035

ZAVALA, CYNTHIA: Elementary School Vice Principal, Hillside University Demonstration School, effective date, work year and salary to be determined. Funding: 035

SESSION SEVEN

7.0 Student Board Members' Comments

Student Board Member Mayoral commented that she has part of her school's academic decathlon for the past three years and reported that on Saturday, November 10, her team will be attending a scrimmage in Fontana. Ms. Mayoral reported that she twice traveled to New York to go to programs at different universities. She also will be traveling to Cleveland, Ohio for another program. She is also in the middle of college applications which requires a lot of time management.

Student Board Member Middleton commented that her senior year has been stressful because of the different things she is in. She reported that she is currently in a play, *The 39 Steps*, and next week she is excited to go to Washington DC for the JAG conference.

SESSION EIGHT

8.0 Public Comments

Speaker(s): Alex Lucero, CEO, REAL Journey Academies

Topic: New Vision and iEmpire charter schools. Mr. Lucero recommended both New Vision Middle School and iEmpire charters, part of the REAL Journey Academies, for another 5 years, stating they are proud to be a part of the SBCUSD family.

Speaker(s): Rileigh Ford, Addison Rusk, students at SOAR Academy charter school

Topic: The students invited the Board to their new holiday play at Sturges.

SESSION NINE

9.0 *Student Achievement*

9.1 Overview of the State's Accountability Model, Part III *Targeted Support for School Progress (TSSP)*

Dr. Rachel Monárrez, Assistant Superintendent, Continuous Improvement, Aldo Ramirez, Continuous Improvement director, Barbara Pastuschek, SBTA Vice President, Kristin Kolling, Hunt Elementary School principal, and Deniesha Culverson, Indian Springs High School teacher presented the Board an update on the work that has occurred at the Targeted Support for School Progress school sites. (Attach. A)

The Board discussed the presentation and were encouraged by the overall CAASPP scores for TSSP schools in English Language Arts and Math although there was concern that Math scores did not increase as much as hoped for the African American student group and decreased for Re-designated Fluent English Proficient (RFEP) students. They also discussed collaboration between teachers/leadership among teachers at TSSP sites will continue to move the dials, the early literacy plan, site needs for Program and Opportunity Gap specialists, building District interventions, formative assessment, prioritizing and allocation of sites' funding, incorporating applied learning into TSSP sites. Staff will provide copies of the early literacy plan, high school data for Language Arts and Math for English Learners and Long Term English Learners, to include formative data; Ds/Fs report by student groups, to include all core classes.

SESSION TEN

10.0 *Board Discussion*

The Board discussed creating a District Mariachi Band. Dr. Mitchell shared information that had been provided to the Board in correspondence. Concerns discussed included the band needed to be made part of the District and not contracted; Dr. Mitchell said that it would be transitioned over time, need to make sure all students were aware and had the opportunity to participate; information would be given to principals, VAPA staff, and through the Family Engagement Center, asked about transportation for practices; as with other extra-curricular programs families would need to provide transportation, and additional funding if more students want to participate; funding would be worked out. Consensus was given to move forward with creating a District Mariachi Band.

SESSION ELEVEN

11.0 *Reports and Comments*

11.1 Report by San Bernardino Teachers Association

No report.

11.2 Report by California School Employees Association

No report.

11.3 Report by Communications Workers of America

No report.

11.4 Report by San Bernardino School Police Officers Association

No report.

Board of Education Meeting Minutes
November 6, 2018

11.5 Comments by Board Members

Member Flores spoke on the recent California Latino School Boards Association's Unity Conference and commented Dr. Ron Wilkins, a retired professor, presented on Black and Brown unity and she brought copies of his book. She recommended that the District reach out to Dr. Wilkins as he is very knowledgeable on Black and Brown history and possibly have him do some work with the District. Dr. Flores asked for an update on Footsteps2Brilliance (F2B), to include who was assigned to follow up with the F2B director; to make sure teachers know how to upload it, especially to Dual Immersion teachers, has it been disseminated to teachers; and has F2B been shared at the Family Engagement Center. She also asked who was in charge of overseeing F2B so she could direct people to the appropriate person and Dr. Mitchell said it was Tasha Doizan, director of Elementary Instruction. Dr. Flores also reported that the State Department and the State Board of Education approved the English Learner "road map" and she commended Ms. Applegate, English Learner Programs director, for her work and said the growth of English Learners has been tremendous under her leadership. With the "road map" she believes that they will need more funding to continue their growth.

Member Gallo commented that it was good to be back after missing two board meetings and that he was doing well.

Member Hill reported she attended several recent events: the Safety Summit on October 17, it was well attended, with a great program which provided good information; the 90th celebration for the San Bernardino Symphony, she was surprised there were about 50-75 District students in attendance; participated in the Mom Mob at Holcomb Elementary School on October 29; was present when the Youth Action Partnership received a \$.5 million grant provided by the Department of Justice that will be used around the opioid issue; attended the Fall Joint-County meeting, with keynote speaker Dan Rather; and attended the first Courageous Leadership Summit at San Bernardino High School, with about 200 high school students attending workshops on human-trafficking, college, leadership and self-defense training. There was a very diverse group of students in attendance and she hopes it will be the first of many more summits. She thanked Ana Applegate and her English Learner's staff for sponsoring the event.

Vice President Dowdy-Rodgers reported she attended and held a workshop at the County-wide Parent Summit at Cal State, San Bernardino and she thanked Dr. Mitchell for also presenting a well-received workshop. Mrs. Rodgers mentioned that in a recent Highland Community News Cajon High School principal Dion Clark was recognized at the CIF Champions Character banquet and there was a very nice article about her.

Member Tillman had no report/comments.

Member Wyatt reported he attended the Black Honor Roll held at Indian Springs High School, it was well attended and a wonderful celebration. He wanted to say hello to Hardy Brown, County School Board Member who has been ill recently and at home resting. Mr. Brown wanted to let everyone know he is doing well.

President Rosales-Medina mentioned challenges with social media and to know it is not always accurate; she reminded everyone to read the fine print and be aware of who was speaking on behalf of others.

11.6 Comments by Superintendent and Staff Members

Superintendent Marsden reported he attended the CSUSB Snapshot sponsored by the African-American Alumni Association to recognize the academic achievements of African-American students in the region and the Willie Brown Breakfast featuring our gubernatorial candidates. He congratulated Tasha Doizan, director of Elementary Instruction and Patrizia Brody, elementary teacher for their appointments to the California Department of Education's Literacy Assessment team, which is tasked with providing input on the state literacy needs assessment, analyzing assessment results, and helping to guide literacy instruction across California's public schools. He also congratulated Board Member Hill for being selected as the recipient of the Champion Award at this year's Inland Empire Hispanic Leadership Council's annual gala. Dr. Marsden reported on the California Council on Economic Education's recognition of our District's support of financial education for students. We are one of approximately ten school districts in the state that offer such a student program.

Dr. Marsden commented on a recent editorial published in The Sun newspaper by Senator John Moorlach which attempted to explain the financial soundness of California's public schools and specifically mentioned our District and stated we were "underwater" \$309 million. The Board commented on the article stating it was totally invalid and that we have always received a positive certification.

Dr. Perez spoke to the Board on the Counseling update that was provided to them. She stated it was not comprehensive she and her staff are working on a comprehensive strategic plan. She wanted to provide them with information on Federal Student Aid (FAFSA) application and completion and upcoming FAFSA workshops.

SESSION TWELVE

12.0 Consent Calendar

Consent items pulled for separate discussion and voting: 12.9, 12.17, 12.26

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

12.1 Approval of Minutes

BE IT RESOLVED that the Minutes of the Board of Education Meetings held on September 18 and September 25, 2018 be approved as presented.

12.2 Approval of Date for the Annual Organizational Meeting of the Board of Education

Education Code Sections 35143 and 72000(c)(2)(A) require that governing boards hold an annual organizational meeting and that each member of the Board be notified in writing of the date and time selected. The organizational meeting must be held at the first meeting within 15 days commencing with and including the first Friday in December (December 7 – 21, 2018). The organizational meeting must be selected by the Board at its regular meeting held immediately prior to the first day of this 15-day period.

Board of Education Meeting Minutes
November 6, 2018

BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District establishes December 11, 2018 as the date of the official Annual Organizational Meeting.

12.3 Business and Inservice Meeting - Superintendent

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

To attend the California School Boards Association (CSBA) Annual Education Conference and Trade Show 2018, November 28 - December 1, 2018, in San Francisco, CA. The total cost, including meals and mileage per District guidelines, not to exceed \$2,500.00, will be paid from the Board of Education Account No. 066.

Cazzmirr Middleton, Student Board Member and Reatha L. Lydia, Family Member
Gregory A. Weidler, Jr., Student Board Member and Lisa A. Weidler, Parent

12.4 Amendment No. 1 to the Agreement with Gallup, Inc., Omaha, NE, to Provide Access to the Gallup Student Poll

BE IT RESOLVED that the Board of Education approves amending the agreement with Gallup, Inc., Omaha, NE, approved on September 18, 2018, Agenda Item No. 11.2. The agreement is being amended to increase the contract amount by \$4,000.00 to include the Gallup Student Poll data files for 2017 and 2018, increasing the contract amount from \$10,000.00 to a not to exceed contract amount of \$14,000.00. The additional cost will be paid from the Unrestricted General Fund – Community Engagement Plan, Account No. 094. 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.

12.5 Amendment No. 1 to the Consulting Services Agreement with Mary Bevernick Educational Consulting, Boulder Creek, CA, to Provide Consulting Services for the Special Education Director

BE IT RESOLVED that the Board of Education approves amending the consulting services agreement with Mary Bevernick Educational Consulting, Boulder Creek, CA, approved on October 16, 2018, Agenda Item No. 9.3. The agreement is being amended to increase the contract amount by \$5,520.00 to include reimbursement for travel expenses increasing the contract amount from \$36,800.00 to a not to exceed amount of \$42,320.00. The additional cost will be paid from the Unrestricted General Fund – Continuous Improvement, Account No. 037.

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

Board of Education Meeting Minutes
November 6, 2018

12.6 Ratification of the Agreement with Andrea Mitchel, Oak Hills, CA, to Provide Grant Writing Services to the District

BE IT RESOLVED that the Board of Education approves the ratification to enter into the agreement with Andrea Mitchel, Oak Hills, CA, to provide grant writing services for the District during high demand periods, effective September 12, 2018 – June 30, 2019. The total cost, not to exceed \$20,000.00 payable at the cost of \$125.00 per hour, 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.

12.7 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
Hunt Elementary School	Sam's Club San Bernardino, CA	To purchase items for the children/families clothing closet	\$1,500.00	
Hunt Elementary School	The Home Depot San Bernardino, CA	Plants and soil to sponsor the students' gardening projects		\$163.04
Hunt Elementary School	Lowe's Home Center Highland, CA	Plants and soil to sponsor the students' gardening projects		\$323.42
Hunt Elementary School	Lewis Family Playhouse Rancho Cucamonga, CA	245 tickets for students to attend School House Rock Live performance at the Playhouse		\$2,000.00
Hunt Elementary School	East Valley Water District Highland, CA	Backpacks and school supplies to support the students		\$1,275.00
Hunt Elementary School	SoCal Helpful Honda Guys Los Angeles, CA	Approximately 837 new books to support the students		\$6,500.00
Hunt Elementary School	Bakers Burger, Inc. Riverside, CA	300 gift cards to sponsor behavior, attendance, and academic student incentives		\$1,611.00
Accountability and Educational Technology Dept.	California Emerging Technology Fund – School2Home Oakland, CA	To support the 1:1 Middle School Implementation at Arrowview, Curtis, Del Vallejo, Golden Valley and Serrano middle schools	\$50,000.00	
Indian Springs High School	Major League Barbers Highland, CA	14 free haircuts to support students		\$210.00
Chavez Middle School	C. Damirchi, M.D. Inc. San Bernardino, CA	To support ASB	\$200.00	

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

12.8 Agreement with Heat Transfer Solutions, Orange, CA, to Provide Boiler Preventative Maintenance

BE IT RESOLVED that the Board of Education approves entering into the agreement with Heat Transfer Solutions, Orange, CA, to provide preventative maintenance on boilers at 17 District sites, effective November 7, 2018 – June 30, 2019. The fee, not to

Board of Education Meeting Minutes
November 6, 2018

exceed \$44,797.00, will be paid from Unrestricted General Fund, Maintenance of Facilities, Account No. 076.

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

12.10 Bid No. 18-03, Custodial Equipment

BE IT RESOLVED that Bid No. 18-03, Custodial Equipment, advertised on October 4, 2018 and October 11, 2018, and opened on October 19, 2018 at 2:00 p.m. with 9 bids received as follows: Bradley Industries of California, Santa Fe Springs, CA; C.P. Products Inc. dba Chem-Pak, San Bernardino, CA; Maintex, Inc., City of Industry, CA; Gorm Incorporated, Ontario, CA; Karcher North America, Denver, CO; Pioneer Chemical CO., Gardena, CA; Southwest School & Office Supply, Jurupa Valley, CA; Interline Brands, Inc. dba Supplyworks, Jacksonville, FL; Waxie Sanitary Supply, Ontario, CA;

BE IT ALSO RESOLVED that bids received from Chem-Pak be rejected as non-responsive for failure of the bidder to meet district specifications;

BE IT ALSO RESOLVED that bids received from Bradley Industries Line Items 001 and 002; and Southwest Office Supplies, Line Item 001, be rejected for failure of the bidders to meet technical specifications;

BE IT ALSO RESOLVED that bids received from Bradley Industries and Gorm Inc., Line Item 003 be rejected for failure of the bidder to meet technical specifications;

BE IT ALSO RESOLVED that Bid No. 18-03, Custodial Equipment be awarded to the lowest responsive bidders meeting District specifications based on unit prices as follows:

<u>BIDDER</u>	<u>LINE ITEM NO.</u>	<u>BID AMOUNT</u>
Pioneer Chemical Co. Gardena, CA	1	\$ 6,930.00
Waxie Sanitary Supply Ontario, CA	2, 3, 5	\$135,661.00
Interline Brands, Inc., dba Supplyworks Jacksonville, FL	4	\$ 27,625.00
Southwest School & Office Supply Jurupa Valley, CA	6	\$ 26,000.00

BE IT ALSO RESOLVED that the District reserves the right to purchase more than or less than the quantity indicated based on unit pricing in accordance with bid specifications for an initial term of one year with the option to extend annually, not to exceed three years total.

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

12.11 Bid No. NSB 2018/19-5, Paper Goods for Food Stuffs

BE IT RESOLVED that Bid No. NSB 2018/19-5, Paper Goods for Food Stuffs, advertised on August 30, 2018, and September 6, 2018, in The Sun, Black Voice, and El Chicano newspapers and opened on September 20, 2018, at 11:00 a.m., be awarded on an all-or-nothing basis to the lowest/responsible bidder meeting District Guidelines. The cost will be paid from Restricted Nutrition Services Fund 92.

BE IT ALSO RESOLVED that Bid No. NSB 2018/19-5, Paper Goods for Food Stuffs, be awarded to the sole responsible bidder as follows:

Vendor	Total Bid Amount	Terms
P & R Paper Supply Company, Inc. Redlands, CA	\$665,824.30	Net 30

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

12.12 Cafeteria Warrant Register for Period September 1 – 30, 2018

BE IT RESOLVED that the Cafeteria Warrant Register, September 1 - 30, 2018, be ratified and/or approved.

12.13 Commercial Warrant Register for Period September 16 - 30, 2018

BE IT RESOLVED that the Commercial Warrant Register for period September 16 - 30, 2018, be ratified and/or approved.

12.14 Payment for Course of Study Activities – Business Services

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

Various school sites request Board of Education approval to utilize the Humane Society of San Bernardino Valley, San Bernardino, CA for presentations titled “Humane Education” effective November 7, 2018 - June 6, 2019. The presentations reinforce Core curriculum through Project Based Learning with hands-on activities and information within the study of small animals. There is no cost to the District.

12.15 Ratification of Amendment No. 3 to the Professional Services Agreement with Ruhnau Clarke to Provide Full Service Architectural and Engineering Services for Track Improvements

BE IT RESOLVED that the Board of Education approves ratifying the amendment to the professional services agreement approved on November 3, 2015, Agenda Item 8.21, with Ruhnau Clarke Architects, Riverside, CA, to provide full-service architectural and engineering services for track improvements, effective January 1 – December 31, 2018. The original agreement was for \$628,000.00; amendment No. 1 added extension of time at no cost; amendment No. 2 added additional services for \$17,750.00; and amendment No. 3 is to add extension of time for completion of services, for a total combined amount

Board of Education Meeting Minutes
November 6, 2018

not to exceed \$645,750.00, and will be paid from Funds 21 and 40. 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.

12.16 Ratification of Approved Change Orders from September 1 – 30, 2018

BE IT RESOLVED that the Board of Education approves ratification of the District-approved change orders from September 1 – 30, 2018 for District construction projects:

Bid No. F16-04, Cajon Theatre Renovation at Cajon High School

Bid No. F18-07, Cajon High School – F3 Flooring

12.18 Ratification of the Renewal of the Agreement with Dynamic Planning, LLC, to Develop a Hazard Mitigation Plan

BE IT RESOLVED that the Board of Education approves ratifying the renewal of the agreement with Dynamic Planning, LLC, to develop a Hazard Mitigation Plan (HMP) that will cover each of the major natural and manmade hazards that pose risks to the District's facilities and identifies the campuses or buildings with the highest risks, effective March 27, 2018 – June 30, 2019. The development of the District's own FEMA-approved HMP enables the District to apply directly to FEMA for funding. The total cost, not to exceed \$38,000.50, will be paid from the Unrestricted General Fund – District Emergency, Account No. EME.

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

12.19 Request to Piggyback, Contract No. 4-03-78-0023A, California Multiple Award Schedule for Purchase of Synthetic Turf Material at Arroyo Valley, Cajon, Indian Springs, Pacific, and San Bernardino High Schools from PDPlay, Vista, CA

BE IT RESOLVED that the Board of Education approves the Piggyback of Contract No. 4-03-78-0023A, California Multiple Award Schedule (CMAS) for the purchase of synthetic turf material at Arroyo Valley, Cajon, Indian Springs, Pacific, and San Bernardino high schools from PDPlay, Vista CA. 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 cost, not to exceed \$2,536,525.00 will be paid from Funds 01, 21, 25 and 40.

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

12.20 Request to Reject Request for Proposal No. 17-12 – Online Student Enrollment Platform

BE IT RESOLVED that Request for Proposal (RFP) No. 17-12, Online Student Enrollment Platform, was advertised December 7, 2017 and December 14, 2017 and was opened January 4, 2018, at 11:00 a.m.

BE IT FURTHER RESOLVED that the Board of Education rejects in its entirety, all responses for RFP No. 17-12, Online Student Enrollment Platform pending further review of the requirements.

12.21 Request to Reject Request for Proposal No. 17-18 – Attendance Management Software and Analysis Reporting Web-Based System

BE IT RESOLVED that Request for Proposal (RFP) No. 17-18, Attendance Management Software and Analysis Reporting Web-Based System, was advertised December 7, 2017 and December 14, 2017 and was opened January 5, 2018, at 11:00 a.m.

BE IT FURTHER RESOLVED that the Board of Education rejects in its entirety, all responses for RFP No. 17-18, Attendance Management Software and Analysis Reporting Web-Based System pending further review of the requirements.

12.22 Request to Utilize Glendale Unified School District’s Piggyback Bid No. P-13 18/19 for the Purchase and/or Lease of Apple Equipment, Software, Services, Materials and Supplies

BE IT RESOLVED that the Board of Education approves utilizing Glendale Unified School District’s Piggyback Bid No. P-13 18/19 for the purchase and/or lease of Apple equipment, software, materials and services on an as-needed basis. As a local governmental body, the District has the option of piggybacking off this contract. Prices are comparable to those that the District would receive if it were to issue its own bid. The cost of equipment, software, materials and services purchased will be paid by requesting sites.

BE IT ALSO RESOLVED the District reserves the right to purchase additional quantities on an as-needed basis throughout the five-year term of the contract.

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

12.23 Agreement with JCI Business Builder’s Academy, Riverside, CA, to Implement a Business Builder Academy at Cole Elementary School

BE IT RESOLVED that the Board of Education approves entering into an agreement with JCI Business Builder’s Academy, Riverside, CA, to implement a Business Builder Academy at Cole Elementary School, effective November 7, 2018 – April 15, 2019. Up to 25 students will learn the entry levels of business building and how to work in collaborative groups in order to build a business. The cost, not to exceed \$2,400.00 payable at the cost of \$100.00 per week, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP) – Innovation Grants, Account No. 418.

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

12.24 Agreement with WestEd, San Francisco, CA, to Provide Leadership Development and Professional Learning

BE IT RESOLVED that the Board of Education approves entering into an agreement with WestEd, San Francisco, CA, to provide leadership development for implementing a Multi-Tiered System of Support (MTSS) at a cost of \$65,455.00 and professional learning for building the System of Support at a cost of \$59,825.00, effective November 7, 2018 – March 31, 2019. The work will focus on building the internal capacity of the District and school site leadership to assist staff in developing strategies to support improving outcomes for all students. The cost, not to exceed \$125,280.00 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.

12.25 Ratification of the Agreement with Customized Training & Consulting, Care of Servando Gereau, Redlands, CA, to Provide Solar Photovoltaic Training to Students at Arroyo Valley High School

BE IT RESOLVED that the Board of Education approves the ratification of the agreement with Customized Training & Consulting, care of Servando Gereau, Redlands, CA, to provide Solar Photovoltaic training to approximately 90 Arroyo Valley High School students, effective August 13, 2018 - May 30, 2019. The students will be introduced to the field of renewable energy and prepare them for an entry level position for sales and installation of photovoltaic systems. Customized Training & Consulting will provide three (3) thirty-minute class sessions per day for a total of 147 class days and will offer one (1) three-hour field trip per semester to tour a solar installation. The cost, not to exceed \$55,125.00, payable at the hourly rate of \$125.00, will be paid from the Restrict General Fund – Career Technical Education Incentive Grant, Account No. 485.

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

12.27 Ratification of the Software License Agreement with SSICA, Orange, CA, to Provide Real Time Aeries Tracking/Management of Tardy and Truant Students

BE IT RESOLVED that the Board of Education approves ratification of the software license agreement with SSICA, Orange, CA, to provide same day notification by telephone and email to parents of students with attendance issues to reduce chronic tardiness and truancy, effective October 1, 2018 – September 30, 2019. The subscription will provide unlimited scanning, users, buttons, emails and texting to parents. The fee, not to exceed \$23,057.72, will be paid from the Unrestricted General Fund – Targeted School Support for Progress, Account No. 243.

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

12.28 Extended Field Trip, Middle College High School, AVID College and University Tours, Southern CA

BE IT RESOLVED that the Board of Education approves the extended field trip for 70 Middle College High School junior AVID students, 5 District employees, and 2 chaperones, to attend the AVID college and university tours, in Southern CA, January 9 - 11, 2019. This trip is educationally advantageous to students and ties into the curriculum by addressing the AVID mission of increasing enrollment in four-year colleges and universities. The cost of the trip, not to exceed \$25,000.00, including meals and lodging, will be paid from Secondary Education AVID - Local Control Accountability Plan (LCAP), Account No. 419 - \$10,000.00; Middle College High School ASB Account - \$5,000.00; and San Bernardino Valley College Grant - \$10,000.00. Transportation provided by H & L Charter, not to exceed \$7,500.00 will be paid from Secondary Education AVID - Local Control Accountability Plan (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.

12.29 Extended Field Trip, San Bernardino High School, 2018 Tarkanian Classic/Bishop Gorman High School Basketball Tournament, Las Vegas, NV

BE IT RESOLVED that the Board of Education approves the extended field trip for 14 San Bernardino High School students, 1 District employee, and 3 chaperones, to attend the 2018 Tarkanian Classic/Bishop Gorman High School Basketball Tournament, Las Vegas, NV, December 18 - 22, 2018. The team will have the opportunity to compete against some of the best and most talented athletes from other states. The cost of the trip, not to exceed \$3,900.00, including meals and lodging, will be paid from San Bernardino High School Athletic Strategic Plan, Account No. 213 and ASB. Transportation provided by America's Xpress Rent-A-Car, not to exceed \$770.00, will be paid from San Bernardino High School Athletic Strategic Plan, Account No. 213. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office.

12.30 Ratification and Approval of Payment for Course of Study Activity - Educational Services

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

Anton Elementary School requests Board of Education approval to utilize the Drug Enforcement Administration (DEA), Division Counsel, LAFD, Los Angeles, CA, for a Red Ribbon Week presentation to 730, TK - 6 grade students, October 23 - 31, 2018. This presentation will cover alcohol, tobacco, drug and violence prevention. Red Ribbon Week's 2018 campaign theme is "Life is Your Journey, Travel Drug Free". There is no cost to the District.

12.31 Ratification of Amendment No. 1 for Payment for Services Rendered by Non-Classified Experts and Organizations – Educational Services

BE IT RESOLVED that the Board of Education approves ratification of the amendment to the following non-classified expert:

Scott Lang Leadership, Chandler, AZ, approved on July 24, 2018, Agenda Item No. 9.14. An amendment is required to increase the cost by \$2,000.00 to pay for a second professional development training performed on July 31, 2018, increasing the cost from \$2,750.00 to a not to exceed \$4,750.00. The additional cost will be paid from the Restricted 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.

12.32 Ratification of Business and Inservice Meeting - Educational Services

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

To attend the 46th Annual National Alliance of Black School Educators (NABSE) Conference, November 6 - 11, 2018, in Baltimore, MD. The total cost including meals and mileage per District guidelines, not to exceed \$3,050.00, will be paid from Educational Services Account No. 419.

Devona Robertson (DAAAC Parliamentarian)

12.33 Ratification of Payment for Services Rendered by Non-Classified Experts and Organizations – Educational Services

BE IT RESOLVED that the Board of Education approves ratification of payment to the following non-classified experts:

Joyco Youth and Family Services, San Bernardino, CA, to provide a one-day Young Women's Conference to be held at San Bernardino High School, effective November 3, 2018. Joyco Youth and Family Services will provide a leadership summit for 250 District students that will target the social emotional concepts of self-regulation, self-awareness, and motivation. The conference will include motivational teaching, informational breakout sessions, and mentoring support from leaders in the District. The cost, not to exceed \$15,300.00 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.

12.34 Ratification of the Agreement with California State University, San Bernardino, CA, to Provide a Cognitive Training Program at Hillside Elementary School

BE IT RESOLVED that the Board of Education approves ratification to enter into the agreement with California State University, San Bernardino, CA, to provide a Cognitive Training Program for 60 students at Hillside Elementary School, effective October 15, 2018 - March 15, 2019. The training program is designed to build abilities that are important to students' academic success. The program will focus on improving students' attention, concentration, and memory. Each student will receive two (2) 15-minute practice sessions, plus 19 thirty-minute training sessions (4 days a week) for a total of 10 hours of training. 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.

12.35 Ratification of the Agreement with Riverside County Superintendent of Schools, Riverside, CA, Professional Development for Teachers at Henry Elementary School

BE IT RESOLVED that the Board of Education approves ratification to enter into the agreement with Riverside County Superintendent of Schools, Riverside, CA, to provide 11 days of professional development to include overview and organization of lesson study and a copy of the Progressions to 12 teachers at Henry Elementary School at a cost per teacher of \$500.00, effective July 1, 2018 – June 30, 2019. The cost, not to exceed \$6,000.00 will be paid from the Restricted General Fund – Elementary Secondary Education Act Title I, Account No. 501.

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

12.36 Agreement with Action-Driven Inquiry, Montclair, CA, to Provide Professional Development on Next Generation Science Standards to Teachers at Urbita Elementary School

BE IT RESOLVED that the Board of Education approves entering into an agreement with Action-Driven Inquiry, Montclair, CA, to provide professional learning experience to 25 teachers and support staff at Urbita Elementary School on Next Generation Science Standards (NGSS), effective November 7, 2018 – June 6, 2019. Action-Driven Inquiry will provide 75 hours of training in the areas of curriculum, instruction, and site-based needs, and assist with implementing the strategies for positively impacting student achievement. The cost per hour for the professional development is \$133.33 and includes all travel expenses. The cost, not to exceed \$10,000.00, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

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

12.37 Agreement with Young Visionaries Youth Leadership Academy, San Bernardino, CA, to Provide the Successfully Motivating African Americans through Resiliency Training at District School Sites

BE IT RESOLVED that the Board of Education approves entering into the agreement with Young Visionaries Youth Leadership Academy, San Bernardino, CA, to provide the Successfully Motivating African Americans through Resiliency Training (SMAART), to 360 students at Arrowview and King middle schools, Arroyo Valley, Pacific, San Andreas, San Bernardino, and Sierra high schools, effective November 7, 2018 – June 30, 2019. SMAART is designed to increase resiliency, decrease referral and suspension rates, increase social skills and emotional awareness, and increase self-efficacy and self-image. 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.

12.38 Extended Field Trip, Cajon High School, Las Vegas Holiday Classic Invitational Wrestling Tournament and Red Rock Canyon National Conservation Area Visit, Las Vegas, NV

BE IT RESOLVED that the Board of Education approves the extended field trip for 16 Cajon High School students, 2 District employees, and 4 chaperones, to attend the Las Vegas Holiday Classic Invitational Wrestling Tournament and visit to the Red Rock Canyon National Conservation Area, Las Vegas, NV, from December 20 - 23, 2018. Student athletes that compete at the highest level have been found to do better in academics. After the tournament, students will visit the Red Rock Canyon National Conservation Area where they will learn about geological features such as sandstone peaks and see Native American petroglyphs. The cost of the trip, not to exceed \$7,650.00, 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 \$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.

12.39 Extended Field Trip, CAPS/California Cadet Corps, the 11th Brigade Basic and Advanced Non-Commissioned Officer and Officer Candidate School Course at Serrano Middle School

BE IT RESOLVED that the Board of Education approves the extended field trip for 175 California Cadet Corps students, 8 District employees, and 10 chaperones, to attend the 11th Brigade Basic and Advanced Non-Commissioned Officer and Officer Candidate School (BNCO/ANCO/OCS) Course at Serrano Middle School, November 16 - 18, 2018. This event provides participating cadets with the opportunity to learn the traits and principles of leadership, study examples of civilian, military, civic, and business leaders, and apply leadership theory in a practical setting. The cost of the trip, not to exceed \$3,200.00 including meals and lodging, will be paid from Cadet Corps Account No. 030. Transportation will be provided by parents to and from the event. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office.

12.40 Extended Field Trip, CAPS/California Cadet Corps, Community Emergency Response Team Training, San Luis Obispo, CA

BE IT RESOLVED that the Board of Education approves the extended field trip for 20 California Cadet Corps students and 3 District employees, to attend the CAPS/California Cadet Corps, Community Emergency Response Team (CERT) training, in San Luis Obispo, CA, November 15 - 18, 2018. This event allows for instruction, re-teaching, and field performance opportunities relating to the following components of the California Cadet Corps curriculum: applied leadership, command functions, staff operation, staff relations and coordination, resource management, safety planning, morale activities, and methods of instruction. Meals, lodging, and transportation will be provided by California Cadet Corp state operations. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office. There is no cost to the District.

12.41 Facilities Use Agreement and Extended Field Trip, CAPS/California Cadet Corps, the 11th Brigade Bivouac with the Greater Los Angeles Area Council #33, at the Firestone Boy Scout Reservation, Brea, CA

BE IT RESOLVED that the Board of Education approves the extended field trip for 250 California Cadet Corps students, 10 District employees, and 15 chaperones, to attend the 11th Brigade Bivouac with the Greater Los Angeles Area Council #33, at the Firestone Boy Scout Reservation, Brea, CA, December 7 - 9, 2018. This event allows for instruction, re-teaching, and field performance opportunities relating to the following components of the California Cadet Corps curriculum: applied leadership, command functions, staff operations and coordination, resource management, safety planning, morale activities, and methods of instruction. The cost of the trip, not to exceed \$15,000.00, including meals and lodging, will be paid from Cadet Corps Account No. 030. Transportation provided by Durham School Services, not to exceed \$8,000.00, will be paid equally from the 10 participating school sites. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office.

12.42 Memorandum of Understanding with My Family Inc., Riverside, CA, to Provide Youth Enrichment and Outpatient Services

BE IT RESOLVED that the Board of Education approves entering into a memorandum of understanding with My Family Inc. (MFI), Riverside, CA, to provide youth enrichment and outpatient services, effective November 7, 2018 - June 30, 2019. MFI will provide substance use disorder recovery and counseling services for approximately 150 District students. The purpose of the program is to help at-risk adolescents and those involved with the criminal justice system understand the consequences of inappropriate and/or unlawful behavior and overcome related problems. MFI will also provide an adolescent outpatient program to help adolescents overcome the debilitating effects of alcohol and drugs. Services include, but are not limited to: Intake, assessment, individual treatment planning and counseling sessions, education groups, family counseling, and case management. 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.

12.43 Payment for Services Rendered by Non-Classified Experts and Organizations – Student Services

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

International Institute for Restorative Practices, Bethlehem, PA, to provide a two-day workshop to approximately 45 District staff on “Restorative Practices and Using Circles Effectively”, effective November 8 – 9, 2018. The training will focus on effective restorative circles, building social capital, resolving social problems, and creating a positive learning environment. The cost, not to exceed \$8,500.00, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

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

12.44 Ratification and Approval of Payment for Course of Study Activities - Student Services

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

Highland-Pacific Elementary School requests Board of Education approval to utilize One World Rhythm, Burbank, CA, for two hands-on, interactive music assemblies to coincide with Red Ribbon Week to 342, TK - 6 grade students, October 23, 2018. These assemblies are to encourage all students to make good choices and reinforce positive behavior. The total cost, not to exceed \$750.00, will be paid from Highland-Pacific Elementary School Account No. 501.

Bradley Elementary School requests Board of Education approval to utilize the Drug Enforcement Administration (DEA), Riverside, CA, for a Red Ribbon Week presentation to 550, TK - 6 grade students on October 23, 2018. This presentation will feature DEA officers and a California Highway Patrol K-9 Unit dedicated to the promotion of a drug-free lifestyle. Students will receive lessons on the dangers of drugs and encouragement from the officers on the front lines of drug enforcement to live drug free. There is no cost to the District.

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

Bradley Elementary School requests Board of Education approval to utilize Dairy Council of California, Sacramento, CA, for a “Mobile Dairy Classroom” visit to present the Farm to School assembly to 534, TK - 6 grade students, December 3, 2018. This assembly will provide students with an understanding of farm life, what products come from the farm, learn the anatomy of the cow and how milk goes from cow to refrigerator, the uses of agriculture and its contribution to the food supply, and how to create a healthy diet. This assembly supports Language Arts, Science, and Math standards cross curriculum. There is no cost to the District.

Board of Education Meeting Minutes
November 6, 2018

12.45 Ratification of Amendment No. 1 to the Facilities Use Agreement with the DoubleTree by Hilton, San Bernardino, CA, to Host the 2018 Fall Student Wellness Symposium

BE IT RESOLVED that the Board of Education approves ratifying the amendment to the facilities use agreement with the DoubleTree by Hilton, San Bernardino, CA, approved on September 4, 2018 Agenda Item No. 9.30. The agreement is being amended to increase the contract amount by \$14,847.81 for additional participants that attended the Fall Student Wellness Symposium on October 12, 2018, increasing the contract amount from \$13,597.74 to a not to exceed amount of \$28,445.55. The additional cost will be paid from the Unrestricted General Fund – Learning Communities for School Success Programs, Account No. 455.

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

12.46 Ratification of Amendment No. 1 to the Agreement with Manuel Baltierra, Grand Terrace, CA, to Provide “The Parent Project” Workshops for the Family Engagement Center

BE IT RESOLVED that the Board of Education approves ratifying the amendment to the agreement with Manuel Baltierra, Grand Terrace, CA, approved on September 18, 2018 Agenda No. 11.36. This agreement is being amended to change the start date from September 19, 2018 to September 10, 2018. The cost, not to exceed \$30,000.00 at a cost of \$7,500.00 per each ten (10) week session, 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.

12.47 Ratification of the Agreement and Approval of Payment for Course of Study Activity - Student Services

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

Bonnie Oehl Elementary School requests Board of Education approval to enter into the agreement to utilize StuntMasters Inc., Gilbert, AZ, for a BMX Impact Motivational Assembly to 547, K - 6 grade students, October 30, 2018. This presentation inspires students to live thoughtful, active, and purposeful lives by reaching out with entertainment-backed messages and inspirational role models. The total cost, not to exceed \$850.00, will be paid from Bonnie Oehl Elementary School PTO.

12.48 Ratification of the Agreement with Breaking Barriers United, LLC, Moreno Valley, CA, to Provide Presentations to Various District Middle Schools.

BE IT RESOLVED that the Board of Education approves ratification to enter into an agreement with Breaking Barriers United, LLC, Moreno Valley CA, to provide presentations and workshops for approximately 2,500 middle school students at Del Vallejo, Paakuma', Shandin Hills, and one additional site to be determined, effective

Board of Education Meeting Minutes
November 6, 2018

September 12, 2018 – June 30, 2019. The presentations and workshops are designed to bridge the gap between police officers, students, and community members through transparency and hands-on scenarios. The total cost, not to exceed \$12,000.00 payable at \$1,500.00 per presentation/workshop for eight (8) sessions, 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.

12.49 Ratification of the Extended Field Trip, Cajon High School, Historically Black Colleges and University College Tours in Georgia and Alabama

BE IT RESOLVED that the Board of Education approves ratification of the extended field trip for 15 Cajon High School students and 2 District employees to attend and visit the Historically Black Colleges and University (HBCU) College Tours in Georgia and Alabama, October 24 - 28, 2018. This trip allows students to participate in seminars and campus tours that feature alumnae of the various HBCUs speaking about their experiences and transitions into their selected professions. It is designed to give students a fuller awareness of the college options available to them beyond their immediate area and to address District goals related to the use of LCAP funds to support development of a college-going culture by providing opportunities for students to visit college campuses. The cost of the trip, not to exceed \$17,250.00, including meals and lodging, will be paid from Cajon High School Local Control Accountability Plan (LCAP) Account No. 419. Transportation provided by air, not to exceed \$3,750.00, will be paid from Cajon High School Local Control Accountability Plan (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.

12.50 Ratification of the Memorandum of Understanding with Kaiser Permanente, Fontana, CA, for Serrano Middle School Students to Participate in the Hippocrates Circle Program – Mentoring Kids Today for Physician Careers Tomorrow

BE IT RESOLVED that the Board of Education approves the ratification of the memorandum of understanding with Kaiser Permanente, Fontana, CA, for 40, 7 - 8 grade Serrano Middle School students to participate in the Hippocrates Circle Program (HCP) – Mentoring Kids Today for Physician Careers Tomorrow, effective October 1, 2018 – March 20, 2019. Participating students will take a tour of a Kaiser Permanente Medical Center, attend physician presentations, tour a local medical school, participate in financial aid discussions, and attend an affirmation and graduation ceremony. 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.

12.51 Ratification of the Renewal of the Agreement with Valley Star Behavioral Health, Inc., San Bernardino, CA, to Provide the Promoting Resiliency in African American Children Program to District Students

BE IT RESOLVED that the Board of Education approves ratifying the renewal of the agreement with Valley Star Behavioral Health, Inc., San Bernardino, CA, to provide the Promoting Resiliency in African American Children (PRAAC) Program at Del Rosa, Hunt and Jones elementary schools, effective July 1, 2018 - June 30, 2023. PRAAC is a prevention and early intervention program for up to 1,000 African American children and their families. The PRAAC program will promote enhanced wellness and resiliency, hope and optimism in African American youth and families. The focus of the program will be on increasing school/academic outcomes, social problem solving, and increasing family outcomes. 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.

12.52 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:

11/13/2003 *(S) 03/11/2004

12.53 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:

12/11/2004 06/29/2001 03/06/2007 12/19/2002

12.54 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:

12/17/1999 07/08/2008 10/13/2003 05/04/2010

12.55 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:

03/22/2000

Items pulled for discussion and separate voting:

12.9 Authorization to Approve Workers' Compensation and Liability Settlement Agreements

Member Flores commented that the Board has fiduciary responsibilities and a list of all settlement agreements should be provided to them. It was decided that a quarterly report would be submitted to the Board.

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:

BE IT RESOLVED that the Board of Education approves the settlement authorization of Jeffrey D. Haynes, Director of Risk Management, to authorize Workers' Compensation and Liability Settlement agreements up to \$25,000.00, effective November 7, 2018 until revoked.

12.17 Ratification of the Master Agreement with Garner Holt Education Through Imagination, LLC, to Provide Professional Development and Instructional Materials and Supplies

Member Flores asked how many sites this would encompass and was told 38 sites plus CAPS.

Upon motion by Member Flores, 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:

BE IT RESOLVED that the Board of Education approves ratification of the Sole Source Master Agreement with Garner Holt Education Through Imagination, LLC, to provide professional development on modeled lessons in STEAM education, school site digital media as well as tangible and demonstrable realia, on-site technical and educational consultation and support, student field trips, and instructional materials and supplies, on an as-needed basis, effective July 1, 2018 – June 30, 2021. The estimated costs over the contract period, not to exceed \$2,000,000.00, to be paid from individual District schools' budgets, on an as-needed basis.

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

12.26 Ratification of the Authorization to Approve Special Education Settlement Agreements

Member Flores asked about a list of special education settlements and it was agreed that a quarterly settlement report will be provided to the Board.

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

BE IT RESOLVED that the Board of Education approves ratification of the authorization of Howana Lundy, Director of Special Education, to approve Special Education settlement agreements up to \$10,000.00, effective October 15, 2018 until revoked.

BE IT FURTHER RESOLVED that the Board of Education approves revoking the authorization of Michael Dominguez, former Director of Special Education, effective September 24, 2018.

SESSION THIRTEEN

13.0 *Action Items*

13.1 Personnel Report #9, Dated November 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 #9, dated November 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.

13.2 Amendments to BP 4030, Nondiscrimination in Employment (First Reading)

Member Flores asked to add language as noted in policy by highlights.

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 receives the amendments to Board Policy 4030, Nondiscrimination in Employment as a First Reading.

San Bernardino City USD | BP 4030 Personnel
Nondiscrimination in Employment
Purpose

To prevent discriminatory harassment in the work place and educational environment.

Policy Statement

The San Bernardino City Unified School District is committed to providing all employees and students a working and learning environment that is free of discrimination, harassment, intimidation, and bullying in accordance with applicable state and federal laws. This nondiscriminatory working and learning environment is for the benefit of all district employees (non-supervisory, supervisors and management) and students. All employees are expected to fully comply with this policy. Additionally, non-employees who have contact with the district's employees or students during working or educational hours are expected to conduct themselves in accordance with this policy. Absolutely no one is authorized to engage in conduct prohibited by this policy.

In keeping with this commitment to a nondiscriminatory working environment, the district maintains a strict policy prohibiting sexual harassment, discrimination, harassment, intimidation, and bullying or harassment based on age over forty, race or ethnicity, ethnic group identification, color, actual or perceived sex, religion, national origin, ancestry, medical condition (cancer and genetic characteristics)*, marital status, physical or mental disability, sexual orientation, gender**, personal or family genetic information, or family care and medical leave entitlement in accordance with applicable state and federal laws. It is also prohibited to discriminate on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics. This policy prohibits all forms of discriminatory harassment through any means, including nonverbal, verbal (including derogatory comments, slurs, propositions, teasing, jokes or taunts), physical (including gestures, touching, obstructing or otherwise interfering with a person's movement) or visual (including leering, cartoons, drawings, magazines, notes, *all social media*, letters or posters).

This policy prohibits all conduct by which an employee or student because of race or ethnicity, ethnic group identification religion, color, national origin, ancestry, physical disability, mental disability, medical condition (cancer or genetic characteristics)*, marital status, age (40 and above), sex, sexual orientation, gender**, personal or family genetic information, on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics or family care and medical leave entitlement, is subjected to unwelcome, offensive, intimidating, oppressive or otherwise interfering harassment or is subject to any discrimination, harassment, intimidation, or bullying thereof on district property or district/school related activities. This includes discrimination, harassment, intimidation, or bullying based on the actual or perceived characteristics as specified above. This policy applies to all acts related to school activity or school attendance occurring within a school under the jurisdiction of the Superintendent of the school district. Students and employees will not be excluded on the basis of actual or perceived sex, sexual orientation, gender, age, ethnic group identification, race or ethnicity, ancestry, national origin, religion, color, mental or physical disability, personal or family genetic information, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics from participation in any educational program, curricular or extracurricular, including all sports and other activities, denied the benefits of participation, or subjected to harassment or other forms of discrimination, harassment,

intimidation, or bullying in such programs or employment.

Medical Condition is defined, in accordance with the California Fair Employment and Housing Act, as any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer or genetic characteristics.

Gender is defined as the person's actual sex, or the perception of the person's sex, and includes the perception of the person's identity, appearance, or behavior, whether or not that identity, appearance, or behavior is different from that traditionally associated or stereo typically with that person's assigned sex at birth. The district may require persons to comply with reasonable workplace appearance, grooming, and dress standards consistent with state and federal law, provided that persons are allowed to appear or dress consistently with their gender identity.

"Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by *adults*, by a pupil, *or group of pupils* as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property,
2. Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable pupil to experience substantial interference with his or her academic performance.
4. Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

An electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager.

A reasonable pupil means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

Hate-Motivated Behavior

The Board of Education affirms the right of every student to be protected from hate-motivated behavior. It is the intent of the Board to promote harmonious relationships that enable students to gain a true understanding of the civil rights and social responsibilities of people in our society. Behavior or statements that degrade an individual on the basis of his/her race, ethnicity, culture, heritage, gender, sexual orientation, physical/mental attributes, religious beliefs or practices shall not be tolerated.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 5131.5 - Vandalism, Theft and Graffiti)
(cf. 5136 - Gangs)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 6141.6 - Multicultural Education)

Any employee or student who feels that he/she is a victim of hate-motivated behavior shall immediately contact the principal or Affirmative Action or District website "button". If the employee or student believes that the situation has not been remedied by the principal or designee, he/she may file a complaint in accordance with district complaint procedures.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)

Staff who receive notice of hate-motivated behavior or personally observe such behavior shall notify the principal, Superintendent or designee, and law enforcement, as appropriate. Students demonstrating hate-motivated behavior shall be subject to discipline in accordance with Board policy and administrative regulation.

(cf. 3515.3 - District Police/Security Department)
(cf. 4158/4258/4358 - Employee Security)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

In addition, the district shall provide counseling and appropriate sensitivity training and diversity education for employees or students exhibiting hate-motivated behavior. The district shall also provide counseling, guidance and support, as necessary, to those employees or students who are the victims of hate-motivated behavior.

(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee shall ensure that staff receive appropriate training to recognize hate-motivated behavior and methods for handling such behavior in appropriate ways.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The district shall provide age-appropriate instruction to help promote understanding of and respect for human rights.

At the beginning of each school year, students and staff shall receive a copy of the district's policy on hate-motivated behavior.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900.3 Suspension for hate violence

PENAL CODE

186.21 Street terrorism; legislative findings and declarations

422.55-422.86 Hate Crimes

11410-11414 Terrorism

13023 Reports by law enforcement of crimes motivated by race, ethnicity, religion, sexual orientation or physical or mental disability

13519.6 Hate crimes, training courses and guidelines

UNITED STATES CODE, TITLE 18

245 Federally protected activities

Management Resources:

CSBA PUBLICATIONS

Protecting Our Schools: Board of Education Strategies to Combat School Violence, 1995

ALAMEDA OFFICE OF EDUCATION & CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Hate-Motivated Behavior in Schools: Response Strategies for School Boards, Administrators, Law Enforcement and Communities, 1997

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS & NATIONAL ASSOCIATION OF ATTORNEYS GENERAL PUBLICATIONS

Protecting Students from Harassment and Hate Crime: A Guide for Schools, 1999

WEB SITES

CDE: <http://www.cde.ca.gov>

California Association of Human Relations Organizations: <http://www.cahro.org>

United States Department of Education, Office of Civil Rights: <http://www.ed.gov/offices/OCR/index.html>

Policy SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

adopted:

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of Discrimination

32282 School safety plans

48900.3 Suspension for hate violence

48900.4 Suspension or expulsion for threats or harassment

PENAL CODE

422.44 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

4600-4697 Uniform Complaint Procedures

4900-4965 Nondiscrimination in elementary and secondary education Programs

Sexual Harassment

All of the foregoing apply to complaints of sexual harassment. For the purpose of

Board of Education Meeting Minutes
November 6, 2018

clarification, prohibited sexual harassment includes but is not limited to unwelcome sexual advances, requests for sexual favors and other verbal, nonverbal, visual or physical conduct of a sexual nature where:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, academic status or progress;
2. Submission to, or rejection of, such conduct by an individual is used as the basis of employment or educational decisions affecting the individual;
3. Such conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance or creating an intimidating, hostile, or offensive working or educational environment; or
4. Submission to, or rejection of the conduct by the individual regarding benefits and services, honors, programs, or activities available at or through the district or its sites.

Examples of prohibited harassing acts:

1. Unwelcome sexual advances or sexual propositions
2. Kidding, teasing, or joking of a sexual nature or of other protected bases delineated above
3. Graphic commentary about an individual's body, sexual prowess or sexual deficiencies
4. Derogatory or demeaning comments about anyone's gender in general or gender identity or expression, epithets, slurs or jokes about one's race or ethnicity, color, national origin, religious creed, physical or mental disability, age (40 and over), sex, gender identity or expression, sexual orientation, or marital status
5. Leering or staring at someone
6. Unwelcome suggestive or insulting sounds such as whistles, kissing sounds, howling, or sucking noises
7. **Unwelcome** touching, patting, pinching, stroking, squeezing, tickling or brushing against another's body
8. Displaying offensive objects, **pictures**, calendars, cartoons, magazines, videotapes, audio recordings or literature which are sexual in nature
9. Unwelcome use of sexually degrading language or innuendoes
10. Obscene gestures

Consensual sexual relationships:

Romantic or sexual relationship of any employee with elementary or secondary students is clearly prohibited pursuant to state molestation laws concerning adults and children. Romantic or sexual relations between an adult student and faculty member or between a subordinate employee and his/her superior can raise "serious concerns" where there may be a conflict of interest and abuse of power *and are also prohibited* (concerns were raised about using "prohibited" as this section pertains to adults. Dr. Marsden said he would look into it) Such relations may lead to favoritism of a student or subordinate employee

with whom the teacher of superior is sexually involved and where such favoritism adversely affects other students and/or employees

1. Unwanted neck or shoulder massage
2. Spreading rumors about a person's sexuality
3. Graffiti about a person's sexuality
4. Letters, notes, telephone calls, e-mails, pictures or materials of a sexual nature
5. Stalking a person
6. Attempted or actual sexual assault
7. Making or threatening reprisals after a negative response to sexual advances
8. Impeding or blocking of one's movement
9. Repeatedly asking out a person who is not interested

10. Pursuing, intimidating, harassing or bullying at the workplace or after work.

Enforcement

Disciplinary action up to and including termination will be promptly taken against any employee (non-supervisory, supervisor or manager) if it becomes known to management that such person has engaged in conduct prohibited by this policy. *In addition, hidden negotiations and cover-ups are also prohibited.* (Member Flores would like legal to look at adding this language.)

No Retaliation

No employee or student shall be retaliated against, in any manner, for reporting conduct which he/she believes to be a violation of this policy, for participating in an investigation of a possible violation of this policy, or for using the district's Complaint Procedure.

Retaliation against anyone reporting or perceived to have reported sexual harassment behavior is prohibited. Any retaliatory conduct shall be considered a serious violation of this policy and shall be independent of whether a complaint of sexual harassment is substantiated. Moreover, encouraging others to engage in retaliatory conduct also violates this policy.

Examples of prohibited retaliation:

1. Unfair grading
2. Unfair evaluation
3. Unfair assignment
4. Public or private ridicule
5. Oral or written threats
6. Intimidation
7. Destruction of property

8. Further harassment

Complaints

Individuals who have been subjected to discriminatory harassment have an obligation to immediately report the incident or incidents to their immediate supervisor or the district's Affirmative Action Director, who is also the district's Title IX Coordinator. Complaints alleging failure to comply with applicable state and federal laws and regulations and/or alleging discrimination, harassment, intimidation, or bullying will be processed in accordance with the district's Uniform Complaint Policy and Procedure and in accordance with the procedures set out in 5 CCR 4600-4687. Copies of the district's complaint procedures shall be available free of charge. The district's Affirmative Action Office shall have available information on the rules and procedures for reporting charges of sexual harassment and pursuing available remedies.

The procedure set forth pursuant to the district's Uniform Complaint Policy and Procedure does not deny the right of any individual to pursue other avenues of remedy under the jurisdiction of any state or federal law.

The confidentiality of the reporting or complaining party will be observed provided it does not interfere with the district's ability to investigate or take corrective action and shall remain confidential, as appropriate.

School personnel who witness acts of discrimination, harassment, intimidation, or bullying based on actual or perceived characteristics, as specified in this policy, are required to take immediate steps to intervene when safe to do so.

Notifications

Pursuant to Educational Code 231.5, a copy of this policy will be displayed in a prominent location in the main administrative building or other areas of the school site or campus. A prominent location is a location or those locations in the main administrative building or other areas where notices regarding the district's rules, regulations, procedures, and standards of conduct are posted including offices, staff lounge and pupil government meeting rooms.

Also, a copy of this policy will be provided to each person employed by the school district at the beginning of the first quarter or semester of the school year, or at the time that a new employee is hired. A copy of the district's written policy on sexual harassment shall appear in any publication of the district that sets forth the comprehensive rules, regulations, procedures and standards of conduct for the district.

Site administrators or immediate supervisors who receive a sexual harassment incident report from any employee, non-employee or the public are required to submit a report to the Affirmative Action Office in order for the Affirmative Action Office to maintain a record of complaints. Also any bullying incident report covered under this policy shall be reported to the Affirmative Action Office to maintain a record of complaints and their resolution.

Training

By January 1, 2006, and every two years thereafter, the Superintendent or designee shall

Board of Education Meeting Minutes
November 6, 2018

ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All newly hired or promoted supervisory employees shall receive training within six months of their assumption of the supervisory position. (Government Code 12950.1)

The district's training and education program for supervisory employees shall include information and practical guidance regarding the federal and state statutory law on the prohibition against and the prevention and correction of sexual harassment and the remedies available to the victims of sexual harassment in employment. The training shall also include practical examples aimed at instructing supervisors in the prevention of harassment discrimination, harassment, intimidation, or bullying and retaliation. (Government Code 12950.1)

The district's Affirmative Action Director or designee is responsible for ensuring school district compliance with the requirement of Chapter 5.3 (commencing with Section 4900) of Division 1 of Title 5 of the California Code of Regulations and Chapter 2 (commencing with Section 200).

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

7287.6 Terms, conditions and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age discrimination in federally assisted programs

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

Board of Education Meeting Minutes
November 6, 2018

- 100.6 Compliance information
- 104.7 Designation of responsible employee for Section 504
- 104.8 Notice
- 106.8 Designation of responsible employee and adoption of grievance procedures
- 106.9 Dissemination of policy
- 110.1-110.39 Nondiscrimination on the basis of age

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS
PUBLICATIONS

Notice of Non-Discrimination, August 2010

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Questions and Answers: Religious Discrimination in the Workplace, 2008

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

Policy SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

adopted: October 16, 2007 San Bernardino, California

revised: July 1, 2008

revised: March 18, 2014

13.3 Approval of the Fall 2018 California School Dashboard Local Indicators Report

Upon motion by Member Tillman, 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:

BE IT RESOLVED that all districts have until November 16, 2018 to upload their Local Indicator Reports to the California School Dashboard website.

BE IT ALSO RESOLVED that the California Department of Education suggests that the findings contained in the Fall 2018 California School Dashboard Local Indicators Report be reported at a regularly scheduled Board of Education meeting.

BE IT ALSO RESOLVED that San Bernardino City Unified School District reports a score of “Met” for each of the following Local Indicators:

- Priority 1: Appropriately assigned teachers, Access to Curriculum Aligned Instructional Materials, and Safe, Clean, Functional School Facilities
- Priority 2: Self-Reflection Tool for Implementation of State Academic Standards
- Priority 3: Self-Reflection Tool for Parent Engagement

Board of Education Meeting Minutes
November 6, 2018

Priority 6: School Climate

Priority 7: Self-Reflection Tool - Access to a Broad Course of Study

Priority 4, Student Achievement; Priority 5, Student Engagement; and Priority 8, Outcomes in a Broad Course of Study are state indicators and are not reported locally by the District.

BE IT FURTHER RESOLVED that the Board of Education approves the Local Indicator Report results.

13.4 Consideration and Approval of the Amendment to Employment Contract, Superintendent
Upon motion by Member Gallo, seconded by Member Wyatt, and approved by the affirmative vote of Members Flores, Gallo, Hill, Medina, Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

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.

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

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

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.

13.6 Consideration and Approval of the Amendment to Employment Contract, Assistant Superintendent, Continuous Improvement

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

Under the existing contract language, the term of employment for the Assistant Superintendent, Continuous 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, Continuous Improvement.

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

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

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.

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

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.

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

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

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

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

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.

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

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

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.

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

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

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

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.

13.12 Resolution of Approval for Renewal of the Charter Petition of iEmpire Academy by the Governing Board of Trustees of the San Bernardino City Unified School District

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

WHEREAS, 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 or about September 1, 2009, the Board of the District approved the Charter for the Real Journey Academies – Excel Prep Charter School (“RJA-Excel”) for a five (5) year term ending June 30, 2014; and

Board of Education Meeting Minutes
November 6, 2018

WHEREAS, during the 2013-14 school year Real Journey Academies (“RJA”) became the charter management organization for Excel Prep Charter School (“Excel”). As a result of this arrangement, RJA now oversees all fiscal and operational aspects of Excel and New Vision Middle School; and

WHEREAS, on or about June 17, 2014, the Governing Board of the District approved the renewal of the Charter for RJA-Excel for a five (5) year term ending June 30, 2019; and

WHEREAS, a charter petition and supporting documentation (“Charter”) were submitted to the District requesting to renew the Charter on September 7, 2018, for a five-year term of July 1, 2019 through June 30, 2024 under the proposed name of iEmpire Academy (“iEmpire” or “Charter School”); and

WHEREAS, in compliance with California Education Code Sections 47605 and 47607 and California Code of Regulations, Title 5, Section 11966.4, the 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

WHEREAS, a public hearing on the provisions of the renewal Charter was conducted on October 2, 2018, pursuant to Education Code Section 47605, at which time the 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 determined that certain changes and revisions to the Charter were necessary in order to support the requested Charter renewal. The District administration worked collaboratively with iEmpire 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 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 Board has considered increases in pupil academic achievement for all groups of pupils served by iEmpire as the most important factor in determining whether to grant iEmpire’s renewal request; and

WHEREAS, in accordance with California Code of Regulations, Title 5, Section 11966.4(b)(1), in considering iEmpire’s Charter the Board considered the past performance of iEmpire’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 AND ORDERED AS FOLLOWS, that the Board of the San Bernardino City Unified School District finds the above listed recitals to be true and correct and incorporates them herein by this reference.

BE IT FURTHER RESOLVED AND ORDERED that the Board hereby extends the Charter for a five (5) year term commencing on July 1, 2019 and ending on June 30, 2024. The Charter being approved and extended is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED this 6th day of November, 2018 by the Board of the San Bernardino City Unified School District at the regular Board meeting.

13.13 Approval of the Memorandum of Understanding By and Between the San Bernardino City Unified School District and iEmpire Academy

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

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

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

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

I. TERM

This MOU shall run from July 1, 2019 through June 30, 2024, unless either party provides the other with a thirty-day written notice of intent to terminate the agreement, or unless otherwise renewed by Agreement of the Charter School and the District, although any payments remaining outstanding after the end of the term shall remain due and payable pursuant to the terms of this MOU.

II. SPECIAL EDUCATION SERVICES/504

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

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

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

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

The Charter School will use District forms to develop, maintain, and review assessments and Individual Education Programs (“IEP”) in the format required by the District and in

accordance with District policies and procedures. The Charter will maintain copies of assessments and IEP materials for District review upon request.

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

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

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

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

2. *Transferring Students*

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

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

3. *Assessments*

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

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

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

4. *Alternative Placements*

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

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

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

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

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

5. *Least Restrictive Environment*

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

6. *Staffing Requirements*

The Charter School shall provide planned staff development activities and participate in available appropriate District/SELPA trainings to support access by students with disabilities to the general education classroom, special education, including the IDEA, general education curriculum, integration of instructional strategies and curriculum adaptations to address the diverse learner, and interaction with non-disabled peers. The

District shall make staff development activities related to special education available to Charter School staff in the same manner as made available to other public schools of the District, and shall provide reasonable advance written notice of such activities to the Charter School.

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

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

7. *Student Discipline/Inclusion*

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

8. *Procedural Safeguards/Due Process Hearings*

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

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

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

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

9. *Complaints*

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

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

10. *Funding of Special Education Services*

As the Charter School is currently deemed a public school of the District for purposes of special education pursuant to Education Code Section 47641(b), the District and the Charter School are to assume their equitable share of providing services to special education students and therefore assume their equitable portion of SELPA-wide costs

related to serving special education students. Further, schools, whether District or Charter, generate special education revenue, including general purpose block grant funds for students in special day programs, and Assembly Bill (“AB”) 602 and Federal IDEA funds for all students. The District shall base special education pass through revenues upon the District SELPA prior year statewide target rate (“STR”) and projected Charter ADA until official P2 rates are published. The District shall distribute to the Charter School all IDEA and AB 602 funds generated by Charter School students within ten (10) school days of its regular apportionment less 7.5%. This amount shall be retained by the District to cover the cost of the District’s responsibilities under this Agreement.

11. *District Responsibilities Relating to Charter School Special Education Program*

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

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

12. *Indemnification*

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

To the fullest extent permitted by law, the District agrees to indemnify, defend, and hold harmless the Charter School and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter “Charter School” and “Charter School Personnel”) against any and all actions,

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

13. *Accounting and Dispute Resolution*

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

III. NOTICES

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

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

The Charter School:
iEmpire Academy
2050 Pacific Street
San Bernardino, CA 92404

IV. MODIFICATIONS

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

V. CONSTRUCTION AND ENFORCEMENT

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

VI. ENTIRE AGREEMENT

This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto, exclusive of the terms of the Charter. All prior

representations, understandings and/or agreements, exclusive of the terms of the Charter, are merged herein and are superseded by this MOU.

VII. INVALIDITY OF PROVISIONS OF THIS MOU

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

VIII. CONFLICTS

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

IX. ASSIGNMENT

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

X. NO WAIVER

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

XI. SURVIVAL

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

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

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

13.14 Resolution of Approval for Renewal of the Charter Petition of New Vision Middle School by the Governing Board of Trustees of the San Bernardino City Unified School District

Upon motion by Member Hill, 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 or about April 7, 2009, the Board of the District approved the Charter for the Real Journey Academies – New Vision Middle School (“RJA-NVMS” or “Charter School”) for a five (5) year term ending June 30, 2014; and

WHEREAS, on or about June 17, 2014, the Board of the District approved the renewal of the Charter for RJA-NVMS for a five (5) year term ending June 30, 2019; and

WHEREAS, a charter petition and supporting documentation (“Charter”) were submitted to the District requesting to renew the Charter on September 7, 2018, for a five-year term of July 1, 2019 through June 30, 2024; and

WHEREAS, in compliance with California Education Code Sections 47605 and 47607 and California Code of Regulations, Title 5, Section 11966.4, the 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

WHEREAS, a public hearing on the provisions of the renewal Charter was conducted on October 2, 2018, pursuant to Education Code Section 47605, at which time the 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 determined that certain changes and revisions to the Charter were necessary in order to support the requested Charter renewal. The District administration worked collaboratively with RJA-NVMS 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 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

Board of Education Meeting Minutes
November 6, 2018

WHEREAS, in accordance with Education Code Section 47607(a)(3)(A), the Board has considered increases in pupil academic achievement for all groups of pupils served by RJA-NVMS as the most important factor in determining whether to grant RJA-NVMS's renewal request; and

WHEREAS, in accordance with California Code of Regulations, Title 5, Section 11966.4(b)(1), in considering RJA-NVMS's Charter the Board considered the past performance of RJA-NVMS'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 AND ORDERED AS FOLLOWS, that the Board of the San Bernardino City Unified School District finds the above listed recitals to be true and correct and incorporates them herein by this reference.

BE IT FURTHER RESOLVED AND ORDERED that the Board hereby extends the Charter for a five (5) year term commencing on July 1, 2019 and ending on June 30, 2024. The Charter being approved and extended is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED this 6th day of November, 2018 by the Board of the San Bernardino City Unified School District at the regular Board meeting.

13.15 Memorandum of Understanding By and Between the San Bernardino City Unified School District and New Vision Middle School

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

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

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

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

XII. TERM

This MOU shall run from July 1, 2019 through June 30, 2024, unless either party provides the other with a thirty-day written notice of intent to terminate the agreement, or unless otherwise renewed by Agreement of the Charter School and the District, although any payments remaining outstanding after the end of the term shall remain due and payable pursuant to the terms of this MOU.

XIII. SPECIAL EDUCATION SERVICES/504

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

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

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

student otherwise eligible to enroll in their Charter School will be denied enrollment on the basis of their special education status.

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

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

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

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

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

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

2. *Transferring Students*

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

For students transferring to the Charter School from other school districts, the Charter School shall provide a comparable program to that set forth in the student’s last agree upon and implemented IEP, including related services, for the first thirty (30) days after

enrollment, unless otherwise agreed in writing by the parent/legal guardian and Charter School. IEP team meetings for such students will be held, during which the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law within thirty (30) days of the student's enrollment in accordance with state and federal law.

3. *Assessments*

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

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

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

4. *Alternative Placements*

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

The Charter School will contact the District to discuss placement and service alternatives for a student who requires a more restrictive setting. Charter School IEP teams will

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

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

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

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

5. *Least Restrictive Environment*

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

6. *Staffing Requirements*

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

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

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

7. *Student Discipline/Inclusion*

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

8. *Procedural Safeguards/Due Process Hearings*

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

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

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

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

9. *Complaints*

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

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

10. *Funding of Special Education Services*

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

11. *District Responsibilities Relating to Charter School Special Education Program*

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

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

12. *Indemnification*

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

education services by the Charter School pursuant to this MOU. Charter School's obligation to indemnify, defend, and hold harmless the District and District Personnel, as set forth herein, shall survive the revocation, expiration, termination, or cancellation of the Charter School's Charter or any other act or event that would end Charter School's right to operate as a charter school pursuant to the Charter School's Charter or cause Charter School to cease operations.

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

13. *Accounting and Dispute Resolution*

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

XIV. NOTICES

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

The District:

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

The Charter School:

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

XV. MODIFICATIONS

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

XVI. CONSTRUCTION AND ENFORCEMENT

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

XVII. ENTIRE AGREEMENT

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

XVIII. INVALIDITY OF PROVISIONS OF THIS MOU

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

XIX. CONFLICTS

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

XX. ASSIGNMENT

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

XXI. NO WAIVER

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

XXII. SURVIVAL

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

Each person below warrants and guarantees that he/she is legally authorized to execute

this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement. This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

13.16 Resolution for Support of Application for Career Technical Education Facilities Program
Upon motion by Member Flores, seconded by Member Wyatt, and approved by the affirmative vote of Members Flores, Gallo, Hill, Medina, Rodgers, Tillman, and Wyatt (Noes: None), the following was adopted:

BE IT RESOLVED, that the Board of Education accepts and acknowledges that the below applies to the Support of Applications for Career Technical Education Facilities Program.

Pursuant to Article 13, Chapter 12.5, Part 10, Division 1, commencing with Section 17078.70 et. seq; the Board of Education of the San Bernardino City Unified School District hereby acknowledges the following:

(1) the Board of Education acknowledges that a condition of processing the various applications under the Career Technical Education Facilities Program will be a resolution in support of those applications from the San Bernardino City Unified School District Board of Education and signatures of the San Bernardino City Unified School District Administration; and

(2) the Board of Education acknowledges that a Career Technical Education Facilities Program funding may be utilized for the purpose of constructing new facilities or reconfiguring existing facilities, including, but not limited to, purchasing equipment with an average useful life expectancy of at least ten (10) years, to enhance educational opportunities for pupils in existing high schools in order to provide them with the skills and knowledge necessary for the high-demand technical careers of today and tomorrow; and

(3) the Board of Education acknowledges the San Bernardino City Unified School District wishes to submit one or more applications under the Career Technical Education Facilities Program at the following comprehensive high school sites:

Pacific High School – Digital Arts Academy
Pacific High School – Biomedical Academy
San Gorgonio High School – Culinary Arts/Hospitality Academy

(4) the Board of Education acknowledges that the District Superintendent or designee is in support of the above applications and any other applications under the Career Technical Education Facilities Program and that District's Director, Facilities Planning

Board of Education Meeting Minutes
November 6, 2018

and Development, and the District’s Chief Business Officer are authorized to sign all documents and papers associated with the applications for funding:

Thomas Pace, Director, Facilities Planning and Development
Jayne Christakos, Chief Business Officer

13.17 Board On-Going Initiatives

Upon motion by Member Tillman, 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:

Initiative	Assigned to	Action
SBCUSD Welcoming Resource Center (Centralized Services Facility)	L. Perez	Quarterly Updates: 07/24/18 COMPLETED 10/16/18 COMPLETED 01/22/19 04/23/19
African American Student Achievement	K. Mitchell	Biannual Updates: 10/16/18 04/23/19
Mental Health	L. Perez	Quarterly Updates: 09/18/18 COMPLETED 12/11/18 03/12/19 06/18/19
Grading Practices Committee Dashboard	K. Mitchell	Quarterly Updates: 07/24/18 COMPLETED 01/22/19 04/23/19
Citations Database	J. Paulino	Monthly Updates: 07/24/18 COMPLETED 09/18/18 COMPLETED 11/06/18 COMPLETED 12/11/18
Safe Routes to School	J. Paulino	Quarterly Updates: 12/11/18 03/12/19 06/18/19
Family Engagement Strategic Plan	L. Perez	Quarterly Updates: 08/21/18 COMPLETED 11/06/18 COMPLETED 02/19/19 05/21/19
Later Start Times for Secondary Sites	H. Vollkommer	Quarterly Updates: 12/11/18 03/12/19 06/18/19
Counseling Reports (with specific data sets; strategies to meet student needs)	L. Perez	Quarterly Updates: 08/21/18 COMPLETED 11/06/18 02/19/19 05/21/19

Board of Education Meeting Minutes
November 6, 2018

13.18 Board Top 10

Upon motion by Member Tillman, 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:

	Date of Request	Question/Request	Requested by	Assigned to	Anticipated Completion Date/Remarks/Action
1	02/18/14	Create Programs of Excellence at other schools (ex: Richardson) to eliminate lottery waiting and that will include additional components	Mrs. Medina Mrs. Rodgers	K. Mitchell H. Vollkommer	03/16-03/18: Focus Group Preparing Action Steps
2	05/16/17	Provide information regarding Arrowhead Grove and potential changes to Sierra HS and Roberts ES	Mr. Gallo	K. Mitchell H. Vollkommer	10/16/18
3	02/20/18	Engagement of Student Internships w/District's Operations departments	Mr. Gallo	K. Mitchell	10/16/18
4	04/17/18	From Student Achievement Pres, 4/17/18: ELPI & Reclassification/Multilingual Initiative: Data by grade and school Academic Indicators: (English/Language Arts, Math)	Dr. Flores	K. Mitchell	01/08/19 Student Achievement Presentation
5		TBD			
6		TBD			
7		TBD			
8		TBD			
9		TBD			
10		TBD			

13.19 Board Follow Up

Upon motion by Member Tillman, 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:

	Date of Request	REQUESTS/QUESTIONS FOR FOLLOW UP	Requested By
BUSINESS SERVICES – MRS. CHRISTAKOS			
1	10/02/18	Provide watering schedules (compliance with restrictions)	Mrs. Rodgers
2	10/02/18	Clarify how the Empty Seat program works	COMPLETED
3	09/18/18	Develop a process for establishing a budget for Board “wish list”	Dr. Hill
4	09/18/18	Check the gating system at San Bernardino HS	Mrs. Rodgers
5	09/18/18	Establish/advertise the “go to” staff at schools for Chromebooks	Mr. Tillman
6	08/21/18	Review school murals policy for possible revision (students’ painting)	Dr. Flores
7	08/07/18	Explore a District-wide recycling program	Mrs. Medina
8	08/07/18	Explore shade structure needs at school sites	Dr. Flores
9	07/24/18	Add potential cost of middle school gyms to Facilities Master Plan	Mrs. Rodgers
COMMUNICATIONS – MRS. BARDERE			

Board of Education Meeting Minutes
November 6, 2018

	Date of Request	REQUESTS/QUESTIONS FOR FOLLOW UP	Requested By
1	09/04/18	Explore possibility of mailing out Community Report Card with students' report cards; consider a new name for the report card; ensure students are aware of new report card/data	Mr. Gallo Dr. Wyatt Ms. Parafina Ms. Middleton
COMMUNITY ENGAGEMENT – MRS. ONTIVEROS			
1	09/18/18	Pursue Generation Go internship opportunities for students	Mr. Tillman
2	08/07/18	Clarify process for communicating with parents/students regarding SB Promise with CSUSB	Mrs. Rodgers
CONTINUOUS IMPROVEMENT – DR. MONÁRREZ			
1	09/18/18	Maximize career pathway/A-G opportunities for Special Ed students	Mrs. Medina
2	09/04/18	Provide update, including areas for growth, on the Special Education Summer Internship program	Mr. Gallo
DEPUTY SUPERINTENDENT – DR. VOLLKOMMER			
EDUCATIONAL SERVICES – DR. MITCHELL			
		CAASPP Student Achievement Presentation: a) Include accountability measures in Student Achievement Next Steps b) Include separate data for EL and RFEP students in all data sets	Dr. Flores
1	10/16/18		
2	10/16/18	Provide report on the additional funding for Holcomb ES IB program	Mr. Tillman
3	10/16/18	Explore Summer School options, including Options for Youth proposal	Mr. Tillman
4	10/16/18	Provide information on the \$800,000 distribution to Career Pathways	Dr. Flores
5	10/16/18	Provide information related to periodic charter school audits	Dr. Flores
6	10/16/18	Delineate the proposed number of additional OGs and cost	Mrs. Rodgers
7	10/02/18	Provide information re: progression/continuity of Dual Immersion programs	Mrs. Rodgers
8	09/18/18	Public Hearing: K12 Textbook/Instruction Materials. Capture recommendations for English Learner and Special Education next year	Dr. Flores Mr. Gallo
9	09/18/18	Re: SB2735. What funds are associated with it and determine how to support MS/HS English learners, including Remedial Math placement	Dr. Flores Mrs. Medina
10	09/18/18	Review PE uniform loaner program at MS/HS levels	Mr. Tillman
11	09/18/18	Explore ZSpace vendor program (possible career pathway)	Mr. Gallo
12	09/18/18	Conduct a similar WestEd study (like Special Ed) for EL students	Dr. Flores
13	09/04/18	Provide update on AB2635 re: lowest performing student subgroup(s)	Mrs. Rodgers
14	09/04/18	Provide update re: transitional programs (e.g: 6-7, 8-9 grades)	Mrs. Rodgers
15	08/07/18	Prepare mediated structure matrix for all schools (like Curtis & Cole)	COMPLETED
16	08/07/18	Mechanism to measure growth of individual students	Mr. Gallo
17	07/24/18	Update on Richardson/waiting list schools	Mr. Tillman Dr. Wyatt
18	07/24/18	Develop matrix of internal instructional programs, including Career Pathways	Mr. Gallo
19	07/10/18	Provide year-end report on Charter schools based on 16 elements	Dr. Flores
	06/05/18	Provide annual Charter schools report	Dr. Flores
HUMAN RESOURCES – DR. WISEMAN			
1	10/16/18	Develop “mini dashboard” on Prime Evaluator list	Dr. Flores
SCHOOL POLICE – CHIEF PAULINO			
1	10/02/18	Work with City on traffic issues on Pacific Avenue (Dr. Marsden)	Dr. Flores Dr. Wyatt

Board of Education Meeting Minutes
November 6, 2018

	Date of Request	REQUESTS/QUESTIONS FOR FOLLOW UP	Requested By
2	09/18/18	Review/remedy CSO staffing at Del Vallejo MS	Mr. Tillman
3	07/24/18	Provide ideas to decrease trespassing citations	Mrs. Rodgers
STUDENT SERVICES – DR. PEREZ			
1	08/21/18	Safe Routes to School: limit the # of safe routes to those we can manage well; make sure School Police supports efforts; work with City/contractor to ensure routes are clean; consider Meghan’s Law; work with Sandals Church as partner; team recognition.	Mr. Tillman Mrs. Medina Dr. Wyatt
2	08/21/18	Explore the Give Back program	Dr. Hill
3	08/07/18	Recognize schools with significant drops in suspension rates	Dr. Flores
4	08/07/18	Report on Chronic Absenteeism	Board
5	08/07/18	Work with counselors on scheduling awareness (ex: two career pathways vs college prep)	Mrs. Rodgers
6	08/07/18	Investigate a “hybrid” program (traditional/independent study) for chronically absent students (continuation schools)	Dr. Wyatt
7	07/10/18	Roles/Responsibilities of Counselors Presentation: a) Provide % of seniors that have been through a Career Interest Inventory (CII); what CII platform does the District Use? b) Provide % of seniors that completed FAFSA; What community partners can assist? c) Explore program used at Moreno Valley USD: Teachers as Counselors d) Consider an “all day counseling model” e) Process for rolling out new counseling model to students	Mr. Tillman Dr. Flores Dr. Hill
8	02/20/18	Create a “roving trophy” for different categories (ex: enrollment, campus beautification)	Dr. Hill

13.20 Future Agenda Items

Upon motion by Member Tillman, 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:

Request	Date	W	SP	SA	AP	AR	PH
TSSP Schools Update	11/06/18				X		
1 st Interim Budget Report/LCAP Update	12/11/18				X		
KPI: English Learners Progress Indicator/Multilingual Initiative	01/08/19			X			
Career Pathways	01/22/19				X		
KPI: College and Career Indicators	02/05/19			X			
Safety Update	02/19/19				X		
KPI: Third Grade Reading Proficiency / Grade 8-9 Math Success Rate	03/05/19			X			
2 nd Interim Budget Report/LCAP	03/12/19				X		
KPI: Parent Engagement	04/09/19			X			
Special Education Advisory Update	04/23/19				X		
Innovation Grant Awards	04/23/19				X		
KPI: School Climate	05/07/19			X			
19-20 BOE Meeting Calendar Adoption	05/07/19					X	
Coaching Systems	05/21/19				X		
Governor’s May Revise Budget Update	05/21/19					X	
KPI: Budget/LCAP	06/04/19			X			X
Annual Service Plan & Budget Requirement (SELPA)	06/04/19						X
Balances in Excess of Minimum Reserve Requirements	06/04/19						X

Board of Education Meeting Minutes
November 6, 2018

Request	Date	W	SP	SA	AP	AR	PH
Fiscal Preliminary Budget/LCAP	06/04/19						X
Budget/LCAP Report/Adoption	06/18/19					X	

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

SESSION FOURTEEN

14.0 *Summary of Board Requests*

Dr. Vollkommer summarized the Board’s requests: Early literacy plan/Footsteps2Brilliance; English Learner data; Long Term English Learners and formative data; Ds/Fs for all core classes; Program specialists/Opportunity Gap specialists; Quarterly reports on settlements and risk management.

5.0 *Closed Session (con’t.)*

The Board adjourned to continue Closed Session from earlier in the meeting.

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

BE IT RESOLVED that the Board of Education accepts the Notice of Recommendation for Disciplinary Action and Statement of Charges to dismiss the following classified employee from his/her employment with the District.

HR-CLASS-18-19-02

BE IT RESOLVED that the Board of Education accepts the Notice of Recommendation for Disciplinary Action and Statement of Charges to suspend without pay for two (2) day the following classified employee from his/her employment with the District.

HR-CLASS-18-19-03

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

HR-CLASS-18-19-04

BE IT RESOLVED that the Board of Education accepts the Notice of Recommendation for Disciplinary Action and Statement of Charges to dismiss the following classified employee from his/her employment with the District.

HR-CLASS-18-19-05

SESSION FIFTEEN

15.0 *Adjournment*

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

At the May 1, 2018 Board Meeting, the 2018-19 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, December 11 at 5:30 p.m. in the Multi-Purpose Room, Indian Springs High School, 650 N. Del Rosa Dr., San Bernardino.