

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
9/1/15**

June 16, 2015

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

SESSION ONE – Opening

1.0 Opening

1.1 Call to Order

President Gallo called the meeting to order at 5:30 p.m.

1.2 Pledge of Allegiance to the Flag

The meeting was opened with the Pledge of Allegiance to the Flag of the United States of America.

1.3 Adoption of Agenda

Agenda item 1.5 was added to the agenda.

Upon motion by Member Flores, seconded by Member Savage, and approved by the affirmative vote of the members, the agenda was adopted as presented.

1.4 Inspirational Reading

Board member Abigail Medina talked about the L.A. Times article regarding the state of San Bernardino City and how it doesn't represent how the district is building for future. She thanked Dr. Marsden for his vision and Mike Gallo for STEM. She ended by saying that we are moving forward in our district and she was proud of the district and the city.

1.5 Richard Lennox, a Program Specialist at Cajon High School and Cajon students spoke about the Consuelo Kickbush's Be the One program where 50 students and 60 parents participated. Students said it was a great program where they learned how to interact, social skills, and life lessons. The program brought together people who would never have met and that listening to everyone's past helped to realize anything was possible. It was a big impact to know that other people overcame their problems and motivated them to believe in themselves. Mr. Lennox spoke on how within three days the program got real and that students were speaking to the parent group. He said that this program should be all over the district. Lynda Savage stated it was our job as a district to make students successful. Abigail Medina said that many of us grew up in similar situations to the ones described by the students. Margaret Hill commended them for sharing their voice. It is our job to help you move to the next level. Barbara Flores, who attended the program, said it was awesome and we need to continue to support these programs.

SESSION TWO - Special Presentation(s)

2.0 *Special Presentation(s)*

2.1 Environmental Excellence Award

The District received the Environmental Excellence Award from Cenergistic that recognizes the impact the District's energy program is having on natural resources. Vice President of Marketing, Karen McIlwaine, spoke on the cost savings the district has achieved -- a 26% cost savings totaling nearly \$9.5 million in the 30 months since working with Cenergistic. They showed a short video highlighting the district's energy program.

SESSION THREE – Administrative Presentation

3.0 *Administrative Presentation*

3.1 Renaming of the San Bernardino Adult School

Kennon Mitchell, Assistant Superintendent, Student Services and Karen Bautista, principal of the San Bernardino Adult School, presented a recommendation to rename the San Bernardino Adult School to the "Inland Career Education Center". The new name would better represent the new direction of the adult school to provide training and certification in high demand, high growth job markets and higher education. She presented a PowerPoint presentation which showed the steps they have gone through beginning in 2014 with engagement with staff, students and the community to decide on a new name and logo for the school. Adult School student, David Ramos, spoke in favor of the name change. He had to drop out of school due to illness and he received his GED from the school and is now in the Vocational Nursing program. Melanie Petago, Adult School Program Specialist also supports the name change as she believes it aligns with their vision. She stated they received great feedback from the community. With the name change it would expand their name recognition further. Mr. Mitchell said that the school would still offer the same classes. Mr. Gallo stated that that are only 1 or 2 schools that still call themselves Adult Schools, they have changed to job centers to academies. Mr. Tillman was fine with the name change but wanted to keep the District's logo, not have a separate one for the school. Ms. Bautista said that the new logo would be just like other high schools having their own logos. Mrs. Hill said she liked the logo. All board members stated they liked the new name but agreed that there should be a transition period where the new name would still have Adult School listed. Mr. Tillman asked what the cost would be to change out to the new name. Ms. Bautista stated they have been saving and putting money aside for the transition. Mr. Tillman said he would still like to know how much. Mr. Gallo asked Mrs. Bautista to let them know.

SESSION FOUR- Administrative Report(s)

4.0 *Administrative Report(s)*

4.1 Local Control and Accountability Plan (LCAP) and 2015-16 Budget Adoptions

Matty Zamora, Assistant Superintendent, Educational Services and Janet King, Director of Fiscal Services presented a brief report on LCAP and a summary of new funding and next steps with a PowerPoint presentation. It will be brought back to the August 18, 2015 board meeting for board approval of revisions and redistribution of funds. Danny Tillman expressed concern that it would take so long to bring back and wanted to know if the timeline could be revised so that they could spend the money sooner. Mr. Gallo said to bring it to the July 21st meeting to start the process. Dr. Marsden stated that it would be a very condensed process to engage community, but that it didn't reclude the board from bringing items sooner. The subcommittee will meet to

vet out before July 21st. Many people are gone due to summer, but will work on bringing it back sooner. Mr. Tillman asked if there were any restrictions for the money. Mrs. King said it was much like Proposition 98 and Dr. Marsden stated it was not restricted but that it was to be used for students' direct services. Mrs. King reiterated that sites have already received their funding allotments and that it was only this additional money they wouldn't receive until after board approves. Mrs. Hill asked that this budget did not affect the Chromebooks? Dr. Mitchell said no and that they were on schedule to do training in July and August. Mr. Gallo asked about the \$100,000 grant from Sunne McPeak to fund this rollout and Dr. Mitchell said they would bring an update to the board on July 21st. Mr. Tillman said that some parents told him they did not get phone calls and that the goal was every student should have internet at home and Chromebooks if they needed them. Dr. Mitchell said they used the Fthe goal was to hand out 4500 and keep 500 back for replacements, loss, etc. He also shared that there would be the need for funding for additional staff to support the Chromebooks and that 60 high school students would also be trained to provide support. Mr. Gallo said this would be a great opportunity for internship.

SESSION SIX – Public Comment

6.0 Public Comment

Board moved Public Comments up due to time.

Miguel Machado with ICIC applauded the work done on the Parent Engagement Centers but said there was still more to be done. He stated that Oakland had allotted \$2.3 million for restorative justice and felt that the budget should be increased for full implementation and PBIS. He would also like to see us as close to zero as possible on suspensions that support and professional development will create this.

Several people addressed the Board regarding substitute teachers' wages/raises: Teresa Rehberg stated that Adelanto paid \$135 per diem and \$155 over 20 days. SBCUSD pays \$130 per diem. She said that we are losing subs to other districts; Stephen Gianni stated subs were asking for a 5% increase. Negotiations got frustrating and said their contract was not very strong. Workshops are very beneficial for subs and that there are not enough subs to cover classrooms. He said that he worked with Dr. Wiseman but still running short. He believes it is because of the district's reputation and he hopes they can come to a positive conclusion; Joseph Sisneros said the district needed to stay competitive, to negotiate in good faith and find a good number for the subs; John Deboe said that we are all members of a team and there was an expectation of same value as contributing members with same skills. The teachers and classified have received contracts – we ask that ours be the same - 5% and 2%; Teresa Hunter said the district needs to keep pace with other districts. Moreno Valley USD raised theirs – they understood the price increases and the need to keep up with other districts. We need to be comparable; Maximillan Mena said that he has been a sub for 2 years and been at Arrowview as a long term sub. He loves the district and his job. He said subs make connections with the students and have the skills. He also suggested implementing PBIS for subs to help with difficult students so that the kids won't see you as just the babysitter. When asked by Mrs. Medina, Dr. Mitchell said they do receive PBIS training; Richelle Capozio stated that the SBTA received health benefits; Lisa Van Proyen said she has been a sub with the district for about one year. Through attending workshops she has found that most subs come from professional backgrounds. She would like to see the district use subs more, to pick their brains, and ask subs for feedback because subs go from site to site and observe things. She would also like the district to allow subs a 24 hour advance notice to learn lesson plans. Right now they only get about 10 minutes when they get to schools to familiarize themselves with the site, plans, etc.; and Ron Fletcher said that subs don't feel like they are being treated as equals. Subs would like to continue their training but they need a wage increase. He said our district was in the middle with Fontana (\$115) and Rialto (\$121) being low. Barbara Flores said that we need to be competitive.

Mrs. Negrete asked what would the cost would be for the adult school name change. Staff said they will look into it and bring the cost back. Dr. Marsden invited her to attend the next Extended Cabinet meeting.

SESSION FIVE - Public Hearing(s)

5.0 Public Hearing(s)

5.1 Fund Balances Above the Minimum Reserve Requirements - Fiscal Year 2015-16

Janet King, Fiscal Services Director explained Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

Combined Assigned and Unassigned /Unappropriated Fund Balances

2015-16 Unrestricted General Fund Ending Balance	\$25,354,179
District Standard Reserve Level based upon Total Expenditures	2%
Required Reserves for Revolving Cash	\$ 211,000
Required Reserves for Stores	\$ 500,000
Reserve for Economic Uncertainties at 2%	\$12,089,000
Projected Remaining Unassigned Balance to Substantiate Need	\$12,554,179

Reasons for Fund Balances in Excess of Minimum Reserve for Economic Uncertainties

Due to the short timeline between publication of May Revision and Budget Adoption, additional funds were included in the Budget as placeholders and additional One Time funding is included in the Unassigned Fund Balance. The timeline for Extended Cabinet/Community Budget Advisory Coalition to meet and develop recommendations to the Board for action needs to be completed by August 18. This process will ensure adequate time to consider all stakeholders input.

Mrs. Medina asked what Stores were and Mrs. King explained that it was for revolving cash – an asset the district can't spend and is held in reserve as a non-spendable item. Mr. Tillman asked if there was law that addresses fund balance. Mrs. King said nothing specifically, but as a budget process.

There were no public comments.

SESSION SEVEN - Reports and Comments

7.0 *Reports and Comments*

7.1 Report by San Bernardino Teachers Association

Robert Rodriguez spoke about the LA Times article referring to the district as subpar. He stated that are schools were significantly better than subpar and hoped the district would respond to the article. He said that he agreed the Adult School should keep that name along with the new name. He asked that the district find funding for reduced classes.

7.2 Report by California School Employees Association

Carl Greenwood said that a month ago the district said they were working on the out of class issue but that nothing has been done. He met with HR, nothing got done. He told the board they were headed toward litigation. He asked that we follow the rules of state. Out of class is 120 days for those that pass test/90 days for those that fail. Dr. Marsden stated that the board removed the temporary staffing items from the agenda and that no action would be taken tonight.

7.3 Report by Communications Workers of America

Ron Fletcher said that at the last board meeting board item approved \$600,000 for Anderson, Atkinson, Loya, and Ruud (AALR) and this agenda there is an item to approve \$600,000 for the entire year. He handed out a letter from a Rialto student about student representation and asked for the district to appoint one for next year. Mr. Gallo asked how they did theirs and Mr. Fletcher said that it rotates each year through the high schools and that it usually is the student body president. Mrs. Flores mentioned that we increased AALR twice for \$1.2 million. Dr. Wiseman said the amendment for \$600,000 was for litigation. Mr. Gallo asked what the total legal amount was and Dr. Wise reported that July 2014 – April 2015 it was \$1.2 million and should end up with a total of \$1.3 million. Mrs. Flores said it should be more than that if AALR was at \$1.2 million and we have other legal firms. Mr. Gallo said we cannot predict litigation.

7.4 Report by San Bernardino School Police Officers Association

No report given.

7.5 Report by San Bernardino School Managers

No report given

7.6 Board Protocol Discussion

Protocol #4: “Individual requests for reports, surveys, projects, etc. will be directed only to the Superintendent.”

Mr. Tillman said that he doesn't call the superintendent every time but calls different people. Dr. Marsden is busy and he doesn't see how the board can be effective if they have to go through the superintendent. Things are time sensitive, what if Dr. Marsden isn't available? Mr. Gallo said that we are holding Dr. Marsden accountable. Dr. Marsden said that this could add additional work to staff and you might not know it. If I am not available there is a system in play that someone is in control. Dr. Flores said that the board should know when Dr. Marsden is unavailable and who is in charge. She also said that she lets the superintendent know if she talks to someone. Mr. Gallo said that this is the general practice, there are always extenuating circumstances. Mr. Tillman said that staff knows to let the superintendent know if they are contacted. Mrs. Savage stated that protocols are the way we are supposed to act. We had a board member who went directly to an assistant superintendent and demanded a report by a certain time. This is why we put this protocol in.

7.7 Comments by Board Members

Individual Board members may wish to share a comment, concern, and/or observation with other Board members and/or staff about a topic not on the agenda. In addition, individual Board members may wish to suggest items to be scheduled on a future agenda.

Abigail Medina said that an Educator pathway should be created at AVHS, where the students would go to college and come back to our district to teach. She would talk with Dr. Marsden offline regarding the Secondary grading policy.

Margaret Hill stated that Roxanne Williams with the City Council was going to do a rebuttal to the LA Times article. She attend the Beyond Diversity training. It was outstanding. She said it was the first time in 40 years we were asked to look at ourselves. When we can understand our students we can do great things.

Barbara Flores said she also attended the Beyond Diversity and it was transformative. She saw the student diversity and how they talked about being invisible but that they saw hope. She attended a CABA delegation of four to Mexico City to meet with Federal directors. One of the issues they were having was that our American kids are going back to Mexico and can only speak English and they don't know what to do. They want to start bilingual programs and want to know how to get transcripts. A bank has developed financial literacy in Spanish and all our districts have access to that for free. Also Google supported Mayahii.org, is an open source knowledge in one place. The Secretariat of Public Education (Dept. of Education) access for free books, K-12, doesn't know how to distribute. EdTrust West – LCAP/LCFF – evaluation rubric, what will be standard measure.

7.8 Board Committee Reports

No reports.

7.9 Comments by Superintendent and Staff Members

Dr. Marsden attended the 66ers Stuff the Bus – sports equipment; he and Dr. Vollkommer attended the Alignment USA; Principal Institute; Beyond Diversity will be senior leadership, board members, so forth; worked with Robert Rodriguez on Unconscious Bias training, working in parallel with Beyond Diversity; Arwyn Wild, Serrano MS, received the Gold Ribbon award and Tommie Archuleta, Hillside, received National Blue Ribbon award. Dr. Marsden said that

he did speak to the LA Times reporter for 30 minutes regarding the article calling SBCUSD subpar. He will meet with him in person. We had a Cajon High School student drafted into the major league. Branden Becker was picked by the Orioles.

7.10 Book Study – Making Hope Happen, Practicing the Three Hope Strategies
Discussion on Chapter 9, Futurecasting: Making Your Goals Come Alive, pages 125-141.
Dr. Marsden said this chapter was the crux of the work. We measured students level of hope, there was a high level of hope.

SESSION EIGHT – Consent Calendar

8.0 *Consent Calendar*

Certain items of business require review and approval by the Board of Education. Other items are for information and review only. Therefore, the following items are grouped as a consent list for receipt and approval. When members have questions about items included in the consent calendar, these items are pulled out of the group and considered separately.

Items 8.33, 8.38, and 8.39 were pulled.

Items 8.60, 8.61, 8.64, and 8.67 were held for later consideration.

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

8.1 Approval of Minutes

BE IT RESOLVED that the Minutes of the Board of Education Meeting held on May 5, 2105 be approved as presented.

8.2 Amendment No. 1 to the Agreement with American Productivity and Quality Center, Inc. (APQC), Houston, TX, for Process and Performance Management (PPM) Project Action Team Professional Development and APQC Education Knowledge Base Access

BE IT RESOLVED that the Board of Education approves amending the agreement with American Productivity and Quality Center, Inc. (APQC), Houston, TX, as approved by Board on April 7, 2015 Agenda Item No. 9.2. The agreement is being amended to extend the term of the agreement from June 30, 2015 to November 30, 2015 to finalize PPM services to the District. There is no additional costs to the District. 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.

8.3 Facilities Use Agreement with Inland Empire 66ers Baseball Club of San Bernardino, Inc., San Bernardino, CA, for the 2015 Employee Gathering for Excellence Event

BE IT RESOLVED that the Board of Education approves entering into a facilities use

agreement with Inland Empire 66ers Baseball Club of San Bernardino, Inc., San Bernardino, CA, for the 2015 Employee Gathering for Excellence Event, effective July 31, 2015. The cost, not to exceed \$10,000.00, will be paid from the Unrestricted General Fund – Community Engagement Plan, Account No. 094.

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

8.4 Acceptance of Gifts and Donations to the District

BE IT RESOLVED that the Board of Education acknowledges receipt of \$250.00, First Presbyterian Church, San Bernardino, CA; \$300.00, San Bernardino School Employees Federal Credit Union, San Bernardino, CA; \$1,200.00, Community and School Alliance Foundation, San Bernardino, CA; \$375.00, Brian Willemse, Running Springs, CA; \$600.00, Michele Beckman, Yucaipa, CA; \$200.00, Michele Beckman, Yucaipa, CA; \$400.00, Michele Beckman, Yucaipa, CA; \$250.00, Corina Borsuk, San Bernardino, CA; \$1,000.00, The Brentwood Society, San Bernardino, CA; \$2,000.00, Frederick and Brenda Garcia, Patton, CA; \$100.00, Brittina Rollins, San Bernardino, CA; \$258.08, Lifetouch National School Studios, Eden Prairie, MN; \$200.00, Kaye Glass, San Bernardino, CA; 275 gift bags with a total value of \$280.00, Achieve 3000, Hermosa Beach, CA; Two (2) gift baskets and 250 lanyards with a total value of \$140.00, Schools First Federal Credit Union, Santa Ana, CA; Snacks and refreshments with a total value of \$100.00, Cardenas Market, Ontario, CA; Two (2) Gift cards with a total value of \$100.00, Lakeshore Learning, Carson, CA; Gift packets and certificates with a total value of \$2,000.00, El Torito Restaurant, San Bernardino, CA; \$100.00, Darren McBay, Highland, CA; \$100.00, Mark Rohn, Highland, CA; \$100.00, Sylvia Garcia, San Bernardino, CA; \$100.00, Lisa Galindo, Beaumont, CA; \$100.00, Karen Obst, Murrieta, CA; \$100.00, Bob McBay, Murrieta, CA; \$100.00, Nelson Roza, Beaumont, CA; \$100.00, Lora Young, CA; \$100.00, Mark Gunn, CA; Two (2) bicycles and two (2) helmets with a total value of \$190.00, Horace Mann, San Bernardino, CA; \$500, Terry Shoup, Redlands, CA, VISA gift card with a total value of \$250.00, School Cents, Los Alamitos, CA.

8.5 Amendment No. 1, Assignment of Contract, RFP No. 20-13 Learning Management Systems (LMS) with Lightspeed Systems, Bakersfield, CA, to Its Learning, Inc., Newton, MA

BE IT RESOLVED that the Board of Education approves amending the agreement with Lightspeed Systems, Bakersfield, CA approved by the Board on April 8, 2014, Agenda Item 10.17. The District has accepted the assignment of the contract to ItsLearning, Inc., Newton, MA. Lightspeed has notified the District that they will no longer support their Learning Management Systems (LMS) platform.

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

8.6 Amendment No. 1 to the Agreement with Athens Services, City of Industry, CA, for Refuse and Waste Hauling and Recycling Services

BE IT RESOLVED that the Board of Education approves amending the agreement with Athens Services, City of Industry, CA, as approved by Board on April 6, 2010, Agenda Item No. 9.29. The agreement is being amended to extend the term of the agreement to December 31, 2015 while the District initiates a Request for Proposal for Refuse and Waste Hauling and Recycling Services. 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.

8.7 Amendment No. 1 to the Agreement with Digital Networks Group, Inc., Bid No. 14-20, Infrastructure Cabling, Equipment and Services

BE IT RESOLVED that the Board of Education approves amending the Agreement with Digital Networks Group, Inc. approved by Board on March 3, 2015, Agenda Item 9.5. This contract amendment is required to incorporate Change Order 1 adding lines 307 through 335 to the Master Price Sheet, Bid No. 14-20, Infrastructure Cabling, Equipment and Services. The additional items are required to complete cabling projects District-wide and will be ordered on an as-required basis based on the revised Master Price Sheet unit pricing. All other terms and conditions remain the same.

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

8.8 Authorize Kimbark Elementary School Parent Teacher Organization

BE IT RESOLVED that the Kimbark Parent Teacher Organization, a separate and distinct organization not under the control of the school district, composed of parents at Kimbark Elementary School be authorized for the 2015-2016 school year.

BE IT FURTHER RESOLVED that this authorization may be revoked by the Superintendent or designee if considered necessary.

8.9 Bid No. 14-31, Chain Link Fencing and Associated Materials

BE IT RESOLVED that bids were received from Crown Fence Supply Company, San Bernardino, CA; Diamond Fence Company, San Bernardino, CA; Quality Fence Company, Inc., Paramount, CA; and AZ Construction, Inc., La Puente, CA.

BE IT ALSO RESOLVED that Bid No. 14-31, Chain Link Fencing and Associated Materials, be awarded to Crown Fence Supply Company, San Bernardino, CA; and to Quality Fence Company, Inc., Paramount, CA; the lowest responsive/responsible bidders meeting District specifications in accordance to PCC 20118.1.

<u>BIDDER</u>	<u>TOTAL AMOUNT BID TAX INCLUDED</u>	<u>DISCOUNT FROM PUBLISHED PRICE LIST</u>	<u>TERMS</u>
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Crown Fence Company San Bernardino, CA	\$95,104.73	N/A	Net 30
Quality Fence Company, Inc. Paramount, CA	\$125,682.58	Up To 30%	2% Net 30

BE IT ALSO RESOLVED that the District may purchase from both vendors by lowest line item, by discount from published price list, or by “cost plus” method.

BE IT ALSO RESOLVED that the District reserves the right to purchase more than or less than the quantities indicated on a line item basis, as needed through the initial one-year term of bid, and all extensions, not to exceed three years total.

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

8.10 Closure of School Facility Program Projects

BE IT RESOLVED that the School Facilities Projects identified be closed to further activity.

8.11 Commercial Warrant Register for period from May 16, 2015 - May 31, 2015

BE IT RESOLVED that the Commercial Warrant Register for period from May 16, 2015 - May 31, 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.

8.12 Education Protection Account (EPA) Spending Plan for Fiscal Year 2015-16

RESOLUTION TO AUTHORIZE THE EDUCATION PROTECTION ACCOUNT’S SPENDING PLAN

WHEREAS the voters approved Proposition 30 on November 6, 2012;

WHEREAS Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

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

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

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

WHEREAS all monies in the Education Protection Account are hereby continuously

appropriated for the support of school districts, county offices of education, charter schools and community college districts;

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

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

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

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

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

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Governing Board of the San Bernardino City Unified School District hereby authorizes, for fiscal year 2015-16, the monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting.

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

8.13 Fund Closure – Fund 14

BE IT RESOLVED that Fund14 be closed to further activity.

8.14 Legal Fees Budget – Fiscal Year 2014-2015

BE IT RESOLVED that the Board of Education approves the addition of \$100,000.00 budgeted in Legal Fees Account No. 077, resulting in a total budgeted expenditures of \$1,470,000.00

8.15 Mileage and Cell Phone Amounts, Fiscal Year 2015-2016

BE IT RESOLVED that the Board of Education approves the fixed mileage rate, variable mileage rate, and cell phone payment at the following not-to-exceed amounts for the 2015-2016

fiscal year:

Fixed Monthly Certificated Mileage	\$12,000.00
Fixed Monthly Classified Mileage	\$ 2,500.00
Variable Mileage Rate	\$.575
Cell Phone Monthly	\$ 6,000.00

8.16 Renewal of the Agreement with California School Boards Association (CSBA), West Sacramento, CA, to Provide GAMUT Online and Board Policy Manual Maintenance Services to the District

BE IT RESOLVED that the Board of Education approves renewing the agreement with California School Boards Association (CSBA), West Sacramento, CA, to provide GAMUT Online and board policy manual maintenance services to the District, effective July 1, 2015, through June 30, 2016. The cost for services, not to exceed \$11,395.00, will be paid from Unrestricted General Fund – Board of Education, Account No. 066.

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

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

BE IT RESOLVED that the Board of Education approves renewing the agreement with the San Bernardino County Superintendent of Schools (SBCSS), San Bernardino, CA, to provide courier services to the District, effective July 1, 2015 through June 30, 2016. The cost, not to exceed \$28,749.18, will be paid from the Unrestricted General Fund – Business Services, Account No. 068.

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

8.18 Renewal of the Agreement with School Innovations and Advocacy, Pasadena, CA, to Provide Professional Assistance in the California State Mandate Reimbursement Process Program

BE IT RESOLVED that the Board of Education approves renewing the agreement with School Innovations and Advocacy (SI&A), Pasadena, CA, to provide professional assistance in the preparation and filing of reimbursement claims for the California State Mandate Reimbursement Process Program, effective July 1, 2015 through June 30, 2016. The cost for services, not to exceed \$28,500.00, will be paid from Unrestricted General Fund – State Mandated Reimbursement Program (MRP).

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

8.19 Renewal of the Agreement with The Counseling Team International, San Bernardino, CA, to Provide Counseling Services to District Employees

BE IT RESOLVED that the Board of Education approves renewing the agreement with The Counseling Team International, San Bernardino, CA, to provide counseling services to District employees, effective July 1, 2015, through June 30, 2016. The cost for services, not to exceed \$87,000.00, will be paid from Unrestricted General Fund – Employee Assistance Program, Account No. 256.

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

Purchasing Department, to sign all related documents.

8.20 Renewal of the Agreement with Ventiv Technology, San Ramon, CA, to Provide License and Maintenance and Support for iVOS® Hosting Services and Bill Review Services

BE IT RESOLVED that the Board of Education approves renewing the agreement with Ventiv Technology, San Ramon, CA, to provide license and maintenance and support for iVOS® Hosting Services and Bill Review Services, effective July 1, 2015 through June 30, 2016. The fee, not to exceed \$225,000.00, will be paid from the Restricted Fund 67 — Workers' Compensation, Account No. 00D.

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

8.21 Agreement with Carlson Educational Consulting, Canyon Lake, CA, to Increase use of STEM Activities Through Professional Development and Oversee the Implementation of an Engineering Pathway

BE IT RESOLVED that the Board of Education approves entering into an agreement with Carlson Educational Consulting, Canyon Lake, CA, to increase the use of STEM activities through professional development and oversee the implementation of an engineering pathway, effective July 1, 2015 through June 30, 2016. The cost for services, not to exceed \$15,000.00, will be paid from Restricted General Fund – Elementary Secondary Education Act Title I, Account No. 501.

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

8.22 Agreement with NCS Pearson, Inc. Lebanon, IN, to Provide Mathematics Professional Development and Support Services

BE IT RESOLVED that the Board of Education approves entering into an agreement with NCS Pearson, Inc., Lebanon, IN, to provide 30 days of mathematics professional development and support services, effective August 1, 2015 through September 30, 2015. The fee, not to exceed \$94,500.00, will be paid from the Unrestricted General Fund— Local Control and Accountability Plan, Account No. 419.

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

8.23 Approval of the LEA Plan

BE IT RESOLVED that the Board of Education approves the Local Education Agency (LEA) Plan.

BE IT FURTHER RESOLVED that Matty Zamora, Assistant Superintendent, Educational Services, be authorized to sign all documents related to the submission of the LEA Plan on behalf of the Board of Education.

8.24 Approve Charter Extension for Center for Learning and Unlimited Educational Success (CLUES) and Adopt Resolution Effectuating that Action; Approve the Special Education Memorandum of Understanding Between the District and CLUE

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

WHEREAS, the Center for Learning and Unlimited Educational Success (“CLUES” or “Charter School”) was previously authorized and granted a charter (“Charter”) by the District Board for a term of two years expiring on June 30, 2015; and

WHEREAS, a charter petition and supporting documentation (“Petition”) were submitted to the District requesting to renew the Charter on or about April 17, 2015 for a five-year term of July 1, 2015 through June 30, 2020; and

WHEREAS, in compliance with California Education Code Sections 47605 and 47607 and California Code of Regulations, Title 5, Section 11966.4, the District Board is required to approve or deny the request for charter renewal within sixty (60) days of receipt of the renewal petition, unless that timeline is extended for up to thirty (30) additional days by mutual written agreement of the parties; and

WHEREAS, a public hearing on the provisions of the renewal Charter was conducted on May 19, 2015, pursuant to Education Code Section 47605, at which time the District Governing Board considered the level of support for the Charter by teachers employed by the District, other employees of the District, and parents; and

WHEREAS, in reviewing and analyzing the renewal Charter, the District noted some issues and concerns and determined that certain changes and revisions to the Charter were necessary in order to support the requested Charter renewal. The District administration is working collaboratively with CLUES on resolution of these issues and implementation of the necessary changes, additions, and revisions and these changes, additions, and revisions will be incorporated into the final Charter Petition; and

WHEREAS, in reviewing the Petition for the Charter renewal, the Governing Board is cognizant of the intent of the Legislature that charter schools are, and should become, an integral part of the California educational system and the establishment of charter schools should be encouraged; and

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

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

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

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

BE IT FURTHER RESOLVED AND ORDERED that the Board of Trustees, having fully

considered and evaluated the Petition and supporting documentation, hereby conditionally approves extending the Charter for a one (1) year term commencing on July 1, 2015 and ending on June 30, 2016, subject to certain changes being made to the Charter Petition, supporting documents and submission of a revised audit for the 2013-2014 school year and brought back to the District Board by no later than July 31, 2015 for final approval by the District Board; and

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

PASSED AND ADOPTED this 16th day of June 2015 by the Governing Board of the San Bernardino City School District by the following vote:

AYES IN FAVOR OF SAID RESOLUTION: _____

NOES AGAINST SAID RESOLUTION: _____

ABSTAINED: _____

Dated: _____

By: _____

Michael J. Gallo
President, Governing Board
San Bernardino City Unified
School District

Dated: _____

By: _____

Dale Marsden
Secretary, Governing Board
San Bernardino City Unified
School District

**Special Education
Memorandum of Understanding
Governing Special Education Services
Between
San Bernardino City Unified School District,
and Center for Learning and Unlimited Educational Success, Inc.**

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 Center for Learning and Unlimited Educational Success, Inc., which operates Center for Learning and Unlimited Educational Success, (“CLUES” 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 CLUES, Charter School, or the School shall apply with full force and effect to CLUES Leadership Academy, Inc.

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 CLUES, 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:
Center for Learning and Unlimited Educational Success

c/o Center for Learning and Unlimited Educational Success, Inc.
1777 W. Baseline Road San Bernardino, CA 92411
San Bernardino City Unified School District Charter Schools Division
777NorthFStreet San Bernardino, CA 92410 (909) 381-1100 (909) 226-1762

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:

Signature

Print Name

Date

CHARTER SCHOOL:

Signature

Print Name

Date

8.25 Consolidated Application and Reporting System (CARS) for Spring Submission, 2015-2016

BE IT RESOLVED that the Board of Education approves the Consolidated Application and Reporting System (CARS), spring submission 2015-2016 for Categorical Program funds.

BE IT FURTHER RESOLVED that Matty Zamora, Assistant Superintendent, Educational Services, be authorized to sign all documents related to the submission of the Consolidated Application on behalf of the Board of Education.

8.26 Payment for Services Rendered by Non-Classified Experts and Organizations

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

Rick VanDermyden, Elk Grove, CA, to provide a one-day workshop for up to 25 participants entitled, "The Five Levels of Leadership", a blueprint for developing a leadership culture, effective July 28, 2015. The fee, not to exceed \$7,500.00 includes cost of training materials, will be paid from the Unrestricted General Fund – Local Control Accountability Plan, Account No. 419.

8.27 Regional Occupational Program Teacher Salary Increase

BE IT RESOLVED that the Board of Education approves the five percent hourly/salary increase retroactive to July 1, 2014 for the District's Regional Occupational Program teachers. The total cost will be paid from the Restricted General Fund, Regional Occupational Program, Resource 6350.

8.28 Renewal of the Agreement with Houghton Mifflin Harcourt/The Leadership and Learning Center, Englewood, CO, to Provide Rigorous Curriculum Design (RCD) Professional Development for District Teachers

BE IT RESOLVED that the Board of Education approves renewing the agreement with Houghton Mifflin Harcourt/The Leadership and Learning Center, Englewood, CO, to provide Rigorous Curriculum Design (RCD) professional development for District teachers, effective July 1, 2015 through June 30, 2016. The cost, not to exceed \$238,650.00, will be paid from the Unrestricted General Fund—Local Control Accountability Plan, Account No. 419.

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

8.29 Renewal of the Agreement with Segerstrom Center for the Fine Arts, Costa Mesa, CA, for Arts Teach Residency at Palm and Anton Elementary Schools

BE IT RESOLVED that the Board of Education approves renewing the agreement with Segerstrom Center for the Fine Arts, Costa Mesa, CA, to present the Center's Arts Teach Residency, effective August 3, 2015 through June 30, 2016. The cost, not to exceed \$100,600.00, will be paid from the Unrestricted General Fund—Targeted Instructional Improvement Block, Account No. 612.

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

Purchasing Department, to sign all related documents.

8.30 Request for Waiver of California High School Exit Exam (CAHSEE) Passage Requirement for Student(s) with a Disability

BE IT RESOLVED that the Board of Education approves the Waiver of CAHSEE Passage Requirement for Students with a Disability:

8.31 Amendment No. 3 to the Professional Services Agreements for Architectural and Engineering Services for Additional DSA Pre-Checked Two Story Classroom Buildings

BE IT RESOLVED that the Board of Education approves amending the professional services agreements with PSWC Group Architects, San Bernardino, CA, and GKKworks, Pasadena, CA, for architectural and engineering services for additional DSA pre-checked two story classroom buildings at Lankershim, Lytle Creek, and Wilson elementary schools to replace existing portable buildings as part of the Overcrowding Relief Grant (ORG) Program. This amendment will extend the ending date to June 30, 2016. 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 said Amendment No. 3.

8.32 Amendment No. 10 to the Agreement with URS Corporation Program Management Services to Manage the Facilities Capital Improvement Program

BE IT RESOLVED that the Board of Education approves amending and extending the agreement with URS Corporation, Rancho Cucamonga, CA, effective July 1, 2015, through June 30, 2016, with a one (1) year renewal option. The estimated total cost of \$1,972,555.75, plus reimbursables, will be paid from Funds 21, 25, 35, and 40.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Purchasing Director, to sign said Amendment No. 10.

8.34 Approval to Establish and Exceed the Change Order Limitation for Fata Construction & Development for Bid No. F09-03 Re-Bid, Category No. 3 - New Construction for the H. Frank Dominguez Elementary School Project

BE IT RESOLVED that the Board of Education approves establishing and exceeding the 10% change order limitation of Public Contract Code Section 20118.4 for Fata Construction & Development, Bid No. F09-03 Re-Bid, New Construction for the H. Frank Dominguez Elementary School Project, Category No. 03 - Off-Site Improvements and On/Off-Site Utilities due to unforeseen conditions. County Counsel has reviewed and approved the request to exceed the 10% change order limitation. The cost, not to exceed \$59,861.88, will be paid from Funds 21, 25, 35 and 40. All other terms and conditions remain the same.

8.35 Notice of Completion, Bid No. F09-03 Re-Bid, Category No. 3 - New Construction for the H. Frank Dominguez Elementary School Project

BE IT RESOLVED that the Board of Education authorizes filing a Notice of Completion for Bid No. F09-03 Re-Bid, New Construction for the H. Frank Dominguez Elementary School, for the work awarded to the Contractor listed below:

Category No. 3 - Off-Site Improvements and On/Off-Site Utilities

Fata Construction & Development

Riverside, CA

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

8.36 Notice of Completion, Bid No. F12-01, Classroom Additions at Muscoy and Vermont Elementary Schools Project

BE IT RESOLVED that the Board of Education authorizes filing a Notice of Completion for Bid No. F12-01, Classroom Additions at Muscoy and Vermont Elementary Schools project, for the work awarded to the Contractor listed below:

General Contractor

Angeles Contractor, Inc.

San Bernardino, CA

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

8.37 Renewal of the Agreement with Global Environmental Training & Consulting, Inc., West Covina, CA, to assist the District in Control of Hazardous Waste Material

BE IT RESOLVED that the Board of Education approves renewing the agreement with Global Environmental Training & Consulting, Inc., West Covina, CA, to provide 24-hour per day Asbestos Hazard Emergency Response (AHERA) compliance including engineering and consulting services to support Maintenance and Operations with filing permits required by governmental agencies effective July 1, 2015 through June 30, 2016. The fee, not to exceed \$50,000.00, will be paid from the Unrestricted General Fund—Maintenance of Facilities, Account No. 076.

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

8.40 Cafeteria Warrant Register, May 1 - May 31, 2015

BE IT RESOLVED that the Cafeteria Warrant Register, May 1 - May 31, 2015, be approved.

BE IT FURTHER RESOLVED that the Board of Education authorizes Adriane Robles, Nutrition Services Director; Gerald Bramlett, Nutrition Services Program Manager; John A. Peukert, Assistant Superintendent, Facilities/Operations; or James Cunningham, Accounting Services Director; to sign disbursements. Two signatures are required on all cafeteria warrants.

8.41 Food Service Agreement with St. Adelaide Academy

BE IT RESOLVED that the Board of Education approves entering into a meal program food service agreement with St. Adelaide Academy, Highland, CA, effective July 1, 2015 through June 30, 2016. This standardized agreement may be extended by mutual written consent one (1) fiscal year at a time up to a total of three (3) years, subject to the terms and conditions agreed upon by the parties by June

30 of each year. Written notice of changes to terms and conditions may include, but not be limited to, price changes, location(s) and number/style of meals served. There is no cost to the District.

District pricing schedule for 2015-16 is as follows:

	Breakfast		Student Lunch		Adult Lunch		Snack
	<u>Family-Style</u>	<u>Box-Style</u>	<u>Family-Style</u>	<u>Box-Style</u>	<u>Family-Style</u>	<u>Box-Style</u>	
Reimbursable					\$3.25	\$3.25	\$1.45
Non-	\$2.20		\$3.20		3.25		3.25
Reimbursable	\$2.20	1.95	\$3.10	3.10	1.05		
	1.95		3.00				

20-meal minimum for delivery; 10-meal minimum for pick-up.
Delivery fee = \$1.00/mi. if >15 mi. from Nutrition Services.

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

8.42 Agreement with California State University, Fullerton, CA, for Field Experience/Student Teaching (CalState TEACH) Teacher Preparation Program

BE IT RESOLVED that the Board of Education approves entering into an agreement with California State University, Fullerton, CA, for field experience/student teaching (CalState TEACH) Teacher Preparation Program, effective July 1, 2015 through June 30, 2020. There is no cost to the District.

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

8.43 Amendment No. 1 to the Agreement with Joanny Dianne Martinez, Fontana, CA, to Provide Translation Services at District Board Meetings and Various Community Meetings

BE IT RESOLVED that the Board of Education approves amending the agreement with Joanny Dianne Martinez, Fontana, CA for translation services at District Board meetings and various community meetings. This amendment is to increase the contract amount by \$10,200.00 for an aggregate not to exceed contract amount of \$16,700.00. The additional cost will be paid from the Unrestricted General Fund- Human Resources-Certificated Personnel, Account No. 070. 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.

8.44 Amendment No. 1 to the Noyce Scholarship Program (Phase II) and Consulting Services with University Enterprises Corporation, San Bernardino, CA

BE IT RESOLVED that the Board of Education approves amending the Noyce Scholarship Program (Phase II) and consulting services with University Enterprises Corporation, San Bernardino, CA. The amendment is to increase the cost for services by \$2,800.00 to continue with Phase II services. The additional costs will be paid from the Restricted General Fund – Title II Human Resources, Account No. 537. 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.

8.45 Amendment No. 3 to the Agreement with Manning & Kass, Ellrod, Ramirez, Trester, LLP, Scottsdale, AZ, to Provide Legal Services for Labor, Personnel and Employment Issues

BE IT RESOLVED that the Board of Education approves amending the agreement with Manning & Kass, Ellrod, Ramirez, Trester, LLP, Scottsdale, AZ for legal services for labor, personnel and employment issues. The amendment is to increase the amount by \$85,000.00, for

an aggregate contract amount not to exceed \$195,000.00. The additional costs will be paid from the Unrestricted General Fund – Legal Fees, Account No. 077. 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.

8.46 Emergency Contract Award, Arroyo Valley High School

BE IT RESOLVED that the Board of Education unanimously approves an emergency request to the County Superintendent of Schools asking for approval to enter into any necessary contract(s) in writing or otherwise on behalf of the District for the emergency response, environmental testing, abatement and replacement of damaged SBCUSD property without advertising for or inviting bids. The total cost for these repairs is estimated not to exceed \$30,000.00. Invoices will be paid through the Joint Powers Authority (JPA) and the pools insurance companies including Carl Warren and Company. The cost to the District is the insurance deductible of \$5,000.00.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Purchasing Director, to sign all documents deemed necessary for this emergency.

8.47 Memorandum of Agreement for the Student Teaching Program with the University of the Pacific, Gladys L. Benerd School of Education, Stockton, CA

BE IT RESOLVED that the Board of Education approves entering into a memorandum of agreement for the Student Teaching Program with the University of the Pacific, Gladys L. Benerd School of Education, effective July 1, 2015 through June 30, 2020. There is no cost to the District.

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

8.48 Renewal of the Agreement with Atkinson, Andelson, Loya, Ruud and Romo, Cerritos, CA to Provide Legal Services for District Issues

BE IT RESOLVED that the Board of Education approves renewing the agreement with Atkinson, Andelson, Loya, Ruud and Romo, Cerritos, CA, to provide legal services to the District, effective July 1, 2015 through June 30, 2016. The fee, not to exceed \$600,000.00, will be paid from the Unrestricted General Fund—Legal Fees, Account No. 077.

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

8.49 Renewal of the Agreement with Central Occupational Medicine Providers, Riverside, CA, to Perform After-Hours Testing Non-Industrial Medical Screening Services to District Employees

BE IT RESOLVED that the Board of Education approves renewing the agreement with Central Occupational Medicine Providers, Riverside, CA, to perform after-hours non-industrial medical screening testing services to District employees, effective July 1, 2015 through June 30, 2016. The cost for services, not to exceed \$2,000.00, will be paid from the Unrestricted General Fund –

Non-Industrial Medical, Account No. 084.

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

8.50 Renewal of the Agreement with Fox Occupational Medical Center, San Bernardino, CA, to Provide Non-Workers Compensation Medical Services

BE IT RESOLVED that the Board of Education approves renewing the agreement with Fox Occupational Medical Center, San Bernardino, CA, to perform non-workers' compensation medical services, including laboratory services, on an as-needed basis, effective July 1, 2015 through June 30, 2016. Education Code Section 49406 requires that District employees be periodically screened for tuberculosis at District expense. The cost, not to exceed \$64,000.00, will be paid from the Unrestricted General Fund—Non-Industrial Medical (Risk Management), Account No. 084.

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

8.51 Renewal of the Agreement with Joanny Dianne Martinez, Fontana, CA, to Provide Interpretation and Translation Services at District Board Meetings and Various Community Meetings

BE IT RESOLVED that the Board of Education approves renewing the agreement with Joanny D. Martinez, Fontana, CA, to provide interpretation and translation services at District Board meetings and various community meetings effective July 1, 2015 through June 30, 2016. The services include oral interpretation and written translations services from English to Spanish, on an as-needed basis. The fee, not to exceed \$7,500.00, will be paid from the Unrestricted General Fund—Human Resources –Certificated Personnel, Account No. 070.

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

8.52 Renewal of the Agreement with Manning & Kass, Ellrod, Ramirez & Trester, LLP, Scottsdale, AZ, to Provide Legal Services Regarding Labor Law, Personnel and Employment Issues

BE IT RESOLVED that the Board of Education approves renewing the agreement with Manning & Kass, Ellrod, Ramirez & Trester, LLP, Scottsdale, AZ, to provide legal services regarding labor law, personnel and employment issues, effective July 1, 2015 through June 30, 2016. The fee, not to exceed \$100,000.00, will be paid from the Unrestricted General Fund—Legal Fees, Account No. 077.

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

8.53 Renewal of the Agreement with San Bernardino County Superintendent of Schools (SBCSS), San Bernardino, CA, for Teacher-on-Special Assignment (TOSA), Multiple Sites

BE IT RESOLVED that the Board of Education approves renewing the agreement with San

Bernardino County Superintendent of Schools, San Bernardino, CA, for teacher-on-special assignment, multiple sites effective July 1, 2015, through June 30, 2016.

The SBCSS will acquire the services of a District teacher for Teacher on Special Assignment for SBCSS to meet the goals of the RIMS AVID program. The teacher will remain the employee of the District. The SBCSS is responsible for selection of the teacher and will provide supervision of the teacher. The SBCSS will reimburse the District for the pro-rata share of the annual salary and benefits of the TOSA not to exceed \$111,000.00.

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

8.54 Renewal of the Agreement with the University of Southern California, Rossier School of Education, Los Angeles, CA, and 2U, Inc., Landover, MD, to Provide Teacher Candidates

BE IT RESOLVED that the Board of Education approves renewing the agreement with the University of Southern California, Rossier School of Education, Los Angeles, CA, and 2U, Inc., Landover, MD, to provide teacher candidates, effective July 1, 2015 through June 30, 2020. 2U, Inc. will pay an honorarium to each guiding teacher of the District for participation in the program. There is no cost to the District.

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

8.55 Renewal of the Educational Fieldwork Agreement with the University of Redlands, CA

BE IT RESOLVED that the Board of Education approves renewing the educational fieldwork agreement with the University of Redlands, CA, to provide educational fieldwork experience to students enrolled in the Professional Educational curriculum and/or the Communicative Disorders curriculum of the University, effective July 1, 2015 through June 30, 2020. There is no cost to the District.

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

8.56 Renewal of the Field Placements Agreement with California State University, San Bernardino, CA

BE IT RESOLVED that the Board of Education ratifies renewing the field placements agreement with California State University, San Bernardino, CA, effective May 1, 2015 through June 30, 2020. There is no cost to the District.

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

8.57 Renewal of the Internship Agreement with California Baptist University, Riverside, CA

BE IT RESOLVED that the Board of Education approves renewing the internship agreement

California Baptist University, Riverside, CA, effective July 1, 2015 through August 31, 2020.

The interns will not displace a certificated employee of the District, and must meet the University's competencies or the District's performance criteria during the course of the program. The interns will assume the functions that are authorized by the regular standard credential (EC 44454), and the interns' services will meet the instructional service needs of the District (EC 44458). The interns' salaries will be in accordance with the Internship Act of 1997.

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

8.58 Renewal of the Practice Teaching Agreement with California Baptist University, Riverside, CA

BE IT RESOLVED that the Board of Education approves renewing the agreement with California Baptist University, Riverside, CA, effective July 1, 2015 through June 30, 2020. The District will provide teaching experience through practice teaching to students enrolled in teacher education curricula of the University. There is no cost to the District.

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

8.59 Renewal of the Student Teaching Agreement with Western Governor's University, Salt Lake City, UT

BE IT RESOLVED that the Board of Education approves entering into a student teaching agreement with Western Governor's University, Salt Lake City, UT, effective July 1, 2015 through June 30, 2020. There is no cost to the District.

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

8.62 Renewal of the Memorandum of Understanding with Reach Out, Upland, CA, to Facilitate the Youth Court Component for the Violence Reduction Strategy for Youth Between the Ages of 12 Through 18

BE IT RESOLVED that the Board of Education approves renewing the memorandum of understanding with Reach Out, Upland, CA, to facilitate the Youth Court component for the Violence Reduction Strategy for youths between the ages of 12 through 18, effective July 1, 2015 through June 30, 2016. There is no cost to the District.

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

8.63 Renewal of the Memorandum of Understanding with the Institute for Child Development and Family Relations (ICDFR), California State University San Bernardino, CA, to Provide a Cognitive Training Program for Students at Juvenile Delinquency Court

BE IT RESOLVED that the Board of Education approves renewing the memorandum of Understanding with the Institute for Child Development and Family Relations (ICDFR),

California State University San Bernardino, CA, to provide a cognitive training program for students at Juvenile Delinquency Court, effective July 1, 2015 through June 30, 2016. The cost, not to exceed \$1,500.00, will be paid from the Unrestricted General Fund—Youth Services, Account No. 060.

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

8.65 Affiliation Agreement with Arrowhead Home, San Bernardino, CA, to Provide a Clinical Site for Students enrolled in the Adult School's Certified Nurse Assistants/Home Health Aide Program

BE IT RESOLVED that the Board of Education approves entering into an affiliation agreement with Arrowhead Home, San Bernardino, CA, to provide a clinical site for students enrolled in the Adult School's Certified Nurse Assistants/Home Health Aide Program, effective July 1, 2015 through June 30, 2017. There is no cost to the District.

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

8.66 Renewal of the Agreement with Strumpf Associates, Center for Strategic Change, Washington, DC, to Assist in the Implementation of the New Strategic Plan for the Adult School

BE IT RESOLVED that the Board of Education approves renewing the agreement with Strumpf Associates, Center for Strategic Change, Washington, D. C., to assist in the implementation of the new Strategic Plan, effective July 1, 2015 through June 30, 2016. The total cost, not to exceed \$66,400.00, will be paid from the Unrestricted Adult Education Fund—Adult Education Calworks Funding, Account No. 132.

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

8.68 Renewal of the Agreement with Gartner, Inc., Fair Oaks, CA, to Provide IT Leaders Advisor Services

BE IT RESOLVED that the Board of Education approves renewing the agreement with Gartner, Inc., Fair Oaks, CA, to provide IT Leaders Advisor services effective July 1, 2015 through June 30, 2016. The total cost of \$26,368.00, will be paid from Unrestricted General Fund – DP Networking, Account No. 193.

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

8.69 Renewal of the Agreement with Microsoft Corporation, Redmond, WA, to Provide Microsoft Premier Support Services

BE IT RESOLVED that the Board of Education approves renewing the agreement with Microsoft Corporation, Redmond, WA, to provide Microsoft Premier Support services, effective July 1, 2015, through June 30, 2016. The fee, not to exceed \$61,930.00, will be paid from the

Unrestricted General Fund—DP Networking, Account No. 193.

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

8.70 Renewal of the Agreement with the University of California, Riverside Extension to Provide On-Site Software Development and Network Training Classes to the Information Technology Department Staff

BE IT RESOLVED that the Board of Education approves renewing the agreement with the University of California, Riverside Extension, to provide on-site software development and network training classes to the Information Technology Department staff, effective July 1, 2015 through June 30, 2016. The training will include networking infrastructure and programming of related technologies at a cost of \$7,500.00 per course for a maximum of 4 courses. The cost for services, not to exceed \$30,000.00, will be paid from Unrestricted General Fund—MIS/Data Processing, Account No. 032.

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

8.71 Agreement with Leader Services, West Hazleton, PA, to Assist the District Through the New Random Moment Time Survey (RMTS) Model

BE IT RESOLVED that the Board of Education approves entering into an agreement with Leader Services, West Hazleton, PA, to assist the District through the new Random Moment Time Survey (RMTS) model, effective July 1, 2015 through June 30, 2016. The cost for services, not to exceed \$16,000.00, will be paid from Unrestricted General Fund – Medi-Cal Admin Activity Reimbursement, Account No. 051.

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

8.72 Renewal of the Agreement with Casa Colina Hospital for Rehabilitation, Pomona, CA, to Provide Independent Educational Evaluations (IEE)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Casa Colina Hospital for Rehabilitation, Pomona, CA, effective July 1, 2015 through June 30, 2016. The fee, not to exceed \$20,000.00, will be paid from the Restricted General Fund—Special Education, Account No. 827.

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

8.73 Renewal of the Agreement with Pacific Hearing Services, Rancho Cucamonga, CA, to Provide Audiological Services to Special Education Students

BE IT RESOLVED that the Board of Education approves renewing the agreement with Pacific Hearing Services, Rancho Cucamonga, CA, to provide audiological services to special education students, effective July 1, 2015 through June 30, 2016. The total cost, not to exceed \$57,000.00, will be paid from Restricted General Fund - Special Education, Account No. 827.

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

8.74 Expulsion of Student(s)

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

*(S) 7/27/2002 *(S) 3/9/1999 *(S) 1/12/1999 * 3/25/1999 12/14/1999
**(S) 10/20/2000

*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.

8.75 Lift of Expulsion of Students(s)

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

10/25/2000 8/20/1998 2/10/2000 11/16/2002 3/21/2001 9/4/1997 3/14/1999 11/1/2001
6/29/2001 2/26/2000 10/6/1998 3/8/2003 8/26/1998 6/25/2001 9/10/2000 5/26/1998
2/19/1998 2/6/1999 4/27/1999 12/2/1996 1/26/1998 5/25/2001

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

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

9/5/2002

8.77 Renewal of the Agreement with Addiction Medicine Consultants, Inc., Redlands, CA, to Provide Student Athlete Drug Testing Services

BE IT RESOLVED that the Board of Education approves renewing the agreement with Addiction Medicine Consultants, Inc., Redlands, CA, to provide random student athlete drug

testing services at five District high schools, effective July 1, 2015 through June 30, 2016. Board Policy No. 5131.6, Alcohol and Other Drugs, requires drug testing of all students who participate in school sponsored athletic programs. The services will also be used to administer 20 tests at request of students' parents/guardians with prior approval from Youth Services. The cost for services, not to exceed \$16,000.00, will be paid from Unrestricted General Fund – School Safety Entitlement, Account No. 494.

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

Requester: Director, Youth Services

Approver: Assistant Superintendent, Student Services

8.78 Renewal of the Cooperative Agreement with the County of San Bernardino, Children and Family Services, San Bernardino, CA, for Exchanging and Uploading Information within the Foster Focus System

BE IT RESOLVED that the Board of Education approves renewing the cooperative agreement with the County of San Bernardino, Children and Family Services, San Bernardino, CA, to provide access to the Foster Focus System database to track foster students within the county, effective July 1, 2015 through June 30, 2016. There is no cost to the District.

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

8.60 Renaming of the San Bernardino Adult School

Barbara Flores wanted to ensure a transition process was in place.

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

BE IT RESOLVED that the Board of Education approves the renaming of the San Bernardino Adult School to the "*Inland Career Education Center*".

8.61 Renewal of the Agreement with San Bernardino County Probation Department, San Bernardino, CA, for a Fulltime Probation Officer at San Bernardino High School and Pacific High School

Abigail Medina asked whether the County would be paying for part of this position. It was reported that the County would pay 75% and the District, 25%.

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

BE IT RESOLVED that the Board of Education approves renewing the agreement with San Bernardino County Probation Department, San Bernardino, CA, for a fulltime probation officer,

effective July 1, 2015 through June 30, 2016. The cost for each site is \$28,122.00. The total cost, not to exceed \$56,244.00, will be paid from the Unrestricted General Fund— Local Control and Accountability Plan, Account No. 419.

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

8.64 Sponsorship for Athletes for Life Summer Life Skills Camp

Margaret Hill stated she needed to abstain as she was affiliated with this program.

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

BE IT RESOLVED that the Board of Education approves sponsorship of the Athletes for Life Summer Life Skills Camp, semi-contact football camp at California State University, San Bernardino from July 12 - 15, 2015. The cost, not to exceed \$10,000.00, will be paid from the Unrestricted General Fund – Student Services, Account No. 069.

BET IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing Department or Janet M. King, Director, Fiscal Services to sign all related documents.

8.67 Renewal of the Agreement with University Enterprises Corporation, San Bernardino, CA, for Instructional Classes

Margaret Hill stated she needed to abstain as she was affiliated with this program.

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

BE IT RESOLVED that the Board of Education approves renewing the agreement with University Enterprises Corporation, San Bernardino, CA, to provide instructional classes at the California State San Bernardino Reentry Initiative (CSRI), formerly known as Day Reporting Center, effective July 1, 2015 through June 30, 2016. The Adult School will invoice University Enterprises Corporation for the costs related to providing the instructional classes. University Enterprises Corporation will reimburse the District through a grant received from the California Department of Corrections and Rehabilitation. The total allowable reimbursable amount under the terms of the grant shall not exceed \$75,000.00.

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

Items pulled:

8.33 Amendment No. 10 to the Service Agreement with Manpower Group US, Inc. to Provide Temporary Personnel for Maintenance & Operations and Transportation Departments

8.38 Amendment No. 2 to Professional Service Agreement with Temporary Labor Company to Provide Nutrition Services Management Personnel

8.39 Amendment No. 12 to Service Agreements with Temporary Labor Companies to Provide Nutrition Services Personnel

SESSION NINE – Action Items

9.0 Action Items

9.1 Personnel Report #24, June 16, 2015

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

BE IT RESOLVED that the Personnel Report #24, dated June 16, 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.

9.2 Approval of the Fiscal Year 2015-16 Budget

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

BE IT RESOLVED that the Board of Education adopts the Fiscal Year 2015-16 budget as presented.

BE IT ALSO RESOLVED that the budget as adopted, reserves \$14,790,339 for the cost of self-insured workers' compensation claims.

9.3 Approval of the Local Control and Accountability Plan Draft

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

BE IT RESOLVED that the Local Control and Accountability Plan Draft presented at the Board of Education Meeting held on June 2, 2015, be approved.

9.4 Measure T and N Bonds Citizens' Oversight Committee Membership

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

BE IT RESOLVED that the Board of Education approves the appointment of Erika Maria Delgado De Ramos, At-Large member; and Gloria Macias Harrison, Tax Payers' Organization member, to the Measure T and N Bonds Citizens' Oversight Committee for an initial two-

year term from June 17, 2015 through May 31, 2017.

9.5 Memorandum of Understanding with California State University San Bernardino, CA, for the Guaranteed Admission Program and the Coyote First STEP Experience

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

BE IT RESOLVED that the Board of Education approves entering into memorandum of understanding with California State University San Bernardino, CA, for the Guaranteed Admission Program and the Coyote First STEP Experience, effective July 1, 2015, through June 30, 2016. The District will pay one-third of the costs associated with the Coyote First STEP Experience at a cost of \$500.00 per student for approximately 157 students. The cost for services, not to exceed \$80,000.00, will be paid from Unrestricted General Fund – Local Control Accountability Plan, Account No. 419.

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

9.6 Top 10 Priorities

Will bring back specific recommendations.

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

	Date of	Question/Request	Requested by	Anticipated Completion / Assigned	Status/ Remarks / Action
1	05/06/14	Create a plan and intervention team to prevent students from becoming long-term ELs.	David Servant	4/15-MZ	In progress
2	08/20/13 11/19/13 01/21/14	Establish a Parent Engagement Center, possibly in combination with an Enrollment Center	Dr. Flores Mrs. Hill Mrs. Medina	4/15-KM	In progress
3	02/18/14	Create something similar to Richardson at other schools.	Mrs. Medina	4/15-MZ	In progress
4	01/20/15	Provide recommendation on additional funding needed for strategies to increase student attendance.	Mr. Gallo Mr. Tillman	4/15-KM	In progress
5	01/20/15	Create an MOU for a partnership with the City on strategic planning.	Dr. Flores	5/5-LB	In progress
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Board members may wish to prioritize items to schedule on a future agenda.

9.7 Future Agenda Items

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

Board members may wish to prioritize items to schedule on a future School Board agenda.

Request	Date	W	SP	SA	AP	AR	BQS	BC
AVID		X						
Alessandro Filters								X
Mr. Arce's Research on High		X						
Graduation Rates								
Course Syllabi						X		
Great Kindness Challenge								X
How to Start Marching Bands in Schools.								
Joint Meeting with City Council to Discuss Topics of Mutual Interest								
Joint Powers Authority								
Key Failure Indicators					X			
Operational Strategic Plan								
Resident Substitute Plan								X
Salinas Elementary School Student SCIPP Projects			X					
Secondary Grading Policy Recommendations								
Solar Project Recommendations								
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

9.8 Follow Up on Requests and Questions from Board and Community Members as of June 12, 2015

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

	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
	06-02-15	Parent needs assistance with Summer School	Blanca Sanchez		
	06-02-15	In the LCAP, there was no mention of Latino achievement in annual update, pgs 287-288.	Elsa Valdez		
	05-05-15	How many graduates got diplomas/certificates? Wants raw data.	Dr. Flores		
	05-05-15	How many A-G students completed A-G?	Dr. Flores		
	04-07-15	Look into ways to assist schools, such as Hunt and Del Rosa, which did not	Mrs. Hill		
	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
		receive any LCAP Innovation awards.			
BUSINESS SERVICES – MRS. KING					
1	01/20/15	Inform the Board when employees complete capital assets training.	Mr. Tillman	6/15	In progress
COMMUNICATIONS – MRS. BARDERE					
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
COMMUNITY PARTNERSHIP – MR. MURRIETA					
1	02/18/14	Organize field trips to take parents to visit colleges.	Mrs. Medina	6/15	In progress
2	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
DEPUTY SUPERINTENDENT – DR. VOLLKOMMER					
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				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.
EDUCATIONAL SERVICES – DR. ZAMORA					
	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 Redlands College of Education and UCR for a career pathway.	Dr. Flores	6/15	In progress

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
FACILITIES/OPERATIONS – MR. PEUKERT					
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
HUMAN RESOURCES – DR. WISEMAN					
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
SCHOOL POLICE – CHIEF PAULINO					
1	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	
2	06/03/14	What incidents are students cited for?	Dr. Flores	6/15	In progress
3	04/15/14	Provide a wish list for the School Police Department.	Mrs. Perong	6/15	In progress
STUDENT SERVICES – DR. MITCHELL					
1	04-07-15	What is the number of students suspended on a regular basis?	Mrs. Medina	6/15	In progress
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
STRATEGIC PLANNING					
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
SUPERINTENDENT – DR. MARSDEN					
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
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

SESSION TEN - Closed Session

10.0 Closed Session

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

Anticipated Litigation

(Government Code Section

54956.9(b)(1)) Number of Cases:

Four

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

Existing Litigation

Public Employee Appointment

Title: High School Principal, Adult School Vice Principal

StudentMatters/Discipline

Number of Cases: One

SESSION ELEVEN – Open Session

11.0 Action Reported from Closed Session

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

BE IT RESOLVED that the Board of Education approves the Settlement Authority:# SS-14-15-13 in the amount of \$25,278.00

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

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

BE IT RESOLVED that the Board of Education approves the Settlement Authority:# SS-14-15-14 in the amount of \$27,459.00

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

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

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

ARNESON, JAMIE: Adult School Vice Principal, effective date, work year and salary to be determined. Funding: 35.

SESSION TWELVE - Closing

12.0 Adjournment

By the affirmative vote of the members, the meeting was adjourned at 9:40 p.m.

The regular Board of Education of the San Bernardino City Unified School District scheduled for Tuesday, July 7, 2015, has been canceled. The next regular meeting of the Board of Education of the San Bernardino City Unified School District will be held on Tuesday, July 21, 2015, at 5:30 p.m. in the Community Room of the Board of Education Building, 777 North F Street, San Bernardino.