

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
Minutes of a Regular Meeting of the Board of Education

Community Room  
Board of Education Building  
777 North F Street  
San Bernardino, California

**MINUTES  
ADOPTED  
6/16/15**

May 5, 2015

Present: President Michael Gallo; Vice President Bobbie Perong; Board Members Barbara Flores, Margaret Hill; Abigail Medina, and Danny Tillman; Superintendent Dale Marsden; Deputy Superintendent Harold Vollkommer; Assistant Superintendents Kennon Mitchell, John Peukert, Perry Wiseman, and Matty Zamora; Executive Director of Community Partnerships Hector Murrieta; School Police Chief Joseph Paulino; Fiscal Services Director Janet King; and Superintendent's Assistant Carla Cross. Minutes recorded by Administrative Assistant Karen Cunningham.

**1.0 SESSION ONE - *Student Achievement Workshop***

Matty Zamora, Assistant Superintendent, Educational Services presented the Graduation Rates and Dropout Rates (PowerPoint Presentation). Lynda Savage felt it was a very good report. She did express concern about A-G classes and the music program. She stated that students had to go to summer school for P.E. Barbara Flores inquired as to whether there had been a board policy passed that addressed this and Harold Vollkommer stated that P.E. and Cadet Corps was dual credit for music/PE but that the teacher had to be credentialed in both. Dr. Flores also said that she wouldn't jump up and down until we reached 98-100% graduation for all students. She asked Barbara Richardson how we determined dropout rates. Ms. Richardson stated it is based on students without diplomas, but that GED and Special Ed were counted differently. Abigail Medina said that F's needed to be addressed and that she was glad the district was looking into grading. She asked that Ed Trust West be included in the Grading Policy Committee. With the new implementations at sites she asked who would be monitoring the sites. Gonzalo Avila said that Educational Services tracks every student then gives information to the sites. Principals are 100% responsible along with their staff's assistance. Mrs. Medina also asked if there were support systems for APEX. Mr. Avila stated it was online but technical. APEX is more rigorous and they are meeting with sites for feedback. There will be a period of adjustment. She also asked how many students were in AVID. Mr. Avila stated there was 300-400 8<sup>th</sup> graders going to 9<sup>th</sup> grade at three high schools: Pacific, Indian Springs, and San Gorgonio. Dr. Marsden closed the workshop, stating that at the next board meeting, staff and partners would bring back best practices on the same topic.

**2.0 SESSION TWO - *Opening***

**2.1 Call to Order**

Vice-President Perong opened the meeting at 5:35 p.m. President Michael Gallo arrived at 5:40 pm; Margaret Hill arrived at 5:45 pm; and Danny Tillman arrived at 5:57 pm.

**2.2 Pledge of Allegiance to the Flag**

Indian Springs High School senior Vivyonnecharnyse Warren led the Pledge of Allegiance.

**2.3 Adoption of Agenda**

The Gente Organizada presentation (7.1) was approved to be moved forward to directly after the Key Performance Indicators presentation (4.1).

Upon motion by Member Savage, seconded by Member Perong, and approved by the affirmative vote of Flores, Medina, Perong, and Savage (Noes: None), (Absent: Gallo, Hill, Tillman) the agenda was adopted as presented.

#### 2.4 Inspirational Reading – Dale Marsden

Dr. Dale Marsden presented the infographic created by the Communications Office. He spoke on our graduation rates, stating that this was the first time since the 1970s that the district's graduation rates, 79.9%, were higher than San Bernardino County's rates and that we were close to the state rate of 80.8%.

### **3.0 SESSION THREE - *Special Presentations***

#### 3.1 Student Report/School Showcase

Indian Springs High School senior Vivyonnecharnyse Warren reported on activities at all high schools. Dr. Alan Kay, ISHS principal, introduced their choir who performed several songs under the direction of Gregg Kay. After the performance, Dr. Marsden complimented Dr. Kay on his Health Career Academy. Dr. Kay has spent hundreds of hours working on it with Loma Linda University.

#### 3.2 Recognition of National School Nurse Day

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

BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District does take this opportunity to celebrate and acknowledge the accomplishments of school nurses and recognizes May 6, 2015, as National School Nurse Day.

#### 3.3 Recognition of Day of the Teacher

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

BE IT RESOLVED that the members of the Board of Education of the San Bernardino City Unified School District, acting on behalf of the residents of the City of San Bernardino, take this opportunity to express their gratitude and appreciation to the teachers of the School District for their service, dedication, and professional excellence in providing quality education to every student in this school system; and

BE IT FURTHER RESOLVED that May 8, 2015, be declared a day to honor and express appreciation to all members of the teaching staff of the District schools.

#### 3.4 Recognition of Classified Employee Appreciation Week (May 17-23, 2015)

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

BE IT RESOLVED that the members of the Board of Education of the San Bernardino City

Unified School District acknowledge the contributions of the District's classified employees and express the appreciation of the School District and the community for these important services; and

BE IT FURTHER RESOLVED that the Board of Education designates May 17-23, 2015, as a period of time set aside to spotlight the accomplishments of our classified employees.

#### **4.0 SESSION FOUR – *Student Achievement***

##### **4.1 Key Performance Indicators – Graduation and Drop-Out Rates**

Executive Director, Gonzalo Avila, Sandy Summers, San Bernardino High School counselor, Pacific High School principal, Hector Vasquez, and parent Mrs. Felix again presented the graduation and dropout rates from the earlier workshop. The graduation rate increased by 4.4% and the dropout rate declined 2.2%. Danny Tillman stated that we needed to be clear on what we were proposing and to make sure what credits were needed for college. He suggested comparing with other districts. Margaret Hill wanted to make sure that parents not only had access to Aeries, but that they were instructed on how to use it. Barbara Flores suggested that students, principals, teachers and counselors take a look at the effects of the policy. Students and teachers need support with APEX, there are only 330 licenses, and more are needed.

#### **7.0 SESSION SEVEN - *Administrative Presentation*** (Moved forward)

##### **7.1 Gente Organizada Presentation**

Angel Garcia and Jesus Sanchez presented a PowerPoint presentation highlighting their proposal to the district. They presented their organization's experience; TAKE; School Day, After School and summer academic support and programming; and outcomes. Margaret Hill asked about the education of the staff and it was stated that part time staff would be para-professionals and full time staff would have education experience with some bachelor degrees – they are hiring and expanding their team. Mrs. Hill also expressed the importance of hiring within San Bernardino. Abigail Medina asked what a typical afterschool day would be like. It would depend on each students' needs. Gente will maintain 20-1. She questioned the funding and they stated they would revise the proposal, basing on per student. Danny Tillman questioned per student and said that we should be invoiced, they said they could do that. Mr. Tillman asked about pulling students out of class. Gente said they would work with site staff to determine how/when to take students out of class but they would also work in the classrooms at various sites. Barbara Flores stated that this program fits into the district's "next steps" and it will be helping support teachers in the classrooms and she welcomed their experience. Bobbie Perong asked who identifies which students get their assistance. Staff would identify. It is a data driven program. Mrs. Perong questioned the effectiveness of taking students out of classes. They will work with teachers on this. They will also be available during lunchtime if needed. She also had a major concern about staff credentials-not everyone can teach. They will collaborate with staff to evaluate Gente staff and Gente will evaluate them throughout the year. When asked about working with parents they stated they would build bridge with them. It will be their responsibility to purchase licenses. Lynda Savage mentioned she liked extended hours afterschool but was concerned with during school hours and had a major concern about the cost. She felt the district could do the very same thing with the \$800,000 and that we have been doing so over the past couple of years and wants to continue to do that.

#### **SESSION SIX – Public Comment**

##### **6.0 *Public Comment***

Sergio Luna, ICUC, stated that he wasn't against Gente, just unclear about the process and accountability. ICUC fighting for English Learners, Low Income, Foster Youth – how will funds be allocated?

Mrs. Negrete, parent, quoted Gente's mission statement. Said they fail to be transparent. Not asked for input. She was upset that she was not invited to the Latino Advisory. Most DELAC members were not behind Gente program. We should focus on enriching the programs we have. CAHSEE will possibly be stopped for three years.

Fabiola Cardenas, parent, is frustrated and stated that the district is not listening to her or other parents. She is very worried about the Gente program.

San Gorgonio student spoke that they already have programs at schools.

Elizabeth Romero, parent, said she agreed with other speakers. Money won't be used correctly.

Dr. Elsa Valdez stated that LULAC supports position and passed out letter. She said that the district was still not meeting requirements. We need to do something else. Still not raising A-G rates. Yes, we have good programs but still need assistance. Most are African Americans and Latinos not meeting rates.

Teresa Alba stated 90% of the parents approved after Gente presented to DELAC. Past five years the district not growing. In 2013 only 1% met A-G. English Learners – 8% lower. Gente comes with a plan, promises—the district does not. Every project has a risk. It is a lot of money but it is worth it if they can increase 8%. The district has taken risks in the past. With this everyone gains, especially our students. Please don't leave them behind. Mike Gallo asked if DELAC was officially endorsing Gente. Mrs. Alba said yes.

Israel Orozco, Belvedere student and his mother, Marjorie Orozco spoke. Most students don't graduate with the requirements to go to university. Mrs. Orozco said that she didn't want her child to not meet those requirements. Lot of kids are behind and need tutoring.

Mrs. Cisneros-Felix, parent, wants to see more improvement. Her student will take five years for her bachelor's degree. All programs are not working – teachers are tired, lost their passion maybe? Kids need this tutoring. Take a chance.

Rosa Loera, parent, said kids need tutoring. They don't even know what A-G is. Do a questionnaire to kids. She supports Gente.

Graciano Gomez said that Al Karnig indicated that a low number of students went to Cal State. We need every program we can get to advance our students to go to universities/colleges.

Danny Tillman commented that there is tension on this topic and we needed to ensure we have fair processes. They didn't take time to get key people involved and didn't bring Gente before the board correctly, which puts the board in a difficult position. Dissenters didn't feel it was a fair process.

Barbara Flores piggy-backed off Mr. Tillman's comments. She said the Latino Advisory brought Gente to DELAC, then brought it to Cabinet. She reiterated what Ms. Alba said – we

want everyone to be successful. Gente is a possibility to build relations with students and parents. It is an opportunity to support, invest in students.

Mike Gallo commented that he didn't think that we had a solicitation process but that we do vet unsolicited proposals.

Dale Marsden said Gente was recommended by DELAC and the original proposal was for \$2.7 Million. Cabinet brought forward to the board a more reasonable program. Mr. Tillman asked if another proposal came up who would vet? Dr. Marsden said a collective body would be formed to vet any future proposals. Mr. Tillman said all Latino groups should be involved. Barbara Flores stated that African Americans have separate entities and we did not vet them, they were brought separately for consideration. We never saw proposals, we just took the risk. Mr. Tillman said he wanted all groups involved.

Mike Gallo stated that LULAC, DELAC, and Latino Advisory support Gente. Margaret Hill said that the African American community supports COPE, Young Visionaries and that 100% of the community needs to support. Dr. Flores said that she admired the African American community. In the sixties you four and learned to get along. The Latino community is very diverse with many groups, many differences, different factions.

Regina Hernandez, student advocate, said that there were 15 Christian clubs in the district. They meet with gang students, prostitutes, learn about Jesus, discuss anger issues, go to church, prayer, and healing. She said many students have issues – they are hurting, life falling apart and they appreciate having a place to go to. She spoke about girls being trafficked and Dr. Flores asked how many. Ms. Hernandez said five that she was aware of. She said we need to take action and she had a plan if the board wanted to hear more. Dr. Marsden referred her to Carla Cross to take information.

A representative with Ballington Charter said that they looked forward to working with the community.

Luis Reyes, student at Gomez Elementary School on behalf of Kimberly Sierra read her award winning essay on Dolores Huerta, a labor leader and civil rights activist.

Joseph Williams commented that we all need to be mindful when we talk about race. Some comments made sounded like it was African Americans against Latino. This doesn't need to be a competition, we need to concentrate on our students. We shouldn't sound like we are fighting against one another. Help us all come together. Dr. Flores stated that comments she made were just an analogy, she was not pitting one against the other. Mrs. Perong said that we need to look at all students. Dr. Flores said Gente would work with all students.

Nancy Sanchez-Spears spoke about her concerns regarding enrollment projections. One school has a class begin with 53 students and two combo classes. Why not at 6<sup>th</sup> grade start with 26/27? Where's the rule that they must start at capacity? Why not smaller classes? Larger classes are overwhelming when coming from QEIA. It is just not her site with these concerns.

A short break was taken between Public Comments and Reports/Comments.

## **5.0 SESSION FIVE - *Reports and Comments***

### 5.1 Report by San Bernardino Teachers Association

Robert Rodriguez, SBTA president, handed out packets regarding upcoming Monte Awards and gave each board member and the superintendent “Day of the Teacher” pins. He stated that SBTA does support community programs but needed to be fiscally responsible. They take no position one way or another. They are looking for unity, 20-1 staffing, emphasis on CAHSEE. Need to build capacity, class size is a concern – K-3, 25-1; upper grades, 33-1.

### 5.2 Report by California School Employees Association

Carl Greenwood said that CSEA members had voted last Wednesday. With 1400 active members, 706 came out to vote. They haven’t had this turnout in over ten years. By working as professionals they got the job done as one team. We can do more together than apart.

### 5.3 Report by Communications Workers of America

No report given.

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

Officer Alex Raya wanted to thank Bobbie Perong for being a strong supporter. Also, congratulated the district on their graduation rates.

### 5.5 Report by San Bernardino School Managers

No report given.

### 5.6 Board Protocol Discussion – First Protocol

Dr. Marsden said that they would have one board/superintendent protocol at every board meeting as a way to keep them in mind by the board.

### 5.6a Comments by Board Members

Lynda Savage said she attended San Bernardino Rotary, 9-12 grade leadership last Tuesday. Margaret Hill attended reclassification ceremony at Indian Springs High School; the San Bernardino County’s Spring Awards; and San Andreas scholarship ceremony where Richardson PREP’s band played. She said that Senator Mike Morrell spoke to her and said how impressed he was with the band. Bobbie Perong wanted to know when the math materials would be delivered to teachers. Gonzalo Avila said that the majority of sites had already received them. She was concerned about teachers getting two student teachers in one year. Abigail Medina said she attended the Latino Book/Family Literacy Fair and that several district elementary students won awards. Barbara Flores said she also attended the Book Fair at San Bernardino High School. Next year she hopes we will support with busses. She also asked how many graduates got diplomas/certificates and how many completed A-G. She said we need to buy transportation for Chavez’ drumline. Danny Tillman said that mothers were the most important people in students’ lives. Happy Mother’s Day to all moms. Mike Gallo said that he was working with the City and that they plan to present to bankruptcy court. It’s important work that affects our entire city. Student achievement is paramount. It leads us to prosperity for the City.

### 5.7 Board Committee Reports

No reports.

### 5.8 Comments by Superintendent and Staff Members

Dr. Marsden mentioned Serrano Middle School won the 2015 Gold Ribbon Award. He said this raised property values around the school by 7% - great for the City. On May 4<sup>th</sup> the Superintendent’s Latino Advisory meeting was held. They are continuing to focus our work for

Latino students and will meet on a quarterly basis and twice annually for a combined meeting. The Century Club meeting will be on May 8<sup>th</sup> as well as the Making Hope Happen Foundation Gala. There are over 175 guests expected to attend and there will be a student art auction.

5.9 Book Study – *Making Hope Happen*, “The Present Is Not What Limits Us”  
 Due to the latest of the meeting, the book study will be pushed to the following meeting.

**8.0 SESSION EIGHT - *Administrative Reports***

8.1 Adoption of 2015-16 Middle College High School Calendar  
 The proposed 2015-16 Middle College High School calendar has been prepared for adoption. The calendar is designed to coordinate the school calendar for Middle College High School students with the San Bernardino Valley College schedule of classes in order that participating students may take full advantage of this unique partnership.

**San Bernardino City Unified School District  
 SCHOOL CALENDAR  
 2015-16  
 MIDDLE COLLEGE HIGH SCHOOL PROGRAM**

**FIRST DAY OF SCHOOL**

Classroom Teachers	August 6, 2015
Students	August 10, 2015

**LAST DAY OF SCHOOL**

Classroom Teachers	May 26, 2016
Students	May 25, 2016

**LEGAL HOLIDAYS**

September 7, 2015	Labor Day
November 11, 2015	Veterans Day
November 26, 2015	Thanksgiving Day
November 27, 2015	Day After Thanksgiving Day
December 24, 2015	Christmas Eve
December 25, 2015	Christmas Day
December 31, 2015	New Year’s Eve
January 1, 2016	New Year’s Day
January 18, 2016	Dr. Martin Luther King Jr. Day
February 12, 2016	Abraham Lincoln’s Birthday
February 15, 2016	George Washington’s Birthday
May 30, 2016	Memorial Day

**SCHOOL RECESS DATES**

November 26-27, 2015	Thanksgiving Recess
December 18, 2015 through January 8, 2016	Christmas/Winter Recess
March 14-18, 2016	Spring Recess

**SEMESTERS**

Last Day of First Semester	December 17, 2015
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**9.0 SESSION NINE – *Consent Calendar***

**BOARD OF EDUCATION**

9.1 Approval of Minutes

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

BE IT RESOLVED that the Minutes of the Board of Education Meeting held on March 17, 2015 be approved as presented.

**SUPERINTENDENT**

9.2 Authorization to Participate as a Sponsor in the Making Hope Happen Foundation Gala at the Historic Arrowhead Springs Resort

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

BE IT RESOLVED that the Board of Education authorizes the District to participate as a sponsor in the Making Hope Happen Foundation at the Historic Arrowhead Springs Resort. The sponsorship, not to exceed \$4,400.00, will be paid from the Unrestricted General Fund, Administrative Services budget (041).

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

**BUSINESS SERVICES**

9.3 Acceptance of Gifts and Donations to the District

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

BE IT RESOLVED that the Board of Education acknowledges receipt of \$100.00, Marianne Shuster, Mentone, CA; \$100.00, Arthur and E. Marilyn Dawes, St. George, UT; 20 gift cards with a total value of \$200.00, Loma Linda Community Partnerships & Diversity, Loma Linda, CA; 50 gift cards with a total value of \$400.00, Richard & Donna Chapo/Roller City 2001, Riverside, CA; 13 gift cards with a total value of \$130.00, WalMart, San Bernardino, CA; 20 gift cards with a total value of \$100.00, Stater Bros., San Bernardino, CA; \$1,200.00, Sylvia Juarez, Claremont, CA; \$1,000.00, Virginia Marquez, San Bernardino, CA; \$400.00, Scott Carver, Alta Loma, CA; Gift cards with a total value of \$450.00, Gameworks – Ontario, Ontario, CA; \$125.00, Raymond & Linda Durand, Devore, CA; 20 passes to waterslide and trampoline park with a total value of \$216.00, Splash Kingdome Water Park, Redlands, CA; 154 boxes of toys with a total value of \$2,772.00, Berenice Monroy Walker, Muscoy, CA; \$500.00, Illuminate Education, Inc., Irvine, CA.

9.4 Authorization to Participate in the Annual Education & Non-Profit Career Fair at California State University, San Bernardino, CA



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

BE IT RESOLVED that the Board of Education authorizes the District to participate as a sponsor in the Annual Education & Non-Profit Career Fair at California State University, San Bernardino, CA. The sponsorship not to exceed \$1,500.00 will be paid from the restricted Title II Human Resources budget (537).

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

9.5 Bid No. 14-07, Electrical Supplies and Materials

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

BE IT RESOLVED that bids were received from Consolidated Electrical Distributors (CED), San Bernardino, CA; Graybar Electric, San Bernardino, CA; and One Source Distributors, LLC, Oceanside, CA.

BE IT FURTHER RESOLVED that bids submitted by Graybar Electric, San Bernardino, CA; and One Source Distributors, Oceanside, CA be rejected in their entirety because vendors did not bid as specified.

BE IT ALSO RESOLVED that bid submittal by Consolidated Electrical Distributors (CED), San Bernardino, CA, be accepted as responsive, and that items bid by vendor clearly demonstrated acknowledgement of Addendum 1, therefore vendor's non-submittal of addendum document be waived as immaterial.

BE IT ALSO RESOLVED that low bids received for Line Items 4-6, 8, 11-15, 17-25, 29, 31-33, 34, 35, 37, 41-45, 47, 49, 55 and 56 be rejected because vendors did not bid as specified.

BE IT ALSO RESOLVED that Bid No. 14-07, Electrical Supplies and Materials be awarded in entirety to Consolidated Electrical Distributors (CED), San Bernardino, CA, the lowest responsible bidder meeting District specifications.

<b><u>BIDDER</u></b>	<b><u>LINES AWARDED</u></b>	<b><u>TERMS</u></b>
Consolidated Electrical Distributors (CED) San Bernardino, CA	All	2% 10 Net 30 Days

BE IT ALSO RESOLVED that the Board of Education approves the use of discounts offered from current published price lists of manufacturers represented by awarded vendor.

BE IT ALSO RESOLVED that the District reserves the right to purchase more than or less than the quantity indicated, as needed, throughout the initial one-year term of the bid, and all extensions, not to exceed three (3) years total, in accordance with all bid terms and conditions, and at the discretion of the District and the successful bidder.

BE IT ALSO RESOLVED that Debra Love, Director of Purchasing, be authorized to sign all related contractual documents.

9.6 Business and Inservice Meetings

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

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

To attend the 2015 California Association for Bilingual Education (CABE) Conference, Riverside Convention Center, Riverside, California, May 20, 2015. The total cost, not to exceed \$456.00 will be paid from Rodriguez Preparatory Academy School Account No. 501:

Parent/District Representatives, Rodriguez Preparatory Academy:

Elizabeth Romero  
Erika dela Luz  
Maribel Hernandez

To attend the 2015 California Association for Bilingual Education (CABE) Conference, Riverside, California, May 20, 2015. The total cost including meals and mileage per district guidelines, not to exceed \$1,719.00 will be paid from Lytle Creek Elementary School Account No. 501:

Parent Representatives, Lytle Creek Elementary School:

Catalina Mancera	Maria Inez Rodriguez	Lucia Andrade
Oliver Infante	Bertha Guerrero	Myra Garcia
Teresa Flores	Arturo Flores	Yesenia Alcaraz
Erica Delgado		

To attend the 2015 Legislative Lobby Day Field Trip to The California State Assembly Office in Sacramento, CA, on May 27, 2015 to discuss the LCAP Process and Student Voice. The Chaperones for the field trip will be Superintendent, Dr. Dale Marsden and Assistant Superintendent, Dr. Kennon Mitchell. The parents of the students may possibly be reimbursed for mileage. The total cost, not to exceed \$2,500.00 will be paid from Superintendent's Account No.041:

Delance Lofton, Student, San Gorgonio High School  
Jason Soriano, Student, Pacific High School

9.7 Commercial Warrant Register for Period April 1 through April 15, 2015

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

BE IT RESOLVED that the Commercial Warrant Register for period April 1 through April 15, 2015, be approved.

BE IT FURTHER RESOLVED that the Board of Education authorizes James Cunningham, Accounting Services Director or David Moyes, Accounts Payable Supervisor to sign disbursements.

9.8 Extended Field Trip, Arrowview Middle School, College Tours, Northern California

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

BE IT RESOLVED that the Board of Education approves the extended field trip for 28 students and 10 chaperones to tour colleges in Northern California from June 4 through June 9, 2015. The cost of the trip, not to exceed \$23,211.00 including meals and lodging for 28 students and 10 chaperones, will be paid from Arrowview Middle School Account No. 419/501 and 204. Transportation provided by JC Tours not to exceed \$4,755.00 will be paid from Arrowview Middle School Account No. 419/501 and 204. Names of the students are on file in the Business Services office.

9.9 Extended Field Trip, Arroyo Valley High School, CORE Camp at Yosemite National Park, CA

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

BE IT RESOLVED that the Board of Education approves the extended field trip for 27 Arroyo Valley High School students and 3 chaperones to attend CORE Camp at Yosemite National Park, CA from June 1 through June 5, 2015. The cost of the trip, not to exceed \$2,800.00 including meals and lodging for 27 students and 3 chaperones, will be paid from Arroyo Valley High School ASB Account. Transportation provided by Durham not to exceed \$2,300.00 will be paid from the California Partnership Grant Account No. 495. Names of the students are on file in the Business Services office.

9.10 Extended Field Trip, San Bernardino High School, National SeaPerch Challenge, Dartmouth, MA

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

BE IT RESOLVED that the Board of Education ratifies the extended field trip for 6 San Bernardino High School students and 3 chaperones to attend National SeaPerch Challenge from May 28 through June 3, 2015. The cost of the trip, not to exceed \$11,000.00 including meals and lodging for 6 students and 3 chaperones, will be paid from San Bernardino High School Account No. 436. Transportation not to exceed \$5,500.00 will be paid from San Bernardino High School Account No. 436. Names of the students are on file in the Business Services office.

9.11 Extended Field Trip, San Geronio High School, Mammoth Cross Country Camp, Mammoth Lakes, CA

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

BE IT RESOLVED that the Board of Education approves the extended field trip for 18 San Gorgonio High School students and 6 chaperones to attend Mammoth Cross Country Camp from July 18 through July 25, 2015. The cost of the trip not to exceed \$6,000.00, including meals and lodging for 18 San Gorgonio High School students and 6 chaperones, will be paid from San Gorgonio High School ASB Account. Transportation provided by Express Rental not to exceed \$1,600.00, will be paid from San Gorgonio High School ASB Account. Names of the students are on file in the Business Services office.

9.12 Extended Field Trip, San Gorgonio High School, Mojave Narrows Regional Park, Victorville, CA

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

BE IT RESOLVED that the Board of Education approves the extended field trip for 35 San Gorgonio High School students and 3 chaperones to attend Mojave Narrows Regional Park, Victorville, CA from May 22 through May 25, 2015. The cost of the trip, not to exceed \$1,300.00 including meals and lodging for 35 students and 3 chaperones will be paid from San Gorgonio High School ASB Account. Transportation provided by J.C. Tours not to exceed \$1,000.00 will be paid from San Gorgonio High School ASB Account. Names of the students are on file in the Business Services office.

9.13 Federal/State/Local District Budgets and Revisions

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

BE IT RESOLVED that the Board of Education approves the addition of \$7,500.00 in the budgeting of revenues and expenditures for the restricted program, California GEAR UP (309).

BE IT FURTHER RESOLVED that the Board of Education approves the addition of \$516.00 in the budgeting of revenues and expenditures for the restricted program, Preschool Staff Development (594).

9.14 Legal Fees Budget – Fiscal Year 2014-2015

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

BE IT RESOLVED that the Board of Education approves the addition of \$600,000.00 budgeted in Legal Fees Account No. 077, resulting in a total budgeted expenditures of \$1,370,000.00.

9.15 Payment for Course of Study Activities

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

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

Preferred Mobile Music N' Promotion Events (PMMnP), Fullerton, CA, to supply carnival booths and music for end of year event on May 20, 2015 at Del Vallejo Middle School. The total cost, not to exceed \$2,149.00, will be paid from Del Vallejo Middle School Account No. 204.

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

The Humane Society, for various presentations titled "Humane Education" at Highland Pacific Elementary School, May 6 through May 28, 2015. The presentations will be free of charge

9.16 Request to Pay Black Voice Foundation, Riverside, CA, for the Footsteps to Freedom I & II, Educator Study Tour, Following the North Star Along the Underground Railroad to Civil Rights

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

BE IT RESOLVED that the Board of Education approves payment to the Black Voice Foundation, Riverside, CA, for the Footsteps to Freedom I & II, Educator Study Tour for 31 District administrators and teachers, one Board member, seven parents, and the Superintendent, effective July 19 through July 25, 2015. Black Voice Foundation will coordinate all travel accommodations, including air fare, hotel and ground transportation. Participants will learn firsthand about the incredible courage of the people who sought freedom or who helped others achieve it along the central and lesser known route of the Underground Railroad from Kentucky to Canada. The cost per person, \$2,795.00 includes airfare, hotel, food, entry to all historic locations, ground transportation, excursions, and admissions. The cost for services, not to exceed \$112,295.00 will be paid from the Unrestricted General Funds-Local Control Accountability Plan, Account No. 419.

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

9.17 Special Program Expenditures

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

1. District Instructional Program Expenditures

BE IT RESOLVED that the Board of Education authorizes special program expenditures for the 2015-2016 school year in accordance with the curricula of the following programs: Special Education Services Region, Gifted and Talented Education, Compensatory Education, and International Baccalaureate.

BE IT ALSO RESOLVED that for instructional purposes, these expenditures may include admissions, food for instructional purposes only, transportation (except public transportation), lodging, registration, inservices, and workshops.

BE IT FURTHER RESOLVED that these activities be considered part of the regular course of

study for the 2015-2016 school year.

2. Expenditures for Incentives and Awards for District-Sponsored Competitions

BE IT RESOLVED that the Board of Education authorizes special program expenditures for the 2015-2016 school year in accordance with the curricula of the following programs: District-sponsored competitions such as Science Fairs, Math Marathons, Challenge Bowls, Junior Olympics, etc.

BE IT FURTHER RESOLVED that for instructional purposes, these expenditures may include incentives and awards such as plaques and trophies, the total yearly cost of which will not exceed \$5,000.00.

3. Outdoor Education Activity Expenditures

BE IT RESOLVED that the Board of Education authorizes special program expenditures, for the 2015-2016 school year, in accordance with the curricula of outdoor science education programs, including field trips.

BE IT FURTHER RESOLVED that for instructional purposes, these expenditures may include admissions, food, transportation (except public transportation), lodging, and registration.

4. Exemplary Employee Program

BE IT RESOLVED that the Board of Education authorizes special program expenditures for the 2015-2016 school year, in accordance with Education Code Section 35160.1.

BE IT FURTHER RESOLVED that these expenditures may include awards such as plaques.

5. Educational Incentive Program for Middle Schools

BE IT RESOLVED that the Board of Education approves expenditures for the Educational Incentive Program for the middle school team concept of \$2,500.00 for each middle school for the 2015-2016 school year.

BE IT FURTHER RESOLVED for the following items are approved as incentives for middle school students for the 2015-2016 school year:

T-Shirts	Gift Certificates	Sweatshirts	Hats	Mugs
Buttons	Pins	Fresh Fruit	Folders	Notebooks
Snow Cones	Pizza	Pencils	CD's	Certificates
Popcorn	Cotton Candy	Candy	Ice Cream/Toppings	
Movie Tickets				

6. Educational Incentive Program for High Schools

BE IT RESOLVED that the Board of Education approves expenditures for the Educational Incentive Program for the high school team concept of \$2,500.00 for each high school for the

2015-2016 school year.

BE IT FURTHER RESOLVED that the following items are approved as incentives for high school students for the 2015-2016 school year:

Academic Letters	Gift Certificates	Sweatshirts	Certificates	Pins
Medallions	Hats	Shirts	T-shirts	Pens
Notebooks	School Bags	Pencils	Folders	Lanyards
Buttons	Mugs	CD's	DVD's	Food
School Apparel	Movie Tickets			

#### 7. School Police

BE IT RESOLVED that the Board of Education authorizes expenditures for meals for the 2015-2016 school year for individual students in the custody of school police.

BE IT FURTHER RESOLVED that these meals will be paid from the Revolving Cash Fund in an amount not to exceed \$5.00 per student and a yearly amount not to exceed \$100.00.

### **EDUCATIONAL SERVICES**

#### 9.18 Agreement with Fasttranslator, Inc., dba Fasttranslator.com, Thousand Oaks, CA, to Provide Translation Services to the District

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

BE IT RESOLVED that the Board of Education ratifies the agreement with Fasttranslator, Inc., dba Fasttranslator.com, Thousand Oaks, CA, to provide translation services to ensure that written communication is in the primary language of District students, effective April 22 through June 30, 2015. Various District departments will electronically submit written documents to Fasttranslator.com to translate into the requested language. The cost for services not to exceed \$5,000.00 will be paid as follows: \$1,500.00 from the Unrestricted General Fund – English Learners & Support-Secondary, Account No. 262; \$2,000.00 from the Unrestricted General Fund – English Learners & Support-Elementary, Account No. 261; \$129.67 from the Restricted General Fund-Title III LEP Student Sub-grant-Elementary, Account No. 544; \$1,370.33 from the Unrestricted General Fund – Bilingual Lottery-Elementary, Account No. 744.

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

#### 9.19 Agreement with Gente Organizada, Pomona, CA, to Provide the Through Arts, Knowledge, and Engagement (T.A.K.E.) Program and Services at San Bernardino High School and Indian Springs High School

In a five to two vote, this item failed to pass. Those in favor of approval: Flores, Tillman; those against approval: Medina, Perong, Gallo, Savage.

#### 9.20 Approve the Charter Petition for Ballington Academy for the Arts & Sciences, San Bernardino and Adopt the Resolution Effectuating that Action Approve the Special Education Memorandum of Understanding Between the District and Ballington Academy for the Arts &

Sciences, San Bernardino, CA

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

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

**BE IT FURTHER RESOLVED AND ORDERED** that the District Board hereby approves the Charter, for a term from June 28, 2015 through and including June 30, 2018. The Petitioners will not commence operations of the School until the 2016-2017 school year and will instead use the first year of the charter term for planning and implementation. The Charter approved by the Board is attached hereto as Exhibit A; and

The foregoing resolution was considered, passed, and adopted by the District Board at its regular Board meeting of May 5, 2015.

**Special Education  
Memorandum of Understanding  
Governing Special Education Services  
Between  
San Bernardino City Unified School District,  
and Ballington Academy for the Arts & Sciences, San Bernardino**

This Special Education Memorandum of Understanding (“MOU” or “Agreement”) is executed by and between the Board of Trustees of the San Bernardino City Unified School District (“District”) and Volunteers of America Community Education and Development Corporation, which operates Ballington Academy for the Arts & Sciences, San Bernardino (“BAASSB” and/or the “Charter School”) (collectively, “the Parties”).

Throughout this MOU, the Charter, and any attachments, exhibits, and/or appendices hereto, any and all references to BAASSB, Charter School, or the School shall apply with full force and effect to Ballington Academy for the Arts & Sciences, San Bernardino.

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

**I. Special Education Services/Section 504/ADA:**

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

- A. It is understood that all children will have access to the Charter School and no student shall be denied admission based solely on disability status.
- B. Pursuant to Education Code Section 47641, the Charter School has elected to be deemed a public school of the District for special education purposes.



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

**D. Section 504 and the ADA.**

1. Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act (“Section 504”) and the Americans with Disabilities Act (“ADA”) with respect to eligible students. Should the Charter School be unable to provide the services necessary to comply with the requirements of Section 504, the Charter School may request that the District provide the necessary services at a cost to be negotiated between the District and the Charter School separate from the terms of this MOU and/or the Charter School may contract with outside service providers at the Charter School’s sole expense.
2. The Charter School shall adopt a Section 504 policy, procedure and forms.
3. By September 1 of each year, the Charter School shall designate a Charter School employee responsible for Section 504 compliance and notify the District Special Education Coordinator in writing of the name of the responsible individual. This individual may not be a District Special Education employee.

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

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

**G. Services.**

1. The Charter School and the District intend that the Charter School will be treated by the District as any other public school in the District with respect to the provision of special education services, including the allocation of duties between Charter School staff and resources and District staff and resources.
2. Division and Coordination of Responsibility:
  - a. The District and the Charter School agree to allocate responsibility for the provision of services [including but not limited to identification, evaluation, Individualized Education Program (“IEP”) development and modification, and educational services] in a manner consistent with their allocation between the District and its local public school sites. All special education services to be provided to Charter School students beyond the services to be performed by general education personnel and/or the type provided by general school site administrators at District schools, will be performed by employees, consultants, or other representatives of the District. The District shall be solely responsible for hiring and directing the individuals or entities to provide such special education

services to Charter School students. If a problem arises with any of the District personnel providing services on the Charter School site, the Charter School and District shall discuss the concerns within a reasonable period of time after the issue is raised by the other party. Re-assignment of personnel in response to such concerns shall occur only when the District deems appropriate. If the District takes or refuses to take personnel action with regard to its special education providers on the Charter School's site, over the objection of the Charter School, the District shall take full responsibility for any actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered that results from its actions or inactions related to the placement of District personnel on the Charter School's campus.

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

3. Identification and Referral:

- a. The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. The Charter School is solely responsible for obtaining the cumulative files, prior and/or current Individualized Education Program and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and utilized, where appropriate.
- b. The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian, if required. The District will consult with the Charter School to facilitate student transitions.
- c. The Charter School agrees to implement a Student Study Team Process ("SST"), a general education function, to monitor and guide referrals for special education and related services ("special education services"). The Charter School agrees that the SST and any interventions prior to a referral for special education services shall be the sole responsibility of the Charter School.

4. Assessment:

The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the District's general practice and procedure and

applicable law. The Charter School shall not conduct assessments of, or recommend independent assessments for special education students without prior written approval of the District. The Charter School shall not unilaterally conduct or agree to fund or reimburse a parent/guardian for an Independent Education Evaluation (“IEE”) without prior written approval of the District. Should the Charter School conduct or fund an IEE of a student without the prior written approval of the District, the Charter School shall be solely responsible for the costs of said assessment.

5. Individualized Education Program:

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

6. Eligibility and Placement:

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

7. Educational Services and Programs:

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

8. Behavior Emergency Procedures:

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

9. Student Registration/Records/Withdrawal:

- a. The Charter School shall adopt Student Registration forms that include questions about whether the student is currently receiving or has ever received special services (e.g. special education, Section 504 plan, and accommodation plan).
- b. The Charter School shall adopt a Records Request form similar to that used by other District schools, or will obtain approval from the District for a different form. The Charter School shall use the Records Request form to request previous school records for all students who indicate an intention to enroll in the Charter School.
- c. The Charter School shall provide student front sheet to the District Special Education Coordinator or designee for all special education/504 students.
- d. Within seventy-two hours of a special education student's withdrawal or disenrollment from the Charter School, the Charter School shall notify the Special Education Coordinator or designee in writing and include the student's name, date of withdrawal/disenrollment, reason for withdrawal/disenrollment, and next school/district of attendance.

10. Parent Concerns:

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

11. Complaints:

In consultation with the Charter School, the District shall address/respond to/investigate all complaints regarding special education services at the Charter School. The Charter School's Uniform Complaint Procedure shall designate the District's Uniform Complaint Procedure officer as the designated official for complaints regarding special education services.

12. Due Process Hearings:

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

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

13. SELPA Activities and Meetings:

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

14. School District of Residence:

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

15. SELPA Requirements:

- a. The Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to District policies, procedures, and practices regarding identification, referral, and provision of services to special education students. The Charter School shall utilize, and comply with SELPA and District Board policies, procedures, and forms regarding special education when such are provided to the Charter School in writing.
  - b. The Charter School agrees to hold a staff meeting on an annual basis to review SELPA and District Board policies, procedures, and forms regarding special education with all staff who are required to implement the policies and procedures and utilize forms regarding special education when such are provided to the Charter School in writing.
  - c. The Charter School will collaborate with the District, SELPA, and the County Office of Education as needed and may request that representatives of these agencies attend the staff meeting described immediately above. The Charter School, however, shall be solely responsible for the preparation of materials and for conducting the staff meeting.
  - d. The Charter shall provide the District Special Education Director with a copy of sign-in sheets from the staff meeting during which SELPA and District policies, procedures and forms are reviewed.
  - e. To the extent that District site staff has the opportunity to participate in committee meetings of the SELPA as representatives of their school, such opportunities shall be made available to Charter School staff. The appropriate Charter School staff will attend District special education training.
16. Contracted Services:  
If needed due to a shortage in special education staff, it is the responsibility of the District to seek out contracts with other school districts, companies, or organizations to serve Charter School students in the same manner as District students. The Charter School may assist the District in procuring such services.

## **H. Funding.**

1. Retention of Special Education Funds by District:
  - a. The parties agree that, pursuant to the division of responsibilities set forth in this MOU, the Charter School has elected the status of any other public school in the District for the purposes of special education services and funding. The District has agreed to provide special education services for the Charter School, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through the SELPA.
2. School Contribution of Equitable Share of Charter School Funding:
  - a. Additionally, the Charter School shall contribute a pro-rata share of its Charter School funding to support the District's unfunded special education costs ("general fund support" also known as "encroachment").

- b. At the end of each fiscal year, the District shall calculate the Charter School's pro-rata share of the District-wide general fund support for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School) divided by the total number of District ADA (including Charter School students) and multiplied by the total number of Charter School ADA (ADA calculation from P2). Charter School ADA shall include all students, regardless of home district.
- c. The District shall calculate the amount of the Charter School's share of the general fund support upon receipt of the certified P2 reporting data. The District shall provide the Charter School with documentation as to the calculation of the Charter School's share of general fund support and allow the Charter School an opportunity to provide input and respond to the calculation prior to invoicing the Charter School for the prior year. The District shall then invoice the Charter School for its share of the general fund support.
- d. Payment shall be due and payable within 30 days of invoice. If not fully paid, the remaining amount of the Charter School's share of the general fund support shall be offset against the District's next succeeding in-lieu property tax apportionments until paid in full.
- e. The District shall provide an estimate of the Charter School's share of the general fund support for the following year by June 30 of each year for budgeting purposes. This estimate shall not be binding and the Charter School shall be fully responsible for its actual share of general fund support.
- f. The District shall be responsible for all costs related to the special education service needs of Charter School students in the same manner as any other students of the District, in accordance with Education Code Section 47646.

**I. Special Education – Discipline and Documentation.**

1. The Charter School shall maintain copies in the student files of all correspondence between the Charter School and parents of special education students relating to student discipline. The District Special Education Team shall maintain files of all correspondence regarding special services, including any requests for services, inquiries, referrals, and responses.
  2. The Charter School shall notify the District Special Education Coordinator or site designee of special education student suspensions. Upon request, a copy of the suspension form will be provided.
  3. Prior to the recommendation, the Charter School shall notify the District Director of Special Education whenever the Charter School intends to recommend for expulsion a student who is currently receiving special education by providing a copy of the notice at the same time it is sent to the parent/guardian.
  4. The Charter School shall cooperate with the District's Special Education Director and/or Coordinator regarding procedures and student rights.
- J. Within seventy-two hours of receipt of any correspondence related to the provision of Special Education Services, the Charter School shall provide said correspondence to the District's Special Education Director and/or Coordinator or site designee.

- K. Special Education Services may be offered at the Charter School, the District, at a SELPA facility, and/or another location based upon each student’s IEP.
- L. **Severability.** If any provision or any part of this Agreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of the agreement shall not be affected thereby and shall remain valid and fully enforceable.
- M. **Notification.** All notices, request and other communication under this agreement shall be in writing and mailed to the proper address as follows:

Ballington Academy for the Arts & Sciences, San Bernardino c/o Volunteers of America, Community Education and Development, Inc. 3530 Camino del Rio N #300 San Diego, CA 92108 (619) 282-8211	San Bernardino City Unified School District 777 North F Street San Bernardino, CA 92410 (909) 381-1100
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Any notices required by this Agreement sent by facsimile transmission shall be considered received on the business day they are sent, provided they are sent during in the receiving Party’s business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the U.S. mail, postage pre-paid, and addressed as indicated above.

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

Each person 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.

**SCHOOL DISTRICT:**

**CHARTER SCHOOL:**

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Signature

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Signature

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Print Name

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Print Name

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Date

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Date

9.21 Amendment No. 1 to the Agreement with California Association for Bilingual Education (CABE), Covina, CA to Explore the Expansion of Bi-Literacy Programs and Develop a New English Learner (EL) Master Plan

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

BE IT RESOLVED that the Board of Education approves amending the agreement with the California Association for Bilingual Education (CABE), Covina, CA, as approved by Board on July 1, 2014, Agenda Item No. 7.34. The agreement is being amended to increase the contract amount by \$16,000.00 for an aggregate not to exceed contract amount of \$142,000.00, to include additional Stakeholder review sessions, a second revision of the Multilingual Initiative Plan to incorporate changes recommended through the stakeholder meeting and other input from the wider community, receiving and summarizing additional input on the final revision of the plan through open communication posted on the District website, create the presentation tools, and arrange for the community presentations of final plan. The additional cost will be paid from the Unrestricted General Fund- Local Control Accountability Plan, Account No. 419. All other terms and conditions remain the same.

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

**FACILITIES/OPERATIONS**

**Facilities Management**

9.22 Notice of Completion, Bid No. F13-04 Re-Bid, Community Day School

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

BE IT RESOLVED that the Board of Education authorizes filing a Notice of Completion for Bid No. F13-04 Re-Bid, Community Day School, for the work awarded to the Contractor listed below:

General Contractor

Robert Clapper Construction Services, Inc.  
Rialto, CA

BE IT FURTHER RESOLVED that Michael J. Gallo, President, Board of Education, be authorized to execute the Notice of Completion.

9.23 Resolution of the Board of Education of the San Bernardino City Unified School District Authorizing the Issuance of Election of 2012 General Obligation Bonds, Series C

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

THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF EDUCATION OF THE SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, SAN BERNARDINO COUNTY, CALIFORNIA, AS FOLLOWS:

**SECTION 1. Authorization for Issuance of the Bonds.** To raise money for the purposes authorized by the voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code in one or more Series of Taxable or Tax-Exempt Current Interest Bonds, with appropriate series designation if more than one Series is issued, such that the Bonds shall be dated as of a date to be determined by the Authorized Officers (defined below), shall be payable upon such terms and provisions as shall be set forth in the Bonds, shall mature on the dates and in the amounts set forth in the Purchase Contract (defined herein), and shall be in an aggregate principal amount not-to-exceed \$35,000,000, for some or all of the purposes authorized at the Election (the “Projects”).

**SECTION 2. Paying Agent.** This Board hereby appoints the Paying Agent, as defined herein, to serve as the paying agent, bond registrar, transfer agent and authentication agent for the Bonds on behalf of the District. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Section 15232 of the Education Code.

**SECTION 3. Terms and Conditions of Sale.** The Bonds shall be sold upon the direction of the Superintendent, the Assistant Superintendent, Business Services, the Assistant Superintendent, Facilities/Operations Division of the District, or such other officers or employees of the District as the Superintendent may designate (collectively, the “Authorized Officers”), and pursuant to the terms and conditions set forth in the Purchase Contract. The Board hereby authorizes the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriter (as defined herein) to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District’s goal of achieving the lowest overall cost of funds. The Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

**SECTION 4. Approval of Purchase Contract.** The form of contract for purchase and sale of the Bonds (the “Purchase Contract”) by and between the District and the Underwriter (as defined herein), substantially in the form on file with the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed to execute such Purchase Contract at time the Bonds are sold; provided, however, (i) that the maximum interest rate on the Bonds shall not exceed the maximum rate permitted by law and (ii) the underwriting discount thereon, excluding original issue discount and expenses of the Underwriter, shall not exceed

0.5% of the aggregate principal amount of Bonds issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to \$35,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied. The Board estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriter, will equal approximately 1.0% of the principal amount of the Bonds.

**SECTION 5. Certain Definitions.** As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) **“Beneficial Owner”** means, when used with reference to book-entry Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

(b) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal and interest on the Bonds.

(c) **“Bond Payment Date”** means, unless otherwise provided by the Official Statement, February 1 and August 1 of each year commencing August 1, 2015 with respect to interest on the Bonds, and the stated maturity dates of Bonds with respect to payments of Principal of the Bonds.

(d) **“Bond Register”** means the registration books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Bonds shall be recorded.

(e) **“Code”** means the Internal Revenue Code of 1986, as amended. Reference to any particular section of the Code shall be deemed to be a reference to any successor to any such section.

(f) **“Continuing Disclosure Certificate”** means that certain contractual undertaking in connection with the Bonds, executed by the District pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, dated as of the date of issuance of the Bonds, as amended from time to time in accordance with the provisions thereof.

(g) **“Current Interest Bonds”** means Bonds, the interest on which is payable semiannually on each Bond Payment Date specified therefor, and maturing in the years and amounts set forth in the Purchase Contract.

(h) **“Dated Date”** means the date of initial issuance and delivery of the Bonds, or such other date as shall appear in the Purchase Contract or Official Statement.

(i) **“Depository”** means the entity acting as securities depository for the Bonds pursuant to Section 6(c) hereof.

(j) **“DTC”** means The Depository Trust Company, 55 Water Street, New York, New York 10041, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Bonds.

(k) **“Fair Market Value”** means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term **“Fair Market Value”** means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

(l) **“Holder” or “Owner”** means the registered owner of a Bond as set forth on the Bond Register maintained by the Paying Agent pursuant to Section 8 hereof.

(m) **“Information Services”** means Financial Information, Inc.’s Financial Daily Called Bond Service; Mergent, Inc.’s Called Bond Department; or Standard & Poor’s J.J. Kenny Information Services’ Called Bond Service.

(n) **“Long Current Interest Bonds”** means Current Interest Bonds that mature more than 30 years from the date of issuance thereof, but not more than 40 years.

(o) **“Moody’s”** means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successor and assigns or, if such corporation shall be dissolved or liquidated or no longer shall perform the functions of a securities rating agency, such other nationally recognized securities rating agency as may be designated by the District.

(p) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(q) **“Non-AMT Bonds”** means obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and not treated as an item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments pursuant to Section 53601 of the Government Code of the State of California.

(r) **“Official Statement”** means the Official Statement for the Bonds, as described in Section 17 hereof.

(s) **“Outstanding”** means, when used with reference to the Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 19 of this Resolution.

(t) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(u) **“Paying Agent”** means, initially U.S. Bank National Association, or such other Paying Agent as shall be named in the Purchase Contract or Official Statement, and afterwards any successor financial institution.

(v) **“Permitted Investments”** means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, including Non-AMT Bonds and Qualified Non-AMT Mutual Funds, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider having a rating that meets the minimum rating requirements of the County investment pool maintained by the Treasurer, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) the County investment pool maintained by the Treasurer, and (vi) United States Treasury Securities - State and Local Government Series.

(w) **“Principal” or “Principal Amount”** means, with respect to any Bond, the initial principal amount thereof.

(x) **“Qualified Non-AMT Mutual Fund”** means stock in a regulated investment company to the extent that at least 95% of the income of such regulated investment company is interest that is excludable from gross income under Section 103 of the Code and not an item of tax preference under Section 57(a)(5)(C) of the Code.

(y) **“Qualified Permitted Investments”** means (i) Non-AMT Bonds, (ii) Qualified Non-AMT Mutual Funds, (iii) other Permitted Investments authorized by an opinion of Bond Counsel to the effect that such investment would not adversely affect the tax-exempt status of the Bonds, and (iv) Permitted Investments of proceeds of the Bonds, and interest earned on such proceeds, held not more than thirty days pending reinvestment or Bond redemption. A guaranteed investment contract or similar investment agreement (e.g. a forward supply contract, GIC, repo, etc.) does not constitute a Qualified Permitted Investment.

(z) **“Record Date”** means the close of business on the 15th day of the month preceding each Bond Payment Date.

(aa) **“Securities Depository”** means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320.

(bb) **“Series”** means any Bonds executed, authenticated and delivered pursuant to the provisions hereof which are identified as a separate series of Bonds.

(cc) **“S&P”** means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, its successor and assigns, or if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency as may be designated by the District.

(dd) **“Taxable Bonds”** means any Bonds not issued as Tax-Exempt Bonds.

(ee) **“Tax-Exempt Bonds”** means any Bonds the interest in which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(ff) **“Term Bonds”** means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(gg) **“Transfer Amount”** means, with respect to any Outstanding Bond, the Principal Amount.

(hh) **“Treasurer”** means the Treasurer-Tax Collector of the County or other comparable officer of the County.

(ii) **“Underwriter”** means Piper Jaffray & Co., as underwriter of the Bonds.

## **SECTION 6. Terms of the Bonds.**

(a) **Denomination, Interest, Dated Dates and Terms.** The Bonds shall be issued as fully registered Current Interest Bonds registered as to both Principal and interest, in denominations of \$5,000 Principal Amount or any integral multiple thereof. The Bonds will initially be registered in the name of “Cede & Co.,” the Nominee of the Depository Trust Company, New York, New York.

Each Bond shall be dated as of the Dated Date, and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of 12, 30-day months.

Notwithstanding any other provision herein, the ratio of total debt service to Principal for

each Series of Bonds shall not exceed four-to-one.

(b) Redemption.

(i) Terms of Redemption. The Bonds shall be subject to optional or mandatory sinking fund redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District and, if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that with respect to redemption by lot, the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

The Purchase Contract may provide that (i) in the event that any portion of Term Bonds subject to mandatory sinking fund redemption is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect to such Bond shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, in respect of the portion of such Bond optionally redeemed, and (ii) within a maturity, Bonds shall be selected for redemption on a “Pro Rata Pass-Through Distribution of Principal” basis in accordance with DTC procedures, provided further that, such redemption is made in accordance with the operational arrangements of DTC then in effect.

(iii) Notice of Redemption. When redemption is authorized or required pursuant to Section 6(b) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Bonds (or portions thereof). Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the portion of the Principal Amount of such Bond to be redeemed, and the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue.

The Paying Agent shall take the following actions with respect to each such Redemption Notice:

(a) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(b) At least 20 but not more than 45 days prior to the redemption date, such

Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Securities Depository.

(c) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

(d) The Paying Agent shall provide a Redemption Notice to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

A certificate of the Paying Agent or the District that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer. Such Redemption Notice may state that no representation is made as to the accuracy or correctness of CUSIP numbers printed thereon, or on the Bonds.

With respect to any notice of optional redemption of Bonds (or portions thereof) pursuant to Section 6(b)(i) hereof, unless upon the giving of such notice such Bonds or portions thereof shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by an independent escrow agent selected by the District on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the Principal of, premium, if any, and interest on such Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received, said notice shall be of no force and effect, no portion of the Bonds shall be subject to redemption on such date and such Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice to the persons to whom and in the manner in which the Redemption Notice was given that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent shall distribute a notice of the rescission of such notice in the same manner as such notice was originally provided.

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amount to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(v) Effect of Redemption Notice. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.



If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 6(b) hereof, together with interest accrued to such redemption date, shall be held in trust so as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds to be so redeemed.

(vi) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination. The ownership of each such Bond shall be registered in the Bond Register in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any Redemption Notice, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Principal of, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute Owner of such book-entry Bond for the purpose of payment of Principal of, premium and interest on and to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and

effective to fully satisfy and discharge the District's obligations with respect to payment of Principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Principal of, premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Outstanding book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book entry form and registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to Principal of, premium, if any, or interest on the Bonds and all notices with respect to such Bonds, including notices of redemption, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not

thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) (“Substitute Depository”); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository’s failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Bonds. Neither the District nor the Paying

Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

**SECTION 7. Execution of the Bonds.** The Bonds shall be signed by the President of the Board, or other member of the Board authorized to sign on behalf of the President, by his or her manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary to or Clerk of the Board, or the designee thereof, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

**SECTION 8. Paying Agent; Transfer and Exchange.** So long as any of the Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal of, premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like Series, tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new bond or bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity

satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable Redemption Notice is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

**SECTION 9. Payment.** Payment of interest on any Bond shall be made on any Bond Payment Date to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer or check mailed to such Owner on the Bond Payment Date at his or her address as it appears on such registration books or at such other address as he or she may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount of One Million Dollars (\$1,000,000) or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal, and redemption premiums, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The Principal of, premiums, if any, and interest on, the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are general obligations of the District and do not constitute an obligation of the County except as provided in this Resolution. No part of any fund of the County is pledged or obligated to the payment of the Bonds.

**SECTION 10. Forms of Bonds.** The Bonds shall be in substantially the form as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Purchase Contract.

**EXHIBIT A**  
**FORMS OF BONDS**

**REGISTERED  
NO.**

**REGISTERED  
\$**

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
(SAN BERNARDINO COUNTY, CALIFORNIA)  
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES C**

<u>INTEREST RATE:</u> ___% per annum	<u>MATURITY DATE:</u> August 1, ____	<u>DATED AS OF:</u> _____, 2015	<u>CUSIP</u>
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REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The San Bernardino City Unified School District (the "District") in San Bernardino County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing August 1, 2015. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2015, in which event it shall bear interest from the Delivery Date. Interest shall be computed on the basis of a 360-day year of 12, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially U.S. Bank National Association. Principal is payable upon presentation and surrender of this bond at the principal office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register as of the 15th day of the month next preceding that Bond Payment Date (the "Record Date"). The Owner of Bonds in the aggregate Principal Amount of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the

District cast at a general election held on November 6, 2012 (the "Election"), upon the question of issuing bonds in the amount of \$250,000,000 and the resolution of the Board of Education of the District adopted on May 5, 2015 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252.

The bonds of this issue comprise \$\_\_\_\_\_ principal amount of Current Interest Bonds, of which this bond is a part (collectively, the "Bonds").

This bond is exchangeable and transferable for Bonds of like series, tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent in San Francisco, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bond during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable Redemption Notice is given or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 20\_\_ are not subject to optional redemption prior to their respective maturity dates. The Bonds maturing on or after August 1, 20\_\_ are subject to optional redemption prior to their respective maturity dates at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 20\_\_, at a redemption price equal to the principal amount of the Bonds called for redemption, together with accrued interest to the date fixed for redemption, without premium.

The Bonds maturing on August 1, 20\_\_, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Bonds to be so redeemed and the dates therefor and the final principal payment dates are as indicated in the following table:

Redemption Dates

Principal Amounts

TOTAL

If less than all of the Bonds of any one maturity shall be called for redemption, the



particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot by the Paying Agent in such manner as the Paying Agent may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal of and interest on the Bonds when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

**IN WITNESS WHEREOF**, the San Bernardino City Unified School District, San Bernardino County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the [Secretary to/Clerk of] the Board of Education of the District, all as of the date stated above.

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_ (Facsimile Signature)  
President of the Board of Education

**COUNTERSIGNED:**

\_\_\_\_\_  
(Facsimile Signature)  
Secretary to the Board of Education

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 2015.

By: U.S. BANK NATIONAL ASSOCIATION, as  
Paying Agent

\_\_\_\_\_  
Authorized Officer

### ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): \_\_\_\_\_ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_

Unless this bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

### LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson &

Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)  
Secretary to the Board of Education

(Form of Legal Opinion)

**SECTION 11. Delivery of Bonds.** The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Underwriter upon payment of the purchase price therefor.

**SECTION 12. Deposit of Proceeds of Bonds.** (a) The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of the Principal Amount thereof, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "San Bernardino City Unified School District Election of 2012 General Obligation Bonds, Series C Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. The Building Fund may contain subaccounts if the Bonds are issued in more than one Series. The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of any accrued interest and any net original issue premium, shall be kept separate and apart in the fund hereby authorized to be created and designated as the "San Bernardino City Unified School District Election of 2012 General Obligation Bonds, Series C Debt Service Fund" (the "Debt Service Fund") for the Bonds and used for payment of Principal of and interest on the Bonds, and for no other purpose. The Debt Service Fund may contain subaccounts if the Bonds are issued in more than one Series. Interest earnings on monies held in the Building Fund shall be retained in the Building Fund. Interest earnings on monies held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued upon written notice from the District shall be transferred to the Debt Service Fund and applied to the payment of Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The costs of issuance of the Bonds are hereby authorized to be paid from the Principal Amount of the Bonds received from the Underwriter. The District, may direct that a portion thereof, in an amount of approximately 1.0% of such Principal Amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose.

(b) Moneys in the Debt Service Fund and the Building Fund shall be invested in Permitted Investments. If at the time of issuance the District determines to issue the Bonds as Tax-Exempt Bonds without regard to the Internal Revenue Code "temporary period" restrictions, all investment of Bond proceeds shall be subject to paragraph (1) below; and the District, in consultation with the County, may provide for an agent to assist the County in investing funds pursuant to paragraph (1) below. If the District fails to direct the County or its agent, as the case may be, the County or its agent shall invest or cause the funds in the Building Fund to be

invested in Qualified Permitted Investments, subject to the provisions of paragraph (1) below, until such time as the District provides written direction to invest such funds otherwise. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The interest earned on the moneys deposited to the Building Fund shall be applied as set forth in subparagraph (1)(C) below:

(1) Covenant Regarding Investment of Proceeds.

(A) Permitted Investments. Beginning on the delivery date, and at all times until expenditure for authorized purposes, not less than 95% of the proceeds of the Bonds deposited in the Building Fund, including investment earnings thereon, will be invested in Qualified Permitted Investments. Notwithstanding the preceding provisions of this Section, for purposes of this paragraph, amounts derived from the disposition or redemption of Qualified Permitted Investments and held pending reinvestment or redemption for a period of not more than 30 days may be invested in Permitted Investments. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years.

(B) Recordkeeping and Monitoring Relating to Building Fund.

i. Information Regarding Permitted Investments. The District hereby covenants that it will record or cause to be recorded with respect to each Permitted Investment in the Building Fund the following information: purchase date; purchase price; information establishing the Fair Market Value of such Permitted Investment; face amount; coupon rate; periodicity of interest payments; disposition price; disposition date; and any accrued interest received upon disposition.

ii. Information in Qualified Non-AMT Mutual Funds. The District hereby covenants that, with respect to each investment of proceeds of the Bonds in a Qualified Non-AMT Mutual Fund pursuant to paragraph (1)(A) above, in addition to recording, or causing to be recorded, the information set forth in paragraph (1)(B)(i) above, it will retain a copy of each IRS information reporting form and account statement provided by such Qualified Non-AMT Mutual Fund.

iii. Monthly Investment Fund Statements. The District covenants that it will obtain, at the beginning of each month following the delivery date, a statement of the investments in the Building Fund detailing the nature, amount and value of each investment as of such statement date.

iv. Retention of Records. The District hereby covenants that it will retain the records referred to in paragraph (1)(B)(i) and each IRS information reporting form referred to in paragraph (1)(B)(ii) with its books and records with respect to the Bonds until three years following the last date that any obligation comprising the Bonds is retired.

(C) Interest Earned on Permitted Investments. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building

Fund and used for the purposes of that fund.

Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the Principal of and interest on the Bonds when due.

**SECTION 13. Rebate Fund.** The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) The District shall create and establish a special fund designated the “San Bernardino City Unified School District Election of 2012 General Obligation Bonds, Series C Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the “Tax Certificate”).

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the “rebate amount” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District

shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

**SECTION 14. Security for the Bonds.** There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the Principal of and interest on the Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is hereby pledged to the payment of the Principal of and interest on the Bonds when and as the same fall due, and for no other purpose.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such Principal and interest. DTC will thereupon make payments of Principal of and interest on the Bonds to the DTC Participants who will thereupon make payments of such Principal and interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to the Education Code

Section 15234.

**SECTION 15. Arbitrage Covenant.** The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed thereunder or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

**SECTION 16. Conditions Precedent.** The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

**SECTION 17. Official Statement.** The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Secretary to the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and is further directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

**SECTION 18. Insurance.** In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the Principal of interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such Principal or interest, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest, the Paying Agent shall note the Bond Insurer’s rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

**SECTION 19. Defeasance.** All or any portion of the Outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

- (a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts transferred from

the Debt Service Fund, if any, is sufficient to pay all Bonds Outstanding and designated for defeasance (including all Principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with cash, if required, and amounts transferred from the Debt Service Fund, in such amount as will, together with interest to accrue thereon, in the opinion of an independent certified public accountant, be fully sufficient to pay and discharge all Bonds Outstanding and designated for defeasance (including all Principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or “prerefunded” municipal obligations rated in the highest rating category by Moody’s or S&P. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Moody’s or S&P.

**SECTION 20. Nonliability of County.** Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the County’s full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from *ad valorem* property taxes lawfully levied to pay the Principal of or interest on the Bonds, which taxes shall be unlimited as to rate or amount.

**SECTION 21. Reimbursement of County Costs.** The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Bonds.



**SECTION 22. Request to County to Levy Tax.** The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all Principal of and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to pay all such Principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds.

**SECTION 23. Other Actions.** (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints Piper Jaffray & Co. as Underwriter and Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, each with respect to the issuance of the Bonds.

(c) Notwithstanding any other provisions contained herein, the provisions of this Resolution as they relate to the Bonds may be amended by the Purchase Contract and the Official Statement.

(d) To the extent the issuance of Bonds includes Long Current Interest Bonds (as defined herein), the useful life of any facility financed with such Long Current Interest Bonds will equal or exceed the maturity of such Long Current Interest Bonds, as shall be further evidenced by a certificate of the District substantially to such effect.

**SECTION 24. Resolution to County Treasurer.** The Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer-Tax Collector immediately following its adoption.

**SECTION 25. Continuing Disclosure.** The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Dated Date, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approves the form of the Continuing Disclosure Certificate appended to the form of the Preliminary Official Statement on file with the Secretary to the Board, and further authorizes the Authorized Officer, each alone, to execute and delivery the Continuing Disclosure Certificate with such changes therein or modifications thereto as shall be approved by the Underwriter and the Authorized Officer executing the same, such latter approval to be conclusively evidenced by such execution and delivery. Any Bond Holder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

**SECTION 26. Effective Date.** This Resolution shall take effect immediately upon its passage.

**SECTION 27. Further Actions Authorized.** It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

**SECTION 28. Recitals.** All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 5th day of May, 2015, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
(Facsimile Signature)  
President of the Board of Education

ATTEST:

\_\_\_\_\_  
(Facsimile Signature)  
Secretary to the Board of Education

#### SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, Secretary to the Board of Education of the San Bernardino City Unified School District, San Bernardino County, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on May 5, 2015, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes.

Said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: May \_\_, 2015

\_\_\_\_\_  
(Facsimile Signature)  
Secretary to the Board of Education of the San Bernardino City Unified School District

#### **HUMAN RESOURCES**

9.24 Agreement with Brandman University, Irvine, CA to Provide the School of Education Dean's Scholarship Program

Upon motion by Member Tillman, seconded by Member Savage, and approved by the

affirmative vote of Members Flores, Gallo, Hill, Medina, Perong, Savage, and Tillman (Noes: None), the following was adopted:

BE IT RESOLVED that the Board of Education approves entering into an agreement with Brandman University, Irvine, CA, to provide the School of Education Dean's Scholarship Program, effective July 1, 2015, through June 30, 2016. Brandman University, as part of the Chapman University System, has established a Dean's Scholarship Program designed to support organizations with their employee development efforts. The University will offer and fund the Dean's Scholarship Program to the District for student enrollments in graduate and undergraduate degree programs within the School of Education. In addition, the Bachelor of Arts in Liberal Studies, Multiple Subjects Teaching Emphasis and Integrated California Multiple Subjects Teaching Credential Emphasis degrees will be included. There is no cost to the District.

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

9.25 Payment of Master Teachers, Fall 2014 – California State University, San Bernardino, CA

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

BE IT RESOLVED that the Board of Education approves payment for services as master teachers during the Fall 2014 as provided for in the Agreement with California State University, San Bernardino, as follows:

ARREGUIN-FUENTES, S.	\$166.70	REYES, ELIZABETH	\$166.70
BUJUNDA, PEMAR	\$166.70	REYNOSO, HORTENCIA	\$166.70
CABRERA, VERONICA	\$166.70	SAMSON, MARY	\$166.70
DURAN, LAURA	\$166.70	SCHAFFER, AMANDA	\$166.70
LOPEZ, CILIA	\$166.70	SPINNEY, RYANNE	\$166.70
MESONES, AL	\$166.70	SUNDQUIST-VILLEGAS, E.	\$166.70
OLMEDO, ERIKA	\$166.70	TIVEY, DEBRA	\$166.70
PAIGE, ROSALINDA	\$166.70	WILLIS, JACQUELINE	\$166.70
PEREZ-FLORES, SARAH	\$166.70	WYAND, ALLEN	\$166.70

9.26 Payment of Master Teachers, Winter 2015 – California State University, San Bernardino, CA

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

BE IT RESOLVED that the Board of Education approves payment for services as master teachers during the Winter 2015, as provided for in the Agreement with California State University, San Bernardino, as follows:

AGUILAR, JOSE	\$166.70	BONN, TAMARA	\$166.70
AKAHOSHI, LAURA	\$166.70	CAMPBELL, TANJI	\$166.70
ARREGUIN-FUENTES, S.	\$166.70	CABRERA, VERONIC	\$166.70

CASTRO, KRISTY	\$166.70	MOTLEY, LILLIE	\$166.70
CORNETT, BONNIE	\$166.70	OLMEDO, ERIKA	\$166.70
CORONADO, VIRGINIA	\$166.70	OLSON, AXEL	\$166.70
CORTEZ, KATHLEEN	\$166.70	PAIGE, ROSALINDA	\$166.70
GADSBY, MAGDA	\$333.40	PAINTER, TREG	\$166.70
GALARZA, AMY	\$166.70	PRIIETI, RHONDA	\$166.70
GUSMAN, VICKI	\$166.70	QUINTERO, YOLANDA	\$166.70
HAMILTON, DEBRA	\$166.70	SANDOVAL, MARIA	\$166.70
HEMP, JENNIE	\$166.70	SOLIS, JESSICA	\$166.70
HILDA REYES, JUANA	\$166.70	STEWART, LORI	\$166.70
JOHNSON, ROSMERY	\$166.70	TERRILL, JENAE	\$166.70
JURAS, SHERRIE	\$166.70	TIVEY, DEBRA	\$166.70
KAHLER, PATRICK	\$166.70	TONGDEE, TALIN	\$166.70
LOPEZ, ANA	\$166.70	WALKER, CHERIE	\$166.70
MATIAS, HILDA	\$166.70	WILLIAMS, NATIVIDAD	\$166.70
MENDOZA, MARC	\$166.70	WYAND, ALLEN	\$166.70
MESONES, AL	\$166.70		
MOORE, LINDA	\$166.70		

9.27 Renewal of the Agreement with RISE Interpreting, Inc., Hemet, CA, to Provide Interpreter Services to Deaf/Hearing Impaired Individuals

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

BE IT RESOLVED that the Board of Education approves renewing the agreement with RISE Interpreting, Inc., Hemet, CA to provide interpreter services to deaf/hearing impaired individuals, effective July 1, 2015, through June 30, 2016. The services are in accordance with the requirements of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act and other similar state and federal laws. The cost for services not to exceed \$30,000.00 will be paid from the Unrestricted General Fund – ADA Equipment & Section 504, Account No. 175.

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

9.28 Revised 2015-16 and 2016-17 Adult School Calendar

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

BE IT RESOLVED that the Board of Education approves the 2015-16 and 2016-17 adult school calendar as presented.

The calendar provides for 176 instructional days. All legal holidays required by the Education Code and Collective Bargaining Agreements are included.

**San Bernardino City Unified School District  
SCHOOL CALENDAR  
2015-16**

## **ADULT SCHOOL PROGRAM**

### **FIRST DAY OF SCHOOL**

Classroom Teachers	August 12, 2015
Students	August 17, 2015

### **LAST DAY OF SCHOOL**

Classroom Teachers	May 27, 2016
Students	May 26, 2016

### **LEGAL HOLIDAYS**

September 7, 2015	Labor Day
November 11, 2015	Veterans Day
November 26, 2015	Thanksgiving Day
November 27, 2015	Day After Thanksgiving Day
December 24, 2015	Christmas Eve
December 25, 2015	Christmas Day
December 31, 2015	New Year's Eve
January 1, 2016	New Year's Day
January 18, 2016	Dr. Martin Luther King Jr. Day
February 8, 2016	Abraham Lincoln's Birthday
February 15, 2016	George Washington's Birthday
May 30, 2016	Memorial Day

### **SCHOOL RECESS DATES**

November 23-27, 2015	Thanksgiving Recess
December 21, 2015 through January 3, 2016	Christmas/Winter Recess
March 21, 2016 through March 25, 2016	Spring Recess

### **TRIMESTERS**

Last Day of First Trimester	November 6, 2015
Last Day of Second Trimester	February 26, 2016
Last Day of Third Trimester	May 26, 2016

### **SEMESTERS**

Last Day of First Semester	December 18, 2015
Last Day of Second Semester	May 26, 2016

## **San Bernardino City Unified School District SCHOOL CALENDAR 2016-17**

### **ADULT SCHOOL PROGRAM**

### **FIRST DAY OF SCHOOL**

Classroom Teachers	August 10, 2016
--------------------	-----------------

Students August 15, 2016

**LAST DAY OF SCHOOL**

Classroom Teachers May 26, 2017  
Students May 25, 2017

**LEGAL HOLIDAYS**

September 5, 2016	Labor Day
November 11, 2016	Veterans Day
November 24, 2016	Thanksgiving Day
November 25, 2016	Day After Thanksgiving Day
December 23, 2016	Day Before Christmas Eve
December 26, 2016	Day After Christmas Day
December 30, 2016	Day Before New Year's Eve
January 2, 2017	Day After New Year's Day
January 16, 2017	Dr. Martin Luther King Jr. Day
February 13, 2017	Abraham Lincoln's Birthday
February 20, 2017	George Washington's Birthday
May 29, 2017	Memorial Day

**SCHOOL RECESS DATES**

November 21-25, 2016	Thanksgiving Recess
December 19, 2016 through January 2, 2017	Christmas/Winter Recess
March 20, 2017 through March 24, 2017	Spring Recess

**TRIMESTERS**

Last Day of First Trimester	November 4, 2016
Last Day of Second Trimester	February 24, 2017
Last Day of Third Trimester	May 25, 2017

**SEMESTERS**

Last Day of First Semester	December 16, 2016
Last Day of Second Semester	May 25, 2017

**STUDENT SERVICES**

9.29 Amendment No. 1 to the Agreement with Strumpf Associates, Center for Strategic Change, Washington, D. C., to Assist in the Implementation of a Comprehensive Strategic Plan for Adult School

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

BE IT RESOLVED that the Board of Education approves amending the agreement with Strumpf Associates, Center for Strategic Change, Washington, D. C., as approved by Board on July 1,

2014, Agenda Item No. 7.42. The agreement is being amended to increase the contract amount by \$26,300.00 for an aggregate contract amount not to exceed \$81,900.00 to conduct additional Branding Focus Groups, final strategic plan for 2015-2018, and to manage the comment card system and course evaluations estimated for six on-site days and six off-site days. In addition, Strumpf Associates will assist in developing a career pathway website for student use. The additional cost will be paid from the Restricted Fund 11/Adult Education-GED, Account No. 137. All other terms and conditions remain the same.

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

9.30 Amendment No. 1 to the Facility Lease Agreement with California State University, San Bernardino, CA for the Indian Springs High School Graduation Ceremony

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

BE IT RESOLVED that the Board of Education approves amending the facility lease agreement with California State University, San Bernardino, CA as approved by Board on October 21, 2014, Agenda Item No. 9.28. This amendment is necessary to increase the contract amount by \$1,500.00 to include the use of the stage for an aggregate contract amount not to exceed \$12,805.00. The additional cost will be paid from the Unrestricted General Fund- Indian Springs Start-Up, Account No. 010. All other terms and conditions remain the same.

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

9.31 Renewal of the Agreement with The Regents of the University of California, Riverside, CA to Develop and Implement the Mathematics, Engineering, Science Achievement (MESA) Program at Del Vallejo Middle School

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

BE IT RESOLVED that the Board of Education approves renewing the agreement with The Regents of the University of California, Riverside, CA, to develop and implement the Mathematics, Engineering, Science Achievement (MESA) Program effective July 1, 2015, through June 30, 2016. The MESA Program will enrich the math and science experiences of District students, particularly students from socially and economically disadvantaged backgrounds. The program will increase the number of disadvantaged students entering college with particular attention and preparation for professions in engineering and mathematics-based fields. UCR MESA hosts hands-on math and science competitions at local and regional levels to give students the opportunity to meet other scholars and compete for awards and scholarships. MESA provides one-on-one or group guidance regarding students' academic performance and college admission requirements. There is no cost to the District.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, to

sign all related documents.

9.32 Renewal of the Agreement with Young Visionaries, San Bernardino, CA to Administer the Successfully Motivating African-Americans through Resiliency Training (SMAART) Program at Del Vallejo Middle School

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

BE IT RESOLVED that the Board of Education approves renewing the agreement with Young Visionaries, San Bernardino, CA, to administer the Successfully Motivating African-Americans through Resiliency Training (SMAART) Program, effective July 1, 2015, through June 30, 2016. The program will enhance the academic performance of students by addressing their socio-emotional needs. Students will receive mentoring from professionals to learn career opportunities and strategies on how to achieve their goals. Student will also engage in workshops addressing the importance of health, nutrition, and character/career development. There is no cost to the District.

Youth Services

9.33 Expulsion of Student(s)

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

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:

\*(S) 5/13/1999      \*(S) 11/8/2003      \*(S) 2/5/1999      \*(S) 10/23/1997  
(S) 3/3/2002

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

\*\*The Board does hereby expel the pupil for a period of one semester, and does hereby order the enforcement of the expulsion suspended for the following semester, allowing him/her to be considered for re-enrollment in the district under suspended expulsion as deemed appropriate for the rehabilitation of the pupil, per Education Code section 48917.

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



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

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

BE IT RESOLVED that the following student(s) were recommended for suspension, but suspension is deemed inappropriate based on due process errors, insufficient evidence, and/or the availability of other means of correction in compliance with Education Code Section 48900. Therefore, although they were recommended for suspension, the suspension was reversed or modified.

**3/31/1999**

9.35 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

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

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:

**6/8/2000**

**9/14/1998**

**8/16/2002**

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

**10.0 SESSION TEN - Action Items**

10.1 Personnel Report #21, Dated May 5, 2015

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

BE IT RESOLVED that the Personnel Report #21, dated May 5, 2015, be ratified and/or approved as presented. Personnel actions included in this report are in accordance with policies of the Board of Education, the rules and regulations of the Personnel Commission, and the District's Affirmative Action Plan.

10.2 Adoption of 2015-2016 Middle College High School Calendar

Upon motion by Member Savage, seconded by Member Tillman, and approved by the affirmative vote of Members Flores, Gallo, Hill, Medina, Perong, Savage, and Tillman (Noes:



Request	Date	W	SP	SA	AP	AR	BQS	BC
Resident Substitute Plan								X
Salinas Elementary School Student SCIPP Projects			X					
Schoolwide Achievement Data and Student Discipline		X						
Secondary Grading Policy Recommendations								
Solar Project Recommendations								
Unconscious Bias Training		X						
Waterman Gardens Specific Plan								
Recognition of Youth Court Students			X					

AP-Administrative Presentation  
AR-Administrative Report  
BC-Board Correspondence  
BQS-Board Quarterly Strategic  
SA-Student Achievement  
SP-Special Presentation  
W-Workshop

Board Quarterly Strategic Meeting Dates

Friday, June 19, 2015, Executive Dining Room, 9 a.m.-2 p.m.

10.5 Follow Up on Requests and Questions from Board and Community Members as of April 29, 2015

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

	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
<b>BUSINESS SERVICES – MRS. KING</b>					
1	01/20/15	Inform the Board when employees complete capital assets training.	Mr. Tillman	6/15	In progress
<b>COMMUNICATIONS – MRS. BARDERE</b>					
2	03/18/14	Promote our middle schools to parents.	Mrs. Savage	6/15	In progress
3	03/04/14	Is there a central number for parents to call for District information?	Mrs. Hill	6/15	In progress
<b>COMMUNITY PARTNERSHIP – MR. MURRIETA</b>					
1	04-07-15	Look into ways to assist schools, such as Hunt and Del Rosa, which did not receive any LCAP Innovation awards.	Mrs. Hill	6/15	
2	02/18/14	Organize field trips to take parents to visit colleges.	Mrs. Medina	6/15	In progress
3	11/19/13	Get a legal opinion on what the School Board's role will be with the revised CaSA.	Mr. Gallo	6/15	In progress
<b>DEPUTY SUPERINTENDENT – DR. VOLLKOMMER</b>					

	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
1	01/20/15	Create an MOU for the District's partnership with the City on strategic planning.	Dr. Flores	6/15	In progress
2	07/15/14	Remind principals to continue "SOT" discussions.	Robert Rodriguez	6/15	In progress
3	07/01/14	How many grants did California Consulting write for us and how much money did they bring in?	Mrs. Perong	6/15	In progress
4	05/6/14 06/3/14	She is being bullied at her daughter's school. Her son was released to someone not on the emergency release card. Kimbark principal filed a false School Police report.	Esmeralda Negrete	6/15	In progress
5	04/15/14	Require schools that hire consultants to complete an evaluation form so teachers could review recommendations or concerns.	Mrs. Perong	6/15	In progress
6	03/18/14	Establish a structured, equitable athletic program.	Dr. Flores Mr. Gallo Mrs. Savage	6/15	In progress
7	01/21/14	Where are we with parent engagement?	Mrs. Perong	6/15	In progress
8	01/14/14	How far are we with the program evaluation process?	Mrs. Perong	6/15	In progress
9	09/10/13	Develop a plan so students' schedules aren't changed after three weeks.	Elsa Valdez	6/15	In progress
10	08/20/13 11/19/13 01/21/14	Revisit having an Enrollment Center. Establish a Parent Engagement Center, possibly in combination with the Enrollment Center	Dr. Flores Mrs. Hill Mrs. Medina	6/15	In progress
11	02/5/13 07/2/13	Consider installing video cameras in all classrooms.	Richelle Capozio Stephen Gianni	6/15	Staff will work with SBTA to examine possibilities.
<b>EDUCATIONAL SERVICES – DR. ZAMORA</b>					
	03/17/15	What is the process for School of Choice?	Mrs. Perong	6/15	In progress
1	03/03/15	CAHSEE Questions: a. What is the success rate of students who re-took it? b. Over the past 5 years what money has been spent to enhance the passing rate and what is the comparison now? c. What are the demographics of students that passed per high school? d. How many seniors have not passed?	Mr. Tillman	6/15	In progress
2	02/03/15	How many former private or charter school students that attend Richardson PREP HI, left the District afterward?	Mrs. Perong	6/15	In progress
3	01/20/15	Explore partnering with University of	Dr. Flores	6/15	In progress

	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
		Redlands College of Education and UCR for a career pathway.			
4	01/13/15	What are the next steps for the LCAP student achievement piece? Who has oversight? How are steps prioritized? What is the cost? When will funding be provided?	Mrs. Medina	6/15	In progress
5	12/02/14	Why doesn't the District pay for a bilingual resource teacher at Oehl Elementary School?	Jessica Garth	6/15	In progress
6	11/18/14	Can Dual Immersion be incorporated into GATE classes?	Mrs. Medina	6/15	In progress
7	11/18/14	Connect with Pilar Avila and Dorene Dominguez to help with career pathways.	Dr. Flores	6/15	In progress
8	10/21/14	Include raw data, not just percentages on KPIs.	Dr. Flores	6/15	In progress
9	09/02/14	Can SBVC offer remediation courses for our exiting seniors in the summer?	Mrs. Medina	6/15	In progress
10	07/15/14	Promote the Student Film Competition.	Mrs. Medina	6/15	In progress
11	07/15/14	Mail information to homes regarding all parent trainings.	Mr. Tillman	6/15	In progress
13	07/01/14	Work on an enrollment priority MOU with UCR.	Dr. Flores	6/15	In progress
14	05/06/14	Create a plan and intervention team to prevent students from becoming long-term ELLs.	David Servant	6/15	In progress
15	03/18/14	Have a plan for charter school students if their charter is revoked.	Board Consensus	6/15	In progress
16	02/04/14	Conduct a longitudinal study of student voice at the middle school level.	Dr. Flores	6/15	In progress
17	01/21/14	Provide the cost of textbook adoptions.	Mr. Tillman	6/15	In progress
<b>FACILITIES/OPERATIONS – MR. PEUKERT</b>					
1	04-07-15	Provide information on the Certificate of Occupancy Pilot Program (school fees)	Mr. Gallo	6/15	In progress
2	04-07-15	Look into bringing back the "Schools that Sparkle" program	Mrs. Medina	6/15	In progress
3	03/03/15	Can an "odor log" be set up at Alessandro ES?	Ericka Flores	6/15	In progress
4	01/20/15	Invite City Council members to tour the new schools.	Mrs. Savage	6/15	In progress
5	01/13/15	Provide information on what local preferences are allowed to be offered on bids.	Mr. Gallo	6/15	In progress
6	12/09/14	Investigate the pros and cons of operating high school libraries extra hours, similar to Carter High School.	Mrs. Hill	6/15	In progress
7	10/21/14	Plant trees around Alessandro to help with the air quality.	Penny Newman	6/15	In progress

	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
<b>HUMAN RESOURCES – DR. WISEMAN</b>					
1	03/17/15	Compare combination classes with like districts and is the number of combination classes going up or down?	Mr. Tillman	6/15	In progress
2	02/17/15	Are long term subs assigned when a teacher is placed on paid or unpaid leave?	Dr. Flores	6/15	In progress
3	02/17/15	Provide the ethnic breakdown of new hires and promotions by job classification for management and classified employees, for three years.	Dr. Flores	6/15	In progress
4	02/03/15	Recruit retired teachers to return as substitutes.	Mrs. Hill	6/15	In progress
5	02/03/15	List the number of courses that will be affected at QEIA high schools.	Dr. Flores	6/15	In progress
6	11/19/14	Can we add academic advisors at high schools to support our counselors and students?	Mrs. Medina	6/15	In progress
7	09/02/14	Provide the list of classroom overages.	Mrs. Perong	6/15	In progress
8	08/19/14	Provide information on the teachers not holding appropriate English Learner authorization.	Board Consensus	6/15	In progress
9	07/01/14	Notify teachers that Cal State is offering an online certification program for special education teachers.	Mrs. Perong	6/15	In progress
10	07/01/14	How much do we pay to the JPA?	Mr. Gallo	6/15	In progress
11	06/03/14	Can the District provide awareness and prevention training to teachers and staff to address issues of possible false allegations from students?	Mrs. Medina	6/15	In progress
12	04/08/14	Establish a formal process for internships.	Mr. Tillman	6/15	In progress
13	04/08/14	Are special education teachers properly credentialed?	Mrs. Medina	6/15	In progress
14	03/18/14	How will you collect the names and screen those people that want to be mentors?	Mrs. Medina	6/15	In progress
15	03/18/14	Why does a parent have to sign a School-Parent Compact?	Joe Mora	6/15	In progress
16	01/21/14	Contract with a company to do a staffing analysis.	Mr. Tillman	6/15	In progress
<b>SCHOOL POLICE – CHIEF PAULINO</b>					
	04-21-15	Wants a monthly report on the School Police's Positive Feedback program either in Follow Up or presentation	Mrs. Perong	6/15	
1	06/03/14	What incidents are students cited for?	Dr. Flores	6/15	In progress
2	04/15/14	Provide a wish list for the School Police Department.	Mrs. Perong	6/15	In progress
<b>STUDENT SERVICES – DR. MITCHELL</b>					
1	04-07-15	What is the number of students suspended on a regular basis?	Mrs. Medina	6/15	In progress

	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
2	04-07-15	How many students with high absenteeism is because of asthma?	Mrs. Medina	6/15	In progress
3	04-07-15	What types of incidents are there in lower grades (5,6,7)? Wants raw suspension data.	Dr. Flores	6/15	In progress
4	04-07-15	How many students are suspended end up dropping out?	Dr. Flores	6/15	In progress
5	04-07-15	What are the dropout rates by gender, ethnicity?	Dr. Flores	6/15	In progress
6	01/20/15	Look at tardy policy to see if it may be deterring students from attending class or school.	Dr. Flores	6/15	In progress
7	01/20/15	What would the cost be to have an in-house suspension room with a certificated employee?	Mrs. Perong	6/15	In progress
8	01/20/15	Consider offering incentives to increase student attendance.	Mrs. Savage	6/15	In progress
9	01/20/15	What percent of special education students have high numbers of absences?	Mrs. Medina	6/15	In progress
10	01/20/15	Compare the District's attendance policy to CSBA's sample.	Dr. Flores	6/15	In progress
11	01/20/15	Give the Board a recommendation on additional funding needed for strategies to increase student attendance.	Mr. Gallo Mr. Tillman	6/15	In progress
12	12/02/14	Do CAPS students have better attendance and fewer referrals?	Mrs. Hill	6/15	In progress
13	11/19/14	Provide a report of the number of devices per student, by school.	Mrs. Medina	6/15	In progress
<b>STRATEGIC PLANNING</b>					
1	02/18/14	Create something similar to Richardson at other schools.	Mrs. Medina	6/15	In progress
2	01/21/14	Consider offering bus tickets and look at other strategies to allow students to get to and from school safely for Strategy 9. Safe passages to school.	Mrs. Hill	6/15	Added to Operational Strategic Planning.
3	11/05/13	Look at a later starting time for secondary students.	Mr. Gallo Mrs. Hill	6/15	To be discussed at the Cabinet Quarterly Strategic Planning meeting.
4	12/17/13	Consider teachers presenting challenging classes in a language other than English.	Ms. Sanchez-Spears	6/15	In progress
<b>SUPERINTENDENT – DR. MARSDEN</b>					
1	01/20/15	Send a thank you letter to Hope Worldwide.	Dr. Flores	6/15	In progress
2	01/20/15	Invite City Council members to a Board meeting to discuss topics of mutual interest.	Mrs. Savage	TBD	In progress

	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
3	01/20/15	Invite Ron Bennett, County Council, Steve Pontell, and CORE representatives to make a presentation on the City's Specific Plan.	Consensus	TBD	In progress
4	10/21/14	The Board should prioritize the KPIs.	Mr. Tillman	6/15	In progress
5	10/21/14	Use lobbyists or grant writers to find money to pay for the Alessandro filters.	Mr. Tillman	6/15	In progress
6	10/21/14	Lobby for funds to do a longitudinal study of the BNSF Rail Yard.	Dr. Flores	6/15	In progress
7	10/07/14	Consider having a Student Board Representative	Ron Fletcher	6/15	In progress
8	10/07/14	Look into policy and voting rights of a Student Board member.	Mr. Gallo	6/15	In progress
9	12/03/13	Consider reading "Other People's Children" or "Multiplication is for White People" for the next book study.	Dr. Flores	6/15	In progress

### ***11.0 SESSION ELEVEN - Closed Session***

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

#### **Student Matters/Discipline**

##### **Conference with Labor Negotiator**

(Government Code 54957.6)

District Negotiator: Peter Fagen, Fagen Friedman & Fulfrost, LLP.

Discussion concerning Superintendent's employment contract.

##### **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

#### **Non-Reelection of Certificated Employee(s)**

##### **Public Employee Appointment(s)**

Title: Middle School Principal

#### **Public Employee(s) Discipline/Dismissal/Release**

##### **Anticipated Litigation**

(Government Code Section 54956.9(b)(1))

Number of Cases: One

### ***12.0 SESSION TWELVE – Action Reported from Closed Session***



Upon motion by Member Perong, seconded by Member Medina, and approved by the affirmative vote of Members Gallo, Hill, Medina, Perong, Savage, and Tillman; Member Flores left at 11:11 p.m. (Noes: None), the following was adopted:

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

VENKATESAN, SUDHA: Middle School Principal, effective date, work year and salary to be determined. Funding: 035.

Upon motion by Member Tillman, seconded by Member Savage, and approved by the affirmative vote of Members Gallo, Hill, Medina, Perong, Savage, and Tillman; Member Flores left at 11:11 p.m. (Noes: None), the following was adopted:

BE IT RESOLVED that the Board of Education approves rescinding the Board action on March 3, 2015 to not renew employment the following certificated employee for the 2015-2016 school year pursuant to Education Code 44929.21.

HR-CERT-14-15-11

### ***13.0 SESSION THIRTEEN - Adjournment***

Upon motion by Member Perong, seconded by Member Tillman, and approved by the affirmative vote of Members Gallo, Hill, Medina, Perong, Savage, and Tillman; Member Flores left at 11:11 p.m. (Noes: None), the meeting was adjourned at 11:16 p.m.