

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
7/14/15**

May 19, 2015

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

SESSION ONE – Workshop

Board Seat Vacancy

Kegham Tashjian discussed procedures and timelines for implementing the Board action taken on April 21, 2015 to fill the anticipated board seat vacancy by appointment. The Board decided candidates will just make five minute statements. Danny Tillman stated he thought making a motion would work fine but the majority felt a ranking process would work best. Mr. Tashjian explained that nothing could begin until Bobbie turned in her resignation. Once that happened the Board had just 60 days to appoint a new board member. The workshop ended at 5:15 p.m.

SESSION TWO - Opening

2.0 *Opening*

2.1 Call to Order

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

2.2 Pledge of Allegiance to the Flag

Board President Gallo led the Pledge of Allegiance to the Flag.

2.3 Adoption of Agenda

Item 3.3 under Special Presentations, Personnel Commission, was added to the agenda.

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

2.4 Inspirational Reading – Lynda Savage

Board member Lynda Savage highlighted some of the great things that happened recently in the District: Graduation rates are up. The Making Hope Happen Gala was a huge success and she thanked Director of Community Partnerships Hector Murrieta, his staff, Superintendent Marsden, Deputy Superintendent Vollkommer, Assistant Superintendent John Peukert for their

hard work, and ROP for supplying the beautiful flower arrangements. There was also an auction of student art. She stated it was wonderful to see all the positive things that were occurring. Margaret Hill briefly mentioned the Gates Millennium Scholars Project which offers scholarships to students of diverse backgrounds. She said that they received 40,000 applications with 1,000 scholarships given. Two were students from Cajon High School, Alejandra Davila and Marisol Zarate.

SESSION THREE - Special Presentations

3.0 *Special Presentations*

3.1 School Showcase – Golden Valley Middle School

Golden Valley Middle School principal Kristen Bicondova presented information on the inclusion program for special education students. Teachers, Andre Hall, Kayla Cornwall and Carlos Negrete spoke about programs making a positive difference for students. Cheryl Lennox son and her Justin also spoke on how he had struggled in elementary but now at Golden Valley his reading had gone up and he was top in math. Ms. Bicondova also showed a brief video highlighting the school.

3.2 Outstanding Student Awards

The Board honored three elementary students who earned a spot on the All Southern Honor Band: Dylan Nguyen from North Verdemon Elementary; Tyson Rhodes and Dennis Shelby, both from Northpark Elementary. Students honored for making the All Southern Honor Orchestra were Shannon Moreno from Holcomb Elementary; Paulica Prak and Leilani Raich from Northpark Elementary.

3.3 Personnel Commission Annual Report

Valeria Dixon, Personnel Commission Chair, presented the annual report through a Powerpoint presentation. Ms. Dixon stated that 591 positions had been filled to date. The Board thanked the Commission for their efforts.

SESSION FOUR – Student Achievement

4.0 *Student Achievement*

4.1 Key Performance Indicators – Graduation Rates

James Espinoza, Middle College High School principal and Sandra Rodriguez, San Bernardino High School principal spoke about best practices for increasing graduation rates, including the Pyramid-Response to Intervention, year-round credit recovery, expanding AVID and CAHSEE preparation strategies. Parents Mrs. Maria Ochoa and Mrs. Teresa Alba and students Angelica Alegria and Vanessa Olton spoke on the opportunities the district has for students. Board members discussed credit requirements. Mike Gallo stated that electives had been reduced to 40 credits, lower than other districts. Matty Zamora said that current graduates required 230; in 2016 it will be 220. She stated that more credits were needed in Math and in core subjects. Danny Tillman asked why we require more credits than other districts and Matty Zamora explained that it is a process that will take time. She discussed a pilot at San Gorgonio, Cajon, Arroyo Valley, and Middle College high schools for wraparound service for credit recovery for

9th graders. Abigail Medina asked for A-G clarification. Sandra Rodriguez shared: 20-career development; 10-fine arts; 20-physical education; 40-electives; 30-social science; 30-math; 40-science. She said they will work more on adding foreign language and to be more competitive by adding an additional year of math and science. Barbara Flores asked about data on 9th grade. She believes there are not enough teachers to teach A-G courses and we shouldn't have to wait until September for data. Matty Zamora said they are creating strategies to get back on track; best practices to continue A-G pathways; all students have access with a support system; interventions with counselors; APEX program; conversations with parents and they will have data in June. Barbara asked if the new credits for 2016 meet criteria for UC and Matty Zamora said yes. James Espinoza said there would be bi-weekly reports through AVID; two Ds would trigger support and bringing a D up clears probation; 6th period tutoring is mandatory in 9th grade, 10th-11th was voluntary, but if they got Ds it would be mandatory. Sandra Rodriguez spoke on how they wanted to work with parents to empower them and encourage them to be a part of the process. A CAHSEE plan is to have 10th, 11th, 12th grade students prepare their own learning plan based on practice tests and for them to come up with the strategies such as tutoring, asking teachers questions, etc. Both Mrs. Ochoa and Alba spoke about MCHS where they had students. They praised the excellent programs but also spoke about the need for more teachers to teach college courses. They were told that two would start next year. James Espinoza said that MCHS averages 44 units per student for college credit; AA is 60 credits. He also said that he encourages students to identify their goals-rigorous college experience, careers identified, or AA upon graduation. Mike Gallo said that if students are taking night courses there might be safety issues. Mr. Espinoza said that SBVC provides inservices to students.

Session Seven, Public Comments, was moved forward.

7.0 Public Comments

John Gaede and Assemblymember Brown recognized Classified School Employees Week and Carl Greenwood accepted certificate from Assemblymember Brown.

Nancy Sanchez-Spears spoke on the Program Specialist VAPA K12 that is internal only. She doesn't believe that we have an internal staff member for this position. The position needs someone with a broad knowledge of all art forms, not just music. She also stated that other art forms need to be elevated to the level of music.

Steven Figueroa commented on equal opportunity in alternative programs. He first stated that awarded contracts hadn't been evaluated, we have many programs and none were evaluated, this is not being transparent. Evaluations should be done on groups awarded large contracts. He then asked what the district was doing for special education needs. There needs to be a special needs component and dollars need to be equitable to all. Reopen access for LEP. The district needs to reach out to special education students who want to go to college.

Kevin Davis, parent of a Cajon High School student, spoke about an issue he had with a teacher at Cajon. He found out that his son was going to have to attend summer school for geometry as he only received 15% grade. He called the school and the teacher was not available and did not return his call. He called again and the teacher asked him why he hadn't checked Aeries to see his son's grade. Mr. Davis asked why he was never contacted. He felt the teacher wasn't receptive, so he contacted the principal. The principal said he preferred Mr. Davis not contact

the teacher again saying that he was confrontational. Mr. Davis stated that a five minute phone call to him could have helped correct the situation before his son had to take summer school. Dr. Marsden said that he was sorry that this happened and he had his full attention on this matter. He would have staff reach out to him.

SESSION FIVE – Public Hearing

5.0 Public Hearing

5.1 Charter Petition Renewal for CLUES Charter School

On April 17, 2015 David Morrow of Center for Learning and Unlimited Educational Success (CLUES) submitted a charter renewal petition to the Charter School Operations Department. A Public Hearing was held to consider the level of support for the charter renewal petition. Mr. Morrow stated CLUES has a 90% attendance rate; has 4 AP courses; was A-G approved and had 4 paid internships. He and staff work diligently with students, parents, and the community to overcome the challenges students face. Linda Redford, grandmother, stated that the school treats students as a whole and that both CLUES and Woodward charters have been extremely beneficial. CLUES senior, Aaron Weems stated that the staff was amazing and teachers were engaging. Mr. Morrow was passionate and he was the reason that he was striving to meet his goals. He is graduating with a 4.0.

5.2 Public Disclosure of the Tentative Agreement (Article XI – Wages, Article XII - Health and Welfare Benefits, Article XIV - Hours of Employment, Article XV - Class Size, Article XVI - Evaluation Procedures, and Article XXVIII - Term of Agreement) between the San Bernardino City Unified School District and San Bernardino Teachers Association

Upon motion by Member Tillman, 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 accepts the Tentative Agreement between the San Bernardino Teachers Association and the San Bernardino City Unified School District.

BE IT FURTHER RESOLVED that the Board of Education adopts the Tentative Agreement (Article XI – Wages, Article XII - Health and Welfare Benefits, Article XIV - Hours of Employment, Article XV - Class Size, Article XVI - Evaluation Procedures, and Article XXVIII - Term of Agreement) between the San Bernardino Teachers Association (SBTA) and San Bernardino City Unified School District.

5.3 Public Disclosure of the Tentative Agreement (Article VI – Wages, Article VII - Health and Welfare Benefits, Article VIII - Retiree Health Insurance and Article XIV - Leaves) between the San Bernardino City Unified School District and California School Employees Association

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 5% salary increase (and retroactive to) July 1, 2014 for all management staff members (certificated and classified).

BE IT FURTHER RESOLVED that the Board of Education approves a 2% salary increase effective July 1, 2015 for all management staff members (certificated and classified).

5.4 Public Disclosure of Proposed Increase in Salary – Management Personnel

Upon motion by Member Savage, 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 approves 5% salary increase (and retroactive to) July 1, 2014 for all management staff members (certificated and classified).

BE IT FURTHER RESOLVED that the Board of Education approves a 2% salary increase effective July 1, 2015 for all management staff members (certificated and classified).

5.5 Public Disclosure of Agreement (Classified Work Calendars) Between the San Bernardino City Unified School District and California School Employees Association (CSEA)

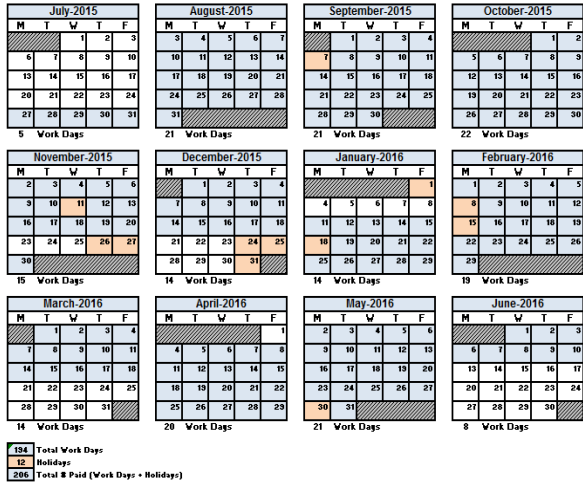
Upon motion by Member Tillman, seconded by Member Flores, and approved by the affirmative vote of Members Flores, Gallo, Hill, Medina, Savage, and Tillman (Noes: None), the following was adopted:

BE IT RESOLVED that the Board of Education accepts the Agreement (Work Calendars) between the San Bernardino City Unified School District and California School Employees Association Chapter 183.

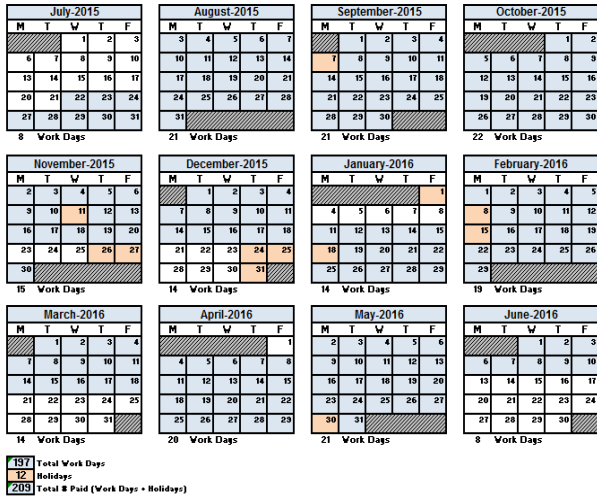




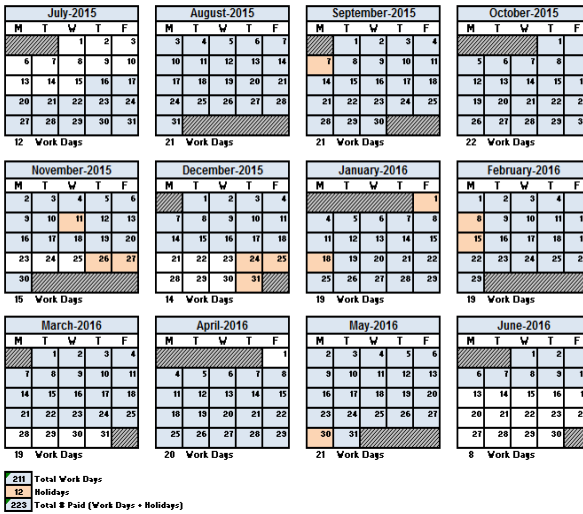
Traditional (FT)
194 Work Days + Holidays



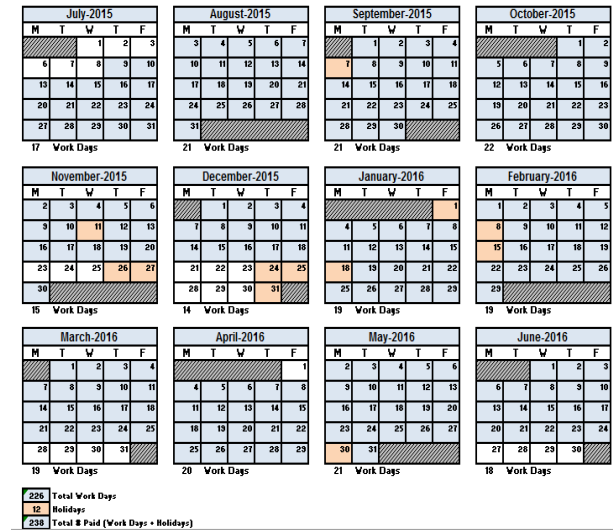
Traditional (PT)
197 Work Days + Holidays

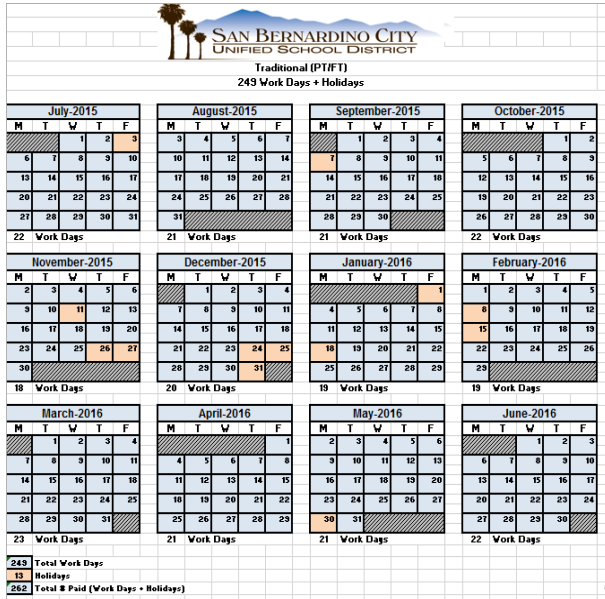


Traditional (FT)
211 Work Days + Holidays



Traditional (PT/FT)
226 Work Days + Holidays







Adult School (FT)

194 Work Days + Holidays

Month	Work Days
July-2015	0
August-2015	21
September-2015	21
October-2015	22
November-2015	15
December-2015	14
January-2016	19
February-2016	19
March-2016	18
April-2016	21
May-2016	21
June-2016	3

194 Total Work Days
 12 Holidays
 206 Total \$ Paid (Work Days + Holidays)



Adult School (PT)

197 Work Days + Holidays

Month	Work Days
July-2015	3
August-2015	21
September-2015	21
October-2015	22
November-2015	15
December-2015	14
January-2016	19
February-2016	19
March-2016	18
April-2016	21
May-2016	21
June-2016	3

197 Total Work Days
 12 Holidays
 209 Total \$ Paid (Work Days + Holidays)



Adult School (FT)

211 Work Days + Holidays

Month	Work Days
July-2015	17
August-2015	21
September-2015	21
October-2015	22
November-2015	15
December-2015	14
January-2016	19
February-2016	19
March-2016	18
April-2016	21
May-2016	21
June-2016	3

211 Total Work Days
 12 Holidays
 223 Total \$ Paid (Work Days + Holidays)



Adult School (PT/FT)

226 Work Days + Holidays

Month	Work Days
July-2015	22
August-2015	21
September-2015	21
October-2015	22
November-2015	15
December-2015	14
January-2016	19
February-2016	19
March-2016	18
April-2016	21
May-2016	21
June-2016	13

226 Total Work Days
 13 Holidays
 239 Total \$ Paid (Work Days + Holidays)



July-2015					August-2015					September-2015					October-2015				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3	3	4	5	6	7	7	8	9	10	11	5	6	7	8	9
6	7	8	9	10	10	11	12	13	14	14	15	16	17	18	12	13	14	15	16
13	14	15	16	17	17	18	19	20	21	21	22	23	24	25	19	20	21	22	23
20	21	22	23	24	24	25	26	27	28	28	29	30			26	27	28	29	30
27	28	29	30	31	31														
22 Work Days					21 Work Days					21 Work Days					22 Work Days				

November-2015					December-2015					January-2016					February-2016				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
2	3	4	5	6		1	2	3	4	4	5	6	7	8	1	2	3	4	5
9	10	11	12	13	7	8	9	10	11	11	12	13	14	15	8	9	10	11	12
16	17	18	19	20	14	15	16	17	18	18	19	20	21	22	15	16	17	18	19
23	24	25	26	27	21	22	23	24	25	25	26	27	28	29	22	23	24	25	26
30					28	29	30	31							29				
18 Work Days					20 Work Days					19 Work Days					19 Work Days				

March-2016					April-2016					May-2016					June-2016				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3			1	2	3	2	3	4	5	6			1	2	3
7	8	9	10	11	4	5	6	7	8	9	10	11	12	13	6	7	8	9	10
14	15	16	17	18	11	12	13	14	15	16	17	18	19	20	13	14	15	16	17
21	22	23	24	25	18	19	20	21	22	23	24	25	26	27	20	21	22	23	24
28	29	30	31		25	26	27	28	29	30	31				27	28	29	30	
23 Work Days					21 Work Days					21 Work Days					22 Work Days				

249	Total Work Days
13	Holidays
262	Total # Paid (Work Days + Holidays)

SESSION SIX - Reports and Comments

6.0 Reports and Comments

6.1 Report by San Bernardino Teachers Association

Robert Rodriguez thanked the Board for their votes on 5.2 and 5.3. He thanked those members who attended the Monte awards. He would like to present a video for his SBTA report at the next board meeting.

6.2 Report by California School Employees Association

Carl Greenwood stated he had a few concerns regarding out of class (OOC) employees. He said that many had been working OOC for over ten years. The Personnel Commission states that they cannot work more than six months. When he has spoken to administration he was told that they wouldn't abide by Ed Code. Mr. Greenwood said the union was not above taking legal action. He spoke with John Peukert about open positions who said there was a lot of work to do. This has been talked about for five years. He said that this wasn't the district moving forward and it wasn't being transparent. If we're going to talk it, we need to walk it. Barbara Flores asked how many staff were OOC and Mr. Greenwood replied there were too many to count. He said the district should be reviewing three per month. Dr. Marsden said it would be the district's pleasure to work with him.

6.3 Report by Communications Workers of America

Ron Fletcher thanked John Peukert for taking care of the ant issue at Warm Springs quickly. He thanked Perry Wiseman for providing the Crucial Accountability training. He commented that Los Angeles had nine charter schools on the list of top charters and Redlands had one. Our charter schools are not on the list. He thanked the district for providing Speed of Trust training to the substitute teachers. He commented on something from the Making Hope Happen book: big thinking without sticking to it, is just wishful thinking.

6.4 Report by San Bernardino School Police Officers Association

No report given.

6.5 Report by San Bernardino School Managers

No report given.

6.6 Board Protocol Discussion – 2nd Protocol

#2 states “any complaint made to a Board member by a citizen or member of the staff is to be referred directly to the Superintendent, who is to resolve it according to Board policy, making certain all Board members are informed”. Danny Tillman stated that he doesn’t follow this and that he couldn’t imagine calling Dr. Marsden for every complaint. Dr. Marsden said that if several board members received complaints it kept him in the loop and made him aware of any hot spot issues. Barbara Flores said that she texts Dr. Marsden on issues. Lynda Savage calls the office and if he is not available she notifies Carla Cross. Mike Gallo asked why we wouldn’t notify the superintendent. It is a good practice to keep Dr. Marsden in the loop and the Board committed to these protocols.

6.6 Comments by Board Members

Lynda Savage said she attended Baccalaureate on May 18th. Barbara Flores spoke about an article regarding Latinos lagging far behind, stating statistics. She mentioned that EdTrust West gave our district an F. She attended the Monte Awards and said it was a great celebration. She mentioned that many teachers have worked for the district for 35, 40 years. Carmen Espinoza received the SBTA’s 1st Innovation in Education Award for working with elementary students at Gomez ES to experience acting and film making. He took Ms. Flores to Gomez to see a film made by students and talked with them. She said this would be a great film/professional arts pathway. Margaret Hill attended three school adoptions – Barton, Wilson, and Del Rosa elementary schools; attended GRIP at Hunt ES; Rio Vista ES graduation, where she met a teacher that was teaching her students to knit, they were currently knitting caps for preemies. She visited Lincoln ES where students were writing 800 get well cards for hospitals. Mrs. Hill mentioned that she was aware of the time and the Board should look at our agenda and what we put ahead of Public Comments. Abigail Medina mentioned graduation rates and IGETC. She thought district should recognize those students and have a ceremony. She stated that implementation of A-G has to come with support and address D’s and F’s, but we are moving in the right direction. She also said that she just became a board member for the San Gorgonio Girl Scouts. Danny Tillman said there was good news on the May Revise and that additional money is coming. The Board needs a discussion on how to utilize that extra money. Dr. Marsden said that a subcommittee would meet to walk through next steps and we would continue to engage community in discussion.

6.7 Board Committee Reports

No reports.

6.8 Comments by Superintendent and Staff Members

Dr. Marsden reported that the Spring Century Club Breakfast was held at Indian Springs High School and it was an outstanding visit. Students took members on tours of ISHS’ career pathways including a medical research lab operated in collaboration with Loma Linda University and a manufacturing lab that used 3D technology. He mentioned the great turnout for the

Making Hope Happen Gala which would help to guarantee college for 100 students. He attended the Unconscious Bias training that SBTA provided and Mrs. Medina mentioned that the district should look into it for the staff. In closing Dr. Marsden spoke about the district's increased graduation rates, the highest since the seventies. He said he received personal congratulations from Gallup organization.

6.9 Book Study – Making Hope Happen, The Present is Not What Limits Us

Dr. Marsden said that there is no relationship between intelligence and hope or between hope and income and that entitlement and passivity are hope killers. Mrs. Flores said that hope costs nothing and the little details make sure hope happens.

SESSION SEVEN – Public Comment

7.0 Public Comment

Due to time, 7.0 was moved to before 5.0.

SESSION EIGHT - Administrative Reports

8.0 Administrative Reports

8.1 Personnel Commission Annual Report

Valeria Dixon, Chair Commissioner for the Personnel Commission, will present the Personnel Commission Annual Report.

SESSION NINE – Consent Calendar

9.0 Consent Calendar

BOARD OF EDUCATION

9.1 Approval of Minutes

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

BE IT RESOLVED that the Minutes of the Board of Education Meetings held on April 7 and April 14, 2015 be approved as presented.

DEPUTY SUPERINTENDENT

9.2 Agreement with Global Trade & Technology (GT2), Hawthorn Woods, IL, to Provide Implementation of the STEM Demonstration Project at Norton and Bing Wong Elementary Schools

Upon motion by Member Tillman, 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 entering into an agreement with Global Trade & Technology, Hawthorn Woods, IL, to provide implementation of the STEM Demonstration Project at Norton and Bing Wong Elementary Schools, effective June 1, 2015, through June 30, 2018. The STEM Demonstration Project will establish real-world STEM framework to achieve cross-curricular integration of content and principles. This includes applications of workplace experiences to foster increased individual student interest and accountability for their participation and performance. The STEM Framework assigns specific tasks to five core groups: STEM Design Team, Model STEM Teachers, Teacher Workgroups, Community Partnerships and Stakeholders. STEM pathways for college and careers will be emphasized during applications to increase students' awareness of college requirements and what level of academic knowledge and skill sets would be required to qualify for specific technical careers of their interest in STEM fields. The total cost, not to exceed \$325,000.00 will be paid from the Unrestricted General Fund, STEM Account No. 054.

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

BUSINESS SERVICES

9.3 Acceptance of Gifts and Donations to the District

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

BE IT RESOLVED that the Board of Education acknowledges receipt of \$500.00, Clever Crazes, Cincinnati, OH; \$140.00, McDonald's Store #17770, San Bernardino CA; \$500.00, Harold & Kelle Vollkommer, San Bernardino, CA; \$20,000.00, Alaina Matthews, Highland, CA; \$3,638.00, Turn Around Arts: California, Los Angeles, CA; \$1,424.00, Turn Around Arts: California, Los Angeles, CA; \$632.00, Friends of Golf, Inc., Blue Jay, CA; \$1,000.00, The Brentwood Society, San Bernardino, CA.

9.4 Amendment No. 5 to the Agreement with Durham School Services, L.P., Warrenville, Illinois, to Provide Student Transportation Services

Upon motion by Member Tillman, 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 amending the agreement with Durham School Services, L.P., Warrenville, IL, approved by Board on April 13, 2010, Agenda Item No. 3.1. The amendment is necessary to extend the term of the agreement through June 30, 2016, while the District goes through the re-bid process. The estimated annual base cost for student transportation services is \$16,640,909.88, for the 2015-16 fiscal year. All other terms and conditions remain the same.

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

9.5 Board Delegation of Powers

Upon motion by Member Tillman, 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:

WHEREAS Education Code Section 35161 provides that the governing board of any school district may execute any powers delegated by law to it and shall discharge any duty imposed by law; and

WHEREAS the Education Code was amended to include language that the governing board "...may delegate to an officer or employee of the District any of those powers or duties....;" and

WHEREAS the Board of Education has previously delegated to the Superintendent certain duties and powers;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education delegates to the Deputy Superintendent and Assistant Superintendents those same duties and responsibilities assigned to the Superintendent when so individually directed by the Superintendent and when the Superintendent's absence will be of 24 hours or more in duration:

Deputy Superintendent
Chief Business Officer, Business Services
Assistant Superintendent, Educational Services
Assistant Superintendent, Facilities/Operations
Assistant Superintendent, Human Resources
Assistant Superintendent, Student Services

BE IT FURTHER RESOLVED that the Board of Education approves delegation of powers for the designated positions effective July 1, 2015, through June 30, 2016.

9.6 Business and Inservice Meetings

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

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

To attend the 28th Annual San Bernardino County Superintendent of Schools Multilingual Recognition Awards Dinner, on Friday, May 1, 2015, at the Radisson Ontario Airport Hotel, Ontario, CA. The total cost not to exceed \$55.00 per person, to be paid from Account No. 544.

Alex Mattison
(Student, San Bernardino High School)

To attend the 28th Annual San Bernardino County Superintendent of Schools Multilingual Recognition Awards Dinner, on Friday, May 1, 2015, at the Radisson Ontario Airport Hotel, Ontario, CA. The total cost not to exceed \$55.00 per person, to be paid from Account No. 544.

Dr. Dany Doueiri
(CSUSB)

Mrs. Pearl Mattison
(Parent, Site Representative)

To attend the Best of Out-Of-School Time (BOOST) Conference in Palm Springs, California, April 28-May 1, 2015. The total cost including meals and mileage per District guidelines, not to exceed \$765.00 will be paid from Chavez Middle School Account No. 459.

Alexa Uribe
(CAPS Site Lead, Chavez Middle School, YMCA)

9.7 Commercial Warrant Register for period from April 16 through April 30, 2015

Upon motion by Member Tillman, 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 Commercial Warrant Register for period from April 16, 2015 through April 30, 2015, be approved.

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

9.8 Delegation of Limited Purchasing Authority

Upon motion by Member Tillman, 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, under the provisions of Education Code Section 17605, delegates authority to Janet King, Director, Fiscal Services or Debra Love, Director, Purchasing to sign purchase orders for employee health and benefits, District insurance programs, and transportation expenditures effective July 1, 2015, through June 30, 2016.

9.9 Delegation of Purchasing Authority

Upon motion by Member Tillman, 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, under the provision of Education Code Section 17605, authorizes those individuals employed by the District as Purchasing Department buyers, purchasing clerks and senior purchasing clerks to sign purchase orders including, but not limited to, supplies, furniture, and equipment that cost less than \$15,000.00 through June 30, 2016.

Requester: Director, Purchasing

Approver: Director, Fiscal Services

9.10 Extended Field Trip, San Geronio High School, CIF State Track and Field, Clovis, CA

Upon motion by Member Tillman, 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 extended field trip for 4 San Geronio High School students and 4 chaperones to attend CIF State Track and Field Meet from June 4 through June 7, 2015 in Clovis, CA. The cost of the trip, not to exceed \$2,369.00, including meals and lodging for 4 San Geronio High School students and 4 chaperones will be paid from San Geronio High School ASB Account. Transportation provided by Express Rental not to exceed \$700.00, will be paid from San Geronio High School ASB Account. Names of the students are on file in the Business Services office.

9.11 Payment for Course of Study Activities

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

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

Sawdust Factory, Upland, CA, for a Painting Workshop on May 26, 2015. The total cost, not to exceed \$795.00, will be paid from Salinas Elementary School ASB Funds.

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

Upon motion by Member Tillman, 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 payment to the following non-classified experts:

Houghton Mifflin Harcourt, The Leadership and Learning Center, Greenwood Village, CO, to provide a two day Rigorous Curriculum Design (RCD) planning and development training, effective June 1, 2015, through June 2, 2015. The fee, not to exceed \$10,850.00, will be paid from the Unrestricted General Fund – Local Control Accountability Plan, Account No. 419.

Rocket Training USA LLC, Rancho Cucamonga, CA, to provide three parent involvement workshops focusing on building the connection between home and school, effective May 20, 2015, through June 26, 2015. Rocket Training USA will present the following workshops: Effective Discipline, Technology 101 and Bully Proofing our Kids. The fee, not to exceed \$2,700.00, will be paid from the Restricted General Fund – Elementary Secondary Education Act Title I, Account No. 501.

Gary J. Andary, Montclair, CA, approved by Board on January 21, 2015, Agenda Item No. 10.12. The amendment is necessary to allow Mr. Andary to provide technical assistance in preparing an appeal to the California Department of Education's (CDE) Notice of Proposed Action (NOPA) to place the Child Development contract on conditional status for the 2015-2016 school year and to increase the amount by \$360.00 for an aggregate not to exceed amount of \$610.00. The additional fees will be paid from the Restricted Fund-12/Preschool, Account No.

252.

9.13 Request to Reject Request for Proposal (RFP) No. 14-25, Student Transportation Services

Upon motion by Member Tillman, 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 RFP No. 14-25, Student Transportation Services, Purchasing Department, be rejected in its entirety.

9.14 Sale of Used District Covered Electronic Waste (CEW/Non-CEW)

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 awarded the sale of CEW/Non-CEW to Cal Micro Recycling, Ontario, CA, on September 16, 2014, to include the purchase of additional CEW/Non-CEW equipment and peripherals for recycling from the District for a one (1) year term, and all extensions, not to exceed five (5) years. During the awarded term, the District will present new Board approved computer and peripheral surplus lists to the awarded bidder with option to buy at a rate of \$.31 per lb for TV's, Monitors, Plasmas, CRT's, LEDs, and LCD; \$.50 per lb for Modems and Routers; \$.29 per lb for CPUs and Servers; \$.20 per lb for UPS Batteries, \$1 per lb for Laptops; \$.04 per lb for Copiers; \$.60 per lb for Cables; and \$.03 for Printers, DVD Players, Keyboards, Speakers, Scanners, Mice, Fax Machines etc. Proceeds from the sale shall be deposited into the General Fund.

BE IT ALSO RESOLVED that in accordance with California Education Code Section 17545, the Board of Education declares items as surplus to District needs and are unsatisfactory or no longer suitable for school use.

9.15 Signature Authorization – Business Services

Upon motion by Member Tillman, 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, under the provisions of Public Contract Code Section 20118.3, delegates authority to Debra Love, Director, Purchasing Department, to approve purchase orders, without estimates or bids, for supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals in any amount needed for the operation of the District effective July 1, 2015, through June 30, 2016.

9.16 Signature Authorization – Purchasing Director

Upon motion by Member Tillman, 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 delegate temporary signature authority to Debra Love, Purchasing Department Director, to sign all contracts approved by the Board of Education, effective July 1, 2015 through June 30, 2016.

Fiscal Services

9.17 Amendment No. 2 of the Agreement with BLX Group, LLC, Los Angeles, CA, for Arbitrage Rebate Compliance Services

Upon motion by Member Tillman, 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 ratifying the agreement with BLX Group, LLC, Los Angeles, CA, approved by Board on June 16, 2009, Agenda Item No. 9.60. The amendment is necessary to extend the term of the agreement to June 30, 2019, to provide arbitrage rebate compliance services for Bond Series A (2004 General Obligation Bonds and General Obligation Refunding Bonds). The cost for services, not to exceed \$12,000.00 annually, will be paid from the Unrestricted General Fund – Facilities/Community Service, Account No. 086. 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.

EDUCATIONAL SERVICES

9.18 Approval of Single Plans for Student Achievement, 2014-2015

Upon motion by Member Hill, 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 Single Plans for Student Achievement for the following schools:

Schoolwide Programs Elementary Schools

Ramona Alessandro	Highland-Pacific	North Verdemont
STAR at Anderson	Hillside	Norton
Anton	Holcomb	Bonnie Oehl
Arrowhead	Hunt	Palm Avenue
Barton	Inghram	Parkside
Belvedere	Jones	Riley
Bradley	Kendall	Rio Vista
Brown	Kimbark	E. Neal Roberts
Cole	Lankershim	Roosevelt
Cypress	Lincoln	Salinas
Davidson	Lytle Creek	S.B. City Community Day

Del Rosa	Marshall	Thompson
Dominguez	Monterey	Urbita
Emmerton	Mt. Vernon	Vermont
Fairfax	Muscoy	Warm Springs
Gomez	Newmark	Wilson
Henry	North Park	Wong

Schoolwide Programs: Middle Schools

Arrowview	Golden Valley	Rodriguez
Chavez	King	Serrano
Curtis	Richardson	Shandin Hills
Del Vallejo		

Schoolwide Programs: High Schools

Arroyo Valley	Cajon	Indian Springs
Middle College	Pacific	San Andreas
San Bernardino	San Gorgonio	Sierra

Targeted Assistance Programs

Alternative Learning Center

9.19 Request for Waiver of California High School Exit Exam (CAHSEE) Passage Requirement for Students with a Disability

Upon motion by Member Tillman, 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 Waiver of CAHSEE Passage Requirement for Students with a Disability.

FACILITIES/OPERATIONS

Facilities Management

9.20 Amendment No. 2 to the Professional Services Agreement with Bowie, Arneson, Wiles & Giannone Law Firm to Provide General Legal Services

Upon motion by Member Tillman, 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 amending the professional services agreement with Bowie, Arneson, Wiles & Giannone Law Firm, to provide general legal services. This amendment is to extend the ending date through 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. 2.

9.21 Amendment No. 3 to the On-Call/Emergency Professional Services Master Agreements for Structural and/or Mechanical Engineering Services at Various District Sites

Upon motion by Member Tillman, 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 amending the on-call/emergency professional services master agreements with the following firm for structural and/or mechanical engineering services. Future selection of such firms to provide actual services for the District will be made by soliciting competitive requests for proposals. Fees will be negotiated with the selected firm based on the services required for each project. This amendment is to extend the ending date through December 31, 2015. All other terms and conditions remain the same.

Structural Engineering Firms:

- Kanda & Tso, South Pasadena, CA

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing Department, to sign said Amendment No. 3.

9.22 Amendment No. 3 to the Professional Services Agreement for Commissioning Services

Upon motion by Member Tillman, 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 amending the professional services agreement of pre-approved firms to provide commissioning services for modernization, expansion, and new construction projects. This amendment is for the third of three (3) extensions, effective July 1, 2015, through June 30, 2016. All other terms and conditions remain the same.

- 3QC, Inc., Newport Beach, CA
- Capital Engineering Consulting, Torrance, CA
- Enovity, Irvine, CA
- Heery International, Inc., Los Angeles, CA
- Kitchell CEM, Ontario, CA
- TMCX Solutions, Santa Fe Springs, CA

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing Department, to sign said Amendment No. 3.

9.23 Amendment No. 3 to the Professional Services Agreements for HVAC Systems Upgrades at Various District Sites

Upon motion by Member Tillman, 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 amending the professional services agreement with NTD Architecture, Inc. for architectural, engineering and related services for HVAC systems upgrades at various District sites. This amendment is to extend the professional services agreement through December 31, 2015. 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.

9.24 Amendment No. 3 to the Professional Services Agreements for the Storm Water Pollution Prevention Plans at Various School Sites

Upon motion by Member Tillman, 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 amending the professional services agreements with the following firms to provide Storm Water Pollution Prevention Plans services. The District is exercising the third of three (3) one-year extensions, effective July 1, 2015, through June 30, 2016. All other terms and conditions remain the same.

- AEI CASC Consulting, Colton, CA
- Fraco Enterprises, Grand Terrace, CA
- Pacifica Services, Inc., Pasadena, CA
- Converse Consultants, Redlands, CA
- KOA Corporation, Ontario, CA
- Tetra Tech, San Bernardino, CA

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing Department, to sign said Amendments No. 3.

9.25 Amendment No. 3 to the Professional Services Master Agreements for DSA Inspectors of Record Services at Various District Projects

Upon motion by Member Tillman, 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 amending the professional services master agreements with the following firms to provide inspection services as DSA Inspectors of Record (IOR) services. The District is exercising the third of three (3) one-year extensions, effective July 1, 2015 through June 30, 2016. All other terms and conditions remain the same.

- American Engineering Laboratories, Inc., Whittier, CA
- BPI Inspection Service, Los Angeles, CA
- Ed McDowell, Menifee, CA
- Gateway Science and Engineering, Inc., Pasadena, CA
- Knowland Construction Services, Riverside, CA
- LCC3, Ontario, CA
- New Leaf Inspector Services, Highland, CA

- Paul W. Waite and Associates, Redlands, CA
- Team Inspections, Riverside, CA
- TYR IOR Services, Long Beach, CA

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing Department, to sign said Amendment No. 3.

9.26 Amendment No. 4 to the On-Call Professional Services Master Agreements for Civil and/or Electrical Engineering Services at Various District Sites

Upon motion by Member Tillman, 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 amending the on-call professional services master agreements with the following firms for civil and/or electrical engineering services. Future selection of such firms to provide actual services for the District will be made by soliciting competitive requests for proposals. Fees will be negotiated with the selected firm based on the services required for each project. The cost will be paid from Funds 21, 25, 35, and 40. This amendment is to extend the ending date through December 31, 2015. All other terms and conditions remain the same.

Electrical Engineering

- Budlong & Associates, Glendale, CA

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing Department, to sign said Amendment No. 4.

9.27 Amendment No. 4 to the Professional Services Agreements for All Architectural and Engineering Services at Various District Sites

Upon motion by Member Tillman, 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 amending the professional services agreements with the following selected firms to provide architectural and engineering services for various district projects. Future selection of such firms to provide actual services for the District will be made by soliciting competitive requests for proposals. Fees will be negotiated with the selected firm based on the services required for each project. The cost will be paid from Funds 21, 25, 35, and 40. This amendment is to extend the ending date through December 31, 2015. All other terms and conditions remain the same.

FIRM	Small Projects - Up to \$3M	Medium Projects - \$3M-\$10M	Large Projects - Above \$10M
Adolph Ziemba, AIA & Assoc., Burbank, CA	✓	✓	
GKK Works, Pasadena, CA		✓	✓
IBI Group, Irvine, CA		✓	✓
NAC Architecture, San Bernardino, CA	✓	✓	

PCH Architects, LLP, Redlands, CA	✓	✓	✓
PSWC Group Architects, San Bernardino, CA	✓	✓	✓
Ruhnau, Ruhnau and Clarke, Riverside, CA	✓	✓	✓
Tetra Tech, San Bernardino, CA	✓	✓	

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing Department, to sign said Amendment No. 4.

9.28 Amendment No. 5 to the Master Services Agreement for the Lease and/or Purchase of DSA Approved Relocatable Buildings for the QEIA Program and Modernization Projects Throughout the District

Upon motion by Member Tillman, 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 amending the master services agreement for the lease and/or purchase of DSA approved relocatable buildings. This amendment will extend the ending date through December 31, 2015 to provide for the continuous lease of the relocatable buildings for the Quality Education Investment Act (QEIA) program and modernization projects throughout the District. All other terms and conditions remain the same.

- Mobile Modular Management Corporation, Mira Loma, CA
- Williams Scotsman, Inc., Santa Fe Springs, CA

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing Department, to sign said Amendment No. 5.

9.29 Amendment No. 6 to the Master Services Agreements for Real Property Survey Services for Facilities Management Projects of New, Existing, or Potential Schools and Administrative Sites Throughout the District

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 amending the master services agreements for real property survey services for Facilities Management projects of new, existing, or potential schools and administrative sites throughout the District to allow completion of modernization and new construction projects. Future selection of such firms to provide actual services for the District will be made by soliciting competitive requests for proposals. Fees will be negotiated with the selected firm based on the services required for each project. The cost will be paid from Funds 21, 25, 35, and 40. **This amendment will extend the ending date through December 31, 2015. All other terms and conditions remain the same.**

- 1) Hillwig-Goodrow, LLC, Yucaipa, CA
- 2) Joseph E. Bonadiman & Associates, San Bernardino, CA

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

Purchasing Department, to sign said Amendment No. 6.

9.30 Approval of Change Orders for Facilities and Maintenance & Operations Projects, 2015-2016

Upon motion by Member Tillman, 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 delegation of authority to John Peukert, Assistant Superintendent, Facilities/Operations Division; Samer Alzubaidi, Director of Facilities Planning and Development; and Ed Norton, Maintenance & Operations Director, to sign change orders not to exceed 10 percent of the original contract amount for all Facilities and Maintenance & Operations projects during the 2015-2016 fiscal year.

9.31 Bid No. F15-06, Dominguez Elementary School - Phase II

Upon motion by Member Tillman, 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 Bid No. F15-06, Dominguez Elementary School Phase II, be awarded to the lowest responsible bidder meeting the specifications based on the Base Bid. The cost will be paid from Funds 21, 25, 35, 40.

Contractor	Base Bid including Allowances
Norse Corporation 384 Clinton Street, Suite B Costa Mesa, CA 92626	\$111,517.00

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

9.32 Signature Authorization - Facilities Planning and Development

Upon motion by Member Tillman, 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 signature authority for Samer Alzubaidi, Facilities Planning and Development Director, effective July 1, 2015 through June 30, 2016, for DSA and OPSC applications.

Nutrition Services

9.33 Cafeteria Warrant Register, April 1 - April 30, 2015

Upon motion by Member Tillman, 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 Cafeteria Warrant Register, April 1 - April 30, 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.

9.34 Delegation and Authorization - Nutrition Services Department

Upon motion by Member Tillman, 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 authorization delegation for Adriane Robles, Director, Nutrition Services, effective July 1, 2015 through June 30, 2016, for the following:

- Journal Entries (for those not authorized for District or payroll orders)

HUMAN RESOURCES

9.35 Agreement for Educational Services and Scholarships with National University, La Jolla, CA

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 an agreement educational services and scholarships with National University, La Jolla, CA, effective July 1, 2015 through June 30, 2016. National University will provide to District employees a scholarship equaling 15 percent of the course tuition rate in existence at the time of registration. The 15 percent scholarship is guaranteed, but only applies to the then-current tuition, and does not apply to any other fees or charges. For each District employee enrolled as a student at National University, the 15 percent guaranteed scholarship will remain in force and effect for the duration of the student's academic time at the University. There is no cost to the District.

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

STUDENT SERVICES

Youth Services

9.36 Expulsion of Student(s)

Upon motion by Member Hill, 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 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) 10/25/2000 *(S) 3/1/2006 *(S) 3/24/1999 *(S) 10/21/2000**
***(S) 3/18/1998 *(S) 11/8/1997**

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

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

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

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

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

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

2/12/2003

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

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

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

6/9/2002 11/19/1998 12/4/1997 12/16/1998 11/8/1996

9.39 Lift of Expulsion of Student(s)

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

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:

12/23/1999 1/18/2001

SESSION TEN - Action

10.0 Action Items

10.1 Personnel Report #22, Dated May 19, 2015

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

10.2 Approve Charter Extension for Taft T. Newman Leadership Academy and Adopt Resolution Effectuating that Action; Approve the Special Memorandum of Understanding Between the District and Taft. T. Newman Leadership Academy

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:

**Resolution Approving the Renewal of the
Charter School Petition for the
Newman Leadership Academy
by the District Board of the
San Bernardino City Unified School District**

WHEREAS, pursuant to Education Code Section 47600 *et seq.*, the District Board of the San Bernardino City Unified School District (“District Board”) is required to review and consider authorization and/or renewal of charter schools; and

WHEREAS, on March 6, 2012, the District Board approved the Charter Petition (“Charter”) for the Newman Leadership Academy (“Newman” or “Charter School”) for a three year term that ends on June 30, 2015; and

WHEREAS, on or about February 5, 2015, Newman submitted a request for renewal of its Charter; 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, the parties mutually agreed, in writing, to extend the timelines for District Board to take action on the Charter through and including May 21, 2015, and

WHEREAS, the Newman renewal Charter was received by the District Board and a public hearing on the provisions of the Charter Petition was conducted on April 21, 2015, pursuant to Education Code Section 47605, at which time the District Board considered the level of support for this Charter by teachers employed by the District, other employees of the District, and parents; and

WHEREAS, District staff communicated to the Petitioner concerns and questions that the District had about the Charter submitted for renewal and/or the School’s operations and in response the Petitioner submitted additional information and made revisions to the Charter; and

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

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

WHEREAS, the District staff has reviewed and analyzed the information received with respect to the Charter and information related to the operation and potential effects of the proposed Newman renewal, including speaking to and meeting with Newman representatives relative to this renewal request; and

WHEREAS, District administration has determined that extension of the Newman Charter is consistent with sound educational practice and recommends that the Newman Charter be extended; and

WHEREAS, the parties have agreed to extend the initial term of the charter for an additional two years, as permitted by the provisions of Education Code section 47607, which provides that an initial charter term shall not exceed five years; and

WHEREAS, the District Board has fully considered the revised Charter submitted for the extension of Newman and the recommendation provided by District staff.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The District Board finds the above-listed recitals to be true and correct and incorporates them herein by this reference.

2. The District Board finds that Newman is operating pursuant to the Charter previously granted by the District and provides its students with educational benefits and sound educational programs.

3. That the District Board of the San Bernardino City Unified School District, having fully considered and evaluated the Petition for the renewal of the Newman Leadership Academy hereby extends the Charter for a two year term, from July 1, 2015, through and including June 30, 2017. .

The foregoing resolution was considered, passed, and adopted by this Board at its regular Board meeting of May19, 2015.

**Special Education
Memorandum of Understanding
Governing Special Education Services
Between
San Bernardino City Unified School District,
and Newman Leadership Academy, 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 Newman Leadership Academy, Inc., which operates Newman Leadership Academy, (“Newman” 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 Newman, Charter School, or the School shall apply with full force and effect to Newman 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 Newman, 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:

Newman Leadership Academy, Inc. c/o Newman Leadership Academy, Inc., Inc. 1314 E. Dale Street San Bernardino, CA 92404 (909) 881-1100	San Bernardino City Unified School District Charter Schools Division 777 North F Street San Bernardino, CA 92410 (909) 381-1100
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Any notices required by this Agreement sent by facsimile transmission shall be considered received on the business day they are sent, provided they are sent during in the receiving Party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the U.S. mail, postage pre-paid, and addressed as indicated above.

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

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

SCHOOL DISTRICT:

CHARTER SCHOOL:

Signature

Signature

Print Name

Print Name

Date

Date

10.3 Approve the Charter Renewal Petition for Provisional Accelerated Learning (PAL) Academy and Adopt Resolution Effectuating that Action; Approve the Special Education Memorandum of Understanding Between the District and Provisional Accelerated Learning (PAL) Academy

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:

**Resolution Approving the Renewal of the
Charter School Petition for the
Provisional Accelerated Learning Academy
by the District Board of the
San Bernardino City Unified School District**

WHEREAS, pursuant to Education Code Section 47600 *et seq.*, the District Board of the San Bernardino City Unified School District (“District Board”) is required to review and consider authorization and/or renewal of charter schools; and

WHEREAS, on July 18, 2000, the District Board approved the Charter Petition (“Charter”) for the Provisional Accelerated Learning Academy (“PAL” or “Charter School”) for a term beginning 2000, and ending 2005 and the Charter has been renewed by the District Board several times; and

WHEREAS, on or about February 5, 2015, PAL submitted a request for renewal of its Charter; 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, the parties mutually agreed, in writing, to extend the timelines for District Board to take action on the Charter through and including May 21, 2015, and

WHEREAS, the PAL renewal Charter was received by the District Board and a public hearing on the provisions of the Charter Petition was conducted on April 21, 2015, pursuant to Education Code Section 47605, at which time the District Board considered the level of support for this Charter by teachers employed by the District, other employees of the District, and parents; and

WHEREAS, District staff communicated to the Petitioner concerns and questions that the District had about the Charter submitted for renewal and/or the School’s operations and in response the Petitioner submitted additional information and made revisions to the Charter; and

WHEREAS, in reviewing the Petition for the renewal of the PAL Charter, the District Board has been cognizant of the intent of the Legislature that charter schools are and should become an

integral part of the California educational system and that establishment of charter schools should be encouraged; and

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

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

WHEREAS, District staff have reviewed and analyzed all of the information received with respect to the Petition, and have recommended that the District Board approve the renewal of the PAL Charter; and

WHEREAS, the District staff has reviewed and analyzed the information received with respect to the Charter and information related to the operation and potential effects of the proposed PAL renewal, including speaking to and meeting with PAL representatives relative to this renewal request; and

WHEREAS, pursuant to Education Code Section 47607, the District is required to make written factual findings concerning the academic performance of students attending the charter school prior to granting renewal of a charter. Subsection 5 of Section 47607 provides that such a finding is not required if the school has qualified for alternative school accountability model ("ASAM"). PAL is designated as an ASAM School and therefore meets the requirements of Education Code Section 47607(5).

WHEREAS, the District staff has made a recommendation to the District Board that the Charter be renewed; and

WHEREAS, the District Board has fully considered the revised Charter submitted for the renewal of PAL and the recommendation provided by District staff; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The District Board finds the above-listed recitals to be true and correct and incorporates them herein by this reference.
2. The District Board finds that PAL operated pursuant to the Charter previously granted and renewed by the District and provides its students with educational benefits and sound educational programs.
3. The District Board has considered increases in pupil academic achievement for all groups of pupils served by PAL, as the most important factor in determining whether to grant PAL's renewal request.

4. PAL provided verification to the District that it qualifies for the alternative school alternative school accountability model (“ASAM”) as described in Education Code Section 47607 (5).

5. That the District Board of the San Bernardino City Unified School District, having fully considered and evaluated the Petition for the renewal of the Provisional Accelerated Learning Academy hereby renews the Charter for a five year term, from July 1, 2015, through and including June 30, 2020. The foregoing resolution was considered, passed, and adopted by this Board at its regular Board meeting of May19, 2015.

**Special Education
Memorandum of Understanding
Governing Special Education Services
Between
San Bernardino City Unified School District,
and Provisional Educational Services, 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 Provisional Educational Services, Inc., which operates Provisional Accelerated Learning Academy, (“PAL” 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 PAL, Charter School, or the School shall apply with full force and effect to Provisional Educational Services, 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 PAL, and shall remain in effect unless either party provides the other with a thirty-day written notice of intent to terminate the agreement.

II. Special Education Services/Section 504/ADA:

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

- A. It is understood that all children will have access to the Charter School and no student shall be denied admission based solely on disability status.
- B. Pursuant to Education Code Section 47641, the Charter School has elected to be deemed a public school of the District for special education purposes.
- C. In accordance with Education Code Section 47646, a Charter School that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending the Charter School shall receive special education instruction or designated instruction and services, or both, in the same manner

as a child with disabilities who attends another public school of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the Individuals with Disabilities Education Improvement Act (“IDEIA”)(20 U.S.C. § 1400 *et seq.*).

D. Section 504 and the ADA.

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

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:

Provisional Accelerated Learning Academy
 c/o Provisional Educational Services, Inc.
 2450 Blake Street
 San Bernardino, CA 92407
 (909) 887-7002

San Bernardino City Unified School District
 Charter Schools Division
 777 North F Street
 San Bernardino, CA 92410
 (909) 381-1100

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

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

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

SCHOOL DISTRICT:

CHARTER SCHOOL:

Signature

Print Name

Date

Signature

Print Name

Date

10.4 Approve Charter Extension for Woodward Leadership Academy and Adlopt the Resolution Effectuating that Action; Approve the Special Education Memorandum of Understanding Between the District and Woodward Leadership Academy

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:

**Resolution Approving the Renewal of the
Charter School Petition for the
Woodward Leadership Academy
by the District Board of the**

San Bernardino City Unified School District

WHEREAS, pursuant to Education Code Section 47600 *et seq.*, the District Board of the San Bernardino City Unified School District (“District Board”) is required to review and consider authorization and/or renewal of charter schools; and

WHEREAS, on March 6, 2012, the District Board approved the Charter Petition (“Charter”) for the Woodward Leadership Academy (“Woodward” or “Charter School”) for a three year term that ends on June 30, 2015; and

WHEREAS, on or about March 3, 2015, Woodward submitted a request for renewal of its Charter; 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, the parties mutually agreed, in writing, to extend the timelines for District Board to take action on the Charter through and including May 21, 2015, and

WHEREAS, the Woodward renewal Charter was received by the District Board and a public hearing on the provisions of the Charter Petition was conducted on April 21, 2015, pursuant to Education Code Section 47605, at which time the District Board considered the level of support for this Charter by teachers employed by the District, other employees of the District, and parents; and

WHEREAS, District staff communicated to the Petitioner concerns and questions that the District had about the Charter submitted for renewal and/or the School’s operations and in response the Petitioner submitted additional information and made revisions to the Charter; and

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

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

WHEREAS, the District staff has reviewed and analyzed the information received with respect to the Charter and information related to the operation and potential effects of the proposed Woodward renewal, including speaking to and meeting with Woodward representatives relative to this renewal request; and

WHEREAS, District administration has determined that extension of the Woodward Charter is consistent with sound educational practice and recommends that the Woodward Charter be extended; and

WHEREAS, the parties have agreed to extend the initial term of the charter for an additional two years, as permitted by the provisions of Education Code section 47607, which provides that an initial charter term shall not exceed five years; and

WHEREAS, the District Board has fully considered the revised Charter submitted for the extension of Woodward and the recommendation provided by District staff.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The District Board finds the above-listed recitals to be true and correct and incorporates them herein by this reference.
2. The District Board finds that Woodward is operating pursuant to the Charter previously granted by the District and provides its students with educational benefits and sound educational programs.
3. That the District Board of the San Bernardino City Unified School District, having fully considered and evaluated the Petition for the renewal of the Woodward Leadership Academy hereby extends the Charter for a two year term, from July 1, 2015, through and including June 30, 2017.

The foregoing resolution was considered, passed, and adopted by this Board at its regular Board meeting of May19, 2015.

**Special Education
Memorandum of Understanding
Governing Special Education Services
Between
San Bernardino City Unified School District,
and Woodward Leadership Academy, 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 Woodward Leadership Academy, Inc., which operates Woodward Leadership Academy, (“Woodward” 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 Woodward, Charter School, or the School shall apply with full force and effect to Woodward 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 Woodward, and shall remain in effect unless either party provides the other with a thirty-day written notice of intent to terminate the agreement.

III. 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:

Woodward Leadership Academy
c/o Woodward Leadership Academy, Inc.
1777 W. Baseline Road
San Bernardino, CA 92411
(909) 226-1762

San Bernardino City Unified School District
Charter Schools Division
777 North F Street
San Bernardino, CA 92410
(909) 381-1100

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

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

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

SCHOOL DISTRICT:

CHARTER SCHOOL:

Signature

Signature

Print Name

Print Name

Date

Date

10.5 Top 10 Priorities

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/Assigned to	Status/Remarks/Action
1	05/06/14	Create a plan and intervention team to prevent students from becoming long-term ELs.	David Servant	5/15-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	5/15-KM	In progress
3	02/18/14	Create something similar to Richardson at other schools.	Mrs. Medina	5/15-MZ	In progress
4	01/20/15	Provide recommendation on additional funding needed for strategies to increase student attendance.	Mr. Gallo Mr. Tillman	5/15-KM	In progress
5	01/20/15	Create an MOU for a partnership with the City on strategic planning.	Dr. Flores	5/15-LB	In progress
6					
7					
8					
9					
10					

10.6 Future Agenda Items

Upon motion by Member Tillman, 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:

Request	Date	W	SP	SA	AP	AR	BQS	BC
AVID		X						
Alessandro Filters								X
Mr. Arce's Research on High Graduation Rates		X						
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					

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

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

Board Quarterly Strategic Meeting Dates

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

10.6 Follow Up on Requests and Questions from Board and Community Members as of May 13, 2015

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:

Follow Up on Requests and Questions from Board and Community as of May 13, 2015					
	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
	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 receive any LCAP Innovation awards.	Mrs. Hill		
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

Follow Up on Requests and Questions from Board and Community as of May 13, 2015					
	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
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	Dr. Flores	6/15	In progress

Follow Up on Requests and Questions from Board and Community as of May 13, 2015					
	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
		for a career pathway.			
4	01/13/15	What are the next steps for the LCAP student achievement piece? Who has oversight? How are steps prioritized? What is the cost? When will funding be provided?	Mrs. Medina	6/15	In progress
5	12/02/14	Why doesn't the District pay for a bilingual resource teacher at Oehl Elementary School?	Jessica Garth	6/15	In progress
6	11/18/14	Can Dual Immersion be incorporated into GATE classes?	Mrs. Medina	6/15	In progress
7	11/18/14	Connect with Pilar Avila and Dorene Dominguez to help with career pathways.	Dr. Flores	6/15	In progress
8	10/21/14	Include raw data, not just percentages on KPIs.	Dr. Flores	6/15	In progress
9	09/02/14	Can SBVC offer remediation courses for our exiting seniors in the summer?	Mrs. Medina	6/15	In progress
10	07/15/14	Promote the Student Film Competition.	Mrs. Medina	6/15	In progress
11	07/15/14	Mail information to homes regarding all parent trainings.	Mr. Tillman	6/15	In progress
13	07/01/14	Work on an enrollment priority MOU with UCR.	Dr. Flores	6/15	In progress
14	05/06/14	Create a plan and intervention team to prevent students from becoming long-term ELLs.	David Servant	6/15	In progress
15	03/18/14	Have a plan for charter school students if their charter is revoked.	Board Consensus	6/15	In progress
16	02/04/14	Conduct a longitudinal study of student voice at the middle school level.	Dr. Flores	6/15	In progress
17	01/21/14	Provide the cost of textbook adoptions.	Mr. Tillman	6/15	In progress
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

Follow Up on Requests and Questions from Board and Community as of May 13, 2015					
	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
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	Mrs. Medina	6/15	In progress

Follow Up on Requests and Questions from Board and Community as of May 13, 2015					
	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
		on a regular basis?			
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	Mrs. Savage	TBD	In progress

Follow Up on Requests and Questions from Board and Community as of May 13, 2015					
	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
		meeting to discuss topics of mutual interest.			
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 ELEVEN - Closed Session

11.0 Closed Session

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

Student Matters/Discipline

Conference with Labor Negotiator

District Negotiator: Perry Wiseman
Employee Organization: California School Employees Association
Communications Workers of America
San Bernardino School Police Officers Association
San Bernardino Teachers Association

Public Employee Discipline/Dismissal/Release

Existing Litigation

Number of Cases: Two

Anticipated Litigation

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

Number of Cases: One

SESSION TWELVE – Open Session

12.0 Action Reported from Closed Session

Upon motion by Member Tillman, 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 took action to approve the settlement agreement in the class action complaint of CAL200 and Marc Babin v. San Bernardino City Unified School District.

SESSION THIRTEEN - Closing

13.0 Adjournment

By the affirmative vote of the members, the meeting was adjourned at 10:35 p.m.

The next regular meeting of the Board of Education of the San Bernardino City Unified School District will be held on Tuesday, June 2, 2015, at 5:30 p.m. in the Community Room of the Board of Education Building, 777 North F Street, San Bernardino.