

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Minutes of a Regular Meeting of the Board of Education  
Community Room  
Board of Education Building  
777 North F Street  
San Bernardino, California

**MINUTES  
ADOPTED  
9/10/13**

August 6, 2013

5:30 p.m.

Present: President Barbara Flores; Vice President Michael Gallo; Board Members Margaret Hill, Judi Penman, Bobbie Perong, Lynda Savage, and Danny Tillman; Superintendent Dale Marsden; Deputy Superintendent Harold Vollkommer; Assistant Superintendents Kennon Mitchell, John Peukert, and Matty Zamora; and Fiscal Services Director Janet King. Minutes recorded by Administrative Assistant Jennifer Owens.

**SESSION ONE - Opening**

**1.0 - Opening**

**1.1 - Call to Order**

President Flores called the meeting to order at 5:30 p.m. Dr. Flores welcomed Dr. Matty Zamora, Assistant Superintendent, Educational Services, and congratulated Dr. Harold Vollkommer, Deputy Superintendent.

**1.2 - Pledge of Allegiance to the Flag**

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

**1.3 - Adoption of Agenda**

Superintendent Marsden moved Session Six item 6.1 to follow item 1.4.

Upon motion by Member Gallo, seconded by Member Tillman, and approved by the affirmative vote of Members Flores, Gallo, Hill, Penman, Perong, Savage, and Tillman (Noes: None), the agenda was approved as amended.

**1.4 – Inspirational Reading**

Barbara Flores read two inspirational passages from *Teaching Community*.

## **SESSION SIX - Administrative Presentation**

### **6.0 - Administrative Presentation**

#### **6.1 - Partnerships**

Dr. Tomas Morales, President, California State University San Bernardino (CSUSB), discussed ways the District and CSUSB are partnering to create a culture of excellence. Dr. Morales expressed his appreciation for the opportunity to serve as keynote speaker at the District Gathering for Excellence event on Friday. Partners are coming together to improve student achievement and college readiness. The District's Community Engagement Plan aligns nicely with college readiness plans.

Dr. Morales described his countywide vision for early intervention. A large number of incoming CSUSB students need remediation. Dr. Morales is seeking funding to support a college readiness partnership. Their collaboration will increase the chances for funding.

Dr. Morales stated that he is passionate about public education and would like to see universal pre-K, a fourth year of math for a high school diploma, and A-G requirements as a default curriculum. The Ford Foundation is interested in the abstract he and Dr. Marsden wrote. He is looking forward to our work ahead together.

## **SESSION TWO – Student Achievement**

### **2.0 - Student Achievement**

Dr. Marsden shared the revised Community Engagement Plan draft (see page \_\_\_\_). Danny Tillman stated that the goals are not realistic and costs aren't associated with it. Michael Gallo asked to see further refinement with intervention strategies and suggested offering credentials and national certifications. Margaret Hill recommended using growth instead of percentages for the key metrics. Bobbie Perong stated that this should be a growth model, not just percentages, and she would like to see interventions and next steps. Judi Penman stated she would like to see incentives to keep kids in school. Barbara Flores asked staff to figure out key metrics, conduct career surveys, develop plans and curriculum, and have high standards and expectations. Danny Tillman expressed his concern because five new things will be done by the employees we have now. You have to be realistic about goals with the resources we have. Lynda Savage stated that all of these strategies will support student achievement. Margaret Hill asked if principals have seen this. Dr. Marsden stated that this is a Cabinet activity. Once this is finalized, they will share it with stakeholders. He will take these comments and make changes.

President Flores moved Session Five forward on the agenda.

## **SESSION FIVE – Public Comment**

### **5.0 - Public Comment**

Bill Byrd, Christopher Briggs, Michael Tuma, and Eddie Bouchard requested to have Phillip Ayala returned to the commandant position at Cajon High School. President Flores thanked them for their remarks, but stated that the Board can't comment on personnel issues.

Abigail Medina reported that the San Geronio High School teachers enjoyed the CAG professional development. Ms. Medina stated that her kids are excited to be back in school and she liked Dr. Morales' comments about early intervention.

Valeria Dixon stated that she is elated that the District moving graduation ceremonies to Cal State San Bernardino. Crowd control is hard at the schools. This will allow more family members to attend, disability accessibility, more seating and parking, and it will be cost effective.

Richelle Capozio asked staff to consider partnering with Probation, Parole, and County Sheriff's Departments. Glen Helen inmates do most of the County's printing.

Bill Byrd reported that there were 23 school break-ins in July and stated that lighting helps deter vandalism. Gang members tag Warm Springs Elementary School. Michael Gallo reported that part of the proceeds from the General Obligation Bond will be spent for security.

Ron Fletcher asked that handouts be available for the Student Achievement discussion so members of the audience can follow along. Mr. Fletcher stated that he is happy that teachers and counselors will be brought back. Mr. Fletcher asked the Board to consider requiring teachers to live in San Bernardino. He is looking forward to getting the resident subs back.

Nancy Gutierrez, Community Outreach Coordinator for Dr. Earl R. Crane Children's Dental Health Center, presented a report of services they provide to students (see page \_\_\_\_). Next year they would like to start fluoride program and ROP programs. Dr. Marsden stated that we will work with her to schedule an opportunity to speak to principals and at the Parent Resource Center.

## **SESSION THREE - Public Hearing**

### **3.0 - Public Hearing**

#### **3.1 - K-12 Textbook and Instructional Materials Incentive Program, Tracks A, B, and C, 2013-2014**

California Education Code Section 60119 specifies that the governing boards of school districts are subject to the requirements of Education Code Section 60119 (as revised by Chapter 118,

Board of Education Minutes  
August 6, 2013

Statutes of 2005 and CCR, Title 5, Section 9531) in order to receive instructional materials funds. The governing board of each district and county office of education is required to hold an annual public hearing and adopt a resolution stating whether each pupil in the district has sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards and consistent with the content and cycles of the curriculum frameworks adopted by the state board.

The adoption of designated textbooks for each course Districtwide is an essential part of the development of an articulated, sequential, and standardized curriculum in each subject. The San Bernardino City Unified School District has an ongoing procedure whereby textbooks are continually reviewed and updated by committees that are representative of the school community. Books are reviewed for content and their match with District and State frameworks.

This Public Hearing is being held to enable additional input by parents, teachers, and members of the community, and bargaining union leaders in order to comply with Education Code 60119.

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

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

WHEREAS, the governing board of the San Bernardino City Unified School District, in order to comply with the requirements of Education Code Section 60119, held a public hearing on August 6, 2013, at 5:30 o'clock, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place and purpose of the hearing, and;

WHEREAS, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the San Bernardino City Unified School District, and;

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics
- Science
- History-social science
- English/language arts

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

THEREFORE, BE IT RESOLVED that for the 2013-2014 school year, the San Bernardino City Unified School District has provided each pupil in Tracks A, B, and C with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

3.2 - Public Disclosure of Memorandum of Understanding (Article XIV - Leaves) Between the San Bernardino City Unified School District and California School Employees Association (CSEA)

On May 15, 2013, CSEA's 610 Policy review was completed and on May 28, 2013, CSEA membership ratified the following Memorandum of Understanding (MOU) regarding Article XIV - Leaves. In addition, the MOU has been filed with 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 successor agreement(s) with the classified bargaining unit, setting forth the financial impact of the tentative collective bargaining agreement(s), 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 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 183  
May 7, 2013  
ARTICLE XIV – LEAVES**

This Memorandum of Understanding is made and entered into this 7<sup>th</sup> day of May, 2013 between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the California School Employees Association Chapter 183 (hereinafter referred to as "Association").

**IT IS HEREBY AGREED** as follows:

**Section 1--Sick Leave.**

Sick leave is the authorized absence from duty of a unit member because of illness, injury, or exposure to contagious disease that prevents the unit member from performing the duties of his/her job.

- A. Accrual of Sick Leave--Unit members (probationary and permanent) shall accrue sick leave as follows:
- (1) Full-time unit members shall accrue eight (8) hours of sick leave for each calendar month of service.
  - (2) Part-time unit members shall accrue sick leave on a pro rata basis.
  - (3) Unit members whose work year is extended as set forth in Article IX, Section 13, shall accrue sick leave for service performed during the extended period.
  - (4) New unit members of the District accrue sick leave from the first (1<sup>st</sup>) day of the month in which employed, provided their employment commences on or before the fifteenth (15<sup>th</sup>). If employment commences on or after the sixteenth (16<sup>th</sup>) day of the month, sick leave is accrued from the first (1<sup>st</sup>) day of the following month. Sick leave will be accrued to the end of the month for an employee ending his/her service with the District, provided his/her last day of work is on or after the fifteenth (15<sup>th</sup>) day of the month.
  - (5) ~~Limited term employees, other than regular, shall accrue sick leave after sixty six (66) consecutive days of service have been performed. The accrual date shall be the same as that for regular classified employees.~~ Regular employees on a limited term assignment shall continue to accrue sick leave credits as described in this section, after the sixty-sixth (66<sup>th</sup>) consecutive day of service has been performed. If the sixty-sixth (66<sup>th</sup>) day of service occurs on or before the fifteenth (15<sup>th</sup>) day of the month, sick leave shall be accrued for that month. If the sixty-sixth (66<sup>th</sup>) day of services occurs on or after the sixteenth (16<sup>th</sup>) day of the month, accrual of sick leave shall commence on the first (1<sup>st</sup>) day of the following month. ~~Regular employees on a limited term assignment shall continue to accrue sick leave credits as described in this Section.~~
  - (6) Sick leave shall not accrue during unpaid leaves of absence.
- B. Sick leave shall be administered as set forth below:

Board of Education Minutes  
August 6, 2013

- (1) A new employee of the District shall not be eligible to take more than six (6) days of sick leave, or the proportionate amount to which he/she may be entitled under this Agreement, until the first (1<sup>st</sup>) day of the calendar month after completion of six (6) months of active service with the District.
- (2) Pay for sick leave shall be at the unit member's regular base rate of pay for regularly scheduled hours of work. Such paid leave shall be granted only to the extent the unit member has accumulated sick leave available, except as provided for in Section 5 of this Article.
- (3) Unit members are required to notify their supervisors **and the district's automated substitute system** when they are to be absent for illness. **The reasons for the absence must be stated at the time of the notification.** If the absence for illness is to be longer than one (1) day, subsequent notification for each day's absence is required unless the duration of the absence can be stated at the time of the notification. If the absence is to be longer than one (1) day, the unit member shall notify his/her supervisor the day before returning so that substitutes/limited term employees, if employed, may be released.
- (4) For an absence of one (1) month or longer because of personal illness, injury, or quarantine, a physician's report will be required for each month of absence. This report is in addition to the Report of Absence **(Form Z-2)** required for each absence. The requirement that these reports be submitted monthly during an absence will continue until the unit member either returns to duty or until his/her employment is terminated. The District may, at its discretion, require the physician's report at more frequent intervals.
- (5) Sick leave of no more than the amount entitled to per year may be granted in advance of being earned. However, if a unit member leaves the service of the District, any overpayment of sick leave will be recovered by the District.
- (6) A unit member who is absent on sick leave shall not be entitled to sick-leave pay for missed overtime work.
- (7) Pregnancy, miscarriage, childbirth, or recovery therefrom is a temporary disability for which sick leave may be utilized. The date of commencement of absence from duties because of pregnancy, miscarriage childbirth, or recovery therefrom shall be determined by the unit member and the unit member's physician. The date for resumption of duties shall be determined by the unit member and the unit member's physician. The required physician's verification for the commencement of absence from duties and resumption of duties shall be based on the unit member's physical ability to perform assigned duties.

- C. Accumulation of Sick Leave--If a unit member does not use the full amount of sick leave allowed in any year, the amount not used is allowed to accumulate from year to year without limit.
- D. Within one (1) year from the date of employment, a unit member shall have all earned sick leave transferred, if requested by the unit member, subject to the following conditions:
  - (1) They have been employed by another California school district for a period of one (1) year or more.
  - (2) They were terminated for reasons other than action initiated by the employer for cause.
  - (3) Their termination with the other district has been within the past year.
  - (4) **It is solely the unit member's responsibility to request the transfer of earned sick leave from prior district's employment.**

**Section 2--Long-Term Sick Leave.**

- A. Once each fiscal year unit members shall be credited with a total of one hundred (100) days of non-accumulated sick leave.
- B. The one hundred (100) days of non-accumulated sick leave shall be paid at fifty percent (50%) of the unit member's regular rate of pay.
- C. The one hundred (100) days of non-accumulated sick leave shall commence on the first day of absence and shall run concurrently **consecutively** with accumulated sick leave provided for in Section 1 of this Article. **The district shall not deduct more than 100% of a sick day allotment during concurrent running of sick leave, i.e., a classified employee with 42 days of 100% sick leave shall have 58 days of 50% pay.** The one-half (½) pay benefit is paid after the unit member has exhausted all earned sick leave as provided for in Section 1 of this Article. **With the approval of the unit member's supervisor and At a unit member's request to** **With the approval of** Human Resources, the unit member may use earned vacation in conjunction with the one hundred (100) days of non-accumulated sick leave in order to receive full pay for the day of absence.
- D. The unit member shall be required to submit an attending physician's verification of illness and off-work order in order to receive extended sick-leave benefits. Periodic medical reports **verification** may be required during the period of extended sick-leave benefits. Receipt of benefits under this Section 2 may be conditioned upon certification of disability from a District-appointed physician.

- E. While receiving benefits as provided for in this Section 2, the unit member shall continue benefits as if he/she were in a regularly paid status.

**Section 3— Illness Verification.**

The District shall have the right to require verification for any illness leave taken under this section as a condition for granting the leave. In the case of illness, An attending physician's verification of sick leave may be required for good cause after prior notification to the unit member. Periodic medical reports verification of illness may be required during extended absence of a unit member. Unit members returning to work from illness or extended absence of more than five (5) days involving surgery, serious illness, or extended absence shall be required to present a doctor's release verifying medical permission to return to work, including any restrictions. A unit member who fails to provide the required medical verification of illness, medical disability, or injury, as stated, shall be placed in an unpaid status until such verification is received by the District. Members of the bargaining unit shall be required to submit to medical examination(s) by District-appointed physician(s), at District expense, at the discretion of the District.

**Section 4--Personal Necessity Leave.**

Unit members shall be entitled to use not more than seven (7) days of accrued sick leave during each school year in cases of personal necessity. The time used shall be deducted from and shall not exceed available sick leave to which the unit member is entitled.

- A. Unit members may use all or part of seven (7) annual personal necessity days for personal emergencies. In such cases, the unit member shall not be required to secure advance permission for personal necessity leave, but will be required to submit a District form setting forth the reasons for the leave in order to receive payment. In extraordinary circumstances, the District may grant more than seven (7) days of Personal Necessity Leave. **In extraordinary circumstances, the District may grant more than seven (7) days of personal necessity leave. The District will provide to CSEA a quarterly report of those unit members who have been granted more than seven (7) days of Personal Necessity Leave.** Personal necessity leave for emergencies shall include any of the following:

- (1) The death of a relative who is not a member of the immediate family, a close friend, a District employee or student of a District school, or the death of a member of the unit member's immediate family when the number of days of absence exceeds the limit provided in the Bereavement Leave Section of this Article.
- (2) An unforeseen crisis involving the unit member's property or the person or property of a member of the unit member's immediate family. Such unforeseen crisis must (a) be serious in nature, (b) involve circumstances the unit member

cannot disregard, and (c) require the attention of the unit member during such unit member's assigned hours of service.

- (3) An illness, including pregnancy of unit member's spouse, of a member of the unit member's immediate family as defined above, serious in nature, which, under the circumstances, the unit member cannot disregard, and which requires the attention of the unit member during such unit member's hours of service.
- (4) Imminent danger to the home of a unit member occasioned by a factor, such as a flood or fire, serious in nature, and which requires the attention of the unit member during such unit member's assigned hours of service.

B. Unit members may use ~~not more than~~ seven (7) of the seven (7) annual personal necessity days for personal business which can be transacted only during times when the unit member is required to perform services of the District. Determination of what constitutes personal business for a given individual shall be the responsibility of that unit member. The unit member using personal necessity leave for personal business shall be required to file a written statement on a District form with Classified Human Resources that such leave was not used for any of the following purposes:

- (1) Recreation.
- (2) Engaging in other employment, including self-employment, either direct or indirect.
- (3) Employee organization activity.
- (4) Work stoppage, strike, or other concerted activity directed against the District.
- (5) Any illegal activity.

A request for personal necessity leave for personal business must be submitted on a District **Classified Application for Leave** form **(HR57)** to Classified Human Resources three (3) workdays in advance of the requested leave date, except where such advance notice is not possible due to circumstances beyond the control of the unit member. No more than five percent (5%) of the unit members at a work site may use personal necessity leave for personal business on the same day.

C. In addition to the seven (7) personal necessity days set forth in Section 4(A) above, unit members shall be entitled to use a portion of their accrued and available sick leave each school year, not to exceed the amount accrued in a six (6) month period, to attend to an illness of a child, parent, spouse, or domestic partner of the employee, pursuant to "Labor Code Section 233". In no case, shall the leave available under "Labor Code 233," exceed

six (6) days. The unit member shall not be required to secure advance permission for such leave, but will be required to submit a District form, identifying such leave as “Labor Code Section 233”, setting forth the reason(s) for the leave in order to receive payment. The time used shall be deducted from and shall not exceed available sick leave to which the unit member is entitled. As used in this Section the following definition shall apply:

- a. “Child” means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in *loco parentis*.
- b. “Parent” means a biological, foster, or adoptive parent, a stepparent, or a Legal guardian.

Should Section 233 of the Labor Code be repealed, ~~the district and the union will continue the six extra days to attend a illness of a child, parent, spouse, or domestic partner.~~ this provision of the contract will ~~no longer be applicable.~~ **remain in effect for the remainder of the school year in which the provision is repealed and will no longer be applicable the subsequent school year.**

- D. ~~After any absence for Personal Necessity Leave under section A of this section the unit member shall fill out the reason for the Leave on the District HR-57 form.~~ Unit members will be subject to appropriate discipline if the personal necessity leave was used for purposes other than verified on District forms.

#### **Section 5--Critical Illness Leave.**

- A. Unit members may request up to a maximum of three (3) days' absence per year for critical illness in his/her immediate family. A critical illness is defined as one in which the patient's life is in danger and there is a possibility of death. Certification by a physician that the illness is critical in nature is required on a form provided by the District, and must be approved by the District. This form shall not be required if the illness is followed by death of the immediate family member.
- B. "Immediate family" includes father, mother, sister, brother, daughter, son, wife, husband, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, grandson, granddaughter, or any person living in the immediate household of the unit member. A unit member may request approval from the District's chief Human Resources officer or designee for leave to be used in relation to a relative not designated as immediate family. The decision of the District's chief Human Resources officer or designee shall be final.

#### **Section 6--Bereavement Leave.**

- A. Unit members shall be entitled to three (3) days of bereavement leave or five (5) days if travel out of state or more than 200 miles for grieving with family without loss of pay or

deduction from other available leaves in the event of a death of a member of the unit member's immediate family. "Immediate family" is the same as defined in Section 5 (B) of this Article. A unit member may request approval from the District's chief Human Resources officer or designee for leave to be used in relation to a relative not designated as immediate family. The decision of the District's chief Human Resources officer or designee shall be final.

- B. If a unit member becomes aware of the death of a member of their immediate family after ninety (90) days from the death of such family member, the unit member **shall be entitled to the same leave as section 6A above.** ~~may bereavement leave from the District's chief Human Resources officer or designee whose decision shall be final.~~
- C. **A unit member shall fill out the reason for the Bereavement Leave under this section on the District Classified Application for Leave (HR-57) form.**

**Section 7--Extended-Illness Absence.**

In the event of an absence of a permanent classified unit member because of non-industrial illness or accident that continued beyond all available sick leave, vacation, and any other paid leave-of-absence benefits, the following procedures shall be followed:

- A. The unit member's name shall be carried on the District's rolls in an extended-illness-absence status for a period of no more than one (1) month from the date when all of his/her paid leave-of-absence benefits are exhausted.
- B. Prior to or at any time during the one-month, extended-illness absence period, verification of the unit member's continued illness or injury may be required from the attending physician.
- C. The unit member may be returned to his/her regularly assigned duties at any time during the one-month period upon ~~certification~~ **verification** by the attending physician that the unit member is ~~physically and mentally~~ able to perform such duties as the District may require. The District may require the unit member to be released by a District-appointed physician prior to a return to regularly assigned duties.
- D. In the event that the absence of the unit member will continue beyond the one-month, extended-illness absence period, it is the unit member's responsibility to initiate a request for a leave of absence. The request should be accompanied by a recommendation of the attending physician. If granted, a leave of absence will be limited to one (1) calendar year, unless extended by the District at the unit member's request.
- E. If, at the conclusion of all leaves of absence, the unit member is still unable to assume the duties of his/her position, his/her employment shall be ~~terminated~~ **separated** and his/her name shall be placed on a ~~inactive~~ **reemployment** list for a period of 39 months.

**Section 8--Industrial Illness and Accident Leave.**

Unit members who have completed their initial probationary period, when absent from duty because of industrial illness or accident, shall be entitled to industrial illness and accident leave. ~~Unit members must have continuously served the District two (2) three (3) or more full years prior to the date of industrial injury before entitlement to industrial illness and accident leave.~~

The conditions and regulations for industrial illness and accident leave are set forth below:

- A. (See Appendix F) Any absence which is supported by an authorized doctor's certificate and which is verified by the District administering agency as qualified for Workers' Compensation is an absence payable under industrial illness and accident leave. During the period of determination by the administering agency, the payroll charge will be made to the unit member's sick-leave account. If the claim is approved, an adjustment will then be made, restoring to the unit member the sick leave previously charged from the first (1st) day of absence and a charge made in lieu thereof to industrial illness and accident leave. In the event the employee does not have sick-leave credit, appropriate payroll deductions will be made. If the claim is approved, reimbursement will then be made on the first available warrant register. Industrial illness and accident leave will commence on the first (1<sup>st</sup>) day of authorized absence.
- B. A maximum of sixty (60) workdays of industrial illness or accident leave is allowable for any one (1) illness or accident, and shall be used in lieu of entitlement to any other paid leave.
  - (1) Eligibility for industrial illness and accident leave will continue for only such period as the unit member qualified as temporarily disabled under the Workers' Compensation laws.
  - (2) An industrial illness and accident leave may overlap into the next fiscal year by no more than the amount of leave remaining at the end of the fiscal year in which the injury or illness occurred.
  - (3) Industrial illness and accident Leave shall not be accumulative from year to year, nor one accident/illness to another.
- C. Should the employee's absence due to an industrial illness or accident extend beyond sixty (60) workdays, the unit member shall be permitted to use his/her accumulated sick leave, compensatory time, vacation, or other available leaves provided for in this Agreement. In no case shall compensation, when added to temporary disability benefits, exceed the rate of compensation to which the unit member would otherwise be entitled under specific leave provisions of this Agreement.

- D. During any period a unit member has available for his/her use paid leave benefits, the District shall monitor the temporary disability benefits to assure proper retirement credit and contributions for Public Employees' Retirement System.
- E. Upon complying with District medical-release requirements and receiving District authorization to return to work, a unit member on industrial illness and accident leave shall be reinstated in a position in the same class without loss of status or benefits.
- F. Should the unit member's absence extend beyond all entitled paid leaves of absence, he/she shall be placed on an extended-illness leave in an unpaid status for a period of one (1) month from the date all of his/her paid leave-of-absence benefits are exhausted.
- G. If a unit member is not medically able to assume the duties of his/her position after all industrial illness and accident leave, sick leave, vacation, compensatory time, and extended-illness absence leave have been exhausted, his/her employment shall be ~~terminated~~ separated ~~placed in a inactive status,~~ and his/her name shall be placed on a reemployment list for a period of thirty-nine (39) months. When medically released for return to duty during the thirty-nine (39) month period, he/she shall be employed in the first (1st) vacant position in the class of his/her previous assignment over all other available candidates, except for those on a reemployment list established because of lack of work or lack of funds. A unit member who fails to accept an appropriate assignment shall be removed from the reemployment list.
- H. A unit member receiving benefits as a result of an industrial illness or accident shall, during periods of injury or illness, remain within the state of California unless the District authorized travel outside the state.
- I. For purposes of this Agreement, the term "duty" refers to all scheduled working days, including legal and District-declared holidays, on which a unit member in the bargaining unit is authorized to receive salary payments.
- J. The term "qualifying for Workers' Compensation" presupposes that an accident report has been filed according to established procedure, and that the administering agency considers the claim valid. In the event of rejection of the claim by the administering agency, industrial illness and accident leave shall not apply.

**Section 9--Jury Duty and Witness Leave.**

- A. Leave of absence for jury service shall be granted to unit members who have been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of required attendance for jury service. The unit member shall receive full pay while on leave, provided that the jury summons or court certification is filed with the District. Request for jury service leave should be made by filing the official court summons to jury service with Human Resources. The District shall deduct the jury service fee from the unit member's pay.

- B. Leave of absence to serve as a witness in a court case shall be granted a unit member when he/she has been served a subpoena to appear as a witness, not as the litigant, in the case. The length of the leave granted shall be for the number of days of required attendance in court as certified by the clerk or other authorized officer of the court. The unit member shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the School District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to Human Resources.
- C. The jury service fee and witness fee set forth in subsections "A" and "B" above do not include reimbursement for transportation expense.
- D. Unit members shall be granted reasonable clean-up and travel time prior to reporting to court. Unit members are required to return to work during any day or portion thereof in which jury duty services are not required, except when less than two (2) hours of regularly scheduled work remains.
- E. Unit members employed four (4) hours or more per day on a regular basis and who work evenings shall be granted leave under this Section 9 equivalent to that granted other unit members scheduled to work 8:00 a.m. to 4:30 p.m., i.e., an eight (8) hour employee who serves four (4) hours on jury duty is required to work four (4) hours.

**Section 10--Absence for Examination.**

A unit member, upon giving his/her immediate supervisor adequate notice, shall be eligible to participate in any employment examination conducted by the San Bernardino City Unified School District without loss of pay, provided the unit member has been notified by Human Resources that he/she is eligible to participate.

**Section 11--Military Leave.**

- A. Unit members shall be granted any military leave to which they are entitled under law as classified school employees. Time spent in military service shall be included in computations of years of service with the District. **The unit member shall be required to attach a copy of their military orders to the District Classified Application for Leave (HR-57) when requesting Military Leave.**

**Section 12--Patriotic Leave.**

- A. In the event a spouse or child, of a classified employee enlisted in the United States Armed Forces has received deployment orders to a declared combat zone where they may be harmed or killed, said unit member shall receive up to two (2) days of paid leave. These two (2) days shall not be chargeable to vacation or sick leave and shall be used prior to and /or including the date of deployment. Upon the request for leave, the unit member shall provide the District with the enlisted family member's proof of deployment orders. The unit member shall provide three (3) full business days' notice to the District Office and their site and shall follow established leave procedures.

- (1) Declared combat zone is defined as a declared war zone, a Federal Police Action, or an active combat zone in which the President or Congress authorizes the use of deadly force.

**Section 13--Quarantine.**

A unit member shall be paid his/her regular salary for any period during which his/her place of employment is closed because of quarantine, epidemic, or other conditions involving the health or safety of employees, provided that the unit member is ready, willing, and able to perform his/her customary or other reasonable and suitable duties.

**Section 14--Short-Term Leave Without Pay (Personal Business).**

Unit members may be granted a short-term leave of absence without pay for reasons satisfactory to the District. If granted, the leave shall not exceed five (5) consecutive workdays during any one (1) school year.

**Section 15--Family Leave.**

Unit members employed by the District more than one (1) year shall be granted not more than twelve (12) weeks of unpaid family leave within twelve (12) months as set forth in the following conditions:

- A. Family leave may only be used for the birth, adoption, or serious illness of a child, or to care for a parent or spouse who has a serious illness.
- B. The District may require verification of the necessity of the leave.
- C. All available vacation leave must be used prior to family leave.
- D. The unit member must give as much advance notice as possible.
- E. Unit member's group health benefits as provided for in Article XII, Section 1, shall be maintained during approved family leave. If the unit member fails to return to work at the expiration of family leave, the unit member shall reimburse the District for all health benefits paid during the family leave. To maintain group dental and life insurance benefits during family leave, the unit member must pay the cost of premiums.
- F. At the conclusion of family leave, the unit member will return to the same or comparable position without loss of hours or seniority.

**Section 16--Leave of Absence.**

A leave of absence without pay in excess of five (5) consecutive days may be granted as follows:

- A. For valid reasons, a request for a leave of absence without pay may be granted to a permanent unit member. A leave of absence shall not normally exceed one (1) calendar

year, and shall be subject to the approval of the immediate supervisor, Human Resources, and the Board of Education.

- B. The failure of a unit member to return to work or to report for reassignment at the expiration of leave of absence shall be considered as equivalent to a resignation. A leave of absence may be revoked upon the recommendation of Human Resources and approval of the Board of Education.
- C. An application for leave of absence shall indicate the beginning and ending dates of the requested leave and the reasons for the request, and shall be submitted to Human Resources at least two (2) weeks prior to the effective date of the leave.
- D. Time spent on personal leave of absence shall not count toward seniority, salary increments, or accumulation of vacation. The granting of a leave of absence without pay for a period of ~~six (6)~~ **three (3)** months or more gives the unit member the right to return to his/her classification at the expiration of his/her leave of absence, provided that he/she is physically and legally capable of performing the duties.
- E. If a personal leave of absence is for a period of less than ~~six (6)~~ **three (3)** months, or if a combination of extended-illness absence leave and personal leave of absence is for a period of less than ~~six (6)~~ **three (3)** months, the unit member shall have a right to return to his/her position at the expiration of the leave of absence.
- F. A unit member whose work year has been extended may apply to the District for a leave of absence for the period of time he/she would have been off work for the first (1<sup>st</sup>) year following job reclassification.

**Section 17--Vacation.**

Unit members, employed as regular classified employees of the District, shall receive paid vacation as provided for in this Section 16.

- A. Vacation credit for full-time, twelve-month unit members shall be earned on the following basis:

<u>Years of Service</u>	<u>Days of Vacation</u>	<u>Monthly Accrual</u>
1 through 2	10	.83
3 through 4	12	1.00
5 through 11	15	1.23
12 through 17	17	1.42
18	18	1.50
19	19	1.58
20	20	1.67
22	22	1.83
25	25	2.08

- (1) Unit members regularly employed nine, ten, and eleven months per year shall earn vacation credit on a prorated basis.
  - (2) Vacation credit shall not be earned and become a vested right until completion of the initial six (6) months of employment.
  - (3) Vacation credit shall not be earned while a unit member is in an unpaid status.
  - (4) Unit members whose work year is extended as set forth in Article IX, Section 13, shall accrue vacation credit for service performed during the extended period.
- B. **Full-time All twelve (12) month** unit members shall be allowed to carry-over up to a total of ten (10) vacation days into the next fiscal year. Any days in excess of five (5) vacation carry-over days at the end of the school year shall be transferred into the employee's sick leave account.
- (1) With the approval of the immediate supervisor and the District's Chief Human Resources Officer or designee, a unit member may carry over more than ten (10) days **five (5) unused vacation days**, but not to exceed a total accumulation of twenty-five (25) **fifteen (15)** days.
  - (2) If a unit member has been prevented from using vacation credit as a result of the needs of the District, the District shall pay for all of the unit member's accumulated vacation in excess of the maximum accumulation.
- C. Vacation leave shall be arranged in advance with the immediate supervisor consistent with the needs of the District **on a standardized form.**
- (1) **For organizational planning purposes, within the first thirty (30) days of the school year, all unit members will submit to their immediate supervisor a tentative vacation calendar for the school year. All specific requests for vacation must be submitted on a district approved form the standardized form (referenced above) not less than ten (10) work days prior to the first day of the requested vacation time. The supervisor of the unit member requesting the vacation time will respond to the unit member on the district-approved standardized form within five (5) work days of receipt of the vacation request form. If the request is denied the supervisor will provide written reason for denial of the request. A supervisor may approve a vacation request which is submitted less than ten (10) work days prior to the first day of the requested vacation time.**
  - (2) With the approval of the unit member's supervisor and Human Resources, the unit member may use the current year's vacation earnings, even though they have not

yet been earned. If the unit member terminates District employment prior to earning the vacation used, the unearned vacation shall be deducted from the unit member's final check.

- (3) Fractional days of vacation leave may be granted in not less than one-half (1/2) hour increments.
- (4) Vacation leave is exclusive of regularly assigned days off and holidays set forth in Article X.
- (5) **Whenever possible and practicable, work calendars for nine, ten, and eleven month unit members will avoid scheduled work time during Winter Recess and Spring Break.**  
~~Nine-, ten-, and eleven-month unit members shall be required to be on vacation during the Christmas and Spring Recess periods unless otherwise approved by Human Resources. This section will only apply if these days are a part of the unit member's approved work year or the days are identified as W/T (work/training) days.~~
- (6) 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.
- ~~(7) The District may require a unit member to use vacation when the unit member's work site is closed. In lieu of vacation, the unit member may apply for other leaves provided for in Article XIV.~~
- (7) **Once scheduled and approved, the unit member may cancel or rescind their vacation day(s) with notification to their immediate supervisor and the automated substitute system no less than twelve (12) hours prior to the start of their scheduled shift.**

D. Separation, Termination, Reduction in Work Year.

- (1) Upon separation from service, a unit member shall be entitled to lump-sum compensation for all earned and unused vacation, except that a unit member who has not completed six (6) months of employment in a regular status shall not be entitled to such compensation.
- (2) If a unit member is terminated and had been granted vacation which was not earned at the time of termination of his/her services, the District shall deduct from the unit member's severance check the full amount of salary which was paid for such unearned days of vacation taken.

- (3) Twelve-month unit members who are transferred, promoted, or demoted to nine-, ten-, or eleven-month positions shall be entitled to lump-sum compensation for all earned and unused vacation remaining at the end of the school year.

E. Interruption or Termination of Vacation Leave.

- (1) A permanent classified unit member may interrupt or terminate paid vacation leave in order to begin another type of paid leave without return to active service, provided that approval is granted by Human Resources.
- (2) A permanent classified unit member who becomes ill, injured, or quarantined while on paid vacation is entitled to change that portion of his/her vacation to sick leave, provided that:
  - (a) Attendance of a physician was required.
  - (b) Proof of illness, injury, or quarantine is furnished by the physician.
  - (c) The unit member was incapacitated to perform his/her duties.
  - (d) The unit member has sick leave available.
- (3) Vacation leave may be postponed or rescheduled by the unit member if he/she is on a leave due to illness or injury. If rescheduled, the leave must be arranged with the immediate supervisor based upon available vacation dates.

**Section 18--Catastrophic Leave.**

Unit members may donate accumulated sick-leave days to another unit member absent due to a non-industrial catastrophic illness or injury. The conditions for this leave are as follows:

- A. The unit member must be absent from work due to a verified non-industrial catastrophic illness or injury.
- B. The unit member must have exhausted all paid benefits set forth in this Article XIV.
- C. Other unit members may make an irrevocable contribution of accumulated sick leave. The contributions by individual unit members shall be in eight (8) hour increments and shall not exceed a maximum contribution of twenty-four (24) hours to a unit member eligible for catastrophic leave.
- D. The District must determine that the unit member who has applied for catastrophic leave is unable to work due to a catastrophic illness or injury.

- E. Catastrophic leave shall not exceed thirty (30) consecutive workdays.
- F. While on catastrophic leave, the unit member shall not continue to earn additional sick leave, long-term sick leave, or vacation benefits.

**Section 19--Funeral Leave.**

The District may grant unit members paid funeral leave. The conditions for this leave are as follows:

- A. The leave shall be for not more than two (2) hours.
- B. The employee must get prior approval from the supervisor.
- C. Such approval may be granted when such absence will not seriously disrupt District services.
- D. This leave will not be granted in addition to, or in conjunction with, leaves granted as a result of a death in the employee's immediate family.
- E. The supervisor may require verification of attendance at a funeral.

It is recommended that the Board of Education approve the Memorandum of Understanding (Article XIV – Leaves) between the San Bernardino City Unified School District and California School Employees Association Chapter 183.

President Flores opened the Public Hearing and asked if anyone wished to comment. Margaret Hill and Judi Penman asked for clarification on two sections. Hearing no further response, Dr. Flores closed the Public Hearing.

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

BE IT RESOLVED that the Board of Education approves the Memorandum of Understanding (Article XIV - Leaves) between the San Bernardino City Unified School District and California School Employees Association Chapter 183.

**3.3 - Public Disclosure of Memorandum of Understanding (Five Percent Salary Reduction) Between the San Bernardino City Unified School District and San Bernardino School Police Officers Association (SBSPOA)**

On July 15, 2013, the San Bernardino School Police Officers Association (SBSPOA) membership ratified the following Memorandum of Understanding (MOU) regarding 5% Salary Reduction for the 2012-13 school year.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT AND  
SAN BERNARDINO SCHOOL POLICE OFFICERS ASSOCIATION (SBSPOA)**

**5% Salary Reduction**

This Memorandum of Understanding (MOU) is made and entered into this 2<sup>nd</sup> day of July, 2013, between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the SAN BERNARDINO SCHOOL POLICE OFFICERS ASSOCIATION (hereinafter referred to SBSPOA).

The District and SBSPOA agree to the following:

As part of the budget reduction plan approved by the Board of Education on February 21, 2012, SBSPOA was asked to maintain the 5% salary cut that was in place in prior years. In order to accomplish this, unit members will maintain a 3.48% salary reduction for the 2012-13 fiscal year retroactive to July 1, 2012. In exchange for this salary reduction, unit members will be afforded nine (9) furlough days. Due to the varying schedules of the District's school police officers and a desire to maintain equity among all unit members, the furlough days will be equivalent to seventy-two (72) work hours.

The balance of the 5% reduction will be borne by SBSPOA via salary savings realized through vacant school police officer positions during the 2012-2013 fiscal year.

Unused furlough days/hours may be carried over into the 2013-14 fiscal year without further loss of compensation.

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

Dated this 2<sup>nd</sup> day of July 2013 at San Bernardino, California

It is recommended that the Board of Education approve the Memorandum of Understanding (Five Percent [5%] Salary Reduction) between the San Bernardino City Unified School District and San Bernardino School Police Officers Association (SBSPOA).

President Flores opened the Public Hearing and asked if anyone wished to comment. Judi Penman asked how long they have taken the cut. Harold Vollkommer reported that they entered into the agreement three years ago. No one could find the documentation so they agreed to renegotiate. Hearing no further response, Dr. Flores closed the Public Hearing.

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

BE IT RESOLVED that the Board of Education approves the Memorandum of Understanding (Five Percent Salary Reduction) between the San Bernardino City Unified School District and San Bernardino School Police Officers Association.

#### **SESSION FOUR - Reports and Comments**

##### **4.0 - Reports and Comments**

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

Rebecca Harper welcomed Matty Zamora and congratulated Harold Vollkommer. She is looking forward to this year and hopes to get issues resolved. She will provide a QEIA report on August 20.

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

No report was given.

##### **4.3 - Report by Communications Workers of America**

Ron Fletcher gave a report on the use of substitute teachers. At the end of the 2012-13 school year, there were 830 active substitute teachers and they had filled approximately 51,424 subbing positions. Danny Tillman thanked Mr. Fletcher for the role he plays as a union leader. He provides a great service.

##### **4.4 - Report by San Bernardino School Police Officers Association**

No report was given.

##### **4.5 - Report by San Bernardino School Managers**

No report was given.

##### **4.6 - Comments by Board Members**

Danny Tillman stated that it is good to see a list of programs and employees we are bringing back. Mr. Tillman thanked staff for their work on this.

Board of Education Minutes  
August 6, 2013

Michael Gallo reported that the students that participated in the summer graduation were motivated and had high expectations. Mr. Gallo reported that Technical Employment Training received two stereo lithography machines and they want to bring training to the District. He is working with the co-founder to place these machines in schools.

Margaret Hill reported she attended the summer graduation, District Gathering for Excellence Event, a workshop provided by Supervisor Josie Gonzales, Life Changing Ministry Church, M&O Career Day, and the anchor launch at Pacific High School. Mrs. Hill asked parents to be proactive and check on their children. We would like 0% suspension and expulsion rates this year.

Bobbie Perong congratulated the schools that started and thanked staff because opening day went smoothly. Mrs. Perong told Val Dixon she is glad we are looking into this. Mrs. Perong expressed her support of CAG institutes and training parents about the importance of dental health. Mrs. Perong welcomed Dr. Zamora and congratulated Dr. Vollkommer.

Judi Penman told parents not to feel guilty about checking on their children because it is their job. Mrs. Penman announced that a Route 66 event will be held at the San Manuel Stadium, September 20 and 21, 2013.

Barbara Flores thanked Abigail Medina and Bobbie Perong for their comments on CAG training and requested an update on the GATE program. Dr. Flores announced that the Board believes in teachers and she wants to reduce class size further. Dr. Flores reported that she attended a common core workshop and recommended inviting Robert Linqanti from WestEd to the District to provide English learner professional development.

#### 4.7 - Comments by Superintendent and Staff Members

Dale Marsden stated that he is excited about the District's partnership with Cal State San Bernardino. A lot of groundwork is being laid. Yesterday was the first day of school for those on a traditional calendar and he visited the four new schools. At the District Gathering for Excellence Event on Friday, Cajon High School student Lou Chen spoke regarding student voice and San Gorgonio High School graduate Celine Blakely sang *It's a New Day*. Last Wednesday, 60 Lytle Creek Elementary School students visited the M&O Department for our first Student Trades Expo. He met with Jan Corea from CAFE on how they will be a supporter as we become a bilingual district. During the summer graduation, 160 students received their high school diploma.

Harold Vollkommer reported that 51 schools have a health aide, some positions are vacant, and six have a school nursing assistant. We are working with principals on a staffing formula. All schools will have an office assistant/health aide. Kennon Mitchell reported that school nurses oversee all insulin shots. Dr. Vollkommer stated that Health Services Coordinator Angela Jones trained the office staff in case of an emergency.

4.8 - Book Study—*The Speed of Trust—You Can Do Something About This!*

Board members and the Superintendent discussed the five waves of trust. The next step will be to read pages 41 through 58.

**SESSION SEVEN - Administrative Reports**

**7.0 - Administrative Reports**

7.1 - Follow Up on Requests and Questions from Board and Community Members, as of July 31, 2013

	Date of Request	Question/Request	Requested by	Assigned to	Anticipated Completion Date	Status/Remarks/Action
1	7/2/13	His year-old issue has not been resolved.	Carl Greenwood	Dr. Vollkommer	8/4/13	Response provided in Confidential BC. <b>Completed.</b>
2	7/2/13	What is the status of the Equity and Targeted Student Achievement Department now that the director has left.	Roxanne Williams	Educational Services	8/4/13	Recruitment for the Director position has begun. <b>Completed.</b>
3	7/2/13	Data on student achievement should be shared with the public.	Lori Caruthers	Educational Services	8/4/13	<b>Completed.</b>
4	7/2/13	Find a strategy to help low-achieving students.	Valeria Dixon	Educational Services	8/20/13	Board will receive a Board Correspondence on this topic.
5	6/4/13	Is it true that PERS may increase employee contributions by 50%?	Roxanne Williams	Mrs. King	8/4/13	For employees reenrolled in PERS prior to 1/1/13, the rate remains unchanged at 7.0%. For employees enrolled on 1/1/13 and after, the rate is 6.0%. <b>Completed.</b>

Board of Education Minutes  
August 6, 2013

	Date of Request	Question/Request	Requested by	Assigned to	Anticipated Completion Date	Status/Remarks/Action
6	5/7/13	Has concerns about her children being bullied.	Ernesta Boykins	Dr. Vollkommer	8/20//13	Response provided in Confidential BC. <b>Completed.</b>
7	5/7/13	Has concerns about the lack of creative arts focus at Salinas Elementary School.	Cynthia Quesada Mrs. Hill	Dr. Vollkommer	8/4//13	Response provided in Confidential BC. <b>Completed.</b>
8	4/17/13 7/2/13	Consider a later start time for teenage students.	Ron Fletcher Dr. Hill Stephen Gianni	Dr. Vollkommer	8/4/13	Will be built into the work of the action planning team. <b>Completed.</b>
9	4/17/13	Expressed concern that a Cajon High School staff member verbally and racially harassed her son.	Nikky Frazier	Dr. Vollkommer	8/4/13	Response provided in Confidential BC. <b>Completed.</b>
10	4/17/13	Expressed concern of how she and her granddaughter were treated by Cajon High School staff.	Shonda Gilchrist	Dr. Vollkommer	8/4/13	Response provided in Confidential BC. <b>Completed.</b>
11	2/19/13 3/5/13	Expressed concern of Belvedere administrators' intimidation of staff.	Aurora McElroy Lourdes Hauchbaum Erika Guerrero	Dr. Vollkommer	8/20/13	Response provided in Confidential BC. <b>Completed.</b>
12	2/5/13 7/2/13	Consider installing video cameras in all classrooms.	Richelle Capozio Stephen Gianni	Dr. Vollkommer	8/20/13	Staff will work with SBTA to examine possibilities.
<b>EDUCATIONAL SERVICES</b>						
1	4/17/13	Can the District offer CAFE's Project to Aspire program for parents?	Dr. Flores	Educational Services staff	8/20/13	Staff will conduct a review of the program to make a next step determination.
2	3/19/13	Show the alignment of benchmark 3 with CST performance.	Mr. Gallo	Educational Services staff	Summer 2013	Staff will conduct an evaluation upon release of official 2013

Board of Education Minutes  
August 6, 2013

	Date of Request	Question/Request	Requested by	Assigned to	Anticipated Completion Date	Status/Remarks/Action
						CST scores.
3	3/19/13	Review the Rodriguez PREP Academy entrance requirements policy.	Mr. Gallo Mr. Tillman	Educational Services staff	8/20/13	Draft will be discussed at a Policy Committee meeting.
4	1/22/13	Expand Richardson PREP HI enrollment policy so all students living in District boundaries are eligible for the lottery.	Mr. Tillman	Educational Services staff	8/20/13	Draft will be discussed at a Policy Committee meeting.
<b>STUDENT SERVICES – DR. MITCHELL</b>						
1	4/2/13	Prepare a resolution to support homeless students.	Board Consensus	Dr. Mitchell	9/10/13	In progress.
2	5/21/13 4/2/13	Revisit the Bullying Policy. Include a discipline policy for next Policy Committee meeting.	Dr. Flores Mr. Gallo	Dr. Mitchell	9/10/13	Policy Committee meeting scheduled for 8/20/13.
<b>BUSINESS SERVICES – DR. SAUL</b>						
1	6/4/13	Provide a list of vacant positions, the dollar amount that represents, less the cost of subs.	Mr. Tillman	Mrs. King Dr. Saul	9/13	Board will receive a Board Correspondence on this topic.
2	2/5/13	Have a workshop on School Services' report.	Mrs. Savage	Dr. Saul	9/17/13	Tentatively scheduled for 9/17/13 Board meeting.
3	1/22/13	Contract with an agency to conduct a program evaluation.	Mrs. Penman	Mrs. King Dr. Saul	9/13	Cabinet is completing an analysis.
<b>HUMAN RESOURCES – DR. VOLLKOMMER</b>						
1	7/23/13	Look into matter regarding Mr. Philip Ayala (termination with District)	Dr. Flores	Dr. Vollkommer	8/20/13	In progress.
2	3/5/13	Agendize Personnel Commission to find a way to fill positions. Have many positions	Mr. Gallo Mrs. Perong Mr. Tillman	Dr. Vollkommer		Date to be determined.

Board of Education Minutes  
August 6, 2013

	Date of Request	Question/Request	Requested by	Assigned to	Anticipated Completion Date	Status/Remarks/Action
		are vacant and not backfilled?				
3	1/8/13	Train teachers in peer tutoring, possibly with Ed Equity.	Mrs. Perong	Dr. Vollkommer	8/4/13	Will be built into CEP Action Plan. <b>Completed.</b>
<b>FACILITIES/OPERATIONS – MR. PEUKERT</b>						
1	7/23/13	Why are we not using local preference when going out for vendors? Change Ed. Code	Mrs. Hill	John Peukert	8/20/13	In Progress.
<b>SUPERINTENDENT – DR. MARSDEN</b>						
1	6/4/13	Ask Jim Davenport to give a Board presentation on lobbying.	Mr. Gallo Mrs. Hill Mrs. Penman	Dr. Marsden		Date to be determined.
2	5/21/13	Keep the ABE program at Rio Vista.	Maria Tapia Sandra Martinez	Dr. Marsden	8/20/13	In progress.
3	4/2/13	Tell legislators that support charter schools they need to offer them a funding source to address cash flow problems.	Mr. Tillman	Dr. Marsden	8/20/13	Will share information with our state lobbyists.

7.2 - Amendment to Board Policy 3350 Travel Expenses, (Second Reading)

**San Bernardino City USD  
Board Policy  
Travel Expenses**

**BP 3350  
Business and Noninstructional Operations**

The Superintendent or designee may approve employee requests to attend meetings in accordance with the adopted budget.

Expenses shall be reimbursed within limits approved by the Board of Education. The Superintendent or designee shall establish procedures for the submission and verification of expense claims. He/she may authorize an advance of funds to cover necessary expenses.

### Mileage Reimbursement and Cellular Telephone Allowance

The Board may establish an allowance on either a mileage (variable) or monthly (fixed) basis to reimburse authorized permanent employees for the use of their own vehicles in the performance of assigned duties. Substitute employees may not be reimbursed for mileage.

Permanent employees of the district, in order to perform the duties of their position must use their private vehicles for district business. It is also necessary for permanent employees, (i.e., Principals and Directors and certain other positions or persons with safety related duties), as approved by the Superintendent, to have access to a cellular telephone in support of their site or department responsibilities. In order to compensate employees for district use of personal vehicles and/or personal cellular telephones, it is the policy of the Board to designate the Fiscal Services Director to administer a program for automobile mileage reimbursement and cellular telephone allowance (included in taxable income) to eligible employees and to adjust the rates as needed. In the case of automobile mileage reimbursement, adjustments shall be made to comply with the IRS rate. In the case of cellular telephone allowance, adjustment shall be made as needed following prior year expenditure review and actual expenditures are the responsibility of the employee.

### Staff Inservice and Business Expense

The Board will pay all the actual and necessary expenses of the district employees incurred in the course of performing services for the district, and that the Board hereby delegates to the district Superintendent the authority to approve such claims.

All out-of-state travel for which reimbursement will be claimed shall have prior Superintendent approval *or his designee, includes Site Administrators i.e., Site Principals and Directors*. Travel expenses not previously budgeted also shall be approved on an individual basis by the Superintendent.

Authorized employees may use district credit cards for authorized purchases while attending to district business. Under no circumstances may personal expenses or alcoholic beverages be charged on district credit cards.

This policy supersedes all previous policies of the Board and any or all policies, administrative regulations or practices in conflict with this policy are void.

### Legal Reference:

EDUCATION CODE

44016 Travel expense

44032 Travel expense payment

44033 Automobile allowance

44802 Student teacher's travel expense

Board of Education Minutes  
August 6, 2013

Policy SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
adopted: October 16, 2007 San Bernardino, California

### **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.

No items were held for later discussion.

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

#### **SUPERINTENDENT**

#### **8.1 - Agreement with Malachied, Inc., DBA The Breakthrough Coach, Ponte Vedra, Florida, to Provide Management Development Program for District Administrators and their Secretaries**

BE IT RESOLVED that the Board of Education approves entering into agreement with Malachied, Inc., DBA The Breakthrough Coach, Ponte Vedra, Florida, to provide a two-day management development program to a team of 50 District administrators and their secretaries, effective October 24, 2013, through October 30, 2014. The services will include 12 months of program support materials for each team in attendance including DVDs, scheduling workbook, curriculum guide, executive summary podcast, podcast support series and access to The Breakthrough Coach materials through their website. The cost for services, not to exceed \$20,000.00, will be paid from Unrestricted General Fund – Strategic Planning Program, Account No. 094.

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

#### **8.2 - Facilities Use Agreement with California State University San Bernardino, California, for Use of the Coussoulis Arena for the Superintendent's District-wide Event**

BE IT RESOLVED that the Board of Education ratifies entering into a facilities use agreement with California State University, San Bernardino, California, for rental of the Coussoulis Arena for the annual Gathering for Excellence event on August 2, 2013. The Gathering for Excellence is an annual event hosted by the Superintendent for the entire District personnel. The cost for

services, not to exceed \$12,502.00, will be paid from Unrestricted General Fund – Strategic Planning Program, Account No. 094.

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

**BUSINESS SERVICES DIVISION**

8.3 - Acceptance of Gifts and Donations to the District

BE IT RESOLVED that the Board of Education acknowledges receipt of \$250.00, Okapi Architecture, Inc., La Canada, California; \$500.00, Rotary Club of San Bernardino, San Bernardino, California; Gift Certificates with the total value of \$298.00, Baker’s Burgers, San Bernardino, California; Gift Certificates with the total value of \$100.00, Stater Bros, San Bernardino, California; \$325.00, Goodwill Industries of So. CA, Inc., Los Angeles, California; \$400.00 cash and \$240.00 in Gift Certificates with the total value of \$640.00, Big Z Towing, San Bernardino, California.

8.4 - Amendment to Board Resolution of July 23, 2013, Agenda Item 9.7 Business and Inservice Meetings

BE IT RESOLVED that the Board of Education approves amending the Board Resolution of July 23, 2013 Agenda Item 9.7, Business and Inservice Meetings, the attendance and participation of the following individuals in scheduled business and inservice meetings. This amendment is to change the name of the attendee from Pieter Nystrom, to La Rae Leion. All other terms and conditions remain the same

La Rae Leion  
(Board Representative,  
Our Lady of the Assumption)

To attend the 2013 Singapore Math Strategies conference in Las Vegas, Nevada from July 15, through July 19, 2013. Total cost, including meals and registration per District guidelines, not to exceed \$9,200.00, will be paid from Categorical Programs Account No. 536.

To be paid a four-day stipend at \$75.00 per day for attending the 2013 Singapore Math Strategies Conference in Las Vegas, Nevada from July 15, through July 19, 2013. The total stipend for all attendees, not to exceed \$2,400.00, will be paid from Categorical Programs Account No. 536.

8.5 - Commercial Warrant Registers for Period from July 1, 2013 through July 15, 2013

BE IT RESOLVED that the Commercial Warrant Register for period from July 1, through July 15, 2013, 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.

8.6 - Establish Student Body Association at Dr. Mildred Henry Elementary School

BE IT RESOLVED that the Board of Education approves organization of a Student Body Association at Dr. Mildred Henry Elementary effective Fiscal Year 2013-14 in the San Bernardino City Unified School District.

8.7 - Federal/State/Local District Budgets and Revisions

BE IT RESOLVED that the Board of Education approves the addition of \$34,320.00 in the budgeting of expenditures for the unrestricted program, School Police (079).

BE IT FURTHER RESOLVED that the Board of Education approves the addition of \$135,150.00 in the budgeting of revenues and expenditures for the restricted program, California Partnership Academies Program: Clean Technology and Renewable Energy (SBX1 1) (495).

8.8 - Mileage and Cell Phone Amounts, Fiscal Year 2013-2014

BE IT RESOLVED that the Board of Education ratifies the fixed mileage rate, variable mileage rate, and cell phone payment at the following not-to-exceed amounts for the 2013-2014 fiscal year:

Fixed Monthly Certificated Mileage	\$10,000.00
Fixed Monthly Classified Mileage	\$ 2,500.00
Variable Mileage Rate	\$ .565
Cell Phone	\$ 5,500.00

8.9 - 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, 2013, through June 30, 2014. 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.

#### 8.10 - Sale of Used District Salvage Vehicles and Equipment

BE IT RESOLVED that in accordance with California Education Code Section 17545, the Board of Education declare the following items as surplus to District needs and unsatisfactory or no longer suitable for school use: List of District Salvage Vehicles and Equipment dated July 19, 2013, and the District shall give notice of the sale.

BE IT ALSO RESOLVED that the District conducts an off-site auction sale by means of current agreement with The Liquidation Company, Fontana, California, to provide auction services for the sale of District surplus as stated above. Payment to be made to The Liquidation Company, Fontana, California, in the amount of thirty-five percent (35%) of the total gross sales, less sales tax, for auctions conducted at The Liquidation Company's Fontana facility. Proceeds from the auction shall be deposited into the Unrestricted General Fund.

BE IT FURTHER RESOLVED that Debra Love, Director of Purchasing, and Bruce Coonrod, Buyer, each be authorized to sign California Department of Motor Vehicles documents on behalf of the Board of Education, for the purpose of transfer of title.

#### 8.11 - Signature Authorization – Business Services Division

BE IT RESOLVED that the Board of Education approves delegating signature authority for David Moyes, Supervisor, Accounts Payable to sign any documents, reports and financial forms, specifically on the following District documents and related materials on behalf of the Board of Education effective August 7, 2013:

Interfund Transfers

### **EDUCATIONAL SERVICES**

#### 8.12 - Acceptance of the Special Education Memorandum of Understanding from the Center for Learning and Unlimited Educational Success

BE IT RESOLVED that the Board of Education accepts the Special Education Memorandum of Understanding between the District and the Center for Learning and Unlimited Educational Success for Special Education services.

8.13 - Renewal of the Agreement with Youth Action Project, San Bernardino, California, to Facilitate Advisory Classes at Indian Springs High School

BE IT RESOLVED that the Board of Education approves renewing the agreement with Youth Action Project (YAP), San Bernardino, California, to facilitate the PACK Advisory classes for students, effective August 7, 2013, through May 23, 2014. The purpose of the classes is to engage at-risk 9<sup>th</sup> grade students in activities to gain interest in health career pathways. The classes will develop the students' academic and career understandings on how health careers are growing in the local community. The cost for services, not to exceed \$30,000.00, will be paid from Restricted General Fund – Elementary Secondary Education Act - Title 1, Account No. 501.

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

8.14 - Retention of Student

BE IT RESOLVED that the Board of Education accepts and adopts the recommendation and the findings of Educational Services, based on a review of student work, assessments, portfolios, report cards, and cumulative records and denies the Parent Appeals for the following student whose birth date is listed below in accordance with Board Policy and in compliance with Education Code Section 48070.5 (a), (b), (c), (1), (2), (j):

06/03/2006

**STUDENT SERVICES**

**Alternative Programs**

8.15 - STAR at Anderson Community Day School

BE IT RESOLVED that the Board of Education certifies that satisfactory alternative facilities are not available for the District's elementary community day school and approves Marshall Elementary School to house the elementary community day school program for the 2013-2014 school year.

**CAPS**

8.16 - Amendment No. 1 to the Agreement with Boys & Girls Clubs of San Bernardino, California, to Provide Management and Supervision for Before- and After-School Programs

BE IT RESOLVED that the Board of Education approves amending the agreement with Boys & Girls Clubs of San Bernardino, California, approved by the Board on June 4, 2013, Agenda Item

7.59. This amendment is necessary to include Roosevelt Elementary School and to increase the contract amount by \$139,045.00 for an aggregate contract amount not to exceed \$712,872.00. The additional fee will be paid from Restricted General Fund – After School Education and Safety Program, Account No. 459. 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.

8.17 - Amendment No. 1 to the Agreement with Project Life Impact, San Bernardino, California, to Provide After-School Programs

BE IT RESOLVED that the Board of Education approves amending the agreement with Project Life Impact, San Bernardino, California, approved by Board on July 2, 2013, Agenda Item 6.60. This amendment is necessary to include Lankershim and Warm Springs Elementary Schools to the afterschool and sunrise programs, and to increase the contract amount by \$134,993.00 for an aggregate contract amount not to exceed \$363,629.00. The additional fee will be paid from Restricted General Fund – After School Education and Safety Program, Account No. 459. 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.

**Categorical Programs**

8.18 - Agreement with Catapult Learning, LLC, Camden, New Jersey, to Provide Professional Development Services to Teachers at Aquinas High School

BE IT RESOLVED that the Board of Education approves entering into an agreement with Catapult Learning, LLC, Camden, New Jersey, to provide professional development services to teachers and staff of Aquinas High School, effective August 7, 2013, through February 14, 2014. The workshops topics will include The Soft Skills of Leadership, Self-Reflection and Goal Setting, Leading for the Common Core and Common Core English Language Arts (ELA). The cost for services, not to exceed \$1,743.00, will be paid from the Restricted General Fund – Title II, Part A, (Teacher Quality), Account No. 536.

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

8.19 - Agreement with Catapult Learning, LLC, Camden, New Jersey, to Provide Professional Development Services to Teachers at Holy Rosary Academy

BE IT RESOLVED that the Board of Education approves entering into an agreement with Catapult Learning, LLC, Camden, New Jersey, to provide professional development services to

teachers and staff of Holy Rosary Academy, effective August 7, 2013, through February 14, 2014. The workshops topics will include The Soft Skills of Leadership, Self-Reflection and Goal Setting, Leading for the Common Core and Common Core English Language Arts (ELA). The cost for services, not to exceed \$1,743.00, will be paid from Restricted General Fund – Title II, Part A, (Teacher Quality), Account No. 536.

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

8.20 - Renewal of the Agreement with Catapult Learning, LLC, Camden, New Jersey, to Provide Professional Development Services to Teachers at Our Lady of the Assumption School

BE IT RESOLVED that the Board of Education approves renewing the agreement with Catapult Learning, LLC, Camden, New Jersey, to provide professional development services to the teachers and staff of Our Lady of the Assumption School, effective August 7, 2013, through February 14, 2014. The workshops topics will include The Soft Skills of Leadership, Self-Reflection and Goal Setting, Leading for the Common Core and Common Core English Language Arts (ELA). The cost for services, not to exceed \$1,743.00, will be paid from Restricted General Fund – Title II, Part A, (Teacher Quality), Account No. 536.

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 Catapult Learning, LLC, Camden, New Jersey, to Provide Professional Development Services to Teachers at St. Adelaide School

BE IT RESOLVED that the Board of Education approves renewing the agreement with Catapult Learning, LLC, Camden, New Jersey, to provide professional development services to teachers and staff of St. Adelaide School, effective August 7, 2013, through February 14, 2014. The workshops topics will include The Soft Skills of Leadership, Self-Reflection and Goal Setting, Leading for the Common Core and Common Core English Language Arts (ELA). The cost for services, not to exceed \$1,743.00, will be paid from Restricted General Fund – Title II, Part A, (Teacher Quality), Account No. 536.

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 Learn It Systems and Performance Fact, Inc., Baltimore, Maryland, for Instructional Assistance and Goal-Focus Learning Skills for Various Schools

BE IT RESOLVED that the Board of Education approves renewing the agreement with Learn It Systems & Performance Fact, Inc., Baltimore, Maryland, to provide result-focused, school-wide planning at various schools in the District, effective August 7, 2013, through June 30, 2014. The

2013-2014 support services consist of three main implementation efforts: (1) the Beginning of Year Review; (2) Fall Implementation Phase; and (3) Training and use of the Eye on the Goal (EOTG) web tools. Services include intensive onsite and virtual principal and staff training, coaching, data analysis, cross school collaboration and general implementation support. The cost for services for each school is \$92,500.00 for an aggregate not-to-exceed amount for all schools of \$555,000.00, to be paid from Restricted General Fund – NCLB, Title I Performance Incentive School Support, Account No. 524 and/or Restricted General Fund – School Improvement Grant (SIG), Account No. 507.

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

### **Homeless Education**

#### **8.23 - Agreement with K to College, Oakland, California, to Provide the School Supply Initiative and Dental Kit Initiative to Eligible District Students**

BE IT RESOLVED that the Board of Education approves entering into an agreement with K to College, Oakland, California, to provide school supplies and dental supplies to eligible students under their School Supply Initiative (SSI) and Dental Kit Initiative (DKI), effective August 7, 2013, through December 31, 2017. K to College is a Californian-based nonprofit public benefit corporation that operates the largest charitable school and dental supply program in California. The program provides essential material resources to approximately 45,709 District students who are enrolled in the Free or Reduced Price Meal Program (FRPM), are homeless, or are below 200% of the federal poverty level. Confidential student data will not be shared, but rather handled by the District officials or staff at each school. 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**

#### **8.24 - Payment for Services Rendered by Non-Classified Experts and Organizations**

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

Children's Services, c/o Shannon O'Brien, to provide 10 days of workshops to parents, effective August 13, through September 13, 2013. Children's Services will provide Bully Proof workshops to parents of District students. The purpose of the workshops is to educate parents about the various forms of bullying, including cyber bullying, promote parental understanding of the harmful effects of bullying, provide parents with appropriate strategies for prevention and response, and to equip parents with the knowledge and skills that are necessary to discuss the

issue of bullying at home. The cost of the services, not to exceed \$8,000.00, payable at the rate of \$800.00 per workshop, will be paid from the Unrestricted General Fund – Student Services, Account No. 069.

**School Site**

**8.25 - Agreement with Get Ahead Writing, Fullerton, California, to Provide CELDT Writing Boot Camp for English Learner Students at Shandin Hills Middle School**

BE IT RESOLVED that the Board of Education approves entering into an agreement with Get Ahead Writing, Fullerton, California, to provide CELDT Writing Boot Camp for English Learner (EL) students, effective August 7, 2013, through June 30, 2014. The services will include integrated content instruction and in-class support to English Learner (EL) classroom teachers to develop and deliver lessons. The cost for services, not to exceed \$58,000.00, will be paid from Restricted General Fund – School Improvement Grant (SIG), Account No. 507.

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

**8.26 - Agreement with Renaissance Learning, Inc., Wisconsin Rapids, Wisconsin, to Provide Professional Development to Teachers at Shandin Hills Middle School**

BE IT RESOLVED that the Board of Education approves entering into agreement with Renaissance Learning, Inc., Wisconsin Rapids, Wisconsin, to provide professional development, coaching and program monitoring, effective August 7, 2013, through June 30, 2014. The services will assist in effectively implementing the program to increase student mastery of standards in language arts and math. The cost for services, not to exceed \$21,998.00, will be paid from Restricted General Fund – School Improvement Grant (SIG), Account No. 507.

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

**Special Education**

**8.27 - Amendment No. 1 to the Agreement to Provide Residential and Mental Health Services to Certain District Special Education Students with Devereux Florida, Orlando, Florida**

BE IT RESOLVED that the Board of Education approves amending the agreement with Devereux Florida, approved by the Board on June 4, 2013, Agenda Item 7.51. This amendment is necessary to correct the vendor name from Devereux Florida, to the correct and proper name of Devereux Foundation, DBA Devereux School of Viera, Florida. All other terms and conditions remain the same.

Board of Education Minutes  
August 6, 2013

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

8.28 - Amendment No. 1 to the Agreement with the San Bernardino County Superintendent of Schools, San Bernardino, California, to Pay a Portion of the Cost of the Occupational Therapist for the Assistive Technology Assessment Center Lab

BE IT RESOLVED that the Board of Education approves amending the agreement with San Bernardino County Superintendent of Schools (SBCSS), San Bernardino, California, approved by the Board on July 2, 2013, Agenda Item 6.78. This amendment is necessary to increase the contract amount by \$666.33 for an aggregate contract amount not to exceed \$17,333.33. The additional fee will be paid from the Restricted General Fund – Special Education - Central, Account No. 827.

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

8.29 - Facilities Use Agreement with Hilton Hotel, San Bernardino, California, for the Special Education Administrators Planning Retreat

BE IT RESOLVED that the Board of Education approves entering into a facilities use agreement with the Hilton Hotel, San Bernardino, California, for the Special Education administrators planning event, effective August 16, 2013. The event will be held in the Loma Linda/San Bernardino room and includes breakfast, lunch, and beverages. The cost for services, not to exceed \$1,300.00, will be paid from Unrestricted General Fund – Student Services, Account No. 069.

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

**Youth Services**

8.30 - 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:

11/18/1995

8.31 - 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:

2/9/1996      10/7/1998      3/6/1994

8.32 - Petition to Expunge, Rescind, or Modify Expulsion

4/14/2000

Education Code 48917, Section (e) states: upon satisfactory completion of the rehabilitation assignment of a pupil, the governing board shall reinstate the pupil in a school of the district and may also order the expungement of any or all records of the expulsion proceedings.

1/28/2000

Education Code 48213 states: that a student can be excluded from attendance pursuant to Section 120230 of the Health and Safety Code or Section 49451 of this code if a principal or his designee determines that the continued presence of the child would constitute a clear and present danger to the life, safety, and health of a pupil or school personnel. The governing board is not required to send prior notice of the exclusion to the parent or guardian of the pupil. The governing board shall send a notice of the exclusion as soon as is reasonably possible after the exclusion.

**FACILITIES/OPERATIONS DIVISION**

**Facilities Management**

8.33 - Amendment No. 33 to the Professional Services Agreement with HMC Architects for Architectural and Engineering Services for Various Modernization Projects – Group 8

BE IT RESOLVED that the Board of Education approves amending the agreement with HMC Architects, to provide additional services for extended construction administration and project closeout support beyond the original construction period for the San Bernardino High School modernization project (Group 8). The total cost, not to exceed \$24,778.00, plus approved reimbursables, will be paid from Funds 21, 35, and 01-707 Deferred Maintenance. The District will submit to the Surety for reimbursement according to the takeover agreement. 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. 33.

8.34 - Amendment No. 34 to the Professional Services Agreement with HMC Architects for Architectural and Engineering Services for Various Modernization Projects – Group 9

BE IT RESOLVED that the Board of Education approves amending the agreement with HMC Architects to provide extended construction administration and project closeout support beyond the original construction period for the Group 9 modernization projects, with a completion date of April 30, 2012. The cost, not to exceed \$49,500.00, plus approved reimbursable, will be paid from Funds 21, 25, or 35.

<b>Site</b>	<b>Additional Amount</b>
Inghram Elementary	\$4,950.00
Lytle Creek Elementary	\$24,750.00
Richardson Prep High Middle School	\$12,375.00
Serrano Middle School	\$7,425.00
Urbita Elementary	0.00
<b>Total</b>	<b>\$49,500.00</b>

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing Department, to sign said Amendment No. 34.

8.35 - Approval of Professional Services Agreements for Asbestos, Lead, and Hazardous Materials Consulting Services for New Construction and Modernization Projects

BE IT RESOLVED that the Board of Education approves the following pre-approved list for asbestos, lead, and hazardous materials consulting services, effective August 7, 2013, through June 30, 2018, with a maximum of three (3) one-year extensions at the sole discretion of the District. Future selection of such firms for District projects will be done by competitive requests for proposals limited to these firms, unless unusual circumstances of the specific project require special qualifications. Fees will be negotiated with each firm based on the services required for each project. The cost will be paid from Funds 21, 25, 35, 40, and 98.

- Converse Consultants, Redlands, California
- Encorp Environmental Management & Services, La Mirada, California
- Cardno ATC, Monterey, California
- Millenium Consulting Associates, Los Angeles, California

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

8.36 - Approval to Sell Overcrowding Relief Grant Modular Structures

BE IT RESOLVED that the Board of Education approves the sale of three (3) District-owned modular structures from the completed ORG projects to the SOAR Charter Academy, for the cost of One Dollar (\$1.00) each. The SOAR Charter Academy, at their expense, will disassemble and transport the modular structures per the District's timeframe and requirements.

Wilson Elementary School	F-01: 39006/39007
Wilson Elementary School	F-03: 28778/28779
Wilson Elementary School	F-03: 27720/27721

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

**HUMAN RESOURCES DIVISION**

8.37 - Agreement with Mind Growers, Claremont, California, to Provide Cognitive Coaching Foundation Seminar to District Teachers

BE IT RESOLVED that the Board of Education approves entering into an agreement with Mind Growers, Claremont, California, to provide an eight-day seminar on cognitive coaching to 40 District teachers, effective August 12, 2013, through August 30, 2014. Cognitive Coaching is a research-based model that capitalizes upon and enhances teachers' cognitive processes to produce superior teaching and learning. The intent of the seminar is to produce self-directed persons with the cognitive capacity for excellence both independently and as members of a community. Telephone consultations are included as part of the services. The cost for services, not to exceed \$20,000.00, will be paid from Restricted General Fund – Title II Human Resources, Account No. 537.

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

8.38 - Amendment No. 1 to the Agreement with Musick, Peeler & Garrett, LLP, Los Angeles, California, to Provide Legal Services for Labor, Personnel and Employment Issues

BE IT RESOLVED that the Board of Education approves amending the agreement with Musick, Peeler & Garrett, LLP, Los Angeles, California, approved by Board on July 2, 2013, Agenda Item 6.90. This amendment is necessary to increase the contract amount by \$100,000.00 for a new contract amount not to exceed \$150,000.00. The additional fee will be paid from Unrestricted General Fund – Human Resources Legal Fees, Account No. 077. All other terms and conditions remain the same.

Board of Education Minutes  
August 6, 2013

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

8.39 - Payment of Counseling Site Supervisor – University of Redlands

BE IT RESOLVED that the Board of Education approves payment for services as a counseling site supervisor as provided for in the agreement with the University of Redlands as follows:

ALVAREZ, SHIRLEY	\$156.00	CHRISTINA LEROY	\$156.00
KATHY MAZZULLA	\$156.00		

8.40 - Payment of Master Teachers – California State University San Bernardino

BE IT RESOLVED that the Board of Education approves payment for services as master teachers during Spring 2013, as provided for in the agreement with California State University San Bernardino, as follows:

HUERTA, MARIA	\$166.70	OYINSAN, OLUSOLA	\$166.70
LUCE, BONNIE	\$166.70	SMITH, SABRINA	\$166.70
LUTZ, MARIO	\$166.70	TAPIA, VALERIE	\$166.70
OROZCO, JASMINE	\$166.70	WEST, NIKKI	\$166.70
ORTEGA, NUBIA	\$166.70	PAIGE, ROSALINDA	\$166.70
DOTY, JASON	\$166.70	HALL, JUDY	\$166.70
GARCIA, LUPE	\$166.70	HIDALGO, SARAH	\$166.70
MOTLEY, LILLIE	\$166.70	HOLZBERGER, SANDY	\$166.70

8.41 - Payment of Master Teachers - University of La Verne

BE IT RESOLVED that the Board of Education approves payment for services as a master teacher during the Spring Session 2013, as provided for in the agreement with University of La Verne, as follows:

COLEMAN, SHANNON	\$400.00
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8.42 - Payment of Master Teachers – University of Redlands

BE IT RESOLVED that the Board of Education approves payment for services as a master teacher as provided for in the agreement with the University of Redlands, as follows:

LOIS VANDERVEER	\$200.00	RAYNAOLDO GALLARDO	\$200.00
BRIAN MUDD	\$200.00	LORI GARCIA	\$100.00
MICHELE FERGUSON	\$100.00	RICHARD LUCORE	\$200.00
RICARDO GARCIA-FELIX	\$200.00	ROBERT MERCADO	\$200.00

8.43 - Renewal of the Practice Hours Program Agreement with California Baptist University, Riverside, California, for the School Psychology and Counseling Final Field Experience Credential Program

BE IT RESOLVED that the Board of Education approves renewing and entering into the practice hours program agreement with the California Baptist University, Riverside, California, for the school psychology and counseling final field experience credential program, effective August 7, 2013, through July 30, 2018. The University will provide students who are in the School Psychology and Counseling Final Field Experience Credential Program to be placed within the District. This program is beneficial to both the University and the District because it develops future school psychologists and counselors for the District. 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.

**SESSION NINE - Action**

**9.0 - Action Items**

9.1 - Amendment to Board Policy 3350 Travel Expenses, (Second Reading)

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

BE IT RESOLVED that the Board of Education approves the amendment to Board Policy 3350 Travel Expenses as presented.

9.2 - Restoration of Layoff and Program Reductions – Fiscal Year 2013-14

The Governor's Adopted Budget for Fiscal Year 2013-14 included the Local Control Funding Formula that resulted in additional funding of \$19,800,000 for the Fiscal Year. The Board of Education met in a Board Budget Workshop on July 23, 2013, to discuss priorities for the use of the additional funds that had not been included in the Fiscal Year 2013-14 Adopted budget of the District. The Board reached consensus and the following priorities are presented for Board approval as follows:

<u>Category</u>	<u>FTE</u>	<u>Amount</u>
Counselors	13	\$ 1,226,244
Class Size K-3 (33:1 to 30:1)	46	\$ 3,082,000
Furlough Days (Certificated and Management)		\$ 5,800,000
Certificated Teacher Layoffs	35	\$ 2,345,000

Board of Education Minutes  
August 6, 2013

Custodians	9	\$ 500,000
Groundswokers	6	\$ 300,000
Middle School Sports Program		\$ 300,000
Estimated - Supplemental and Concentration Restricted Funding		\$ 4,200,000
Technology		
Licensing		\$ 250,000
Illuminate		\$ 250,000
Maintenance		\$ 500,000
Adult Ed Expansion		\$ 200,000
Total Priorities to include in Fiscal Year 2013-14 Budget		<u>\$18,953,244</u>

Janet King reported that on July 24, the County Schools Office informed us that they want the District to have a Plan B for the 2014-15 budget. Mrs. King stated that the County did not come out with a stronger statement earlier. When eliminating furlough days, \$3.3 million from lost steps was not addressed. When the books are closed, we will address that component. Mrs. King stated that Prop 30 money will be in effect next year and it is an election year which may give them confidence in LCFF.

Dale Marsden reported that he spoke with County Superintendent Gary Thomas and we will do what the County asks. He will invite Ted Alejandro to present the County's perspective to the Board to make the information transparent.

Judi Penman stated that she would like to move forward with this.

Michael Gallo recommended using Plan A as a baseline and use Plan B if the County says to. Mr. Gallo asked Staff to try to implement some Strategic Plan objectives this year.

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

BE IT RESOLVED that the Board of Education approves the restoration of positions and program reductions in the ongoing amount of \$18,953,244 for Fiscal Year 2013-14.

9.3 - 45-Day Revision After Adoption of Governor's Budget Fiscal Year 2013-14

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

BE IT RESOLVED that the Board approves the inclusion of the above revisions in the budgeting of revenues and expenditures in order to meet the 45-day revision requirements to Fiscal Year 2013-14 per Education Code Section 42127(i)(4).

9.4 - Personnel Report #3, Dated August 6, 2013

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

BE IT RESOLVED that the Personnel Report #3, dated August 6, 2013, be approved as presented (see page \_\_\_\_). Personnel actions included in this report are in accordance with policies of the Board of Education, the rules and regulations of the Personnel Commission, and the District's Affirmative Action Plan.

9.5 - In Recognition of Deceased Employees

Members of the audience and Board of Education observed a moment of silence for the following deceased employees.

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

**JOHN AUGUST BRANDENBURG**

**WHEREAS** John August Brandenburg was a dedicated member of the certificated staff for the San Bernardino City Unified School District from 1960 to 1989; and

**WHEREAS** John Brandenburg served the District at Rialto and Del Vallejo Jr. High Schools and San Gorgonio High School; and

**WHEREAS** John Brandenburg coached girls' softball at San Gorgonio and was a veteran of the United States Air Force; and

**WHEREAS** on October 25, 2012, John Brandenburg died, bringing deep sorrow to his loving family and friends; and

**WHEREAS** John Brandenburg is survived by his wife, Shirley; his children, Mark Brandenburg and Kim Buskirk; his sister, Louise Scherff; and his grandchildren and great-grandchild;

**THEREFORE BE IT RESOLVED** that the Board of Education of the San Bernardino City Unified School District does take this opportunity to express its gratitude for John Brandenburg's service to the District and its students and does extend its deepest sympathy to his family.

**ALAN A. HERREN**

**WHEREAS** Alan A. Herren was a dedicated member of the certificated staff for the San Bernardino City Unified School District from 1950 to 1982; and

**WHEREAS** Alan Herren served the District at Pacific High School and Adult Education; and

**WHEREAS** Alan Herren served in the United States Navy and earned a master's degree from USC; and

**WHEREAS** on February 17, 2013, Alan Herren died, bringing deep sorrow to his loving family and friends; and

**WHEREAS** Alan Herren is survived by his daughters, Dr. Kristy Hilton Parmelee of Bermuda Dunes and Cynthia Herren of Yucaipa; and his four grandchildren;

**THEREFORE BE IT RESOLVED** that the Board of Education of the San Bernardino City Unified School District does take this opportunity to express its gratitude for Alan Herren's service to the District and its students and does extend its deepest sympathy to his family.

**BRUCE M. MATLOCK**

**WHEREAS** Bruce M. Matlock was a dedicated member of the certificated staff for the San Bernardino City Unified School District from 1966 to 1968; and

**WHEREAS** Bruce Matlock served the District as an English, social studies, and social living teacher and continued to serve students with the Yucaipa Joint Unified School District; and

**WHEREAS** Bruce Matlock served as regional manager of California Teachers Association Region IV; and

**WHEREAS** on October 2, 2012, Bruce Matlock died, bringing deep sorrow to his loving family and friends; and

**WHEREAS** Bruce Matlock is survived by his wife, Kathryn Weideman Matlock; his mother, Rose M. Matlock; his children, Andrew, Amy, and Rosemary; his step-son, Casey Weideman; his six grandchildren; and his step-grandson;

**THEREFORE BE IT RESOLVED** that the Board of Education of the San Bernardino City Unified School District does take this opportunity to express its gratitude for Bruce Matlock's service to the District and its students and does extend its deepest sympathy to his family.

**MARY ELIZABETH "BETTY" SCHRAEDER**

**WHEREAS** Mary Elizabeth "Betty" Schraeder was a dedicated member of the certificated staff for the San Bernardino City Unified School District from 1945 to 1993; and

**WHEREAS** Betty Schraeder served the District at Bradley, Vermont, Rio Vista, Lincoln, and Hunt Elementary Schools; and

**WHEREAS** Betty Schraeder continued to serve District students as a substitute teacher after her retirement; and

**WHEREAS** on November 30, 2012, Betty Schraeder died, bringing deep sorrow to her loving family and friends; and

**WHEREAS** Betty Schraeder is survived by her sons, Steven of Placentia, Mark of San Diego, and Robert of Fullerton; and seven grandchildren;

**THEREFORE BE IT RESOLVED** that the Board of Education of the San Bernardino City Unified School District does take this opportunity to express its gratitude for Betty Schraeder's service to the District and its students and does extend its deepest sympathy to her family.

**DENISE DELVECCHIO SIMANEK**

**WHEREAS** Denise DelVecchio Simanek was a dedicated member of the classified staff for the San Bernardino City Unified School District from 1989 until her retirement in 2009; and

**WHEREAS** Denise Simanek served the District as an instructional aide and attendance verifier, working at Emmerton, Cypress, and Warm Springs Elementary Schools; and

**WHEREAS** Denise Simanek served her country in the U.S. Air Force; and

**WHEREAS** on February 26, 2013, Denise Simanek died, bringing deep sorrow to her loving family and friends; and

**WHEREAS** Denise Simanek is survived by her husband, Thomas; her daughter, Tammy Zuspan; her sons, Tommy and Timmy; her brothers, Frank, Louis, George, and Michael; her sisters, JoAnne Anderson and Rose Paduch; and several grandchildren;

**THEREFORE BE IT RESOLVED** that the Board of Education of the San Bernardino City Unified School District does take this opportunity to express its gratitude for Denise DelVecchio Simanek's service to the District and its students and does extend its deepest sympathy to her family.

**NOAH LOUIS WASHINGTON**

**WHEREAS** Noah Louis Washington was a dedicated member of the classified staff for the San Bernardino City Unified School District from 1988 until his retirement in 1996; and

**WHEREAS** Noah Washington served the District as a painter assistant with the Building Services Department; and

**WHEREAS** Noah Washington worked for Kaiser Steel for 30 years before joining the District; and

**WHEREAS** on January 13, 2013, Noah Washington died, bringing deep sorrow to his loving family and friends; and

**WHEREAS** Noah Washington is survived by his wife, Mary; his children, Noah Jr., Dawn Thomas, Stefan, and Erick; 10 grandchildren; and 3 great-grandchildren;

**THEREFORE BE IT RESOLVED** that the Board of Education of the San Bernardino City Unified School District does take this opportunity to express its gratitude for Noah Louis Washington's service to the District and its students and does extend its deepest sympathy to his family.

**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**

Board of Education Minutes  
August 6, 2013

**Public Employee Appointment**

Title: High School Vice Principal  
Middle School ACII  
Principal, Carmack/Harmon  
Coordinator, Child Development

**Anticipated Litigation**

(Government Code Section 54956.9(b)(1))  
Number of Cases: One

**SESSION ELEVEN – Open Session**

**11.0 - Action Reported from Closed Session**

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

BE IT RESOLVED that the Board of Education approves the Settlement Authority #SS-13-14-03, in the amount of \$1,000.00.

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

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

BE IT RESOLVED that the Board of Education approves the Settlement Authority #SS-13-14-04, in the amount of \$1,000.00.

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

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

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

KLIEWER, SCOTT: High School Vice Principal, effective date, work year and salary, to be determined. Budget: 035.

Board of Education Minutes  
August 6, 2013

STEINBRUNN, CASSANDRA: Principal – Carmack/Harmon, effective date, work year and salary, to be determined. Budget: 035.

CABANAS, SHANNON: Administrator Coach of Instructional Improvement (ACII) Middle School, effective date, work year and salary, to be determined. Budget: Categorical.

MACK, ROSS: Administrator Coach of Instructional Improvement (ACII) Middle School, effective date, work year and salary, to be determined. Budget: Categorical.

MARTINEZ, JEANNETTE: Administrator Coach of Instructional Improvement (ACII) Middle School, effective date, work year and salary, to be determined. Budget: Categorical.

**SESSION TWELVE - Closing**

**12.0 - Adjournment**

By the affirmative vote of the members, the meeting was adjourned at 10:40 p.m.

The next regular meeting of the Board of Education of the San Bernardino City Unified School District will be held on Tuesday, August 20, 2013, at 5:30 p.m. in the Community Room of the Board of Education Building, 777 North F Street, San Bernardino.