

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  
7/15/14**

June 3, 2014

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

**SESSION ONE – Workshop**

**1.0 - Workshop**

**1.1 - Local Control Accountability Plan (LCAP) and Budget Summary Workshop**

Educational Services and Business Services staff presented a draft of the Local Control Accountability Plan and preliminary Fiscal Year 2014-15 budget information (see page 120.1).

Harold Vollkommer reported that we are waiting for the Board to adopt the budget prior to designating which programs to implement. We have been doing research and listening to the community. These are recommendations, but the Board can move line items.

Ericka Delgado, parent, stated that we need to support the LCAP plan. Their goals are the same.

Danny Tillman asked how much new money and positions are associated with LCAP goals. Dale Marsden stated that they can align LCAP recommendations with goals. Mr. Tillman asked if staff has gotten feedback from the public yet. Dr. Vollkommer stated that we went to the community first. They have conducted 36 meetings.

Abigail Medina asked if there will be an accountability piece for School Site Counsels. Dr. Vollkommer stated that principals will get two days of training. Dr. Marsden stated that their first focus is building skill and knowledge; the second is hiring employees. Mrs. Medina requested a separate line item for PBS and Restorative Justice.

Mr. Tillman asked about plans for the CAPS program next year. Kennon Mitchell stated that CAPS is expanding. They are adding the program to four new schools with room for 125 students at each school.

Joe Paulino stated that School Police is there for student safety. The City reduced their police force by 32 percent. We are in the process of filling positions here. Barbara Flores stated that

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the number of citations is high. Chief Paulino stated that they are working with Student Services to reduce the number of suspensions.

Harold Vollkommer reported that Brenda Fogg is returning to the District to conduct customer service training. They will help teach Spanish to non-Spanish speaking administrators.

Bobbie Perong stated that professional development isn't being increased, but Common Core training will be needed. Dr. Mitchell stated that all schools are different and some won't need as much. Mrs. Perong asked staff to train parents about their role on School Site Counsels.

Margaret Hill stated that we have County resources that want to work with us. The Countywide Drugs and Gangs Taskforce can be a part of professional development. Hector Murrieta stated that he has a meeting scheduled with Judge Marshall.

Elsa Valdez stated that the District doesn't have enough bilingual psychologists. Dr. Mitchell reported that we are recruiting and they will receive additional salary. Dr. Valdez asked if the District will use school climate money to reduce the number of citations. Dr. Valdez stated that the category of defiance is a race issue. Barbara Flores asked what incidents students are cited for.

Lisa Towery stated that classified employees haven't been a part of the instructional program. Changes were made to the staffing ratios and that will reduce services for parent involvement. Ms. Towery stated that principals are reducing positions. Dr. Marsden encouraged Ms. Towery to work this out through the negotiations process. The goal is to work through these one by one and get to a common ground. We are committed to working hard to keep employees.

Carl Greenwood expressed his concern about a comment made at the last LCAP meeting regarding CSEA salaries. We are losing employees due to low wages.

Ofelia Lopez, parent, asked if large class sizes are a part of the problem with the high number of suspensions. Ms. Lopez stated that parents want to help.

Esmeralda Negrete asked if Latino student funds are combined with English learners. Janet King stated 74 percent of our students are Latino. Most English learners are Latino; however, 44 percent of Latino students are non-Spanish speakers. Ms. Negrete asked how much money is going to high-achieving students. Mrs. King stated that there is a line item for the gifted program. Abigail Medina asked what percent of students are gifted and if it is possible to allocate more money. Dr. Marsden asked Ms. Negrete to leave her questions and contact information.

David Servant, Arroyo Valley High School student and ICUC member, stated that suspended students miss instruction.

Board Member Danny Tillman left the meeting at 5:30 p.m.

### **SESSION ONE - Opening**

#### **2.0 - Opening**

##### **2.1 - Call to Order**

President Gallo called the meeting to order at 5:45 p.m.

##### **2.2 - Pledge of Allegiance to the Flag**

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

##### **2.3 - Adoption of Agenda**

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

##### **2.4 – Inspirational Reading**

Lynda Savage read a poem regarding volunteers and partnerships.

### **SESSION THREE - Public Hearing**

#### **3.0 - Public Hearing**

##### **3.1 - Fiscal Year 2014-15 Preliminary Budget**

The Board of Education will hear public comments on the Fiscal Year 2014-15 Preliminary Budget to be considered for adoption on June 17, 2014.

President Gallo opened the Public Hearing and asked if anyone wished to comment.

Janet King stated that she will bring the multi-year projections for adoption on June 17, 2014. Abigail Medina requested that additional funds be added for AVID elementary professional development. Matty Zamora stated that training will be done. Bobbie Perong recommended training elementary teachers the strategies first. Dr. Zamora stated that all professional development will have AVID strategies imbedded. Mrs. Medina stated that student outcomes are not aligned with funds.

Margaret Hill asked if this will be flexible to make adjustments if we find that some strategies don't work.

Barbara Flores stated that the textbooks are 12 years old and asked Staff to use some money for Common Core supplemental materials and focus on more materials. Dr. Marsden stated that Staff is considering purchasing electronic books.

Hearing no further comment, Mr. Gallo closed the Public Hearing.

### 3.2 - Local Control Accountability Plan

Pursuant to the provisions of Education Code section 52062 (b) (1), a governing board of a school district shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the Local Control and Accountability Plan or annual update to the Local Control and Accountability Plan.

To date, the District has provided multiple opportunities for stakeholders' engagement with over 20 community meetings held to receive input in the creation of the District's Local Control Accountability Plan. In addition, the District participated in multiple community group meetings to collect valuable input and ensure that the District's draft LCAP reflects the community's vision and recommendations. Surveys were generated via meetings, school site distributions, and online access to receive the input. Surveys were compiled to determine community priorities that the writing teams used to develop the draft LCAP.

The draft Local Control Accountability Plan will now be presented for public consideration.

President Gallo opened the Public Hearing and asked if anyone wished to comment.

Barbara Flores thanked the community and Cabinet for their hard work and holding the public forums.

Elizabeth Romero expressed her concern with the community engagement process.

A San Bernardino High School student stated there was a lack of transparency regarding expenditures and staffing. The actions aren't specific and the meetings were not conducted in Spanish.

David Servant asked the District to revise the plan in five areas. Dr. Marsden stated that they will provide a written response to his elements.

Esmeralda Negrete stated that she would like to see the LCAP to study it before June 17. Dr. Zamora stated that it is online in English and in Spanish and she can give her input online. Ms. Negrete stated that she didn't see many parents at LCAP meetings.

Hearing no further response, Mr. Gallo closed the Public Hearing.

### 3.3 - Options for Youth-San Bernardino Public Charter School Renewal Request

Pursuant to the provisions of Education Code section 47605 and 47607, a Public Hearing will be conducted on the provisions of the Charter submitted to the District by *Options for Youth – San Bernardino Public Charter School* for the renewal of its Charter.

President Gallo opened the Public Hearing and asked if anyone wished to comment. Chris Hodge, Assistant Superintendent; parents Regina Hernandez, Anita Borgan, Patricia Navarro, Shawnte Tucker, and Mr. Guerra; and students Arian Woodens, Jesus Santos, Abel Martinez, and two other unidentified students expressed their support for the charter school. Hearing no further response, Mr. Gallo closed the Public Hearing.

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

**BOARD OF EDUCATION  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
SAN BERNARDINO COUNTY, CALIFORNIA**

**RENEWING CHARTER SCHOOL PETITION FOR  
OPTIONS FOR YOUTH – SAN BERNARDINO PUBLIC CHARTER SCHOOL**

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

**WHEREAS**, on or about July 21, 2009, the Governing Board of San Bernardino City Unified School District (“Board”) approved the Charter for the Options For Youth – San Bernardino Public Charter Schools (“OFY-SB”). The Charter was extended in May 2012, for a two (2) year term ending June 30, 2014; and

**WHEREAS**, on or about February 15, 2014, OFY-SB delivered to the District office a Charter School Petition (“Petition”) for renewal of its Charter for a five-year term from July 1, 2014, through and including June 30, 2019; 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**, in accordance with the Charter Schools Act and California Code of Regulations, Title 5, Section 11966.4, on or about April 12, 2014, the District and OFY-SB agreed to continue the District Board's timeline for taking action on the OFY-SB Charter renewal through and including June 3, 2014; and

**WHEREAS**, a public hearing on the provisions of the Charter was conducted June 3, 2014, 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**, 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 OFY-SB as the most important factor in determining whether to grant OFY-SB's renewal request; and

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

**WHEREAS**, in reviewing the Petition for the renewal of the OFY-SB 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**, District legal counsel, and District staff have reviewed and analyzed all of the information received with respect to the Petition, including information related to the operation and potential effects of OFY-SB, and have spoken to OFY-SB representatives relative to this renewal request; and

**WHEREAS**, in reviewing and analyzing the renewal Petition, District staff noted some issues and concerns and determined that certain changes and revisions to the Petition were necessary in order to support the requested Charter renewal. The District administration worked with OFY-SB on resolution of these issues and implementation of the necessary changes, additions, and revisions and OFY-SB has incorporated these changes, additions, and revisions into the Petition; and

**WHEREAS**, OFY-SB is now seeking approval of renewal of its Charter as revised and it is that revised version of the OFY-SB renewal Petition that the District Board is considering and acting upon through adoption of this Resolution; and

**WHEREAS**, the District Board has fully considered the revised renewal Petition and the recommendation provided by District staff; and

**WHEREAS**, in reviewing the Petition for the renewal of the OFY-SB Charter, the District Board has been cognizant of the value provided to the community by OFY-SB during the time that it has been operating pursuant to the Charter granted by the District.

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

1. That the District Board finds the above-listed recitals to be true and correct and incorporates them herein by this reference.
2. That the District Board finds that OFY-SB operated pursuant to the Charter previously granted and renewed by the District provides its students with educational benefits and sound educational programs.
3. That the District Board has confirmed, based upon documentation provided to the District by OFY-SB, that OFY-SB has met the provisions of Education Code Section 47607 relating to academic achievement for renewal of its Charter.
4. That the District Board, having fully considered and evaluated the Petition for the renewal of the Options For Youth – San Bernardino Public Charter School, hereby renews the Charter for a five-year term, from July 1, 2014, through and including June 30, 2019. The revised OFY-SB renewal Petition that the District Board is hereby approving is available electronically upon request.

3.4 - Annual Service Plan and Budget Requirement (E.C. 56205 (b)(2))

Each Special Education Local Plan Area (SELPA) local plan requires a services plan and budget component that will be developed/updated annually. The Community Advisory Committee (CAC) reviewed the documents on May 6, 2014.

Statutory Language

56205(b)(2) An annual service plan shall be adopted at a public hearing held by the special education local plan area at least. Notice of this hearing shall be posted in each school district in the special education local plan area at 15 days prior to the hearing. The annual service plan may be revised during any fiscal year according to the policymaking process established pursuant to subparagraphs (D) and (E) of paragraph (12) of subdivision (a) and consistent with subdivision (f) of Section 56001 and with Section 56195.9. The annual service plan shall include a description of services to be provided by each district and county office, including the nature of the services and the physical location at which the services will be provided, including alternative school, charter schools, opportunity schools and operated by county offices of education, and juvenile court school schools, regardless of whether the district or county office

of education is participating in the local plan. The description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs. 56205(c) A description of programs for early children special education from birth through five years of age.

The Annual Service Plan/Budget for the 2014-2015 school year is due to be completed on or before June 30, 2014, and will be kept in the San Bernardino City Unified School District Special Education Local Plan Area office. The Annual Service Plan includes a Description of Services and is available at the San Bernardino City Unified School District SELPA office and the Annual Budget demonstrates funding to support the Local Plan and Annual Service Plan.

President Gallo opened the Public Hearing and asked if anyone wished to comment. Barbara Flores asked for more budget detail. Dr. Marsden stated that we will provide it. Abigail Medina stated that some students with 504 plans aren't geared to college prep and asked the District to create a Special Education Task Force so they can excel in some direction. Hearing no further comment, Mr. Gallo closed the Public Hearing.

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

BE IT RESOLVED that the Board of Education approves the San Bernardino City Unified School District's 2014-15 Special Education Annual Service Plan and Budget.

BE IT FURTHER RESOLVED that Kennon Mitchell, Assistant Superintendent, Student Services, be authorized to sign all required documents relating to this plan.

3.5 - Public Disclosure of Memorandum of Understanding (Collaboration Day Professional Development Program) Between the San Bernardino City Unified School District and the San Bernardino Teachers Association (SBTA)

On May 15, 2014, the San Bernardino Teachers Association (SBTA) approved the following Memorandum of Understanding that provides for Collaboration Day Professional Development Program.

**MEMORANDUM OF UNDERSTANDING  
San Bernardino City Unified School District and  
San Bernardino Teachers Association  
May 15, 2014**

**MOU-Collaboration Day Professional Development Program**

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This Memorandum of Understanding is made and entered in this 15<sup>th</sup> Day of May, 2014, between the San Bernardino City Unified School District (hereinafter referred to as "District") and the San Bernardino Teachers Association, CTA/NEA (hereinafter referred to as "Association").

WHEREAS: The San Bernardino City Unified School District and the San Bernardino Teachers Association believe that student achievement is a result of the joint commitment to quality teaching and learning among all stakeholders at a school; and

WHEREAS: Quality teaching and learning can best be realized through collaboratively developed, effective professional development opportunities; and

WHEREAS: The District and SBTA agree that to achieve this purpose a Collaboration Day Professional Development Program (hereinto referred to as "collaboration days") will remain in effect.

IT IS THEREFORE AGREED as follows:

- A. All District schools shall participate in a Collaboration Day Professional Development Program. Adult Education, Middle College High School, San Andreas, Sierra, and district preschools shall be exempt from this MOU.

Collaboration days shall not be scheduled during those weeks when a District minimum day is scheduled.

During collaboration days, the certificated staff shall participate in professional development which may include teacher planning, collaboration, and preparation in order to accomplish any and/or all of the following objectives:

1. Development and implementation of the Single Plan for Student Achievement (SPSA);
2. Analysis of student achievement data to inform and improve instruction; and
3. Integration of professional development concepts into the instructional and/or school program including, but not limited to: Rigorous Curriculum Design, planning and implementation of Common Core State Standards, integration of technology as required by State Standards, English Learners, and the impact of the Local Control Accountability Plan and the Community Engagement Plan.

This time shall not be used as individual conference/preparation time and the time shall not exceed ninety (90) minutes for the elementary level and ninety (90)

minutes for the secondary level. At the elementary level, time in the workday beyond the maximum minutes established herein shall be available to the unit members to apply and/or extend the concepts covered during current and/or prior collaboration day activities at the discretion of the Professional Development Team.

- B. Addendum A shall reflect the work day for unit members and the student instruction day for regular work days, collaboration days, minimum days, and exam days. The contractual minutes per week shall not exceed the number of contractual minutes worked in a regular work week. This excludes any adjunctive duties assigned to staff.
- C. The District will agree to require no more than one (1) mandatory after school meeting per month outside the regular work day.
- D. Each school shall develop a Professional Development Team (PDT) for the purpose of collaboratively planning the professional activities for the Collaboration Day Professional Development Program.
- E. All certificated staff will be invited to participate on the Professional Development Team. The PDT shall not exceed fifteen (15) unit members for elementary and middle school, and twenty- five (25) unit members for the high schools, and shall include the principal or his/her administrative designee, at least one (1) member of the Leadership Team, and at least one (1) SBTA site representative chosen by the SBTA membership at the site. The site administrator(s) shall not be included in the maximum count. The PDT shall be identified for the academic year and the names shall be published for all unit members at the site. The SBTA site representative shall submit the PDT team's roster to both the District and the Association within the first thirty (30) days of the new academic year.
- F. The PDT shall meet regularly during the year but not less than quarterly. Minutes of the PDT meetings shall be kept on file. The first meeting of the PDT for each academic year shall be scheduled within the first thirty (30) days of the new year as established in Section E above. Scheduling of the PDT meetings shall be the responsibility of the entire team.
- G. The PDT shall develop and communicate a year-long professional development plan which is understood to be a work in progress. Modifications to the professional development plan will be made by the PDT, as needed, during the year and communicated to the staff as a whole in a timely manner. Staff will have the opportunity to provide feedback to the PDT.

- H. The District and the Association shall develop and implement a yearly feedback mechanism to allow staff to evaluate the Collaboration Day Professional Development Program at their sites, to be completed no later than the end of the school year. The District and Association shall work collaboratively with school sites to address issues and/or needs identified in the feedback provided. The Association and the District agree to provide joint training and follow up support, as needed, for the Professional Development Teams based on the results of the feedback process and on effective team practices.
- I. A school's professional development plan shall be submitted to the Association upon request.
- J. Participation in the PDT is voluntary and time spent planning outside of the workday is non-compensable time and shall be counted as an adjunctive duty.
- K. Principals and half-day (afternoon) kindergarten teachers are encouraged to work together to facilitate their participation in the modified day schedule.
- L. This Memorandum of Understanding shall remain in effect for one (1) school year effective July 1, 2014. Should a problem or conflict arise as a result of this language the parties shall meet to resolve the issues.

Dated this 15<sup>th</sup> Day of May, 2014, in San Bernardino, California.

**Addendum A**

**San Bernardino City Unified School District Collaboration Day  
Professional Development Program**

**Elementary Schools**

	<u>Regular Day</u>	<u>Collaboration Day</u>	<u>Minimum Day</u>
Students	8:50*-3:30 p.m.	8:50*-1:00 p.m.	8:50*-1:00 p.m.
Teachers	8:40-3:45 p.m.	8:40-3:45 p.m.	8:40-1:15 p.m.

Staff assigned to a.m. duty shall report twenty (20) minutes prior to the beginning of the regular first class or period.

Regular days shall include a forty-five (45) minute lunch period and two (2) ten-minute recesses (a.m. and p.m.). Minimum, Collaboration and Track change days will include a thirty (30) minute lunch and one (1) ten-minute recess (a.m.).

\*Classes begin 8:50 a.m.

**Middle Schools**

	<u>Regular Day</u>	<u>Collaboration Day</u>	<u>Minimum Day</u>
Students	7:40-2:11 p.m.	9:45-2:35 p.m.	7:40-12:10 p.m.

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Teachers        7:30-2:20 p.m.        7:50-2:40 p.m.        7:35-12:15 p.m.

Staff assigned to a.m. duty shall report twenty (20) minutes prior to the beginning of the regular first class or period. Staff assigned to p.m. duty shall remain fifteen (15) minutes after the end of the last class period.

Lunch shall be thirty (30) minutes on all student days.

**High Schools**

	<u>Regular Day</u>	<u>Collaboration Day</u>	<u>Minimum Day</u>	<u>Exam Day</u>
Students	7:30-2:35 p.m.	9:45-2:50 p.m.	7:30-12:35 p.m.	7:30-12:15 p.m.
Teachers	7:25-2:40 p.m.	7:40-3:00 p.m.	7:25-12:50 p.m.	7:25-12:30 p.m.

Lunch shall be thirty-five (35) minutes on all student days.

**Addendum B**  
**Collaboration Day Best Practices**

1. It is critical that classroom teachers be involved in the decision-making, implementation, and delivery related to professional development - e.g. Professional Development Team (PDT)
2. Consensus is a more powerful decision-making model than voting and should be the preferred method for making decisions.
3. Input should be consistently gathered in order to meet the varying needs of the certificated staff in relation to issues such as starting and ending times, etc.
4. Advanced notice is advantageous in order to allow collaboration day participants to • prepare efficiently so that professional development activities can be maximized.
5. The Chair would be chosen from among the PDT members by consensus.

President Gallo opened the Public Hearing and asked if anyone wished to comment. Hearing no response, Mr. Gallo closed the Public Hearing.

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

BE IT RESOLVED that the Board of Education accepts the Memorandum of Understanding (Collaboration Day Professional Development Program) between the San Bernardino Teachers Association and the San Bernardino City Unified School District.

3.6 - Public Disclosure of Memorandum of Understanding (Extension of Agreement) Between the San Bernardino City Unified School District and the San Bernardino Teachers Association (SBTA)

On May 19, 2014, San Bernardino Teachers Association (SBTA) ratified the following Memorandum of Understanding that provides for the extension of the agreement to June 30, 2015.

MEMORANDUM OF UNDERSTANDING  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
AND SAN BERNARDINO TEACHERS ASSOCIATION  
May 15, 2014

The Memorandum of Understanding is made and entered into this 15<sup>th</sup> day of May, 2014 between the San Bernardino City Unified School District (hereinafter referred to as “District”) and the San Bernardino Teachers Association, (hereinafter referred to as “Association”).

All terms and conditions of the current Collective Bargaining Agreement shall remain in full force and effect beginning this 15<sup>th</sup> day of May, 2014 through June 30, 2015.

The District and the Association shall meet to negotiate the following articles upon final approval of the Local Control Accountability Plan and the signing of the State Budget Act when the official monies for 2014-2015 Local Control Funding Formula are known and until an agreement can be reached and ratified by both parties:

- Article XI – WAGES
- Article XII – BENEFITS
- Article XIV – HOURS OF EMPLOYMENT
- Article XV – CLASS SIZE
- Article XVI – EVALUATION PROCEDURES

In addition, the District and the Association mutually agree that Article XVI-EVALUATION PROCEDURES shall be extended with the following terms:

1. The District and the Association shall form a Joint Evaluation Task Force composed of SBTA members appointed by the SBTA President and District representatives appointed by the District.
2. The Task Force shall not exceed eight (8) SBTA unit members and eight (8) District representatives.
3. The task of the Joint Evaluation Task Force shall be to work together in revising and improving the content and procedures of Article XVI and to make recommendations to

the respective negotiations teams for SBTA and for the District in order that the language of the Article XVI can be finalized.

4. The Joint Evaluation Task Force shall make a final recommendation to the respective negotiations teams by September 15, 2014.
5. The agreed upon evaluation model will be implemented in the 2015-2016 school year. Upon approval of the agreed model, extensive training for both unit members and administration shall be scheduled.
6. SBTA unit members appointed to the Joint Evaluation Task Force shall be compensated at their per diem rate.

Dated this 15<sup>th</sup> day of May, 2014 at San Bernardino, California.

President Gallo opened the Public Hearing and asked if anyone wished to comment. Hearing no response, Mr. Gallo closed the Public Hearing.

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

BE IT RESOLVED that the Board of Education adopts the Memorandum of Understanding Extension of the Agreement) between the San Bernardino Teachers Association and the San Bernardino City Unified School District.

3.7 - Public Disclosure of Memorandum of Understanding (Kindergarten Workload) Between the San Bernardino City Unified School District and the San Bernardino Teachers Association (SBTA)

On May 15, 2014, the San Bernardino Teachers Association (SBTA) approved the following Memorandum of Understanding (Kindergarten Workload) that provides clarification on workload of kindergarten teachers.

**MEMORANDUM OF UNDERSTANDING  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT AND  
SAN BERNARDINO TEACHERS ASSOCIATION  
May 15, 2014  
Kindergarten Workload**

This Memorandum of Understanding is made and entered into this 15<sup>th</sup> day of May 2014, between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the SAN BERNARDINO TEACHERS ASSOCIATION, CTA/NEA (hereinafter referred to as "Association").

IT IS HEREBY AGREED as follows:

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1. Single session Kindergarten teachers shall be available for assistance or assignment in the instructional program when not involved in the kindergarten program.
2. Single session Kindergarten teachers may be assigned for no more than ninety (90) minutes per day, to provide assistance with the following ordered priorities:
  - Other Kindergarten teachers on campus
  - Other lower grade students (grades 1-3)
  - Learning Center or other instructional interventions
  - Support for upper grade students (grade 4-6)
3. The remainder of the non-instructional time will be spent by each unit member on professional activities including, but not limited to, conferring with kindergarten pupils, parents, staff and administrators, kindergarten grade-level meetings, planning and preparation.
4. On scheduled District minimum days, or track change days, afternoon half-day kindergarten teachers shall have their hours adjusted to arrive twenty (20) minutes before the student report time and to remain at their work site fifteen (15) minutes following the end of the instructional day.

This Memorandum of Understanding shall be effective upon ratification through June 30, 2014.

President Gallo opened the Public Hearing and asked if anyone wished to comment.

Barbara Flores asked Robert Rodriguez to clarify No. 2. Mr. Rodriguez stated that teachers were being asked to do other duties. This MOU supports the Kindergarten program first. Dr. Flores stated that Dual Immersion teachers in Learning Centers won't have a partner teacher. Mr. Rodriguez stated that they are working on that on a case-by-case basis. Dr. Flores asked if that can be changed. Mr. Rodriguez stated that they can look at that next year. Hearing no further response, Mr. Gallo closed the Public Hearing.

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

**BE IT RESOLVED** that the Board of Education adopts the Memorandum of Understanding (Kindergarten Workload) between the San Bernardino Teachers Association and the San Bernardino City Unified School District.

3.8 - Public Disclosure of Memorandum of Understanding (Transitional Kindergarten) Between the San Bernardino City Unified School District and the San Bernardino Teachers Association (SBTA)

On May 15, 2014, the San Bernardino Teachers Association (SBTA) approved the following Memorandum of Understanding (Transitional Kindergarten) that provides clarification on elements of the Transitional Kindergarten program that have potential impact on Transitional Kindergarten teachers.

**MEMORANDUM OF UNDERSTANDING  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT AND  
SAN BERNARDINO TEACHERS ASSOCIATION  
May 15, 2014  
Transitional Kindergarten**

This Memorandum of Understanding is made and entered into this 15<sup>th</sup> day of May, 2014, between the San Bernardino City Unified School District (herein after referred to as “District”) and the San Bernardino Teachers Association, SBTA (herein after referred to as “Association”).

WHEREAS, the State has taken action to create a “Transitional Kindergarten” program, and

WHEREAS, certain elements of the transition to the Transitional Kindergarten program have potential impact on SBTA unit members,

THEREFORE BE IT RESOLVED that the “Transitional Kindergarten” program will continue to be implemented, with the following considerations:

1. Teachers assigned to the Transitional Kindergarten (TK) program will be SBTA unit members and fall under the “Classroom Teacher” element of Article 1 – Recognition of the Collective Bargaining Agreement (CBA). As such, all provisions within the current CBA will apply to teachers in this program.
2. Base Salary for Transitional Kindergarten teachers will be based on Appendix A of the Collective Bargaining Agreement and will be governed by Appendix B.
3. Pay for extra duty (i.e. tutoring, professional development, etc.) assignments will be prescribed by Article XI –Wages, Section 7.
4. Work hours for Transitional Kindergarten teachers will be equivalent to those of other half-day Kindergarten teachers. Instructional minutes will be equivalent to those of the regular kindergarten (not full day) program.
5. Class size for Transitional Kindergarten classes shall be twenty (20) to one (1).
6. Transitional Kindergarten teachers will be evaluated by the adopted evaluation procedures as set forth in the Collective Bargaining Agreement for classroom teachers.

7. All elements of Article XIX – Transfers, Section 3 – Voluntary Transfers and district transfer procedures shall apply. If more classrooms are opened after the transfer window closes and/or during the 2014-2015 school year, SBTA members shall be afforded the right to submit a transfer request for the open TK position.
8. SBTA unit members teaching TK shall have the rights all Kindergarten teachers have established in the current Kindergarten MOU and the Collective Bargaining Agreement.

This Memorandum of Understanding will be effective July 1, 2014, and will expire on June 30, 2015.

President Gallo opened the Public Hearing and asked if anyone wished to comment. Barbara Flores stated that she likes the 20 to 1 ratio and would like it reduced more next year. Hearing no further response, Mr. Gallo closed the Public Hearing.

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

BE IT RESOLVED that the Board of Education adopts the Memorandum of Understanding between the San Bernardino Teachers Association and the San Bernardino City Unified School District – Transitional Kindergarten - 2014-2015 School Year.

3.9 - Public Disclosure of Memorandum of Understanding (Salary Increase) Between the San Bernardino City Unified School District and the San Bernardino School Police Officers Association (SBSPOA)

On May 20 2014, the District and the San Bernardino School Police Officers Association (SBSPOA) agreed to the following Memorandum of Understanding (MOU) regarding Wages.

On May 23, 2014, SBSPOA ratified the proposed Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
AND SAN BERNARDINO SCHOOL POLICE OFFICERS ASSOCIATION**

**Salary Increase  
May 20, 2014**

This Memorandum of Understanding is made and entered into this 20th day of May 2014 between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereinafter the District) and the SAN BERNARDINO SCHOOL POLICE OFFICERS ASSOCIATION (hereinafter the Association).

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WHEREAS, the District and Association desire that all employees be paid competitive and comparative wages;

THEREFORE, it is hereby agreed that:

1. A 4% salary increase will be added to all applicable salary schedules for San Bernardino School Police Officers effective January 1, 2014.

The undersigned declare that they have read this document consisting of one (1) typewritten page and that understand its terms.

This Memorandum of Understanding shall be effective January 1, 2014.

Dated this 20<sup>th</sup> day of May 2014, at San Bernardino, California.

President Gallo opened the Public Hearing and asked if anyone wished to comment. Hearing no response, Mr. Gallo closed the Public Hearing.

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

BE IT RESOLVED that the Board of Education accepts the Memorandum of Understanding between San Bernardino School Police Officers Association (SBSPOA) and the San Bernardino City Unified School District.

BE IT FURTHER RESOLVED that the Board of Education adopts the Memorandum of Understanding (Salary Increase) between the San Bernardino School Police Officers Association (SBSPOA) and the San Bernardino City Unified School District.

3.10 - Public Disclosure of Memorandum of Understanding (Speech Language Pathologists) Between the San Bernardino City Unified School District and San Bernardino Teachers Association

On April 2, 2014, the San Bernardino Teachers Association (SBTA) Speech Language Pathologist membership ratified the following Memorandum of Understanding (MOU) regarding Speech Language Pathologists. In addition, the MOU was submitted to the San Bernardino County Superintendent of Schools for review. During this review, the County Superintendent of Schools determines the impact of the tentative amendment(s) to the collective bargaining agreement(s) on the District's budget, ending balance, and general fund reserves. The summary of the proposed Memorandum of Understanding (MOU) with the SBTA bargaining unit, setting forth the financial impact of the MOU, is included in the Board agenda for the Board's review and to make them available to the interested public.

**Memorandum of Understanding  
San Bernardino City Unified School District  
and San Bernardino Teachers Association  
April 2, 2014  
Speech Language Pathologists**

This Memorandum of Understanding is made and entered into this 2<sup>nd</sup> day of April, 2014, between the San Bernardino City Unified School District (herein after referred to as “District”) and the San Bernardino Teachers Association, SBTA (herein after referred to as “Association”).

WHEREAS, the District has employed Speech and Language Pathologists (hereinafter referred to as “SLPs”) to meet the needs of students in the District; and

WHEREAS, the SLPs are members of SBTA and, as such, SBTA is the exclusive bargaining agent for SLPs; and

WHEREAS, the District has a number of SLP vacancies, resulting in caseload challenges for the SLPs; and

WHEREAS, SLP caseloads are defined in the Certificated Bargaining Agreement and in California Education Code; and

WHEREAS, the District and the SLPs desire to provide quality services to students in an effective manner; and

WHEREAS, there is and has been an ongoing shortage of SLPs available in the job market; and

WHEREAS, the District seeks to be competitive in the job market in relation to compensation for SLPs; and

WHEREAS, Article XI Wages, Section 13(c) states in part “Speech Language Pathologists shall be paid a factor of 5% of their per diem rate of pay as determined by their placement on Appendix A of the CBA”;

THEREFORE, the District and the Association agree to the following:

1. The District shall continue to aggressively recruit and hire SLPs.
2. Newly hired fully credentialed, full-time SLPs will receive a \$5,000 signing bonus payable by October 1 of the first year of employment. Newly hired fully credentialed, part-time SLPs shall receive a prorated share of the signing bonus.
3. Continuing fully credentialed, full-time SLPs shall be paid a Stay-Put bonus of \$5,000 payable in full on October 1 of the school year. Continuing fully credentialed, part-time SLPs shall be paid a prorated share of the \$5,000 Stay-Put Bonus.

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4. Fully credentialed, full-time SLPs shall be paid \$1,000 per year for license-required classes/seminars, license renewal fees for the state Speech Language Pathologist license, and/or the Certification of Clinical Competency license. This payment is conditioned on the supervisor's verification that Medi-Cal billing has been completed and will be paid by the end of the 2014-2015 school year. Fully credentialed, part-time SLPs shall be paid a prorated share of the \$1,000 per year by the end of the 2014-2015 school year.
5. The District shall continue to seek interns that can work under SLP supervision. Interns will reduce caseload averaging. Supervising SLPs will receive a stipend of \$500 per semester.
6. On a temporary basis, the District may, contract external services with the following provisions:
  - a) The District will make every effort to minimize the cost of contracted SLPs services.
  - b) Contracted services will be reduced upon the hiring of SLPs up until the time that the District has hired the sufficient number of SLPs needed to provide all SLP services to students.
  - c) The District shall provide to the Association, by the 10<sup>th</sup> of each month, information regarding contracted services, including but not limited to, dates of initiation/termination, number of people providing services, number of hours provided by each provider, number of caseloads assigned to each provider, and amount of payment for services.
  - d) Contracted services will relieve the caseloads of SLPs in an equitable manner, whereby contracted SLPs caseloads are reasonably equitable with District SLPs.
7. By November 1, 2014, the caseload averages for SLPs on a 184-day work year shall not exceed 55. For part-time SLPs, SBTA and the District will work together to monitor caseloads.

The District and Association further agree that this Memorandum of Understanding (MOU) shall not be deemed as a precedent, and shall not, under any circumstances, be used as a basis for extending the same consideration to other employees of the District represented by the Association.

This MOU will be effective July 1, 2014, and will expire on June 30, 2015.

It is recommended that the Board of Education approves the Memorandum of Understanding (Speech Language Pathologists) between the San Bernardino City Unified School District and San Bernardino Teachers Association (SBTA).

President Gallo opened the Public Hearing and asked if anyone wished to comment. Hearing no response, Mr. Gallo closed the Public Hearing.

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

BE IT RESOLVED that the Board of Education approves the Memorandum of Understanding (Speech Language Pathologists) between the San Bernardino City Unified School District and San Bernardino Teachers Association (SBTA).

3.11 - Public Disclosure of Proposed Amendment to the Agreement with the California School Employees Association (CSEA)

On March 21, 2014, the District reached tentative agreement with the California school Employees Association (CSEA) for a successor agreement. The tentative agreement provides for changes in terms and conditions of employment. California Government Code §3547.5 requires public disclosure of the financial and budgetary impact of the proposed amendment(s) to the collective bargaining agreement. In addition, the required forms, along with the tentative agreements(s), have been filed with the County Superintendent of Schools for review. During this review, the County Superintendent of Schools will determine the impact of the tentative amendments(s) to the collective bargaining agreement(s) on the District's budget, ending balance, and general fund reserves. The summary of the proposed successor agreements(s) with the California School Employees Association, setting forth the financial impact of the tentative collective bargaining agreements(s), is included in the Board agenda for the Board's review and to make them available to the interested public.

On April 18, 2014, CSEA ratified the proposed amendment to the collective bargaining agreement.

The following is a summary of significant changes to the collective bargaining agreement found in the proposed amendment:

**Section 1--Association's Representation Unit.**

The District hereby acknowledges the Association as the exclusive bargaining representative for all classified employees included in the employee unit described in the attached Appendix "A" and by this reference made a part hereof.

**Section 2--Exclusions.**

Specifically excluded are all management, confidential, day-to-day substitutes, and certificated employees. Also excluded are all part-time employees who are not assigned to work five (5) days per week and two (2) hours or more per day on a regular basis.

**Section 3--New Classifications.**

The District shall initially designate all new classified job classifications as to inclusion or exclusion from the unit set forth in Section 1 of this Article. Such designation shall be made at the time any new classification is submitted to the Board of Education for approval. If the Association does not agree with such designation, it must inform the District's representative within ten (10) business days of the Board meeting and request to meet in an attempt to resolve the issue. If unable to reach agreement as to their inclusion or exclusion from the bargaining unit, the issue shall be submitted to the Public Employment Relations Board. The District and the Association may jointly agree upon any other means to resolve disputes under this Section.

**ARTICLE III - DISTRICT RIGHTS**

**Section 1--District Powers, Rights, and Authority.**

It is understood and agreed that, except as limited by the terms of this Agreement, the District retains all of its powers and authority to direct, manage, and control to the extent allowed by the law. Included in, but not limited to, those duties and powers are the rights to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine District curriculum; design, build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work, except where specifically prohibited by the Education Code; and take any action on any matter in the event of an emergency, as provided in Section 3 herein. In addition, the District retains the right to hire, assign, evaluate, promote, demote, terminate, and discipline employees. This recital in no way limits other District powers as granted by law.

**Section 2--Limitation.**

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

**Section 3--Emergencies.**

The District has the right to amend, modify, or rescind policies, practices, and provisions of this Agreement in case of and for the duration of an emergency. An emergency shall be defined as an act of God, interference by a third party beyond the control of the District or bargaining unit

member, or work stoppage or job action. In the event of suspension of any such article or portions of articles, the District agrees to meet and negotiate with regard to such articles or portions of articles or successor clauses immediately upon demand by CSEA. Emergencies shall not be declared capriciously or arbitrarily.

## **ARTICLE IV - ASSOCIATION RIGHTS**

### **Section 1--Right of Access.**

Authorized Association representatives shall have the right of access to areas in which bargaining unit members work at reasonable times for the purpose of contacting bargaining unit members and transacting Association business, provided such business or activity does not interfere with the school programs and/or duties of bargaining unit members and other District employees. Upon arriving at a work site, any such representative shall first report to the office of the appropriate management person to announce his/her presence, and state the purpose for his/her visit and the bargaining unit member(s)/group he/she intends to contact.

### **Section 2--Communication.**

Authorized Association representatives shall have the right to reasonable use of school mailboxes, including the use of the District Pony system, and official Association bulletin boards without charge, provided that all postings for bulletin boards or items for school mailboxes contain the name of the person and organization responsible for its promulgation. In the event CSEA does not identify a specific individual for receipt of such material, the material shall be placed in an area frequented by union members.

### **Section 3--Facilities.**

Authorized Association representatives shall have the right to use District facilities at reasonable times, providing such use does not interfere with the school programs and/or duties of bargaining unit members and other District employees. Requests for the use of facilities shall be submitted on the regular District form provided for such use and subject to the provisions of the Civic Center Act.

### **Section 4--Bargaining Unit Information.**

The District shall, within a reasonable time after receiving a written request, furnish the Association with one (1) copy of all financial reports required by county and state, and other completed non-confidential information. The District shall provide the Association, on or before November 1 of each year, a list of employees within the unit and designated work sites. The District will include a unit member's home address and phone number, unless the unit member has requested in writing that his or her home address and/or phone number not be released to the Association. The District shall present to each new unit member, upon initial employment, an

Association supplied employee information form. Upon receipt of the completed form, the District shall forward the form to the Association.

**Section 5--Distribution of Agreement.**

The District shall maintain this Agreement on the District's web site, in order to provide access to all employees. In addition, the District shall provide to the Association 1,500 copies of this Agreement for appropriate distribution. The Association shall be responsible for additional copies at the prevailing District rate. The Association assumes all responsibility for distribution of the agreement to new and current classified employees.

**Section 6--Full Release President.**

- A. Either the President of the Association or the Executive Board Designee shall be granted a leave of absence for Association business. The requirement to pay the cost of such release/leave of absence shall be borne by the Association and shall be deemed to have been satisfied by a credit to the District of the equivalent of a 0.06% increase on the CSEA bargaining unit salary schedule. The date for full release shall be effective upon ratification by both parties for the 2005-06 school year.
- B. The CSEA shall notify the District in writing the name and classification of the bargaining unit member to be released under the provisions of this section during the month of December of each year or in the case of a presidential/designee change five (5) days prior to the effective date of the full release.
- C. The release of either the President or designee will be without loss of compensation, benefits, rights, or seniority that the President/designee would have received or be entitled to but for the release time. The bargaining unit member shall continue to receive any salary increase he/she would have received but for the release time and any other increase(s) in salary and/or benefits associated with his/her employment classification. The District shall provide the released unit member with eight (8) hours fully burdened pay per day and twelve (12) months per year.
- D. Upon return to full employment with the District the President/designee shall be:
  - 1. First, entitled to his/her last position, if available.
  - 2. Second, if above not available may choose from a like position (hours & months) of which he/she left.
  - 3. Third, should one and two not be available be placed into an available position of his/her choice for which he/she obtained permanency.

In the event of a reduction in force having taken place affecting his/her employment status or none of the placement options noted above be available, the applicable terms of this

agreement and Education Code provisions will be applied to ensure the President's/designee's placement rights.

**Section 7--Association Leave.**

- A. A maximum of one hundred (100) days per school year shall be granted during the term of this agreement to Association Representatives for Association business, provided that such paid release time is not used in furtherance of or in connection with a work stoppage or other refusal to work.
- B. Individual unit members may not use more than twelve (12) Association Leave days per school year. Elected Association Officers shall be exempt from this twelve (12) day limit.
- C. Elected Association Officers shall be exempt from a limit on reimbursable release time in accordance with Education Code Section 45210. A list of these elected Association Officers shall be provided to the District on a yearly basis no later than fourteen (14) work days after an election.
- D. A reasonable number of classified employees shall be entitled to reimbursable release time in accordance with Education Code Section 45210 for the purpose of enabling an employee to attend important organizational activities authorized by the public employee organization.
- E. Release time for statutory representational time, such as negotiations, mediation, District designated committees, disciplinary meetings, filing a grievance per Article XVIII, Section 2(f), and attendance at grievance hearings shall not be charged against time as described in A and B above.
- F. The District shall release with pay up to three (3) duly elected CSEA member delegates to take a maximum of five (5) days if necessary to attend the annual CSEA State Conference. The total number of unit members to be released for this purpose shall not exceed ten (10).
- G. The District shall approve trainings(s), as mutually agreed upon by the District and Association, not to exceed (10) unit members annually.
- H. Requests for Association Leave must be in writing and shall be presented to the Employee Relations Division a minimum of two (2) full business days in advance of leave. The employee shall comply with all site and District attendance reporting procedures.
- I. Release time utilized at the request of the District and approved by the Superintendent/designee shall not be deducted from the above referenced days.

- J. The Association shall reimburse the District for all Association business release time that has been taken under subsection 7, A and F with the exception of three (3) delegates that are released with pay by the District.
- K. The Association shall receive an itemized invoice for time utilized, on a monthly basis. The Association shall remit payment for non statutory time utilized within thirty (30) calendar days of receipt of invoice. If there is a dispute on a particular item or items the Association shall submit payment for the remainder of the invoice not in dispute. The Association shall notify the District in writing of the disputed item(s) within fifteen (15) business days of receiving the invoice. Failure to notify the District of any disputed amount within the fifteen (15) business days shall result in that invoice being considered accurate and the Association shall make full payment of that invoice.

**Section 8--New Employee Orientation.**

The District agrees that as long as it conducts a centralized new employee orientation meeting the CSEA chapter president or designee will be allowed up to thirty (30) minutes to present to new employees information limited to the enrollment process, notification and invitation to chapter meetings, CSEA contract information, dues information, and to respond to questions related to these areas. If the District believes that the terms of this section have been violated, CSEA agrees to discontinue involvement in New Employee Orientation until resolution of the grievance. A grievance filed by CSEA addressing this action will be expedited by both parties.

**ARTICLE V - ASSOCIATION SECURITY**

**Section 1--Payroll Deduction of Dues and Maintenance of Membership.**

Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the district a CSEA membership application. Such authorization shall continue in effect unless revoked in writing during the month of November. Pursuant to such authorization, the District shall deduct appropriate dues as set forth in the Association's approved dues schedule. With respect to all sums deducted by the District pursuant to authorization of the employee, whether for membership dues or equivalent fee, the District agrees to remit such monies to the Association within fifteen (15) days of issuing paycheck containing deductions to the employees, accompanied by an alphabetical list of employees for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes from the list previously furnished. The Association agrees to furnish, upon request, any information needed by the District to fulfill the provisions of this Article.

**Section 2--Payroll Deduction.**

Unit members employed after January 1, 1990, shall become Association members, or have a service fee deduction initiated by the District within the month following their first twenty (20)

days of employment, unless the unit member notifies the Association and the District in writing, within the first twenty (20) days after employment, that he/she has an objection to joining or paying service fees to the Association. The amount of the service fee shall be established by the Association.

**Section 3--Alternate Payment.**

In the event a unit member fails to give notice as set forth in Section 2 above and cannot, for reasons of religious objection as provided for in Government Code Section 3546.3, pay the service fee to the Association, he/she shall not be required to join, maintain membership in, or financially support the Association as a condition of employment, except that such unit member shall be required, in lieu of the service fee, to pay a sum equal to such service fee to a non religious, non labor organization charitable fund that is exempt from taxation under section 501(c)(3), or Title 26 of the Internal Revenue Code and shall be to either the Arrowhead United Way, Child Welfare Fund, or the San Bernardino City Unified School District Employee's Scholarship Fund. Such payment shall be made as set forth in Section 2 above.

**Section 4--Remitting Dues and Service Fees.**

With respect to all sums deducted by the District pursuant to Sections 1 and 2 above, whether for membership dues or service fees, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

**Section 5--Indemnification.**

The Association shall indemnify, defend, and hold harmless the District, the District's Board of Education, each individual School Board member, and employees, agents, and representatives of the District against any and all claims, demands, suits, or other forms of liability, including but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees, and any back pay, penalties, or awards resulting from any court, arbitrator or PERB order, judgment or settlement which may arise by reason of, or resulting from the operation of, Article V of this Agreement. The Association shall bear all costs of defending against any and all such claims, demands, suits, or other forms of liability, including, but not limited to, court costs, attorney fees, and all other costs of litigation.

The Association agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action before the PERB challenging the legality or constitutionality of this Article V or its implementation.

**ARTICLE VII - BENEFITS**

**Section 1--Insurance Benefits.**

The District shall make available group health, vision, life, and dental insurance benefits. Employees are required to sign-up for such benefits within thirty (30) days of the date of hire. After initial enrollment any change in life status, i.e. marriage, birth, adoption of a child, spouse begins or ends employment, or any change in family status defined by the Internal Revenue Code, must be made within thirty (30) days of the occurrence. For the purpose of this Section thirty (30) days is defined as calendar days.

**Section 2--District Contribution.**

The District shall pay the full cost of group dental insurance premiums for the fulltime unit member and eligible dependents and full-time unit member's group basic life insurance premiums. The District shall pay the full cost of group health and vision insurance premiums for the full-time unit member and eligible dependents enrolled in the least expensive of the group health plans. Unit members are not eligible to enroll in-group health plans as both an employee and as a dependent. All of a unit member's eligible dependents must be enrolled in the same health plan and may not be enrolled as dependents by more than one unit member or District employee. Unit members enrolled in a more expensive group health plan shall have the difference in the cost of premiums between the least expensive health plan and the health plan they have selected deducted from their payroll warrant. Regular part-time unit members shall have District-paid premiums as follows:

A. Six Hour Or More Per Day

The District will pay employee-only medical insurance or the least expensive plan for unit members assigned to work six (6) hours or more per day but less than eight (8) hours per day. If the unit member enrolls one or more eligible dependents in the medical plan, the District will contribute fifty (50) per cent of the additional premium above the premium for employee-only coverage under the least expensive plan.

The District will contribute fifty (50) percent of the premium for dental insurance.

The District will contribute fifty (50) percent for employee-only group life insurance premium.

B. Four Hours Per Day But Less Than Six Hours Per Day

The District will pay fifty (50) percent of the applicable tier rate for the medical insurance premium under the least expensive plan for unit members assigned to work four (4) hours or more but less than six (6) hours per day.

Dental and life will be paid one-hundred (100) percent by the employee.

C. Less Than Four Hours Per Day

The District does not contribute towards the costs of benefits for unit members assigned to work less than four (4) hours per day except for those who were employed by the District prior to July 1, 2002.

For those unit members employed by the District prior to July 1, 2002, the District will pay twenty-five (25) percent of the applicable tier rate of the medical insurance premium under the least expensive plan. Dental and life will be paid one-hundred (100) percent by the employee.

**Section 3--Administration.**

The District reserves the sole right to select, change, administer, or fund any fringe benefit programs involving insurance that now exist or may exist in the future during the term of this Agreement. No changes in insurance carrier or methods of funding coverage shall result in a reduction of benefits provided for in Section 1 of this Article. The District shall give the Association an opportunity to consult prior to any change of insurance carrier or method of funding coverage.

**Section 4--Eligibility.**

To be eligible to participate in the insurance benefits, a unit member must be a regular employee of the District assigned to work five (5) days per week on a regular basis. Unit members with less than a five (5) day per week regular assignment are not eligible. Exceptions to the five (5) day per week eligibility requirements are employees working ten (10) hours per day four (4) days per week as set forth in Article IX, Section 12 and part-time employees working an alternative workweek as set forth in Article IX, Section 17 and totaling a minimum of twenty (20) hours per week pursuant to Section 2, above.

**Section 5 --Insurance Committee.**

The Association shall have two (2) CSEA appointed positions on the District Insurance Committee, which shall represent one fourth (1/4) of the voting membership. The Committee will review claims experience and the administration of the group insurance programs with the objective to contain insurance costs. The Committee may investigate alternative insurance benefits and programs, including insurance cost containment. The Committee shall have the authority to make recommendations to the Association and the Board of Education for the purpose of cost containment.

Recommendations made by the Insurance Committee shall be made by consensus. Failure to reach consensus will result in a two-thirds (2/3) vote of the total membership of the Committee. At least one (1) member of each constituent group must vote on the prevailing side in order to move forward with a Committee recommendation. Failure to reach an agreement will result in resolution through negotiations with the Association. Failure to reach an agreement will result in resolution through negotiations with the Association.

## **ARTICLE VIII - RETIREE HEALTH INSURANCE**

### **Section 1--Program.**

Full-time unit members wishing to retire prior to the age of sixty-five (65) may receive health insurance assistance. The unit member must be full-time at the time of retirement. Participation in the program shall be on a voluntary basis on the part of the former unit member.

### **Section 2--Eligibility.**

To be eligible to participate in this program, a unit member must:

- A. Be under age sixty-five (65) and at least fifty-five (55) years of age at the time of retirement. The program will not be available to those unit members who have reached sixty five (65) years of age.
- B. Have at least fifteen (15) years of service with the District, with five (5) of those years having been full-time years of service, except those unit members with ten (10) or more years as of October 1, 1986, shall be eligible except those unit members with ten (10) or more years as of October 1, 1986, shall be eligible.
- C. Submit a letter of intent to the District forty-five (45) days prior to the retirement date.

### **Section 3--District Contribution.**

District will contribute up to two thousand, two hundred fifty dollars (\$2,250) per year.

### **Section 4--Terms of the Program.**

- A. The District will contribute an amount up to the limit set forth in Section 3 above for the retired unit member and eligible dependents.
- B. Except as provided below, the contribution will be applied only to health insurance benefits provided through the District-adopted hospital and medical insurance program for unit members.
- C. Should the cost of the District's insurance program exceed the amount set forth in Section 3 above, it will be the retiree's obligation to pay the difference as requested by the District.
- D. Upon reaching eligibility, any retired unit member or covered dependent(s) under this program must apply for Medicare.

- E. Upon reaching age sixty five (65), the benefits under this program are terminated.
- F. Upon entering the program, former unit members cease to be unit members for purposes of this Agreement.
- G. Unit members are not eligible to participate if they are not eligible for coverage under the District group health plan.

The contribution will be applied to health insurance benefits provided through the District-adopted hospital and medical insurance programs for unit members. If the retired unit member lives outside of the service area of the District-adopted programs, the District will reimburse the retired unit member for hospital and medical insurance, up to the limit set forth in Section 3 of this Article.

Unit members are not eligible to participate as both a retired employee and as a dependent in group health plans. All of a unit member's eligible dependents must be enrolled in the same health plan and may not be enrolled as dependents by more than one District retiree/employee.

## **ARTICLE IX - HOURS**

### **Section 1--Workday.**

The regular workday for full-time unit members shall consist of eight (8) duty hours, exclusive of lunch. The District has the right to extend the regular workday as it deems necessary to carry out the District's business. The District has the right to establish the regular daily work hours for unit members.

Any permanent change in a unit member's regular daily work schedule shall be based on the business needs of the District, and shall not be arbitrary or capricious. The District shall notify CSEA of any proposed permanent changes at least ten (10) business days prior to the effective date. CSEA may notify the District of their intent to negotiate the proposed change within five (5) business days of request. Absent a demand to negotiate, the District will proceed with the change of the regular daily work schedule.

In the event of a temporary need by a unit member or the District, the unit member and his or her supervisor may mutually agree to adjust the unit member's regular daily work schedule, not to exceed five (5) consecutive business days.

### **Section 2--Workweek.**

The regular workweek shall consist of forty (40) hours during a period of not more than five (5) consecutive days. The District retains the right to extend the regular workweek. Any change shall be based on the business needs of the District, and shall not be arbitrary and capricious.

**Section 3--Lunch Break.**

Unit members working six (6) or more hours per day shall be entitled to a duty-free lunch period of no less than thirty (30) minutes and no more than sixty (60) minutes. The duty-free lunch shall be exclusive of hours worked. Campus Security Officers, and Radio Dispatch Clerks shall receive a thirty-minute lunch, inclusive of hours worked, which may not be duty free.

**Section 4--Rest Breaks.**

Unit members working four (4) hours per day or more shall receive not more than a fifteen (15) minute rest period for each four (4) hours of service. Except as set forth in subsection "A" below, the rest period shall be scheduled as near the middle of the four (4) hour work period as practical in keeping with the efficient performance of the Districts business.

- A. A single rest break of not more than thirty (30) minutes may be scheduled on evening or special work shifts when such shifts are eight (8) hours or more.
- B. Rest breaks are not necessarily duty free and are part of the regular workday, although if a unit member is not allowed to utilize any portion of their full rest break as provided for in this article the unit member shall be allowed to utilize the period of time lost on the break immediately following the completion of the necessary work duty that caused the supervisor to interrupt the unit member's rest break. Rest breaks are compensated at the unit member's regular rate of pay.

**Section 5--Overtime Compensation/Compensatory Time.**

- A. Overtime: Unit members shall be paid at the overtime rate of one and one-half (1½) times their regular hourly rate of pay. The overtime rate shall be paid under the conditions set forth below in this Section 5. Unit members must receive approval prior to working overtime, unless suffered and permitted by the District.
- B. All hours the unit member is required to work in excess of eight (8) hours in any regular workday with the exception of a Compressed Workweek or an Alternative Workweek as defined in Section 11 and Section 16 of this Article.
- C. All hours the unit member is required to work in excess of forty (40) hours in any regular workweek.
- D. All hours unit members having an average workday of four (4) hours or more are required to work on the sixth (6th) and seventh (7th) day of the workweek after the completion of five (5) consecutive days.

- E. All hours unit members having an average workday of less than four (4) hours are required to work on the seventh (7th) day of the workweek after the completion of five (5) consecutive days.

Compensatory Time: In lieu of overtime pay, a unit member and the District may agree to grant the unit member compensatory time at the rate of one and one-half (1½) hours for each overtime hour worked. The unit member may accumulate compensatory time not to exceed twenty (20) hours. Compensatory time shall be used within the work year in which it was earned. Any compensatory time not used as of June 30 shall be paid out as overtime. Compensatory time shall be used during periods, which do not impair the operation of the District, as determined by the District.

1. Earned hours of compensatory time shall be recorded. A report shall be supplied to the unit member.

#### **Section 6—Overtime/ Extra Hours Distribution.**

Supervisors shall establish and maintain a uniform method for equitable distribution of available overtime/extra hours among and between qualified unit members, within the identified classification, under their direction. The needs of the District shall be paramount in the selection of unit members for overtime/extra hours.

Pursuant to this Article, the District shall not offer any overtime/extra hours to substitute employees if a qualified unit member within the classification at the affected site is available and willing to accept the overtime. The District shall not contract out work in lieu of overtime/extra hours.

#### **Section 7--Required Overtime.**

The District reserves the right to require any unit member to work overtime except that a unit member may not be required to work overtime if another unit member is available and volunteers for the assignment. The District shall determine qualification required for any given overtime situation. Other than in an emergency situation, any unit member may refuse to work in excess of seventy-two (72) hours in a single week, and may refuse to work more than six (6) days out of every seven (7); a unit member refusing overtime/compensatory time on either of these two bases shall not be subject to discipline of any kind or termination for exercising their right to refuse excess overtime/compensatory time.

#### **Section 8--Call-Back Guarantee.**

Unit members called in to work unscheduled overtime after leaving the work site or on a day when he/she is not scheduled to work shall be entitled to a minimum of two (2) hours' work and be paid at the appropriate rate as set forth in this Agreement.

**Section 9--Compressed Workweek.**

- A. The District may establish a ten (10) hour-per-day, forty (40) hour-per-week work schedule within four (4) consecutive days for certain unit members. The Association's concurrence must be obtained in order to implement a schedule under this provision. The overtime rate set forth in this Article shall be paid under the conditions set forth below when this subsection 12(A) is implemented.
1. All hours the unit member is required to work in excess of ten (10) hours in any regular workday.
  2. All hours the unit member is required to work in excess of forty (40) hours in any regular workweek.
  3. All hours unit members, having an average workday of four (4) hours or more, are required to work on the fifth (5th), sixth (6th), and seventh (7th) day of the workweek after the completion of four (4) consecutive days.
- B. Holidays, sick leave, vacation, and other leaves taken while on the compressed work week shall be charged on an hour-for-hour basis.

**Section 10-Assignments at Times Other Than Regular Academic Year.**

When it is necessary to assign unit members not regularly assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made within classification on the basis of related experience, skills, knowledge, abilities, work habits, job performance, and suitability for the position.

Unit members shall not be required to accept assignments as set forth in this Section. If unit members are assigned to work in their regular job classification, they shall continue to receive their regular salary placement. If unit members are assigned to work in a job classification other than their regular job classification, they shall be paid on the first step of the salary range for the temporary job classification. Benefits shall be prorated as set forth in this Agreement.

Unit members who take vacation during assignments set forth in this Section shall be paid the established rate of pay for their assigned position during the academic year.

**Section 11 -Changes in Assigned Time.**

A part-time unit member who is required to work a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days shall have his/her basic assignment changed to reflect the longer hours. The change in the regular assigned time shall be effective on the twenty-first (21<sup>st</sup>) consecutive working day.

**Section 12-Calendar Adjustment.**

The District reserves the sole and exclusive right to determine the hours of operation, including, but not limited to, days that schools and offices shall be open to the public and students. If the District determines, for purposes of calendar adjustment, to close schools and offices, all unit members shall be granted credit as time worked all hours regularly scheduled for that day. Such calendar adjustment day or days shall only be on days in which classes are not scheduled and students are not required to attend school.

**Section 13-Classified Work Year Calendar**

9 Month Traditional PT	180 work days + holidays
9 Month Traditional FT	194 work days + holidays
10 Month Traditional PT	197 work days + holidays
10 Month Traditional FT	211 work days + holidays
11 Month Traditional FT/PT	Will be 22 work days less than a 12 Month calendar for the given year + holidays (may range from 225-227)
12 Month Traditional FT/PT	Will correspond to the total possible number of work days for the given year + holidays (may range from 247-249 work days)
Open Calendar-Number of work days spread through entire school year	Will correspond to one (1) of the above calendars

**Section 14--Alternative Workweek.**

Regular part-time unit members, upon request of the supervisor and approval of Classified Human Resources, may work less than five (5) days per week. The total assigned weekly hours of work shall remain the same, and the regular part-time unit member shall remain a unit member while working the alternative work schedule.

**ARTICLE X – HOLIDAYS**

**Section 1--Holidays.**

Unit members shall be entitled to the following paid holidays, provided the unit member is in paid status during the working day immediately preceding or the working day immediately succeeding the holiday:

New Year's Day--January 1  
Martin Luther King, Jr.'s Birthday--Third Monday in January  
Lincoln's Birthday--observed on Monday or Friday during the week of February 12  
President's Day--Third Monday in February  
Memorial Day--Last Monday in May  
Independence Day--July 4  
Labor Day--First Monday in September  
Veterans Day--November 11  
Thanksgiving--Thursday proclaimed by the President  
Day following Thanksgiving  
Day before Christmas holiday--December 24  
Christmas Day--December 25  
Day before New Year's Day--December 31

**Section 2--Christmas/Winter Recess Holidays.**

Regular unit members who are not normally assigned to duty during the holidays of December 24, 25, 31 and January 1 shall be paid for those four (4) holidays, provided they are in paid status during the workday of their normal assignment immediately preceding or succeeding the holiday period.

**Section 3--Holidays Falling on Weekends.**

When a holiday set forth in Section 1 falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday set forth in Section 1 falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. Unit members who are required to work a workweek other than Monday through Friday, and as a result lose a holiday to which he/she would otherwise be entitled, shall be provided a substitute holiday or be paid for the number of hours regularly assigned on that day at the unit member's regular rate of pay.

**Section 4--Two Consecutive Holidays.**

- A. In instances of two (2) consecutive holidays where the first (1st) day of the regular holiday is Friday and the second (2nd) day of the regular holiday is Saturday, the District shall schedule the holiday on either the preceding Thursday or the following Monday.
- B. In instances of two (2) consecutive holidays where the first (1st) day of the regular holiday is Sunday and the second (2nd) day of the regular holiday is Monday, the District shall schedule the holiday on either the preceding Friday or the following Tuesday.
- C. In instances of two (2) consecutive holidays falling on Saturday and Sunday, the District shall schedule the holiday on the preceding Friday or on the following Tuesday. Unit members shall observe Monday as a holiday.

- D. In instances of two (2) consecutive holidays falling on Wednesday and Thursday, the District shall schedule the Wednesday holiday on Friday.
- E. The provision of this Section 4 shall only be implemented after the Association has had an opportunity to indicate its preferences as to specific holiday dates.
- F. This Section 4 shall not be applicable to Thanksgiving holiday.

**Section 5--Pay for Holidays Worked.**

Unit members shall be paid at the rate of time and one-half for all hours worked on holidays set forth in Section 1 of this Article. Compensatory time off in lieu of pay may be granted as provided for in Article IX, Section 5 of this Agreement. Such additional holiday pay or compensatory time off shall be in addition to regular pay for the holiday.

**ARTICLE XI - EMPLOYEE EVALUATION PROCEDURES**

**Section 1--General.**

The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the procedural requirements set forth in this Article. Any grievance shall be limited to a claim that the procedures in this Article have been violated.

**Section 2--Evaluator.**

The District shall determine the evaluator who shall be the management employee having direct supervision of the work of the unit member.

**Section 3--Evaluation Period.**

Each unit member shall be evaluated on not less than an annual basis. Unit members who have worked six years or longer for the District and have maintained satisfactory evaluations for at least the three most recent evaluation periods may be evaluated every two years. The unit member's supervisor will make the decision regarding the two year evaluation cycle. The period for annual evaluation shall be July 1st through June 30th. Within thirty (30) days of the start of the school year or any new assignment, unit members shall receive an evaluation orientation related to the evaluation process, including being provided a copy of their job description.

**Section 4--Probationary Unit Members.**

All probationary employees shall be evaluated three (3) times during the probationary period.

**Section 5 – Evaluation Criteria**

The following objective criteria shall be used in the evaluation process, and must be supported by specific, verifiable facts over the evaluation period:

1. Dress: Dresses appropriately based on job duties.
2. Attendance and Punctuality: Arrives for and leaves work at the assigned times. Adheres to the assigned work schedule. Uses available and permissible leaves in a contractually appropriate manner.
3. Communication: Effectively presents ideas and information orally and in written form.
4. Initiative and Follow-through: Demonstrates initiative and stays with a task until completed.
5. Job Knowledge: Exhibits an understanding of job duties and responsibilities.
6. Compliance with Rules/Procedures: Ability to learn and follow procedures, rules, laws, and other District policies.
7. Problem Solving: Demonstrates ability to define problems and develop solutions.
8. Judgment: Exercises good judgment in making decisions.
9. Working Relationships: Establishes and maintains positive working relationships.
10. Quality/Quantity of Work: Consistently performs all required duties efficiently and in a timely manner.

Unit members shall be evaluated based on established evaluation criteria as indicated on a district approved evaluation form and consistent with his or her current job description. The evaluation form shall provide for statement of commendations and recommendations.

#### **Section 6--Final Evaluation.**

Final written annual evaluations shall be presented to the unit member no later than fifteen (15) business days prior to the end of the unit member's work year. The evaluator and unit member shall meet prior to the end of the work year to discuss the final evaluation. The unit member shall have the right to make written comments and/or rebuttal, and have such written comments and/or rebuttal attached to the evaluation and made a part thereof. Such written comments and/or rebuttal shall be submitted by the employee within ten (10) business days following receipt of the evaluation. The unit member shall sign the written evaluation. If the unit member fails to sign, the evaluator shall note that the unit member refused to sign and forward the unsigned evaluation to Classified Human Resources.

#### **Section 6--Review.**

Within ten (10) business days of receipt of the final written evaluation, the unit member may request a meeting with the evaluator's supervisor to review the evaluation. The evaluator's supervisor shall meet with the unit member. Following the meeting, the evaluator's supervisor may prepare written comments that will become a part of the evaluation.

#### **Section 7--Permanent Record.**

The final written evaluation shall be a permanent record of the District and shall be filed in the unit member's personnel file in the District offices.

**Section 8--Unacceptable Performance.**

Unit members who receive an overall rating of "Needs Improvement" or "Unsatisfactory" shall receive a "Professional Development Plan" that will include:

- (a) Specific deficiencies;
- (b) Performance expectations; and
- (c) Date by which deficiencies in performance must be corrected.

Within six (6) work months following the "Needs Improvement" or "Unsatisfactory" rating(s) the supervisor shall meet with the employee to review performance as it pertains to the Professional Development Plan. A subsequent evaluation shall be done at that time. If the employee remains at a "Needs Improvement" or "Unsatisfactory" level, the "Professional Development Plan" shall be continued through the following school year.

**Section 9--Third-Party Statements.**

No third-party statement shall be included in an evaluation unless supported by specific written, factual detail, which shall be made available for the viewing by the employee at the time of the evaluation meeting and upon request by the employee.

**ARTICLE XIII – TRANSFER**

**Section 1--Definition.**

- A. Transfer means a change in the unit member's work site without a change in classification or a change from one classification to another at the same salary range when the unit member possesses the necessary qualifications for the new position. Voluntary demotions requested by the unit member shall be treated as a transfer under this Article.
- B. The relocation of a unit member's assigned classroom, program, or office from one District location to another shall not constitute a transfer.
- C.

**Section 2--Voluntary Transfer.**

- A. Permanent unit members within a classification who request transfer shall be considered in filling vacant positions.
- B. Any permanent unit member may request a transfer. Such requests shall be in writing on District forms and shall be submitted to the Classified Human Resources.
- C. Voluntary transfers are limited to positions in the same classification or a related classification at the same salary range or voluntary demotions. The District shall determine related classes for purposes of transfer. The Association shall be notified of all classes that are determined to be related for purposes of transfer.
- D. Unit members on probation are not eligible for voluntary transfers except upon the approval of the Classified Human Resources director.

- E. Unit members whose most recent evaluation is not satisfactory or above shall not be eligible for voluntary transfer.
- F. Voluntary transfers shall not affect a unit member's salary increment date, accumulated sick leave, or accumulated vacation.
- G. Once selected for a voluntary transfer, the unit member shall not be eligible for another voluntary transfer for six (6) months.

**Section 3--Involuntary Transfers.**

A unit member may be transferred to a position in the same class to meet the needs of the District. Involuntary transfers shall not be made for disciplinary or preferential reasons. Notice of involuntary transfer shall be in writing. Within five (5) business days after receipt of notice of involuntary transfer, the unit member may request a meeting with representatives of the District to discuss the transfer. The meeting shall be held within five (5) business days after receipt of the request.

**Section 4--Filling Vacancies**

In filling vacancies through transfer the following factors shall be considered: related experience, skills, knowledge, abilities, work habits, job performance, and suitability for the position. The manager with the vacancy shall rate each candidate on the aforementioned factors. A sum shall be calculated for the numeric ratings for each candidate and that sum used in comparisons. If, pursuant to the above numeric rating, the applicants are equal to each other, the applicant with the greatest seniority shall be offered the position.

When fewer than three (3) eligible unit members are on file for transfer, as provided for in Section 5, additional names from appropriate employment eligibility lists shall be made available to allow a choice among three (3) qualified unit members or applicants.

When fewer than three (3) eligible candidates are available for transfer or appointment from appropriate lists, and the District desires three (3), the District may post the vacancy for five (5) business days.

**Section 5--Requests for Transfer or Promotion.**

Unit members who have completed probation shall be allowed to file on District forms their preferences for any vacancies that may occur at specific locations during the school year. All transfer requests on file will be destroyed on July 1 of each year. The District shall first attempt to fill vacancies from requests that have been on file in the Classified Human Resources. In the absence of three (3) or more qualified volunteers on file, the District reserves the right to use other methods to fill the vacancy.

**Section 6--Transfer Information.**

Once each month the District will publish a transfer bulletin that will be posted at all work locations. Included in that bulletin will be a list of transfers from the previous month. The District will publish a list of work sites with the classifications assigned to each work site. This list will be revised each February and September.

**Section 7--Temporary Transfers.**

Nothing in this Section shall prohibit the District from making temporary transfers of unit members when the unit member's salary and benefits are not affected. Such transfers shall not exceed twenty (20) days without the unit member's consent, unless the unit member is the subject of a current investigation.

**Section 8--New Positions.**

Existing classifications that are newly established in a location or department shall be posted for not less than five (5) days at all work locations prior to filling the vacancies, so that unit members have an opportunity to file requests for transfer as set forth in Section 5 of this Article.

**ARTICLE XIV – LEAVES**

**Section 17--Vacation.**

(5) Nine-, ten-, and eleven month Unit members shall be compensated by lump sum payment for unused vacation remaining to their credit at the end of the school year.

**ARTICLE XV - REIMBURSEMENT, EXPENSES & MATERIALS**

**Section 1--Uniforms.**

The District may require Campus Security personnel to wear distinctive uniforms. The initial set of uniforms, as required by the District, shall be purchased by the District. The District shall provide for needed repair and replacement of uniform items.

A. If the District requires other categories of unit members to wear uniforms, a specific annual uniform allowance shall be negotiated with the Association. The District shall be the sole judge of whether a uniform item is in need of repair or replacement. The unit member is responsible for the reasonable use, maintenance, and care of District uniform items. The District will notify the Association and the Association will have ten (10) business days to request negotiations of initial allocation, repair, and replacement of uniforms.

**Section 2--Tools and Equipment.**

The District shall provide tools and equipment it requires for use by unit members in the performance of their assigned duties. Unit members may provide their own tools and equipment for use in the course of employment, with the written approval of the District. The District shall provide a safe place to store the tools and equipment.

**Section 3--Replacing or Repairing Employees' Property.**

- A. The District shall pay the cost of replacing or repairing property of a unit member, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by a unit member, when such item is stolen or damaged in the line of duty without fault of the unit member. The vehicle of a unit member, when damaged by a malicious act, shall be repaired subject to limitations set forth in this Section.
- B. The District shall pay the cost of replacing or repairing tools or other property of a unit member lost or damaged due to fire, burglary, or vandalism while such property is at the work site of a unit member, provided the unit member has received written authorization on District-provided forms to bring such personal property to the work site.
- C. Payment by the District under this Section 3 is limited to the following:

- (1) Payment under subsection "B" above shall be limited to property brought to the District.
- (2) The claim must be filed on District forms within thirty (30) days of the date of loss. The claim shall be accompanied by all required documentation, including, but not limited to, receipts, insurance coverage, warranties, and proof of original purchase. The loss must be reported to School Police within 24 hours of the incident.
- (3) The minimum claim shall be ten dollars (\$10.00)
- (4) The maximum claim paid shall not be in excess of the value of the item at the time of the loss or damage, and in no case shall exceed three hundred twenty dollars (\$320.00) per item lost or damaged or five-hundred-thirty dollars (\$530.00) per single occurrence involving the loss or damage of multiple items, but in no case shall exceed:
  - a. The lesser of the unit members deductible;
  - b. The actual cost of repairing;
  - c. The actual cost of the item.

Claims for wheel covers and rims shall not exceed thirty dollars (\$30.00) for each wheel or one hundred-twenty dollars (\$120.00) per single occurrence.

- (5) Items lost or damaged through unit member negligence or as a result of the failure of the unit member to take reasonable steps to safeguard the property shall not be reimbursed as provided for in this Section.

- (6) If the person causing the loss is known, every reasonable effort must be made by the unit member to obtain reimbursement from the person before the District will consider the claim. This could include actions in Small Claims Court or other appropriate legal action.
- (7) If the unit member has insurance that would cover the loss, then it shall be considered primary. The District will pay the amount not covered, such as a deductible.
- (8) Vehicle accessories, including, but not limited to, tape decks, stereo sets, and CB or other two-way radios, when not professionally installed in the vehicle shall not be included for reimbursement.
- (9) Automobile claims are subject to the following claim limits:
  - a. The unit member's automobile must be parked on or adjacent to District property while the unit member is engaged in District work.
  - b. Damage must be by malicious act or vandalism.
  - c. Theft must be by a District student.
  - d. Collision claims and personal property taken from the vehicle are excluded from coverage under this article.
  - e. The claim form must be supported by the following documentation:
    - i. Two (2) repair estimates must be submitted with claims in excess of two hundred dollars (\$200).
    - ii. Proof of completed repair showing amount paid.
    - iii. Proof of insurance showing coverage and deductibles at time of loss.
    - iv. Any other documentation requested by the Employee Property Reimbursement Committee.

#### **Section 4--Safety Equipment.**

The District shall provide all safety equipment required to be worn or used by the unit member.

#### **Section 5--Unit Member's Responsibility.**

Unit members shall be responsible for all tools, equipment, keys, uniforms, etc., issued to them by the District. All such District property shall be returned to the District upon termination of employment or as otherwise directed by the District. Unit members shall reimburse the District for all items lost, damaged, or stolen as a result of the unit member's negligence.

#### **Section 6--Medical Examinations.**

The District may require unit members to undergo medical examinations as a condition of employment or continued employment and pay the full cost of any such examination.

**Section 7--Meals and Lodging.**

The District shall pay the actual cost of lodging when unit members are required to be out of the District on District business. Unit members shall be reimbursed for the cost of necessary meals when out of the District as provided for in District Policy.

**Section 8 - Mileage Reimbursement**

Unit members authorized by the District to use their personal cars in fulfilling a work assignment shall be reimbursed at the rate established at the beginning of each fiscal year, which shall not be less than the current rate set by the Internal Revenue Service. Unit members covered by this section shall not receive a mileage reimbursement that is less than that paid by the District to any other group of District employees. It is understood and agreed that unit member travel between home and work sites is exempt from this provision. It is further understood and agreed that this reimbursement shall be payment in full for all car operating, maintenance, repair, and insurance costs resulting from such use.

**Section 9--Tuition Reimbursement.**

Unit members who have completed their initial probationary period with the District may make application for tuition reimbursement to attend educational or training courses through accredited educational institutions for the purpose of improving job skills in their current position or to prepare them for other positions within the District.

Requests for reimbursement of tuition costs must be approved in advance by the Employee Tuition Reimbursement Committee. In addition, applicants shall submit a description of the course(s) content and its applicability to their current position or other positions in the District. Reimbursement shall not be made in increments of less than fifteen dollars (\$15) per application. Tuition for upper-division classes shall be limited to fifty percent (50%) charged by the California State University System.

Tuition for lower-division classes shall be limited to fifty percent (50%) of the amount charged by the Community College District. The tuition reimbursement is paid after satisfactory completion of the course(s) with a grade of "C" or better and verification of grade(s) and costs. An ongoing committee, consisting of three (3) members appointed by the Association, three (3) members appointed by the District and chaired by the District's chief Human Resources officer or designee, shall evaluate each application based upon the relevancy of the training to the needs of the District, either as related to the applicant's present position or to the District's future recruitment needs. The decision of the committee shall be final and binding, and shall not be subject to the grievance procedure set forth in Article XVIII.

There shall be a fund of \$15,000 available for purposes of implementation of this Section 9.

Unit member-initiated education or training shall not be considered as time actually worked and normally shall not occur during regular work hours.

Unit members receiving tuition reimbursement must continue to work for the District for not less than one (1) calendar year after the completion of the course(s).

Termination of employment within one (1) calendar year after completion of the course(s) will result in a payroll deduction of the tuition reimbursement from the unit member's final pay warrant.

**Section 10--Teacher Development Program.**

Unit members who have completed their initial probationary period with the District may make application for tuition reimbursement to attend accredited college or university courses for the purpose of obtaining a teaching credential to prepare them for teaching positions within the District.

Requests for reimbursement of tuition costs must be approved in advance by the Employee Tuition Reimbursement Committee. In addition, applicants shall submit a description of the course(s) content and its applicability to an approved program of studies leading to a California teaching credential. Tuition for upper-division classes shall be limited to the amount charged by the California State University System.

Tuition for lower-division classes shall be limited to the amount charged by the Community College District. Reimbursement shall not be made in increments of less than fifteen dollars (\$15) per application. The tuition reimbursement is paid after satisfactory completion of the course(s) with a grade of "C" or better and verification of grade(s) and costs.

An ongoing committee, consisting of three (3) members appointed by the Association, three (3) members appointed by the District and chaired by the District's chief Human Resources officer or designee, shall evaluate each application based upon the relevancy of the course(s) to obtaining a California teaching credential. The decision of the committee shall be final and binding, and shall not be subject to the grievance procedure set forth in Article XVIII.

Unit member-initiated education or training shall not be considered as time actually worked and normally shall not occur during regular work hours.

After obtaining a California teaching credential, unit members participating in this "Teacher Development Program" shall submit to the District an application for employment as a teacher. If offered a teaching contract, the unit member shall accept the employment offer. Failure to enter into a teaching contract shall result in a payroll deduction of all tuition reimbursement under this program. Other methods for repayment of tuition reimbursement may be mutually agreed upon by the District and the unit member.

**Section 11--Joint Study Committee.**

During the term of this Agreement, the Association and/or the District shall have the right to call for the creation of a JOINT STUDY COMMITTEE to make recommendations regarding the feasibility of a career ladder compensation plan for unit members.

**ARTICLE XVI – SAFETY**

**Section 1--General. (TA 3-21-14)**

The District shall provide a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees.

**Section 2--Cal-OSHA. (TA 3-21-14)**

The District shall comply with the provisions of California State Occupational Safety and Health Act regulations contained within the general industry and, where applicable, construction industry standards.

**Section 3--Rights and Duties of Unit Members. (TA 3-21-14)**

It is the responsibility of all unit members to be alert in observing unsafe conditions, and to report such un-remedied conditions in writing on the appropriate District form (RM9) to their immediate supervisor and/or site administrator. This form shall be made available at each work site, in the Safety office and on the District website.

- A. If no response or corrective action is taken by the supervisor and/or site administrator within ten (10) working days after the unsafe condition is reported, the unit member may file a written complaint directly with the District Safety Officer. If not satisfied with the response of the District Safety Officer, the unit member may request to be placed on the agenda of the next District Safety Committee meeting to present the safety complaint. The decision of the District Safety Committee shall be final.
1. The ten (10) working days set forth above may be waived in the event of an emergency in which the unit member is in imminent danger of bodily harm.
  2. In such an emergency, the unit member may refuse to perform a duty considered to be placing the unit member in imminent danger of serious injury until there is a determination by the District Safety Officer.
  3. An update of significant or serious safety issues that have affected the District shall be reported at the next regularly scheduled safety meeting.

**Section 4--Association Safety Representative.**

The Association shall have two (2) representatives on the Safety Committee, to be appointed by the Association. The Association Safety Representatives shall serve on the District Safety Committee and shall have the same rights and responsibilities as any other committee member.

- A. The Association Safety Representatives shall be provided release time to attend meetings of the District Safety Committee and when meeting or conducting inspections with the District Safety Officer.
- B. District Safety Committee meetings shall be scheduled monthly. Inspections may be substituted for regularly scheduled Safety Committee meetings.

Association Representatives shall be invited to participate in inspections, as scheduled. The District Safety Officer, with input from the Safety Committee members may add or cancel a meeting depending on the needs of the District.

**Section 5--Violations.**

With the exception of Section 4, violations of this Article shall not be subject to the grievance procedure set forth in this Agreement, except where no other administrative remedy exists. Violations of Section 4 shall only be subject to the grievance procedure when the grievance is filed by the Association.

**Section 6--Unit Members Rights.**

No unit member shall suffer retaliation /recrimination for reporting any safety and/or health violation(s) under this article.

The unit member shall use existing District procedures to address allegations of retaliation/recrimination.

**ARTICLE XVII - LAYOFF AND REEMPLOYMENT**

**Section 1--Layoff.**

The District reserves, retains, and is vested with the sole and exclusive right to lay off unit members for any reason allowed by law. In the exercise of this exclusive right, the District makes the sole determination as to the specific positions to be eliminated.

The Association has retained the right to negotiate the effects of layoff and the decision and effects of any proposed reductions in work hours/assignments on unit members.

**Section 2--Notice.**

All unit members are entitled to notice of layoff/reduction by April 29th if it is to be effective July 1st. In the event the layoff is to be effective prior to July 1st unit members shall be entitled to a sixty (60) day notice of layoff/reduction.

In all cases unit members shall be informed of their right under this article and copies of said notices shall be sent to the Association.

**Section 3--Seniority for Layoff Purposes.**

- A. For purposes of this Article XVII, seniority is established by the unit member's date of hire in the class and higher classes as a regular classified employee of the District. Except for reinstatement within thirty-nine (39) months, a break in employment and subsequent reemployment shall create a new hire date. In cases where unit members have equal seniority, the issue shall be resolved by casting of lots.
- B. Prior to issuance of notices of layoff, a seniority list for each class of positions affected shall be prepared by the District. Copies of the seniority lists shall be sent to the Association and shall be made available for public review.

**Section 4--Layoff Procedures.**

Layoff shall be made in inverse order of seniority in the class in which the layoff occurs. Layoff within a class will be determined by length of service in the class and higher classes. The unit member who has been employed the shortest time within the class, and higher classes, shall be considered to have the least seniority, and therefore shall be laid off first. Re-employment shall be in the reverse order of layoff. No regular unit member shall be laid off from any position while an employee serving under a substitute, provisional, emergency, or limited-term appointment is retained in a position in the same class, unless the regular unit member declines assignment to the temporary position.

**Section 5--Bumping Rights.**

A unit member laid off from his or her present class may bump into an equal or the next lowest class in which the unit member had prior standing as an employee.

- A. Unit members may not bump into a lower class if a vacant position in the unit member's present class exists.

When a unit member exercises bumping rights under this Section 5, he/she shall bump the unit member with the least seniority assigned to like hours and like months within a classification. When there are no unit members assigned to like months to be bumped, the unit member shall

bump the least senior unit member of like hours, regardless of the number of months assigned; i.e., a ten (10) month unit member could bump a less senior twelve (12) month unit member, and a twelve (12) month unit member could bump a less senior ten (10) month unit member.

**Section 6--Transfer.**

The District shall transfer a qualified unit member subject to layoff to a vacant position at an equal or lower salary level with the agreement of the unit member.

Such transfers made in order to avoid layoff shall supersede the provisions of Article XIII. If the transfer is to a lower-paying class, it shall be considered as a voluntary demotion. The District shall determine qualifications for purposes of this Section.

**Section 7--Reduction of Hours.**

The District reserves the right to offer unit members the opportunity to reduce hours in lieu of layoff. Any such reduction of hours shall be voluntary on the part of the unit member. Such reduction in hours, if any, shall be considered a layoff for purposes of reemployment rights.

**Section 8—Reemployment.**

- A. Unit members who have been laid off shall be placed on a reemployment list for the class from which they are being laid off. Placement on the reemployment list shall be in order of seniority. A reemployment list shall remain in force for a period of thirty-nine (39) months. Persons on such a list shall be reemployed in preference to new applicants.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned shall be granted the same rights as persons laid off, and shall retain eligibility to be considered for re-employment for an additional period of up to twenty-four (24) months, provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

- B. Any unit member who is laid off and is subsequently eligible for reemployment shall be first notified by telephone of an opening. If the unit member cannot be notified by telephone, the unit member shall be notified of an opening in writing by the District. Such notice shall be sent by certified mail to the last address given the District by the unit member and a copy shall be sent to CSEA by the District, which shall acquit the District of its notification responsibility.
- C. A unit member shall mail, or otherwise notify, the District of his/her intent to accept or reject re-employment within five (5) working days following receipt of the reemployment offer notice. If the unit member accepts reemployment, the unit member must report to

work in accordance with the District's offer, but in no event may the unit member be required to report earlier than fifteen (15) working days following receipt of the reemployment notice. A unit member who refuses such reemployment offer thereby forfeits all re-employment rights, and the unit member's name shall be removed from the reemployment list.

## **ARTICLE XIX – CLASSIFICATION**

### **Section 1--Authority of District.**

It is the sole and exclusive right and responsibility of the District to determine the job content, qualifications, duties, and standards of each position within the unit at the inception of a new classification. In the exercise of this exclusive right, the District will assign all positions to a classification. After the initial establishment of any classification, any modification of the job content, duties, and standards of each classification shall be negotiated between the District and the Association.

### **Section 2--New Classifications.**

If, during the term of this Agreement, a new classification within the unit is created, the District will give notice to the Association and propose a salary range. If the Association does not agree with the proposed salary range, it must request to meet and negotiate on the salary recommendation within ten (10) days of receipt of the notice. If unable to reach an agreement on a salary range, the issue will be submitted to impasse as provided by law.

### **Section 3--Working Out of Classification.**

The District may require unit members to temporarily work out of classification. When assigned to work out of classification in excess of five (5) working days in a fifteen (15) calendar-day period, the unit member's pay shall be advanced to the first (1<sup>st</sup>) step on the salary range for the higher classification which assures a minimum of a one (1) range increase (approximately 4%). Such increase in pay shall be for the entire period the unit member is assigned to work out of classification.

### **Section 4--Vacant Positions.**

A unit member shall not be assigned to temporarily work out of classification in a vacant position for more than one hundred and twenty (120) days.

### **Section 5--Working Out of Classification in a Management Position.**

The District may request unit members to temporarily work out of classification in a management position. When a unit member agrees to work out of classification (in a

management position) in excess of five (5) working days in a fifteen (15) calendar-day period, the unit member's pay shall be advanced by three (3) ranges. Such increase in pay shall be for the entire period the unit member is assigned to work out of classification. During the period in which the unit member works out of classification in a management position, all terms of this Agreement shall apply to the unit member.

## **ARTICLE XX - DRUG AND ALCOHOL USE**

### **Section 1--Purpose.**

The purpose of this Article is to eliminate substance abuse and its effects in the work place. While unit members have certain rights to privacy, involvement with drugs and alcohol can take its toll on job performance and employee safety. Unit members must be in a condition to perform their duties safely and efficiently, in the interest of students, fellow workers, and the public as well as themselves. The presence of drugs and alcohol on the job and the influence of these substances on employees during working hours are inconsistent with this objective.

### **Section 2--Employee Assistance Program.**

The District shall provide an Employee Assistance Program (EAP). Unit members who think they have an alcohol- or drug-usage problem are urged to voluntarily seek confidential counseling through the EAP.

### **Section 3--Prohibited Acts.**

Unit members shall not be under the influence of or in possession of alcohol or drugs while on District property, at work locations, or while on duty or subject to be called to duty. Unit members shall not use such substances while they are subject to District duty, sell or provide drugs or alcohol to any other employee or to any person while such employee is on duty or subject to being called to duty, nor have their ability to work impaired as a result of the use of alcohol or drugs.

### **Section 4--Testing.**

When there is a reasonable suspicion that an unit member might be using alcohol or drugs, that unit member may be required to submit to physical or psychological examination and/or urine, blood, breath and/or other designated medical or chemical tests for evidence of drug and/or alcohol use.

The cost of the tests shall be paid by the District. A chain of custody shall be maintained on each test sample. Urine samples shall be preserved for up to two (2) years. If the unit member's urine specimen tests positive for drugs, a second test shall be conducted using the Gas-Chromatography-Mass Spectrophotometry (GC-MS) method.

The laboratory selected to conduct the testing must meet or exceed the following professional standards:

- A. A forensic laboratory accredited by the College of American Pathologists.
- B. Adhere to the College of American Pathologists' guidelines.
- C. Membership in the California Association of Toxicologists
- D. Participate in a voluntary proficiency screening of the California Association of Toxicologists.
- E. Have written procedures regarding equipment maintenance and toxicology testing.
- F. Maintain a maintenance log on all toxicology testing equipment.
- G. Make available a record of all laboratory employees and their qualifications.

Refusal to submit to the testing when reasonable suspicion exists shall constitute insubordination, which is cause for dismissal.

**Section 5--Reasonable Suspicion.**

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor or manager to suspect that a unit member is under the influence of drugs or alcohol so that the unit member's ability to perform the functions of the job is impaired or so that the unit member's ability to perform his/her job safely is reduced.

For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- A. Slurred speech
- B. Alcohol odor on breath
- C. Unsteady walking and movement
- D. An accident involving District property
- E. Serious accident causing injury
- F. Physical altercation
- G. Verbal altercation
- H. Unusual behavior
- I. Possession of alcohol or drugs
- J. Information obtained from a reliable person with personal knowledge
- K. Failure to pass field sobriety test administered in private by law enforcement personnel.

Anonymous information shall not constitute the sole basis for reasonable suspicion.

**Section 6--Discipline.**

A positive result from a drug and/or alcohol analysis may result in a disciplinary action, up to and including dismissal.

**Section 7--Rehabilitation.**

Depending upon the circumstances, and provided that the unit member has consented in writing to the testing, the District, in its sole discretion, may offer the unit member an opportunity to enter into a rehabilitation agreement prior to taking disciplinary action. Unit members entering a rehabilitation program in lieu of discipline shall be required to submit to random testing for up to one (1) year after completion of the program. Violation of the rehabilitation agreement shall be cause for disciplinary action, up to and including dismissal.

While receiving medical treatment for alcohol or drug abuse, the unit member shall be eligible to apply for sick leave and long-term sick leave benefits as provided for in Article XIV.

**ARTICLE XXII- EFFECT OF AGREEMENT**

**Section 1--Complete Understanding.**

The Association and the District acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether referred to or not in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement.

**Section 2--Classified Personnel Rules and Regulations.**

All current and future rules and regulations adopted by the Personnel Commission within the scope of meeting and negotiating shall not be applicable to unit members covered by this Agreement.

**Section 3--Termination of the Merit System.**

If, during the term of this Agreement, the Personnel Commission is abolished, the District agrees to meet and negotiate with the Association on matters within the scope of representation that have been governed by Personnel Rules and Regulations adopted by the Personnel Commission.

**Section 4--Contract Waivers.**

Specific provisions of this Agreement may be waived by written agreement of the Association and the District. Contract waivers shall not be deemed as a precedent, and shall not, under any circumstances, be used as a basis for extending the same consideration to other unit members.

## **ARTICLE XXIV - TERM OF AGREEMENT**

### **Section 1--Duration.**

Three (3) year agreement effective April 1, 2013 through March 31, 2016 with reopeners in the 2014-2015 and 2015-2016 for Wages, Benefits. Each party may reopen two (2) additional articles of the agreement for 2014-2015 and 2015-2016.

No sooner than April 1 and no later than July 1, 2014, either Party may submit an initial proposal for renegotiation of wages as set forth in Section 1 of Article VI, and Benefits as set forth in Article VII. In addition, the Association and the District each may submit two (2) additional Articles of this Agreement for renegotiation along with the wages for the annual salary and benefits renegotiations. The renegotiations shall promptly begin no later than twenty (20) business days after receipt of the request for renegotiations.

### **Successor Negotiations.**

No sooner than January 1 and no later than March 1, preceding expiration of this Agreement, the Association shall present its initial proposals. No later than April 1, or a date to be determined by the Parties the Association and the District shall commence meeting and negotiating for a successor Agreement. Any agreement reached between the Parties shall, be reduced to writing and, if ratified by the Association and adopted by the Board of Trustees, signed by both Parties.

### **Section 4--Amendment.**

This Agreement shall not be opened during the term of this Agreement except by specific reference in this Agreement or by specific written mutual consent of the Parties.

President Gallo opened the Public Hearing and asked if anyone wished to comment. Hearing no response, Mr. Gallo closed the Public Hearing.

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

BE IT RESOLVED that the Board of Education accepts the amendment to the Agreement between the California School Employees Association (CSEA) and the San Bernardino City Unified School District.

BE IT FURTHER RESOLVED that the Board of Education adopts the amendment to the Agreement between the California School Employees Association (CSEA) and the San Bernardino City Unified School District.

3.12 - Acknowledge Receipt of Initial Contract Proposal From Communications Workers of America (CWA)

Section 3547 of the Government Code requires that all initial proposals of exclusive representatives must be presented at a public meeting of the public school employer. At that meeting, any interested parties shall have the opportunity to comment on the proposal.

On April 25, 2014, Human Resources received the initial proposal from CWA, as follows:

The Communications Workers of America (CWA) would like to begin negotiations on the following Articles of the contract between CWA and the San Bernardino City Unified School District.

**ARTICLE IV – UNION RIGHTS**  
**ARTICLE X – WAGES**

President Gallo opened the Public Hearing and asked if anyone wished to comment. Hearing no response, Mr. Gallo closed the Public Hearing.

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

BE IT RESOLVED that the Board of Education acknowledges receipt of the initial contract proposal from the Communications Workers of America to the District.

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

On June 3, 2014, the California School Employees Association (CSEA) 610 Policy review was completed.

**SAN BERNARDINO UNIFIED SCHOOL DISTRICT**  
**AND**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its,**  
**SAN BERNARDINO CHAPTER 183**

**TENTATIVE AGREEMENT**

**TERMS AND CONDITIONS:** The San Bernardino Unified School District (hereinafter, “District”) and the California School Employees Association and its chapter San Bernardino Chapter 183 (hereinafter, “Association.”), agree as follows:

1. The District and Association met to negotiate the attached twenty (20) 2014-15 Classified Work Year Calendars.
2. Any new Classified Work Year Calendars, other than the attached, shall be negotiated with CSEA.
3. Unit members' work year shall be defined by the number of actual work days + holidays (i.e., 180 work day/part-time or 194 work day/full-time).
4. Unit members at the Middle College will observe Lincoln's Birthday on Friday, February 6, 2015.
5. Article IX – Hours, Section 14 will be modified, as follows:

**Section 15 -- Classified Work Year Calendar**

9 Month/PT	180 work days + holidays or 190 work days + holidays
9 Month/FT	194 work days + holidays
10 Month/ PT	197 work days + holidays
10 Month/FT	211 work days + holidays
11 Month/FT and PT	Will be 22 work days less than a 12 Month calendar for the given year + holidays (may range from 225-227)
12 Month/FT and PT	Will correspond to the total possible number of work days for the given year + holidays (may range from 247-249 work days)

6. The District and Association agree that the 190 work day calendar is temporary and will be renegotiated for the 2015-16 school year.
7. The District and Association shall form a Classified Work Year Calendar committee by October 1, 2014. The committee shall be composed of no more than eight (8) CSEA unit members appointed by the CSEA President (or designee), and no more than eight (8) District representatives appointed by the District. The committee shall study and review traditional work calendars with input from CSEA members and the District. The committee shall make final recommendations to the respective negotiations teams by February 1, 2015.

It is agreed and understood that this agreement is subject to all approvals required under the CSEA Policy 610 and may be subject to ratification by the members of San Bernardino, Chapter 183, as well as the San Bernardino City Unified School District Governing Board approvals.

Dated this 16<sup>th</sup> of May, 2014

Board of Education Minutes  
June 3, 2014



Pre-School (PT)  
180 Work Days + Holidays

July-2014				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

0 Work Days

August-2014				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20 Work Days

September-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

21 Work Days

October-2014				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23 Work Days

November-2014				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

16 Work Days

December-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

15 Work Days

January-2015				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

14 Work Days

February-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

18 Work Days

March-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

12 Work Days

April-2015				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

22 Work Days

May-2015				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

19 Work Days

June-2015				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

0 Work Days

180	Total Work Days
12	Holidays
192	Total # Paid (Work Days + Holidays)

Board of Education Minutes  
June 3, 2014



Traditional (PT)  
180 Work Days + Holidays

July-2014				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

1 Work Days

August-2014				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

21 Work Days

September-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

21 Work Days

October-2014				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23 Work Days

November-2014				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

13 Work Days

December-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

15 Work Days

January-2015				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

14 Work Days

February-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

18 Work Days

March-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

12 Work Days

April-2015				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

22 Work Days

May-2015				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20 Work Days

June-2015				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

0 Work Days

180	Total Work Days
12	Holidays
192	Total # Paid (Work Days + Holidays)

Board of Education Minutes  
June 3, 2014



July-2014				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

4 Work Days

August-2014				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

21 Work Days

September-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

21 Work Days

October-2014				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23 Work Days

November-2014				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

13 Work Days

December-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

15 Work Days

January-2015				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

16 Work Days

February-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

18 Work Days

March-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

12 Work Days

April-2015				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

22 Work Days

May-2015				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

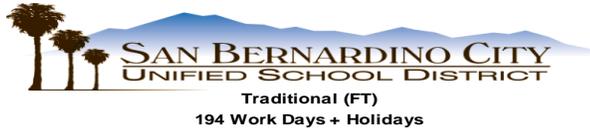
20 Work Days

June-2015				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

5 Work Days

190	Total Work Days
12	Holidays
202	Total # Paid (Work Days + Holidays)

Board of Education Minutes  
 June 3, 2014



July-2014				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

3 Work Days

August-2014				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

21 Work Days

September-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

21 Work Days

October-2014				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23 Work Days

November-2014				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

13 Work Days

December-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

15 Work Days

January-2015				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

19 Work Days

February-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

18 Work Days

March-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

12 Work Days

April-2015				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

22 Work Days

May-2015				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20 Work Days

June-2015				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

7 Work Days

194	Total Work Days
12	Holidays
206	Total # Paid (Work Days + Holidays)

Board of Education Minutes  
June 3, 2014



Traditional (PT)  
197 Work Days + Holidays

July-2014				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

8 Work Days

August-2014				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

21 Work Days

September-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

21 Work Days

October-2014				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23 Work Days

November-2014				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

13 Work Days

December-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

15 Work Days

January-2015				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

19 Work Days

February-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

18 Work Days

March-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

12 Work Days

April-2015				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

22 Work Days

May-2015				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20 Work Days

June-2015				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

5 Work Days

197	Total Work Days
12	Holidays
209	Total # Paid (Work Days + Holidays)



Board of Education Minutes  
June 3, 2014



Traditional (PT/FT)  
226 Work Days + Holidays

July-2014				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

17 Work Days

August-2014				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

21 Work Days

September-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

21 Work Days

October-2014				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23 Work Days

November-2014				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

13 Work Days

December-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

15 Work Days

January-2015				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

19 Work Days

February-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

18 Work Days

March-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

17 Work Days

April-2015				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

22 Work Days

May-2015				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20 Work Days

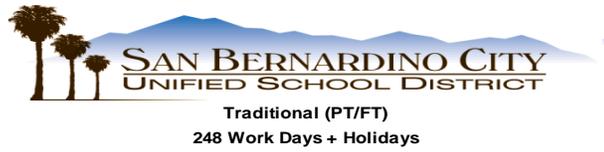
June-2015				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

20 Work Days

226	Total Work Days
12	Holidays
238	Total # Paid (Work Days + Holidays)

Non Work Days

Board of Education Minutes  
June 3, 2014



July-2014				
M	T	W	T	F
		1	2	3
				4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

22 Work Days

August-2014				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

21 Work Days

September-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

21 Work Days

October-2014				
M	T	W	T	F
			1	2
				3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23 Work Days

November-2014				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

17 Work Days

December-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

20 Work Days

January-2015				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

20 Work Days

February-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

18 Work Days

March-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

22 Work Days

April-2015				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

22 Work Days

May-2015				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20 Work Days

June-2015				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

22 Work Days

248	Total Work Days
13	Holidays
261	Total # Paid (Work Days + Holidays)

Board of Education Minutes  
June 3, 2014



Middle College (PT)  
180 Work Days + Holidays

July-2014				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

0 Work Days

August-2014				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

15 Work Days

September-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

21 Work Days

October-2014				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23 Work Days

November-2014				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

17 Work Days

December-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

12 Work Days

January-2015				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

19 Work Days

February-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

18 Work Days

March-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

17 Work Days

April-2015				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

22 Work Days

May-2015				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

16 Work Days

June-2015				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

0 Work Days

180	Total Work Days
12	Holidays
192	Total # Paid (Work Days + Holidays)

Board of Education Minutes  
 June 3, 2014



Middle College (FT)  
 194 Work Days + Holidays

July-2014				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

4 Work Days

August-2014				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

21 Work Days

September-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

21 Work Days

October-2014				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23 Work Days

November-2014				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

17 Work Days

December-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

12 Work Days

January-2015				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

19 Work Days

February-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

18 Work Days

March-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

17 Work Days

April-2015				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

22 Work Days

May-2015				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20 Work Days

June-2015				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

0 Work Days

194	Total Work Days
12	Holidays
206	Total # Paid (Work Days + Holidays)

Board of Education Minutes  
June 3, 2014



Middle College (PT)  
197 Work Days + Holidays

July-2014				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

4 Work Days

August-2014				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

21 Work Days

September-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

21 Work Days

October-2014				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23 Work Days

November-2014				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

17 Work Days

December-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

15 Work Days

January-2015				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

19 Work Days

February-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

18 Work Days

March-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

17 Work Days

April-2015				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

22 Work Days

May-2015				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20 Work Days

June-2015				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

0 Work Days

197	Total Work Days
12	Holidays
209	Total # Paid (Work Days + Holidays)

Board of Education Minutes  
 June 3, 2014



Middle College (FT)  
 211 Work Days + Holidays

July-2014				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

14 Work Days

August-2014				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

21 Work Days

September-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

21 Work Days

October-2014				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23 Work Days

November-2014				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

17 Work Days

December-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

15 Work Days

January-2015				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

19 Work Days

February-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

18 Work Days

March-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

17 Work Days

April-2015				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

22 Work Days

May-2015				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20 Work Days

June-2015				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

4 Work Days

211	Total Work Days
12	Holidays
223	Total # Paid (Work Days + Holidays)

Board of Education Minutes  
June 3, 2014



Middle College (PT/FT)  
226 Work Days + Holidays

July-2014				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

14 Work Days

August-2014				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

21 Work Days

September-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

21 Work Days

October-2014				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23 Work Days

November-2014				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

17 Work Days

December-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

15 Work Days

January-2015				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

19 Work Days

February-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

18 Work Days

March-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

17 Work Days

April-2015				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

22 Work Days

May-2015				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

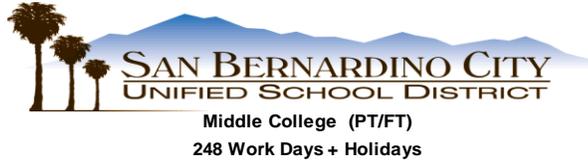
20 Work Days

June-2015				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

19 Work Days

226	Total Work Days
12	Holidays
238	Total # Paid (Work Days + Holidays)

Board of Education Minutes  
 June 3, 2014



July-2014				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

22 Work Days

August-2014				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

21 Work Days

September-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

21 Work Days

October-2014				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23 Work Days

November-2014				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

17 Work Days

December-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

20 Work Days

January-2015				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

20 Work Days

February-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

18 Work Days

March-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

22 Work Days

April-2015				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

22 Work Days

May-2015				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20 Work Days

June-2015				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

22 Work Days

248	Total Work Days
13	Holidays
261	Total # Paid (Work Days + Holidays)

Board of Education Minutes  
June 3, 2014



Adult School (PT)  
180 Work Days + Holidays

July-2014				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

0 Work Days

August-2014				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

12 Work Days

September-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

21 Work Days

October-2014				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23 Work Days

November-2014				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

13 Work Days

December-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

15 Work Days

January-2015				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

19 Work Days

February-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

18 Work Days

March-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

17 Work Days

April-2015				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

22 Work Days

May-2015				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20 Work Days

June-2015				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

0 Work Days

180	Total Work Days
12	Holidays
192	Total # Paid (Work Days + Holidays)

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Adult School (FT)  
194 Work Days + Holidays

July-2014				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

0 Work Days

August-2014				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

21 Work Days

September-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

21 Work Days

October-2014				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23 Work Days

November-2014				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

13 Work Days

December-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

15 Work Days

January-2015				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

19 Work Days

February-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

18 Work Days

March-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

17 Work Days

April-2015				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

22 Work Days

May-2015				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20 Work Days

June-2015				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

5 Work Days

194	Total Work Days
12	Holidays
206	Total # Paid (Work Days + Holidays)

Board of Education Minutes  
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Adult School (PT)  
197 Work Days + Holidays

July-2014				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

3 Work Days

August-2014				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

21 Work Days

September-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

21 Work Days

October-2014				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23 Work Days

November-2014				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

13 Work Days

December-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

15 Work Days

January-2015				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

19 Work Days

February-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

18 Work Days

March-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

17 Work Days

April-2015				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

22 Work Days

May-2015				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20 Work Days

June-2015				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

5 Work Days

197	Total Work Days
12	Holidays
209	Total # Paid (Work Days + Holidays)

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Adult School (FT)  
211 Work Days + Holidays

July-2014				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

17 Work Days

August-2014				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

21 Work Days

September-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

21 Work Days

October-2014				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23 Work Days

November-2014				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

13 Work Days

December-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

15 Work Days

January-2015				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

19 Work Days

February-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

18 Work Days

March-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

17 Work Days

April-2015				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

22 Work Days

May-2015				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20 Work Days

June-2015				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

5 Work Days

- 211 Total Work Days
- 12 Holidays
- 223 Total # Paid (Work Days + Holidays)

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Adult School (PT/FT)  
226 Work Days + Holidays

July-2014				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

17 Work Days

August-2014				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

21 Work Days

September-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

21 Work Days

October-2014				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23 Work Days

November-2014				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

13 Work Days

December-2014				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

15 Work Days

January-2015				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

19 Work Days

February-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

18 Work Days

March-2015				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

17 Work Days

April-2015				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

22 Work Days

May-2015				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20 Work Days

June-2015				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

20 Work Days

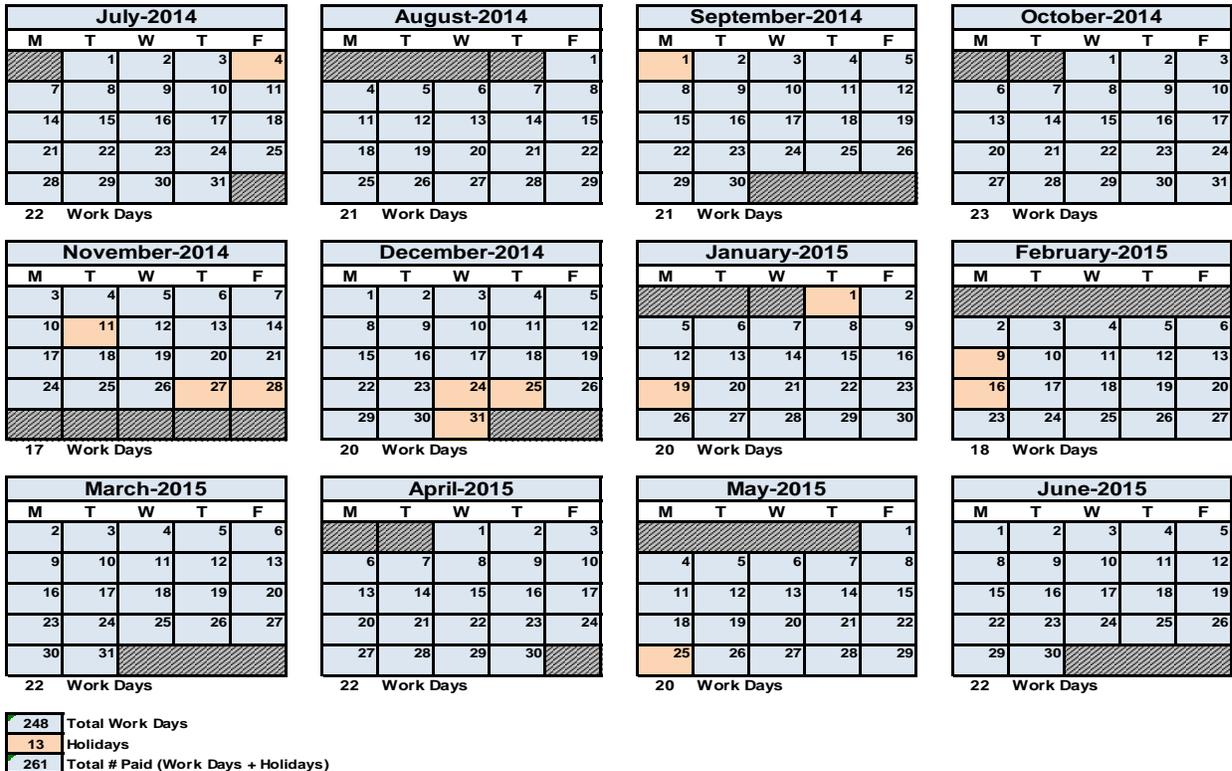
226	Total Work Days
12	Holidays
238	Total # Paid (Work Days + Holidays)

Non Work Days

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Adult School (PT/FT)  
248 Work Days + Holidays



20

President Gallo opened the Public Hearing and asked if anyone wished to comment. Barbara Flores asked if the calendars were voted on by all members. Perry Wiseman stated that they will go through the process next week. Margaret Hill expressed her concern about the Adult School graduation scheduled for May 28. Dr. Wiseman stated that CSEA and the District considered all calendars. Hearing no further response, Mr. Gallo closed the Public Hearing.

Upon motion by Member Flores, seconded by Member Perong, and approved by the affirmative vote of Members Flores, Gallo, Hill, Medina, Perong, and Savage (Noes: None; Absent for Vote: Tillman), 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.

President Gallo moved Session Six forward on the agenda.

## **SESSION SIX – Public Comment**

### **6.0 - Public Comment**

Carrie Fitzsimmons, Little Mountain Elementary School teacher, stated that she was shocked to learn that their school has been renamed the W. R. “Bob” Holcomb Elementary School. She was hurt that teachers and parents weren’t allowed to give comments first. They plan to become an International Baccalaureate school and asked the Board to provide the resources to them. Dale Marsden thanked Ms. Fitzsimmons for her comments and stated that the Board’s intent wasn’t to surprise them. Lynda Savage stated that it is a wonderful name with a lot of history. Mrs. Savage apologized that it didn’t happen three years ago. Barbara Flores commended her for their collective efforts to create an IB school. Bobbie Perong stated that Bob Holcomb supported education and she thought it was a nice fit. Margaret Hill asked them to let the Board support their efforts to get new t-shirts. Harold Vollkommer reported that staff met to identify resources to look at qualifying to be an IB school.

Carl Greenwood thanked the Board and staff for their hard work. He is able to get straight answers. He believes the calendars are okay. They are moving in the right direction and trust the Board and Superintendent.

Sandra Valdez, 23-year employee, stated that her position is being abolished. She has volunteered for the District on several projects. She attended LCAP meetings and the duties identified align with her job duties. Barbara Flores stated that she won’t support this. Michael Gallo stated that no person is going to lose a position.

Elizabeth Gonzales, four-year District employee, stated that she was told in March that her position at Cajon High School will be abolished. Students need this position.

Martin Valdez, brother-in law of Sandra Valdez, stated that in the 1960's there were walkouts due to the lack of connection between students and administrators. These positions helped connect the students. Mr. Valdez asked the Board to reconsider this. Mr. Valdez stated that San Bernardino High School will have its 100-year anniversary next year and asked the District to recognize the school.

Dale Marsden reported that Harold Vollkommer and John Peukert met with the CEO of Omnitrans, who invited a committee of Board members to tour the facilities. Michael Gallo, Bobbie Perong, and Danny Tillman volunteered.

Ericka Flores, community organizer, stated that there are 80,000 gallons of highly combustible gas stored at Omnitrans. Ms. Flores stated that Omnitrans is paying \$40,000 for a consultant, but they should invest in moving the tanks instead. Ms. Flores asked what the next steps are. Dr. Marsden stated that someone from his office will call her tomorrow.

Susana Negrete, parent of an Arroyo Valley High School student, stated that she lives near Omnitrans. This isn't fair and she needs the District's support. They have a meeting with Omnitrans on Wednesday at 8 a.m.

Isabel Meza asked the District to not abolish the family support worker position at Pacific High School. They need bilingual staff.

Abe Flory asked the Board to delay or change the action on page 45 of the Personnel Report to report his resignation effective March 18, 2014, and retroactively return him to the Personnel Commission Director position.

Elsa Valdez asked the Board to consider building a new high school because Cajon High School was not designed for 3,200 students. Dr. Valdez expressed her concern with students in the summer school PE class having to do 15 laps in the afternoon heat while the gym and pool are being worked on.

Lisa Towery, CSEA Labor Rep, stated that principals are given staff allotments and suggested that the District study how other districts do this to avoid giving principals autonomy.

Esmeralda Negrete stated that someone released her son to a person not listed as an emergency contact. Ms. Negrete stated that the principal at Kimbark Elementary School abused her authority to get a copy of her driver's license and filed a false School Police report.

Isreal Orozco asked the District to increase the hours of the School Outreach Worker at Cajon High School instead of abolishing the position.

Megan Moore, ceramics teacher at Pacific High School, stated that the Community Outreach Worker works very hard. Ms. Moore asked what the District is going to do to support her without this position. Dr. Marsden asked her to leave her contact information with his assistant.

## **SESSION FOUR – Student Achievement**

### **4.0 - Student Achievement**

#### **4.1 - Task Force for African American Student Achievement – Final Report and Recommendations**

Kennon Mitchell stated that about five months ago, the District asked Congregations Organized for Prophetic Engagement (COPE) to convene a task force to conduct a deep analysis of the challenges of African American students.

Reverend Sam Casey, Executive Director of COPE, and his staff presented an overview of the Final Report and Recommendations from the Task Force for African American Student

Achievement on behalf of the African American Education Collaborative (AAEC). The AAEC is comprised of the following groups: Black Voice Foundation, Boys and Girls Club of San Bernardino, BLU Educational Foundation, Congregations Organized for Prophetic Engagement, Inland Empire Concerned African American Churches, National Association for the Advancement of Colored People of San Bernardino, Youth Action Project, Young Visionaries, Young Women's Empowerment Foundation, and Westside Action Group (see page 120.2).

Gordon Amerson, co-lead, stated that the study of academic outcomes is able to be replicated for all schools. Jessica Garcia, parent of two students at Cypress Elementary School, stated that she felt empowered after serving on a study team. This will strengthen the communication between home and school. Linda Bardere, participant on the study of parent engagement team, stated that they had common goals. Walter Hawkins discussed the task force's goals. Felicia Jones outlined the process. Lori Caruthers-Collins and Ms. Jones presented their recommendations. Joseph Williams and Dina Walker thanked the District for their continuing collaboration. Reverend Casey shared their next steps.

Dr. Mitchell stated that they learned a lot through this process. Bobbie Perong stated that we know the problems, but never had the direction to solve them. Margaret Hill stated that this is the best she has felt about this since 2005, when they developed the TIIP policy. She will share this with her sorority. We have to respect all of our students. Abigail Medina stated that we have to do this and give some extra funds. Lynda Savage stated that she was impressed with the report. Barbara Flores commended the task force and stated the report was very professional and comprehensive. Michael Gallo stated that he is proud of the collaboration we have established.

Matty Zamora stated that it was a pleasure to meet with all of them to do the work for our students. This can be replicated in any setting. They have our commitment to make this happen. Dale Marsden stated that he will ask staff to work with them for three days. This is the most meaningful research he has seen.

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

### **5.0 - Reports and Comments**

#### **5.1 - Report by San Bernardino Teachers Association**

No report was given.

#### **5.2 - Report by California School Employees Association**

No report was given.

5.3 - Report by Communications Workers of America

No report was given.

5.4 - Report by San Bernardino School Police Officers Association

Alex Raya thanked the Board for adopting the MOU. They see this as a step in the right direction. Surrounding agencies make 20-30 percent more. Officer Raya invited Board and Cabinet members to the School Police Annual Picnic on July 12. Officer Raya reported that Officer Robert Arellano is being recognized at the Chamber Law Enforcement Dinner on June 5.

5.5 - Report by San Bernardino School Managers

No report was given.

5.6 - Comments by Board Members

Barbara Flores reported that she co-wrote a chapter in "U.S. Latinos and Education Policy."

Lynda Savage reported that she attended outstanding graduation ceremonies at Anderson School and Pacific and Middle College High Schools.

Margaret Hill reported she visited schools on Career Day, a Del Vallejo Middle School Parent meeting, the Paakuma Groundbreaking ceremony, Middle College High School graduation, the unveiling ceremony for the mural at E. Neal Roberts Elementary School, graduation ceremonies for Anderson School, Cajon High School, and the ESL program at Adult School, and the rededication ceremony of the Roy C. Hill Building.

Bobbie Perong congratulated all graduates. Mrs. Perong reported that she attended the ELL reclassification ceremony and career days at seven schools.

Abigail Medina reported she attended the graduation ceremony at San Geronio High School and her daughter was one of the graduates. Mrs. Medina asked if the District provides sexual harassment training for teachers and staff.

Michael Gallo reported that he met with the Career Pathway team.

5.7 - Comments by Superintendent and Staff Members

Dale Marsden reported that Barton Elementary School was selected to participate in the President's Arts Program and will receive \$100,000 a year for three years to promote the arts. Rashida Jones will mentor the students. First Lady Michelle Obama has invited the principal to attend the first talent show in the White House.

Dr. Marsden stated that the District applied for a Career Pathways Trust Grant, and one each with the Alliance for Education and Victor Valley Community College. Last Tuesday he attended an interview panel for the grants at the California Department of Education. Hector Murrieta stated that, if awarded, the grant will allow a consortium with Victor Valley to provide immersive conference classrooms, which would offer our students the opportunity to take classes remotely from Victor Valley.

Dr. Marsden announced that Michael Gallo and he attended a press conference when Ready Nation released the report “Fortifying the Inland Empire’s Talent Pipeline: Closing Our ‘Skills Gaps’ through Linked Learning” (see page 120.3).

5.8 - Book Study—*The Speed of Trust*, Behavior #6: Deliver Results

This item was postponed.

**SESSION SEVEN - Administrative Reports**

**7.0 - Administrative Reports**

**7.1 - Adoption of 2014-2015 Adult School Calendar**

The proposed 2014-2015 Adult School calendar has been prepared for adoption. The Adult School calendar is designed to allow students who qualify for financial support from local workforce investment boards, PAL Center, JobCorps, and CalWorks programs sufficient time for the July 2014 budgets to receive annual funding so that students can be sponsored in accordance with pertinent guidelines.

**San Bernardino City Unified School District  
SCHOOL CALENDAR  
2014-2015  
ADULT SCHOOL PROGRAM**

**FIRST DAY OF SCHOOL**

Classroom Teachers ..... August 13, 2014  
Students ..... August 18, 2014

**LAST DAY OF SCHOOL**

Classroom Teachers ..... May 29, 2015  
Students ..... May 28, 2015

**LEGAL HOLIDAYS**

September 1, 2014 ..... Labor Day  
November 10-11, 2014 ..... Veterans Day

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November 27, 2014.....	Thanksgiving Day
December 25, 2014 .....	Christmas Day
January 1, 2015 .....	New Year's Day
January 19, 2015 .....	Dr. Martin Luther King Day
February 9, 2015 .....	Lincoln Day
February 16, 2015 .....	Washington Day
May 25, 2015 .....	Memorial Day

**SCHOOL RECESS DATES**

November 24-28, 2014 .....	Thanksgiving Recess
December 19, 2014 through January 5, 2015 .....	Christmas/Winter Recess
March 16, 2015 through March 20, 2015 .....	Spring Recess

**TRIMESTERS**

Last Day of First Trimester.....	October 31, 2014
Last Day of Second Trimester .....	February 27, 2015
Last Day of Third Trimester .....	May 29, 2015

**SEMESTERS**

Last Day of First Semester.....	December 18, 2014
Last Day of Second Semester .....	May 29, 2015

**7.2 - Adoption of 2014-2015 Middle College High School Calendar**

The proposed 2014-2015 Middle College High School calendar has been prepared for adoption. The calendar is designed to coordinate the school calendar for Middle College High School students with the San Bernardino Valley College schedule of classes in order that participating students may take full advantage of this unique partnership.

**San Bernardino City Unified School District  
SCHOOL CALENDAR  
2014-2015  
MIDDLE COLLEGE HIGH SCHOOL PROGRAM**

**FIRST DAY OF SCHOOL**

Classroom Teachers .....	August 8, 2014
Students.....	August 12, 2014

**LAST DAY OF SCHOOL**

Classroom Teachers .....	May 22, 2014
Students.....	May 21, 2014

**LEGAL HOLIDAYS**

September 1, 2014 ..... Labor Day  
 November 11, 2014..... Veterans Day  
 November 27, 2014..... Thanksgiving Day  
 December 25, 2014 ..... Christmas Day  
 January 1, 2015 ..... New Year’s Day  
 January 19, 2015 ..... Dr. Martin Luther King Day  
 February 6, 2015 ..... Lincoln Day  
 February 17, 2015 ..... Washington Day

**SCHOOL RECESS DATES**

November 28, 2014.....Day after Thanksgiving  
 December 17, 2014 through  
 January 2, 2015 ..... Christmas/Winter Recess  
 March 16, 2015 through  
 March 20, 2015 ..... Spring Recess

**QUARTERS**

Last Day of First Quarter .....October 4, 2014  
 Last Day of Second Quarter/First Semester..... December 16, 2014  
 Last Day of Third Quarter..... March 13, 2015  
 Last Day of Fourth Quarter/Second Semester ..... May 20, 2015

**ADDITIONAL NON-WORK /STUDENT DAYS**

March 13, 2015  
 April 3, 2015

**ADDITIONAL TEACHER WORK DAY**

January 5, 2015

7.3 - Follow Up on Requests and Questions from Board and Community Members, as of May 28, 2014

	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
<b>BUSINESS SERVICES – MRS. KING</b>					
1	5/6/14	What formula was used to determine the percentage of supplemental and concentration funds for ELLs?	Dr. Flores	6/14	In progress
2	4/8/14	Can organizations that give multiple school presentations complete paperwork only once	Mrs. Perong	6/14	In progress

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	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
		per year?			
3	3/18/14	Consider adding a \$1-2 million line item to cover student fees for parents that decline to pay.	Mr. Tillman	6/14	In progress
4	2/18/14	Consider providing transportation funds for extracurricular activities during the budget development.	Mr. Tillman	6/14	In progress
5	2/18/14	Is it legal to charge parents for extracurricular activities fees/equipment?	Mr. Tillman	6/14	In progress
<b>COMMUNICATIONS – MRS. BARDERE</b>					
1	4/8/14	Invite CABA winning student, teacher, and principal to a Board meeting.	Dr. Flores	6/14	In progress
2	3/18/14	Promote our middle schools to parents.	Mrs. Savage	6/14	In progress
3	3/4/14	Is there a central number for parents to call for District information?	Mrs. Hill	6/14	In progress
<b>COMMUNITY PARTNERSHIP – MR. MURRIETA</b>					
1	5/6/14	Can obsolete books be made available at schools to families before sending them to the Warehouse?	Mrs. Perong	6/14	In progress
2	2/18/14	Organize field trips to take parents to visit colleges.	Mrs. Medina	6/14	In progress
<b>DEPUTY SUPERINTENDENT – DR. VOLLKOMMER</b>					
1	5/6/14	She is being bullied at her daughter's school.	Esmeralda Negrete	6/14	In progress
2	4/15/14	Require schools that hire consultants to complete an evaluation form so teachers could review recommendations or concerns.	Mrs. Perong	6/14	In progress
3	4/8/14	Establish a formal process for internships.	Mr. Tillman	6/14	In progress
4	3/18/14	Establish a structured,	Dr. Flores	6/14	In progress

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	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
		equitable athletic program.	Mr. Gallo Mrs. Savage		
5	2/18/14	Have Art Gallardo share his anti-bullying presentation at a Management Team meeting.	Mrs. Hill	6/14	In progress
6	1/21/14	Where are we with parent engagement?	Mrs. Perong	6/14	In progress
7	1/14/14	How far are we with the program evaluation process?	Mrs. Perong	6/14	In progress
8	12/3/13	Consider reading “Other People’s Children” or “Multiplication is for White People” for the next book study.	Dr. Flores	6/14	In progress
9	11/19/13	Get a legal opinion on what the School Board’s role will be with the revised CaSA.	Mr. Gallo	6/14	In progress
10	9/10/13	Develop a plan so students’ schedules aren’t changed after three weeks.	Elsa Valdez	6/14	In progress
11	8/20/13	Why aren’t foreign language classes offered at Richardson and Rodriguez?	Brenda Daniels	6/14	In progress
12	8/20/13 11/19/13 1/21/14	Revisit having an Enrollment Center. Establish a Parent Engagement Center, possibly in combination with the Enrollment Center	Dr. Flores Mrs. Hill Mrs. Medina	6/14	In progress
13	2/5/13 7/2/13	Consider installing video cameras in all classrooms.	Richelle Capozio Stephen Gianni	6/14	Staff will work with SBTA to examine possibilities.
<b>EDUCATIONAL SERVICES – DR. ZAMORA</b>					
1	5/6/14	Their son suffered an injustice at Arroyo Valley High School.	Mr. and Mrs. Sandoval	6/14	In progress
2	5/6/14	His son’s teacher gave him an assignment to research the Holocaust.	Eric Lord	5/14	Response provided to Board on 5/9/14. <b>Completed.</b>

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	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
3	5/6/14	Assign a person to monitor ELLs.	David Servant	6/14	In progress
4	5/6/14	Create a plan and intervention team to prevent students from becoming long-term ELLs.	David Servant	6/14	In progress
5	5/6/14	Match the 1% of Title I funds for parent engagement with LCFF funds.	David Servant	6/14	In progress
6	4/15/14	Provide line item details for subgroups in LCAP/CEP.	Dr. Flores Mrs. Medina	6/14	In progress
7	4/15/14	Budget money for extracurricular fees.	Mr. Tillman	6/14	In progress
8	4/15/14	Provide LCAP recommendations for 2016-17.	Board Consensus	6/14	In progress
9	4/15/14	Budget funds for programs we don't know about yet, e.g. STAR.	Mrs. Perong	6/14	In progress
10	4/15/14	Budget compulsory items first and then prioritize the rest through LCAP.	Mr. Gallo	6/14	In progress
11	4/15/14	Add a remarks column for rationale.	Mr. Gallo	5/14	Provided at 5/6/14 Workshop. <b>Completed.</b>
12	4/15/14	Cost out the LCAP input comments.	Mrs. Medina	5/14	Provided at 5/6/14 Workshop. <b>Completed.</b>
13	4/15/14	Is it possible to have access to Aeries in Spanish?	Stephen Gianni	6/14	In progress
14	4/15/14	What is the status of ELF's at schools?	Mrs. Perong	6/14	In progress
15	4/8/14	Show the two-year progression of benchmark testing for middle schools.	Mrs. Savage	6/14	In progress
16	4/8/14	Show an instructional piece from a screening report, e.g. STAR.	Mr. Gallo	6/14	In progress
17	4/8/14	Provide a recommendation for staffing, counselors, student	Mr. Gallo	6/14	In progress

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	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
		plans for STAR implementation Districtwide.			
18	3/18/14	Have students survey students as a research project.	Mrs. Medina	6/14	In progress
19	3/18/14	Have the Salinas Elementary School students present their SCIPP project they are doing with Juan Delgado from CSUSB.	Dr. Flores	6/14	In progress
20	3/18/14	Incorporate the Arts Institute into one of our pathways.	Mr. Gallo	6/14	In progress
21	3/18/14	Have a plan for CLUES students if the charter is revoked.	Board Consensus	6/14	In progress
22	3/4/14	Can a coordinator make a Board presentation on the AVID program?	Mrs. Medina	6/14	In progress
23	3/4/14	What is the cost for ebooks vs. textbooks?	Mrs. Perong	6/14	In progress
24	2/18/14	How many students take and pass the SAT?	Mrs. Medina	6/14	Results that are shared with the district were provided in Board Correspondence. <b>Completed.</b>
25	2/18/14	She would like to present how classified positions are tied to LCAP priorities at a parent meeting.	Lisa Towery	6/14	In progress
26	2/18/14	Challenge the high school principals to make the Academic Decathlon important.	Mrs. Savage	6/14	In progress
27	2/4/14	Conduct a longitudinal study of student voice at the middle school level.	Dr. Flores	6/14	In progress
28	1/21/14	Provide the cost of textbook adoptions.	Mr. Tillman	6/14	In progress
29	1/21/14	Inform parents of 11 <sup>th</sup> grade	Mr. Tillman	6/14	In progress

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	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
		students of the upcoming EAP test and why it will be important for the students. Have the students who don't show readiness on EAP been continuously enrolled in our district? Were the students who showed readiness on EAP once AVID students?	Mrs. Perong Mrs. Hill		
30	1/14/14	Get more information about the District participating in the CORE waiver.	Dr. Flores	6/14	The federal government has not opened up the waiver to allow additional districts to join. <b>Completed.</b>
<b>FACILITIES/OPERATIONS – MR. PEUKERT</b>					
1	4/15/14	They have concerns about the baseball field and playground at Paakuma'.	Angelica Davis Deborah Young Stacy Rivera	6/3/14	Resident, Lennar and the District have agreed to a plan. <b>Completed.</b>
2	4/15/14	Three requests received regarding Omnitrans LNG and CNG storage tanks near Alessandro Elementary school: Code compliance, support for moving tanks, agendize for discussion.	Ericka Flores Dr. Flores	6/17/14	In progress
3	3/4/14	Can the District install a pathway from the south parking lot to the front office at King Middle School?	Mrs. Hill	6/3/14	Sidewalk will be completed this summer. <b>Completed.</b>
4	2/18/14	Agendize solar projects.	Mr. Tillman	6/17/14	June 17, 2014
<b>HUMAN RESOURCES – DR. WISEMAN</b>					
1	5/6/14	She was treated unfairly by the	Denisha	6/14	In progress

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	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
		Thompson Elementary School principal.	Harris		
2	4/15/14	Survey the schools to see how many employees in the front office are bilingual.	Maria Ochoa	6/14	In progress
3	4/15/14	The principal or vice principal at most schools should be bilingual.	Teresa Alba	6/14	In progress
4	4/8/14	Are special education teachers properly credentialed?	Mrs. Medina	6/14	In progress
5	3/18/14	How will you collect the names and screen those people that want to be mentors?	Mrs. Medina	6/14	In progress
6	3/18/14	Why does a parent have to sign a School-Parent Compact?	Joe Mora	6/14	In progress
7	3/18/14	Include substitute teachers in survey requests.	Ron Fletcher	5/14	They are now included. <b>Completed.</b>
8	3/18/14	Explain the prime evaluator's approval process for contracts.	Dr. Flores	6/14	In progress
9	3/18/14	Can the District provide sexual harassment training more often than every other year?	Mrs. Medina	5/14	The District has the ability to offer training on a more frequent basis. <b>Completed.</b>
10	1/21/14	Contract with a company to do a staffing analysis.	Mr. Tillman	6/14	In progress
<b>SCHOOL POLICE – CHIEF PAULINO</b>					
1	4/15/14	Provide a wish list for the School Police Department.	Mrs. Perong	6/14	In progress
2	3/4/14	What is the cost for Tasers and training for School Police?	Mrs. Perong	6/14	In progress
<b>STUDENT SERVICES – DR. MITCHELL</b>					
1	5/6/14	Create an oversight team to ensure PBS is implemented consistently Districtwide.	David Servant	6/14	In progress
2	5/6/14	Place a moratorium on K violations.	David Servant	6/14	In progress

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	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
3	5/6/14	Can we get monitor filters for computers used for SBAC?	Mrs. Medina	6/14	In progress
4	5/6/14	Can middle and high school students wear the hats they receive as incentives at school?	Mrs. Hill	6/14	In progress
5	5/6/14	What is the status of CAPS funding?	Mr. Tillman	6/14	In progress
6	4/8/14	Survey which devices worked best for SBAC testing.	Mrs. Medina	6/14	In progress
7	4/8/14	Consider dropping K violations for expulsions.	Mrs. Hill	6/14	In progress
8	4/8/14	What is the proportion of Latino males that were suspended?	Dr. Flores	6/14	Report will be included in a future presentation.
9	3/18/14	Consider creating a special education task force.	Mrs. Medina	6/14	In progress
10	3/18/14	Provide more training for parents of special education students.	Mrs. Medina	6/14	In progress
11	3/4/14	Discuss providing Internet access and computers at students' homes during the LCAP process.	Mr. Tillman	6/14	In progress
12	11/19/13	Explore having some type of on-campus suspension at all or feeder schools.	Board Consensus	6/14	In progress
<b>STRATEGIC PLANNING</b>					
1	2/18/14	Create something similar to Richardson at other schools?	Mrs. Medina	6/14	In progress
2	1/21/14	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	6/14	Added to Board SWOT Lot and Operational Strategic Planning.
3	11/5/13	Look at a later starting time for secondary students.	Mr. Gallo Mrs. Hill	6/14	To be discussed at the Cabinet Quarterly

	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
					Strategic Planning meeting.
4	12/17/13	Consider teachers presenting challenging classes in a language other than English.	Ms. Sanchez-Spears	6/14	In progress

**SESSION EIGHT – Consent Calendar**

**8.0 - Consent Calendar** *(When considered as a group, unanimous approval is advised.)*

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

Consent item 8.3 was held for later consideration.

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

**BOARD OF EDUCATION**

**8.1 - Approval of Minutes**

BE IT RESOLVED that the Minutes of the Board of Education Meetings held on March 18, and April 8, 2014, be approved as presented.

**8.2 - Payment of California School Boards Association Membership Dues**

BE IT RESOLVED that the Board of Education approves payment of \$25,806.00 to the California School Boards Association for membership dues for the 2014-15 school year.

**SUPERINTENDENT**

**8.4 - Renaming of Little Mountain Elementary School**

BE IT RESOLVED that the Board of Education renames Little Mountain Elementary School the W. R. “Bob” Holcomb Elementary School.

**BUSINESS SERVICES**

**8.5 - Acceptance of Gifts and Donations to the District**

BE IT RESOLVED that the Board of Education acknowledges receipt of \$200.00, Christi Bonar, San Bernardino, California; \$500.00, San Bernardino Rotary Foundation, San Bernardino, California; \$106.15, Susan Y. Casillas, San Bernardino, California; \$250.00, Armida Kim, San Bernardino, California; \$500.00, Schools First Federal Credit Union, Santa Ana, California; \$233.00, Thomas and Charlene Morris, Apple Valley, California; \$1,000.00, IEHP, Rancho Cucamonga, California; \$126.00, John and Leanna Williamson, San Bernardino, California; \$200.00, KS Garret, San Bernardino, California; \$600.00, Anton Elementary PTA, San Bernardino, California; \$500.00, CLEVER CRAZES, Cincinnati, Ohio; (1) \$249.00 Gift Card, crayons and school supplies with the total value of \$200.00, and \$500.00, Grant to Karen Duns with the total value of \$949.00, Target Stores, San Bernardino, California; \$500.00, Target corporation, Minneapolis, Minnesota; \$250.00, First Presbyterian Church, San Bernardino, California; \$337.90, Box Tops for Education, Highland Park, Minnesota; (2) Bicycles with the total value of \$150.00, (Deborah St. Louis) Horace Mann, San Bernardino, California; \$233.20, Box Tops for Education, Highland Park, Minnesota; \$250.00, 03 Elite, Rancho Cucamonga, California; \$792.40, Hillside PTA, San Bernardino, California; (2) \$2,000.00 and (1) \$596.00 Amazon Gift Cards with the total value of \$4,596.00, Questar Assessment, Inc. Apple Valley, Minnesota; (2) Bicycles with the total value of \$100.00, Joe Guerra, San Bernardino, California; and \$250.00, Sempra Energy Foundation, San Diego, California.

**8.6 - Agreement with Orange County Superintendent of Schools/Orange County Department of Education (OCDE), Costa Mesa, California, for Student Transfers to the Community School Program and Special Schools Program**

BE IT RESOLVED that the Board of Education approves entering into an agreement with Orange County Superintendent of Schools/Orange County Department of Education (OCDE), Costa Mesa, California, for Student Transfers to the Community School Program and Special Schools Program, effective July 1, 2014, through June 30, 2015. Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, OCDE may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program. The cost, not to exceed \$50,000.00, will be paid from the Unrestricted General Fund-Community Day Schools, Account No. 141.

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

8.7 - Amendment No. 1 to the Agreement with Valley Oak Systems, Inc., dba AON e-Solutions, San Ramon, California, to Provide License and Maintenance and Support for iVOS® Hosting Services

BE IT RESOLVED that the Board of Education approves amending the agreement with Valley Oak Systems, Inc., dba AON e-Solutions, San Ramon, California, as approved by the Board on October 15, 2013, Agenda Item No. 10.18. The agreement is being amended to include licensing for three additional users, to pay for the remaining year hosting fees, and to increase the contract amount by \$24,500.00 for a new aggregate contract amount of \$54,500.00, to be paid out of the Restricted General Fund-Workers Comp, Account No. 00D. All other terms and conditions remain the same.

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

8.8 - Authorize Vermont Parent Teacher Organization

BE IT RESOLVED that the Vermont Parent Teacher Organization, a separate and distinct organization not under the control of the school district, composed of parents at Vermont Elementary School be authorized for the 2014-15 school year.

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

8.9 - Authorize Bing Wong Parent Teacher Organization

BE IT RESOLVED that the Bing Wong Parent Teacher Organization, a separate and distinct organization not under the control of the school district, composed of parents at Bing Wong Elementary School be authorized for the 2014-15 school year.

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

8.10 - Business and Inservice Meetings

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

Denise Levine  
(Board Representative, Aquinas High School)

To attend the AP Sea Summer Institute Conference from June 22, through June 26, 2014, in San Diego, California. Total cost, including meals and mileage per District guidelines, not to exceed \$1,400.00, will be

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paid from Categorical Programs Account No. 536.

Martha Rendon  
(Board Representative, San Geronio High School)

To attend the 3<sup>rd</sup> Annual Southern Region Student Wellness Conference from July 14, through July 18, 2014, in Indians Wells, California. Total cost, including meals per District guidelines, not to exceed \$1,253.24, will be paid from San Geronio High School Account No. 501.

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

Maricela Romero  
(Board Representative, Warm Springs Elementary School)

To attend the 2014 California Association Bilingual Education (CABE) Conference on May 22, 2014, in Riverside, California. Total cost, including meals and mileage per District guidelines, not to exceed \$156.34, will be paid from Warm Springs Elementary School Account No. 501.

Mayra Lopez  
Irma Mondragon  
Aura Ramirez  
(Board Representatives, Bradley Elementary School)

To attend the 2014 California Association Bilingual Education (CABE) Conference on May 22, 2014, in Riverside, California. Total cost, including meals and mileage per District guidelines, not to exceed \$425.00, will be paid from Bradley Elementary School Account No. 423.

8.11 - Commercial Warrant Registers for Period from April 16 through April 30, 2014

BE IT RESOLVED that the Commercial Warrant Register for period from April 16 through April 30, 2014, be approved.

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

8.12 - Commercial Warrant Registers for Period from May 1 through May 15, 2014

BE IT RESOLVED that the Commercial Warrant Register for period from May 1 through May 15, 2014, be approved.

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

8.13 - Delegation of Purchasing Authority

BE IT RESOLVED that the Board of Education, under the provision of Education Code Section 17605, authorizes Gloria Vega employed by the District as the Purchasing Department's Secretary III, to sign purchase orders including, but not limited to, supplies, furniture, and equipment that cost less than \$15,000.00 through June 30, 2015.

8.14 - Education Protection Account (EPA) Spending Plan for Fiscal Year 2014-15

**RESOLUTION TO AUTHORIZE THE EDUCATION  
PROTECTION ACCOUNT'S SPENDING PLAN**

- WHEREAS** the voters approved Proposition 30 on November 6, 2012;
- WHEREAS** Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;
- WHEREAS** the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);
- WHEREAS** before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;
- WHEREAS** if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;
- WHEREAS** all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;
- WHEREAS** monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

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

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

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

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

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

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

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Governing Board of the San Bernardino City Unified School District hereby authorizes, for fiscal year 2014-15, the monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting.

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

8.15 - Extended Field Trip, San Gorgonio High School, 2014 CIF State Track and Field Championships, Clovis, California

BE IT RESOLVED that the Board of Education approves the extended field trip for five San Gorgonio High School students and three District employees to attend the 2014 CIF State Track and Field Championships, in Clovis, California, from June 5, through June 8, 2014. The cost of the trip, not to exceed \$2,369.00, including meals and lodging for five San Gorgonio High School students and three District employees, will be paid from San Gorgonio High School ASB Account. Transportation provided by Express Van Rental, not to exceed \$700.00, will be paid from San Gorgonio High School ASB Account. Names of the students are on file in the Business Services office.

8.16 - Extended Field Trip, San Gorgonio High School, Mammoth Lakes Running Camp, Mammoth Lakes, California

BE IT RESOLVED that the Board of Education approves the extended field trip for 16 San Gorgonio High School students and 6 District employees to attend the Mammoth Lakes Running Camp, in Mammoth Lakes, California, from June 21, through June 28, 2014. The cost of the trip, not to exceed \$6,213.69, including meals and lodging for 16 San Gorgonio High School students and 6 District employees, will be paid from San Gorgonio High School Cross Country ASB Account. Transportation provided by Express Van Rental, not to exceed \$1,600.00, will be paid from San Gorgonio High School Cross Country ASB Account. Names of the students are on file in the Business Services Division.

8.17 - Extended Field Trip, Urbita Elementary School, The NEED Project's 34th Annual Youth Awards Program for Energy Achievement, Washington, D.C.

BE IT RESOLVED that the Board of Education approves the extended field trip for two Urbita Elementary School students, two parent chaperones, and one District employee, to attend the NEED Project's 34th Annual Youth Awards Program for Energy Achievement, in Washington, D.C., from June 18, through June 23, 2014. The cost of the trip, not to exceed \$2,000.00, including meals and lodging for two Urbita Elementary School students, two parent chaperones, and one District employee, will be paid from sponsorship by the NEED Project Program. Transportation to and from LAX will be provided by students' parents at no cost to the District. Names of the students are on file in the Business Services office.

8.18 - Federal/State/Local District Budgets and Revisions

BE IT RESOLVED that the Board of Education approves the addition of \$1,805,765.32 in the budgeting of revenues and expenditures for the restricted program, California Education Technology K-12 Voucher Program (287).

8.19 - Payment for Course of Study Activities

BE IT RESOLVED that the Board of Education considers the following activities to be a part of the regular course of study for the 2013-14 school year and approves payment to the following:

Aquarium of the Pacific for two presentations titled "Aquarium on Wheels" on October 21, and 22, 2014. The cost, not to exceed \$3,139.25, will be paid from Monterey Elementary School Account No. 420.

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

The Humane Society of San Bernardino Valley for various presentations titled "Humane Education Program" beginning May 21, throughout the month of June 2014. The presentations will be made free of charge.

Larry Shackelford from Sixtyone Golf for various presentations titled "Sixtyone Golf Presentation" beginning February 24, through May 19, 2014. The cost, not to exceed \$1,800.00, will be paid from Family Resource Center Account No. 585.

8.20 - Renewal of the Agreement with California School Boards Association (CSBA), West Sacramento, California, to Provide Board Policy Manual Maintenance Service to the District

BE IT RESOLVED that the Board of Education approves renewing the agreement with California School Boards Association (CSBA), West Sacramento, California, to provide Board policy manual maintenance service to the District, effective July 1, 2014, through June 30, 2017. The fee, not to exceed \$5,850.00, will be paid from Unrestricted General Fund, Board of Education, Account No. 066.

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

8.21 - Renewal of the Agreement with Marsh USA, San Francisco, California, to Provide Consulting Services for the District's Excess Workers Compensation Program

BE IT RESOLVED that the Board of Education approves renewing the agreement with Marsh USA, San Francisco, California, to act as the District insurance broker and risk management consultant regarding the Excess Workers Compensation, effective July 1, 2014, through June 30, 2015. The services include but not limited to pre-marketing services, marketing and placement services, claims-related services, and placements. Marsh USA is compensated for services through commissions from insurers with a total commission not to exceed \$31,777.00 per year.

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

8.22 - Renewal of the Agreement with San Bernardino County Superintendent of Schools, San Bernardino, California, to Provide Courier Services to the District

BE IT RESOLVED that the Board of Education approves renewing the agreement with the San Bernardino County Superintendent of Schools (SBCSS), San Bernardino, California, to provide courier services to the District, effective July 1, 2014, through June 30, 2015. The services will include daily delivery and pick up of materials, mail, and correspondence from SBCSS's School Claims department, District correspondence to other participating districts within the County, and weekly delivery of films rented from the District's multimedia department. SBCSS shall provide and maintain mailbags and delivery vehicles. The cost, not to exceed \$28,870.67, will be paid from the Unrestricted General Fund – Business Services, Account No. 068.

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

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

BE IT RESOLVED that the Board of Education approves renewing the agreement with School Innovations and Advocacy (SI&A), Pasadena, California, to provide professional assistance in the preparation and filing of reimbursement claims for the California State Mandate Reimbursement Process Program, effective August 7, 2014, through June 30, 2015. The services are for an assessment of compliance practices in place as it relates to the Mandated Cost Program, and shall include on-site visits. The cost for services, not to exceed \$28,500.00, will be paid from Unrestricted General Fund – State Mandated Reimbursement Program (MRP).

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

8.24 - Renewal of the Agreement with School Services of California, Inc., Sacramento, California, for Special Fiscal and Budget Services and Reports

BE IT RESOLVED that the Board of Education approves renewing the agreement with School Services of California, Inc., Sacramento, California, for special fiscal and budget services, effective July 1, 2014, through June 30, 2015. School Services of California, Inc., is a consulting firm professionally and specially trained to provide services to local school districts regarding school finance, legislation, budgeting, and general fiscal issues. This agreement includes eight hours of direct service, as the District directs, on fiscal issues in addition to one copy of each edition of the Fiscal Report, preliminary revenue limit worksheets, and one copy of the booklet Analysis of the Governor's Budget. The cost, not to exceed \$13,000.00, plus expenses, and \$600.00 for the Comparative Analysis of District Income and Expenditures (CADIE) and the Salary and Benefits Reports (SABRE) analytical reports, will be paid from Unrestricted General Fund – Administrative Services, Account No. 041.

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

8.25 - Renewal of the Agreement with SchoolsFirst Federal Credit Union and National Benefit Services, Inc., Santa Ana, California, to Provide Third Party Administrative Services for the District's Tax Sheltered Annuity Plan

BE IT RESOLVED that the Board of Education approves renewing the agreement with SchoolsFirst Federal Credit Union, and the National Benefit Services, Inc., Santa Ana, California, to provide administrative services for the District's Tax Sheltered Annuity Plan 403(b), effective July 1, 2014, through June 30, 2015. National Benefit Services will act as the third party administrator of the Tax Sheltered Annuity Plan in accordance with the Internal Revenue Code, Section 403(b). National Benefit Services will create and maintain a non-specific provider Tax Sheltered Annuity Plan that meets operational, compliance and administrative guidelines. SchoolsFirst Federal Credit Union will assist participants regarding their rights, benefits or any elections under the provider's plans. SchoolsFirst Federal Credit Union, among other duties, will facilitate the collection of Provider Agreements and act as the District's liaison to answer questions and inquiries from the providers. There will be no cost to the District.

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

8.26 - Renewal of the Subscription with California School Boards Association, West Sacramento, California to Provide GAMUT Online to the District

BE IT RESOLVED that the Board of Education approves renewing the subscription with California School Boards Association (CSBA), West Sacramento, California, to provide GAMUT Online to the District, effective July 1, 2014, through June 30, 2017. The cost, not to exceed \$5,000.00, will be paid from the Unrestricted General Fund—Board of Education, Account No. 066.

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

8.27 - RFP No. 02-14 Storage Area Network Equipment, Software and Services

BE IT RESOLVED that RFP's were received from Advantel Networks, San Diego, California; Gold Star Technologies, Cerritos, California; GovPlace, Irvine, California; and Presidio Network Solutions, Newport Beach, California.

BE IT ALSO RESOLVED that the RFP received from Advantel Networks was deemed non-responsive.

BE IT ALSO RESOLVED that RFP No. 02-14 Storage Area Network Equipment, Software and Services be awarded to Presidio Network Solutions, the lowest responsive/responsible bidder in accordance with Public Contract Code meeting District’s specifications and requirements and other evaluation criteria.

<u>BIDDER</u>	<u>PROPOSED AMOUNT TAX NOT INCLUDED</u>
GovPlace Irvine, California	Section A: \$5,158,089.88 Section B: No Bid
Gold Star Technologies Cerritos, California	Section A: \$3,040,742.67 Section B: \$533,105.00
Presidio Network Solutions Newport Beach, California	Section A: \$1,967,547.65 Section B: \$1,160,087.25

BE IT ALSO RESOLVED that the District reserves the right to purchase more than or less than the quantities indicated on a line item unit cost basis in accordance with the terms of the RFP documents, as needed through the initial one-year term of bid and all extensions, not to exceed five (5) years total in accordance with the terms of the RFP documents.

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

**EDUCATIONAL SERVICES**

**8.28 - 2014-2015 Consolidated Application and Reporting System (CARS) Spring Submission**

BE IT RESOLVED that the Board of Education approves the June 4, 2014, spring submission of the District Consolidated Application for Categorical Program funds.

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

**8.29 - Agreement with Dr. Margaret Heritage, Norma Silva, Gabriela Cardenas, Olivia Lozano, Mayra Carrasco, Los Angeles, California, as Part of the UCLA Team to Implement Formative Assessment Practices in the Context of Common Core State Standards**

BE IT RESOLVED that the Board of Education approves entering into an agreement with Dr. Margaret Heritage, Norma Silva, Gabriela Cardenas, Olivia Lozano, Mayra Carrasco, Los Angeles, California, as part of the UCLA Team to implement formative assessment practices in

the context of Common Core State Standards, effective July 1, through September 30, 2014. The practices include establishing clear learning goals and success criteria for each lesson; eliciting and interpreting evidence while teaching and learning is underway; responsive pedagogical action based on evidence, including feedback to students; and student involvement through peer and self-assessment. Gabriela Cardenas, Olivia Lozano and Mayra Carrasco, Demonstration teachers, UCLA Laboratory School will be paid \$500.00 per day not to exceed \$9,000.00 per teacher, for a total not to exceed amount of \$27,000.00; Norma Silva, Principal, UCLA Laboratory School will be paid \$750.00 per day not to exceed \$1,500.00; and Dr. Margaret Heritage, UCLA, will be paid \$1,200.00 per day not to exceed \$4,000.00; and \$1,200.00 for project materials and travel expenses. The fee, not to exceed \$33,700.00, will be paid from the Unrestricted General Fund—Local Control Accountability Plan, Account No. 419.

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

8.30 - Amendment No. 1 to the Facilities Use Agreement with National University, San Bernardino, California, for Professional Development Trainings

BE IT RESOLVED that the Board of Education approves amending the agreement with National University, San Bernardino, California, as approved by the Board on December 17, 2013, Agenda Item No. 9.13. The facilities use agreement is being amended to include English Language Development (ELD) Standards implementation and staff development trainings and to increase the contract amount by \$5,000.00 for a new aggregate contract amount of \$10,400.00, to be paid out of the Restricted General Fund-Title III LEP Student Subgrant-Elementary, Account No. 544. All other terms and conditions remain the same.

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

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

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

Sean Gordon, Corona, California, for sheet music arrangement which includes all pit percussion parts for five movements of music for the percussion ensemble, effective May 30, 2014. The sheet music will be delivered all at one time. The fee, not to exceed \$1,400.00, will be paid from the Restricted General Fund-Arts & Music Block Grant, Account No. 433.

Bob Prado, Rancho Cucamonga, California, to paint a four panel mural depicting the life of Mr. Graciano Gomez, effective March 17, through May 22, 2014. Sixth grade students will collaborate with the artist during after-school workshops. The total cost includes after school workshops, in studio development and cost of materials. The fee, not to exceed \$3,400.00, will be paid from the Unrestricted General Fund-Graciano Gomez Start-Up, Account No. 016.

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

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

**STUDENT SERVICES**

8.33 - Sponsorship for Athletes for Life Summer Life Skills Camp

BE IT RESOLVED that the Board of Education approves sponsorship of the Athletes for Life Summer Life Skills Camp, semi-contact football camp at California State University San Bernardino from June 29, through July 2, 2014. The cost for the sponsorship, not to exceed \$10,000.00, will be paid from the Unrestricted General Fund – Student Services, Account No. 069.

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

**Adult School**

8.34 - Affiliation Agreement with Community Care and Rehabilitation Center, Riverside, California, to Provide a Site for Clinical Practice for Adult Education Students Enrolled in the Certified Nursing Assistant/Home Health Aide Training Program

BE IT RESOLVED that the Board of Education approves renewing the affiliation agreement with Community Care and Rehabilitation Center, Riverside, California, to provide a site for practical learning experience for Adult School students enrolled in the Certified Nursing Assistant Training Program and the Home Health Aide Program, effective August 15, 2014, through August 14, 2016. The Adult School will provide the supervision and instruction offered in this program. There is no cost to the District.

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

8.35 - Amendment No. 1 to the Agreement with the Children and Families Commission for San Bernardino County (First 5), San Bernardino, California, to Provide the Kinder Success Program

BE IT RESOLVED that the Board of Education approves amending the agreement with Children and Families Commission for San Bernardino County (First 5), San Bernardino, California, as approved by the Board on July 10, 2012, Agenda Item No. 6.21. The agreement is being amended to reflect the decrease in grant monies originally projected to be funded at \$152,437.00

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for 2014-2015 that is being reduced to \$95,153.00 due to a reduction in enrollment in the Kinder Success Program. All other terms and conditions remain the same.

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

8.36 - Renewal of the Affiliation Agreement with Community Care on Palm, Riverside, California, to Provide a Site for Clinical Practice for Adult Education Students Enrolled in the Certified Nursing Assistant/Home Health Aide Training Program

BE IT RESOLVED that the Board of Education approves renewing the affiliation agreement with Community Care on Palm, Riverside, California, to provide a site for clinical practice for students enrolled in the Adult School's Certified Nursing Assistant/Home Health Aide training program, effective July 1, 2014, through June 30, 2016. The Certified Nurse Assistant/Home Health Aide program prepares the students for an entry-level position on a health care team in a long-term care facility and for certification by the State of California Department of Health Services. There will be no charge to the District.

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

8.37 - Renewal of the Affiliation Agreement with John's Barber Supply, Riverside, California, to Provide Barber Apprenticeship Instruction and Training for the Adult School Educational Program

BE IT RESOLVED that the Board of Education approves renewing the affiliation agreement with John's Barber Supply, Riverside, California, to provide barber apprenticeship instruction and training for students enrolled in the Adult School's program, effective July 1, 2014, through June 30, 2015. The cost, not to exceed \$21,600.00, will be paid from the Unrestricted General Fund-Adult Education-Apprenticeship Program, Account No. 139.

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

8.38 - Renewal of the Affiliation Agreement with Valley Lighthouse for the Blind, San Bernardino, California

BE IT RESOLVED that the Board of Education approves renewing the affiliation agreement with Valley Lighthouse for the Blind, San Bernardino, California, effective July 1 2014, through June 30, 2015. The Adult School will use the facilities as classrooms for the delivery of Adult School curriculum to enrolled students. In addition to providing the facility, Valley Lighthouse for the Blind will work alongside Adult School personnel to provide services, and may provide books, tools, equipment, supplies, and protective clothing at their cost in return for their students having first priority for class space. There will be no cost to the District.

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

8.39 - Renewal of the Affiliation Agreement with 909 Clippers, Ontario, California, to Provide Barber Apprenticeship Instruction and Training to Adult School Students

BE IT RESOLVED that the Board of Education approves renewing the affiliation agreement with 909 Clippers, Ontario, California, to provide barber apprenticeship instruction and training to Adult School students, effective July 1, 2014, through June 30, 2015. The training will be held at the vendor's location and would provide training to approximately 35 apprentice barbers. The classes are designed to be completed within two years in conjunction with 3,200 hours of on-the-job training. The fee, not to exceed \$4,500.00, will be paid from the Unrestricted General Fund—Adult Education – Apprenticeship Program, Account No. 139.

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

8.40 - Renewal of the Agreement with California State University San Bernardino, California, to Participate in a Federal Work-Study Program for Tutors

BE IT RESOLVED that the Board of Education approves renewing the agreement with California State University San Bernardino (CSUSB), San Bernardino, California, to participate in a Federal Work-Study Program, effective July 1, 2014, through June 30, 2015. The program is funded by federal grants and is subject to change based on the availability of funds. The employment of CSUSB students will complement and reinforce the educational program or vocational goals of each student receiving such assistance. The CSUSB students' tutorial assistance enables District students to achieve higher test scores. The cost, not to exceed \$4,000.00, will be paid from the Unrestricted General Fund-Adult Education, Account No. 130.

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

8.41 - Renewal of the Agreement with Community Hospital of San Bernardino to Provide Facilities for Use in Practical Learning Experience under the Medical Education Program

BE IT RESOLVED that the Board of Education approves renewing the agreement with Community Hospital of San Bernardino, San Bernardino, California, to provide facilities for use in practical learning experiences for the licensed vocational nurses (LVN), certified nurse assistants (CNA), home health aides, acute care and restorative nurses aid students under the Medical Education Program, effective August 15, 2014, through August 14, 2015. There is no cost to the District.

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

8.42 - Renewal of the Facilities Use Agreement with Highland Senior Center, Patton, California

BE IT RESOLVED that the Board of Education approves renewing the facilities use agreement with Highland Senior Center, Patton, California, effective July 1 2014, through June 30, 2015. The Adult School pays for teachers to teach classes for senior citizens in the areas of fitness, technology and Spanish. The Highland Senior Center will provide the classroom facilities. There will be no cost to the District.

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

*Alternative Programs*

8.43 - Renewal of the Agreement with Family Service Agency, San Bernardino, California, to Provide Therapeutic Counseling for District Students

BE IT RESOLVED that the Board of Education approves renewing the agreement with Family Service Agency, San Bernardino, California, to provide therapeutic counseling for school-aged children in the District, effective July 1, 2014, through June 30, 2015. The therapeutic counseling is under the scope and content of the School Aged Treatment Services (SATS) and will be provided to approximately 25 schools in the District. Services will be provided to identified children using a face-to-face modality to promote improved mental/behavioral/emotional health for the student and are also available in clinical setting, home and places that provide improved access and comfort level for the student and their families. There is no cost to the District.

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

8.44 - Renewal of the Agreement with the County of San Bernardino, Department of Behavioral Health, San Bernardino, California, to Provide Screening, Diagnosis and Treatment to Eligible Medi-Cal Recipients

BE IT RESOLVED that the Board of Education approves renewing the agreement with the County of San Bernardino, Department of Behavioral Health, San Bernardino, California, to provide early, periodic screening, diagnosis and treatment to eligible Medi-Cal recipients ages 0-21 years, effective July 1, 2014, through June 30, 2015. There is no cost to the District.

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

8.45 - Renewal of the Agreement with University of California Cooperative Extension Expanded Food and Nutrition Education Program, San Bernardino, California, to Collaborate with the Cal Safe Program to Provide Nutrition Education Classes to District Pregnant Teens and Teen Parents

BE IT RESOLVED that the Board of Education approves renewing the agreement with University of California (UC) Cooperative Extension - Expanded Food and Nutrition Education Program (EFNEP), San Bernardino, California, to collaborate with the Cal Safe Program to provide an eight-lesson comprehensive nutrition education curriculum to pregnant teens and teen parents at District high schools that participate in the Cal Safe Programs, effective July 1, 2014, through June 30, 2015. The lessons cover individual food groups, the importance of being physically active for good health, limiting fats and sugars, meal planning and food buying. The class participants will receive tools that would assist them into putting into practice their lessons, including but not limited to grocery pads, measuring spoons, measuring cups, and produce brushes. There is no cost to the District.

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

8.46 - Renewal of the Agreement with Valley Star Community Services, San Bernardino, California, to Provide Programs to Promote Resiliency to District Students at Del Rosa, Hunt and Jones Elementary Schools

BE IT RESOLVED that the Board of Education approves renewing the agreement with Valley Star Community Services, San Bernardino, California, who received a grant from the San Bernardino County to provide programs to promote resiliency in African-American students at Del Rosa, Hunt and Jones Elementary Schools, effective July 1, 2014, through June 30, 2015. The services include universal, selective and early intervention components which are integrated with the after-school groups, positive behavioral structures (PBS) program, tutoring services, conflict resolution and in collaboration with school staff. Valley Star Community Services has previously provided school-based counseling services to District schools. There is no cost to the District.

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

8.47 - Renewal of the Agreement with Victor Community Support Services, San Bernardino, California, to Provide Mental Health Counseling Services at District School Sites

BE IT RESOLVED that the Board of Education approves renewing the agreement with Victor Community Support Services, San Bernardino, California, to provide mental health counseling services at District school sites, effective July 1, 2014, through June 30, 2015. Victor Community Support Services is a contract service provider of the San Bernardino County

Department of Behavioral Health. Services will be provided under the scope and content of the School Aged Treatment Services (SATS) which provides therapeutic counseling for school-aged children. Therapeutic counseling will be provided to identified children using face-to-face modality to promote improved mental, behavioral, and emotional health for children. There is no cost to the District.

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

8.48 - Renewal of the Facilities Use Agreement with Lutheran Church of Our Savior, San Bernardino, California

BE IT RESOLVED that the Board of Education approves renewing the facilities use agreement with Lutheran Church of Our Savior, San Bernardino, California, effective July 1, 2014, through June 30, 2019. The facility will be used for staff development for District counselors and Alternative Programs Department staff meetings. There is no cost to the District for use of the facilities.

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

*Health Services*

8.49 - Professional Nursing Clinical Education Affiliation Agreement with Western Governors University, Salt Lake City, Utah, to Provide Clinical Field Experience for Nursing Students

BE IT RESOLVED that the Board of Education approves entering into a professional nursing clinical education affiliation agreement with Western Governors University, Salt Lake City, Utah, to provide clinical field experience for nursing students, effective July 1, 2014, through June 30, 2017. The nursing students will be given the opportunity to work directly with a school nurse and to practice various clinical skills related to school nursing practice. There is no cost to the District.

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

8.50 - Renewal of the Agreement with Assistance League of San Bernardino – Dr. Earl R. Crane Children’s Dental Health Center, San Bernardino, California, to Provide Dental Screening to all District Fifth Grade Students

BE IT RESOLVED that the Board of Education approves renewing the agreement with Assistance League of San Bernardino – Dr. Earl R. Crane Children’s Dental Health Center, San Bernardino, California, to provide dental screening services to all District fifth grade students

and referrals for dental care as needed, effective July 1, 2014, through June 30, 2017. The Assistance League of San Bernardino will continue to provide oral surveys and hygiene instructions to the first grade students per the current contract. There is no cost to the District.

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

8.51 - Renewal of the Agreement with Assistance League of San Bernardino – Operation School Bell, San Bernardino, California, to Provide Clothing to District Students in Need

BE IT RESOLVED that the Board of Education approves renewing the agreement with Assistance League of San Bernardino – Operation School Bell, San Bernardino, California, to provide clothing to District students who are in need of such services, effective July 1, 2014, through June 30, 2017. No charge shall be made to any students, but all financial obligations will be assumed by the agency. There is no cost to the District.

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

**School-Linked Services**

8.52 - Amendment No. 1 to the Agreement with the Children and Families Commission for San Bernardino County (First 5), San Bernardino, California, to Provide the Pre-K Academy

BE IT RESOLVED that the Board of Education approves amending the agreement with Children and Families Commission for San Bernardino County (First 5), San Bernardino, California, as approved by the Board on June 19, 2012, Agenda Item No. 8.56. The agreement is being amended to reflect the decrease in grant monies originally projected to be funded at \$953,142.00 for 2014-2015 that is being reduced to \$700,944.00 due to a reduction in enrollment in the Pre-K Academy. All other terms and conditions remain the same.

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

8.53 - Renewal of the Agreement with Vicki Renee Lee, San Bernardino, California, to Provide Homeless Liaison Services to the District

BE IT RESOLVED that the Board of Education approves renewing the agreement with Vicki Renee Lee, San Bernardino, California, to provide homeless liaison services to the District, effective July 1, 2014, through June 30, 2019. Ms. Lee will work with appropriate school personnel and community-based agencies, parents, students and community members to address the educational and social needs of homeless students. The fee, not to exceed \$64,000.00, will be paid from the Restricted General Fund— NCLB Title I PI School Support, Account No. 524.

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

*School Sites*

8.54 - Renewal of the Agreement with Juarez Consulting Services, Claremont, California, to Provide Networking Services

BE IT RESOLVED that the Board of Education approves renewing the agreement with Juarez Consulting Services, Claremont, California, effective July 1, 2014, through June 30, 2015. Juarez Consulting Services will work to advance the work of San Bernardino High School (SBHS) counselors to graduate and fulfill college requirements, particularly those students from socially and economically disadvantaged backgrounds. Juarez Consulting Services and San Bernardino High School will forge a partnership that will develop a college-going culture with the various programs on campus. Juarez will collaborate with institutions of higher learning to promote SBHS students, establish a process for SBHS administrators to promote higher education per area of interest, and serve as a programming facilitator to establish a process in promoting SBHS students in various capacities. Juarez will report outreach findings and progress to San Bernardino High School's principal on a weekly basis. The results will be monitored through analysis of students' work, college going rate and in-service evaluations, agendas, and minutes from professional development meetings. The cost of services, not to exceed \$30,000.00, will be paid from the Restricted General Fund—Quality Education Investment Act, Account No. 436.

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

8.55 - Renewal of the Agreement with Parents Academy for Our Children's Success (PACS), Fontana, California, to Provide Training for Parents of District Students Enrolled at San Bernardino High School

BE IT RESOLVED that the Board of Education approves renewing the agreement with Parents Academy for Our Children's Success (PACS), Fontana, California, to provide training for parents of District students, effective July 1, 2014, through June 30, 2015. PACS will motivate parents to get involved in their children's education, parents will be provided with a report from teachers showing growth in the student's needed area of improvement, instruct parents and students of the value of obtaining a diploma, and teach the value of good communication. Instruction and materials will be provided in both English and Spanish. The cost, not to exceed \$49,000.00, will be paid from the Restricted General Fund-Elementary Secondary Education Act Title I, Account No. 501.

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

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

BE IT RESOLVED that the Board of Education approves renewing the agreement with the San Bernardino County Probation Department, San Bernardino, California, for a fulltime probation officer located at San Bernardino High School and Pacific High School, effective July 1, 2014, through June 30, 2015. The District may receive funding to absorb the costs of the probation officers. Should the funding not be available or decrease, the District would be responsible for the cost of \$27,625.00 for each probation officer for a total amount of \$55,250.00.

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

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

BE IT RESOLVED that the Board of Education approves renewing the agreement with The Regents of the University of California, Riverside, to develop and implement the Mathematics, Engineering, Science Achievement (MESA) Program, effective July 1, 2014, through June 30, 2015. The MESA program will enrich the math and science experiences of District students, particularly students from socially and economically disadvantaged backgrounds. The program will increase the number of disadvantaged students entering college with particular attention and preparation for professions in engineering and mathematics-based fields. The MESA project-based enrichment curriculum is aligned to the California math and science content standards. There is no cost to the District.

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

**Secondary Education**

8.58 - Memorandum of Understanding with California Department of Education, Sacramento, California, for a Cooperative Agreement Promoting Adolescent Health through School-Based HIV/STD Prevention and School-Based Surveillance

BE IT RESOLVED that the Board of Education ratifies the Memorandum of Understanding with California Department of Education, Sacramento, California, for a Cooperative Agreement Promoting Adolescent Health through School-Based HIV/STD Prevention and School-Based Surveillance, effective August 1, 2013, through July 31, 2018. The program will build the capacity of the District to develop and implement sustainable program activities to reduce HIV infection and other STD among adolescents, reduce disparities in HIV infection and other STD

experienced by specific adolescent sub-populations, and reinforce efforts to reduce teen pregnancy rates. There is no cost to the District.

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

**Youth Services**

**8.59 - Expulsion of Student(s)**

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

\*~~(S)~~3/6/2000 \*~~(S)~~12/14/2000 \*~~(S)~~11/22/1997 \*~~(S)~~12/9/1998

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

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

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

**8.60 - 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**

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.

5/23/1997    11/23/2003    12/11/1997    5/27/1997    6/21/2001    7/3/2002

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

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

1/10/1998    1/12/2000

8.62 - Student(s) Not Recommended for Expulsion as Specified Under Education Code Section 48915 (a)

Education Code Section 48915 (a) states, "Principal or the Superintendent of the schools shall recommend a pupil's expulsion...., unless the principal or superintendent finds and so reports in writing to the governing board that expulsion is inappropriate, due to the particular circumstance, which should be set out in the report of the incident."

The student(s) identified below were found to have committed a violation of Education Code Section 48900 for which a referral for expulsion is mandated; however, the principal found that due to particular circumstances, expulsion is inappropriate:

6/7/2006    6/25/2007

8.63 - Lift of Expulsion of Student(s)

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

5/21/2001	8/1/1997	7/21/1999	6/2/1997	11/28/1998	9/23/1997
8/23/2000	2/9/1998	4/23/1996	8/21/2000	6/18/1999	4/27/2000
5/18/2001	1/14/2000	12/2/1999	10/7/1996	5/13/1997	3/1/1999
7/2/1995	9/19/1997	4/15/1997	1/13/1999		

8.64 - Renewal of the Agreement with Addiction Medicine Consultants, Inc., Redlands, California, to Provide Student Athlete Drug Testing

BE IT RESOLVED that the Board of Education approves renewing the agreement with Addiction Medicine Consultants, Inc., Redlands, California, to provide drug testing services for

student athletes, effective July 1, 2014, through June 30, 2017. Board Policy No. 5131.6, Alcohol and Other Drugs, requires drug testing of all students who participate in school sponsored athletic programs. The cost, not to exceed \$16,000.00, will be paid from Unrestricted General Fund—School Safety Entitlement, Account No. 494.

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

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

BE IT RESOLVED that the Board of Education approves renewing the cooperative agreement with the County of San Bernardino, Children and Family Services, San Bernardino, California, to provide access to the Foster Focus System database to track foster students within the County, effective July 1, 2014, through June 30, 2015. The Foster Focus System will be used to review, enter and upload educational information regarding San Bernardino County dependent children in out-of-home placement. There is no cost to the District.

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

**FACILITIES/OPERATIONS**

**Facilities Management/Maintenance and Operations**

8.66 - Amendment No. 1 to the Professional Services Agreement with HMC Architects to Provide Architectural and Engineering Services for Indian Springs High School Aquatics Facility and Stadium Improvements

BE IT RESOLVED that the Board of Education approves amending the agreement with HMC Architects to provide additional architectural and engineering services for Indian Springs High School Aquatics Facility and Stadium Improvements project. The cost, not to exceed \$302,964.00, will be paid from Funds 21, 25, or 35. 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. 1.

8.67 - Amendment No. 3 to the Agreement with Anderson Architecture for Architectural and Engineering Services for the H. Frank Dominguez Elementary School Project

BE IT RESOLVED that the Board of Education approves amending the agreement with Anderson Architecture, for architectural and engineering services at the H. Frank Dominguez

Elementary School. This amendment is needed for costs associated with the resumption of the project in 2007, and will extend the agreement through December 31, 2015. The cost, not to exceed \$23,950.00, will be paid from Funds 21, 25, 35 and 98. All other terms and conditions remain the same.

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

8.68 - Approval of Change Orders for Facilities and Maintenance & Operations Projects, 2014-2015

BE IT RESOLVED that the Board of Education approves delegation of authority to John Peukert, Assistant Superintendent, Facilities/Operations; Samer Alzubaidi, Director of Facilities Planning and Development; and Ed Norton, Director, Maintenance & Operations, to sign change orders not to exceed 10 percent of the original contract amount, for all Facilities and Maintenance & Operations projects during the 2014-2015 fiscal year.

8.69 - Correction to the Agreement with Government Financial Strategies, Inc. to Provide Consultant Services

BE IT RESOLVED that the Board of Education approves the correction to the agreement with Government Financial Strategies, Inc., to change the effective date from March 19, 2014, to February 20, 2014. All other terms and conditions remain the same.

8.70 - Notice of Completion, Bid No. F08-06, Group 2 - Mt. Vernon, Rio Vista and Roosevelt Elementary Schools Modernization Project

BE IT RESOLVED that the Board of Education authorizes filing a Notice of Completion for Bid No. F08-06, Group 2 - Mt. Vernon, Rio Vista and Roosevelt Elementary Schools Modernization Project, for the work awarded to the Contractor listed below:

General Contractor  
Harik Construction, Inc.  
Glendora, California

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

8.71 - Notice of Completion, Bid No. F13-01, for the Indian Springs High School 6<sup>th</sup> Street Improvements

BE IT RESOLVED that the Board of Education authorizes filing a Notice of Completion for Bid No. F13-01, for the Indian Springs High School 6<sup>th</sup> Street Improvements, for the work awarded to the Contractor listed below:

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General Contractor  
Principles Contracting Inc.  
Riverside, California

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

8.72 - Request to Substitute Subcontractors, Bid No. F12-05, New Construction for the Paakuma' K-8 School

BE IT RESOLVED that the Board of Education approves the request by the General Contractor, Angeles Contractor, Inc., Bid No. F12-05, New Construction for the Paakuma' K-8 School, to release its Solatube subcontractor, Suntek Roofing, from their obligation on the project, and to substitute with Cardinal Sheet Metal, Inc., pursuant to Public Contract Code Section 4107. There is no additional cost. 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 any required documents to effect said substitutions.

*Nutrition Services*

8.73 - Cafeteria Warrant Register, April 1 through April 30, 2014

BE IT RESOLVED that the Cafeteria Warrant Register, April 1 through April 30, 2014, be approved.

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

**HUMAN RESOURCES**

8.74 - Renewal of the Agreement with A2Z Educational Consultants, Hayward, California, to Provide Targeted Support and Lesson Study in English Language Arts and Mathematics at Shandin Hills Middle School

BE IT RESOLVED that the Board approves renewing the agreement with A2Z Educational Consultants, Hayward, California, to provide Targeted Support and Lesson Study in English language arts and mathematics staff development, effective July 1, through September 30, 2014. A2Z Educational Consultants Targeted Support Program provides teachers the opportunity to work with content area experts in order to maximize their knowledge of curriculum content,

standards and effective strategies in an effort to hone their skills and increase student achievement in math and English language arts. The cost for services, not to exceed \$30,000.00, will be paid from the Restricted General Fund-School Improvement Grant, New SIG, Account No. 507.

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

8.75 - Renewal of the Student Teaching Agreement with California State University, Fullerton

BE IT RESOLVED that the Board of Education approves renewing the student teaching agreement with California State University, Fullerton, effective July 1, 2014, through June 30, 2019. The District shall provide experience through practice teaching in schools and classes of the District. Such practice teaching shall be provided in such schools or classes under the supervision and instruction of teachers holding a valid credential. There is no cost to the District.

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

8.3 - Amendment No. 1 to the Agreement with the City of San Bernardino Telecommunications Division, IEMG, Channel 3, San Bernardino, California, to Videotape and Broadcast the District's Board of Education Meetings

Margaret Hill asked if the Board meetings could be televised on Channel 3. Mr. Marsden stated that he will have Linda Bardere check.

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

BE IT RESOLVED that the Board of Education approves amending the agreement with the City of San Bernardino Telecommunications Division, IEMG, Channel 3, San Bernardino, California, as approved by Board on September 10, 2013, Agenda Item No. 8.2. The agreement is being amended to increase the contract amount by \$5,000.00 to videotape and broadcast the District's Board of Education meetings for the remainder of the year, for a new aggregate amount of \$20,000.00, to be paid out of the Unrestricted General Fund-Board of Education, Account No. 066. 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.

## **SESSION NINE - Action**

### **9.0 - Action Items**

#### **9.1 - Measure T and N Bonds Citizens' Oversight Committee Membership**

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

BE IT RESOLVED that the Board of Education approves the appointment of Martha E. Rendon, Parent/PTA member, to the Measure T and N Bonds Citizens' Oversight Committee for an initial two-year term from June 3, 2014, through May 31, 2016.

#### **9.2 - Adoption of 2014-2015 Adult School Calendar**

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

BE IT RESOLVED that the Board of Education receives and accepts the 2014-2015 Adult School Calendar.

#### **9.3 - Adoption of the 2014-2015 Middle College High School Calendar**

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

BE IT RESOLVED that the Board of Education receives and accepts the 2014-2015 Middle College School Calendar.

#### **9.4 - Personnel Report #22, Dated June 3, 2014**

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

BE IT RESOLVED that the Personnel Report #22, dated June 3, 2014, be approved as presented (see page 120.4). 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.

**SESSION TEN - Closed Session**

**10.0 - Closed Session**

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

**Student Matters/Discipline**

**Conference with Labor Negotiator**

District Negotiator: Harold Vollkommer  
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**

**Public Employee Appointment**

Title: Administrator Coach of Instructional Improvement - Elementary

**Anticipated Litigation**

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

Number of Cases: Seven

**Anticipated Litigation**

(Government Code Section 54956.9(c))

Number of Cases: One

**SESSION ELEVEN – Open Session**

**11.0 - Action Reported from Closed Session**

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

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

MURRAY, TINA: Administrator Coach of Instructional Improvement (ACII), effective date, work year and salary, to be determined. Budget: Categorical.

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

BE IT RESOLVED that the Board of Education approves the Settlement Authority #SS-13-14-19, in the amount of \$17,535.75.

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

**SESSION TWELVE - Closing**

**12.0 - Adjournment**

By the affirmative vote of the members, the meeting was adjourned at 11:55 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 17, 2014, at 5:30 p.m. in the Community Room of the Board of Education Building, 777 North F Street, San Bernardino.