

**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  
AS AMENDED  
11/2/10**

April 20, 2010

5:30 p.m.

Present: President Danny Tillman; Vice President Barbara Flores; Board Members Louise Ayala, Teresa Parra Craig, Judi Penman, Lynda Savage, and Elsa Valdez; Superintendent Arturo Delgado; Deputy Superintendent Judy White; Chief Business and Financial Officer Mohammad Islam, Associate Superintendent Mel Albiso, Assistant Superintendents Dayton Gilleland, Yolanda Ortega, John Peukert, Paul Shirk, and Harold Vollkommer; and Superintendent's Assistant Phyllis Gronek. Minutes recorded by Administrative Assistant Jennifer Owens.

**SESSION ONE - Opening**

**1.0 - Opening**

**1.1 - Call to Order**

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

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

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

**SESSION TWO - Special Presentations**

**2.0 - Special Presentations**

**2.1 - Outstanding Student Awards**

Board of Education Outstanding Student Awards were presented to the following students:

***Arrowview Middle School***

Alejandro Avila, Aranzazu Gonzalez, and Anna Miramontes

***Chavez Middle School***

Alejandrina Calvillo, Eric Meyer, and Inna Pelaez

***Del Vallejo Middle School***

Christian Briones, Shawn Moon, and Savannah Ozier

## 2.2 - Outstanding Customer Service Awards

Since 1998, the Board of Education and Superintendent have placed a high priority on providing outstanding customer service. To this end, a variety of programs have been developed to address this objective. The newest of these programs recognizes individual employees who have been nominated by their supervisors for their outstanding performance in the area of customer service.

The following employees received outstanding customer services awards:

Linda Avila, Del Rosa Elementary School  
Marisela Diaz, Salinas Elementary School  
Kathy Haskins, Facilities Department  
Shahista Kreuziger, Human Resources-  
Certificated  
Gabby Menjuvar, Serrano Middle School

Gabriela Nieto, Thompson Elementary School  
Lupita Ocampo-Arellano, Sierra High School  
Tina Scarsella, Research & Technology  
Kris Shell, Palm Avenue Elementary School  
Julie Teagarden, Richardson PREP HI

## **SESSION THREE – School Showcase**

### **3.0 - School Showcase**

#### **3.1 - Arrowview Middle School**

Arrowview Middle School administrators, staff, students, and parents discussed programs at the school.

## **SESSION FOUR - Public Hearing**

### **4.0 - Public Hearing**

#### **4.1 - Public Disclosure of Proposed Amendment to the Agreement with the California School Employees Association, Chapter 183 (CSEA)**

On March 5, 2010, the District reached a tentative agreement with the California School Employees Association, Chapter 183 (CSEA). The tentative agreement provides for changes in terms and conditions of employment. California Government Code §3547.5 requires public disclosure of the financial and budgetary impact of the proposed amendment(s) to the collective bargaining agreement. In addition, the required forms, along with the tentative agreement(s), have been filed with the County Superintendent of Schools for review. During this review, the County Superintendent of Schools will determine the impact of the tentative amendment(s) to the collective bargaining agreement(s) on the District's budget, ending balance, and general fund reserves. The summary of the proposed agreement(s) with the classified bargaining unit, setting forth the financial impact of the tentative collective bargaining agreement(s), is included in the agenda for the Board's review and to make them available to the interested public.

The District and the California School Employees Association, Chapter 183 (CSEA) negotiators have reached a tentative agreement on a proposed amendment to the current collective bargaining agreement.

On March 30, 2010, CSEA ratified the proposed amendment to the collective bargaining agreement.

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

#### ARTICLE II – NON-DISCRIMINATION

##### Section 3 – Remedy.

Violations of Section 1 of this Article shall be subject to review as set forth in the above-noted District Policy and Administrative Regulations. Violations of this Article shall not be subject to the grievance procedure set forth in this Agreement, but shall be subject to the complaint procedures(s) set forth by state and federal law and/or District policy.

#### ARTICLE III – DISTRICT RIGHTS

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

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

#### ARTICLE IV - ASSOCIATION RIGHTS

##### Section 1 – Right of Access.

Authorized Association representatives shall have the right of access to areas in which bargaining unit members work at reasonable times for the purpose of contacting bargaining unit members and transacting Association business, provided such business or activity does not interfere with the school programs and/or duties of bargaining unit members and other District employees. Upon arriving at a work site, any such representative shall first report to the office of the appropriate management person to

announce his/her presence, and state the purpose for his/her visit and the bargaining unit member(s)/group he/she intends to contact.

Section 4 – Bargaining Unit Information.

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

Section 5 – Distribution of Agreement.

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

Section 7 – Association Leave.

- A. A maximum of one hundred (100) days per school year shall be granted during the term of this agreement to Association Representatives for Association business, provided that such paid release time is not used in furtherance of or in connection with a work stoppage or other refusal to work.
- B. Individual unit members may not use more than twelve (12) Association Leave days per school year. Elected Association Officers shall be exempt from this twelve (12) day limit.
- C. Elected Association Officers shall be exempt from a limit on reimbursable release time in accordance with Education Code Section 45210. A list of these elected Association Officers shall be provided to the District on a yearly basis no later than fourteen (14) work days after an election.
- E. The District shall release with pay up to three (3) duly elected CSEA member delegates to take a maximum of five (5) days if necessary to attend the annual CSEA State Conference. The total number of unit members to be released for this purpose shall not exceed ten (10). The days for the CSEA State Conference shall not count against the maximum number of days as described in A and B above.
- F. Requests for Association Leave must be in writing and shall be presented to the Employee Relations Division a minimum of two (2) full business days in advance of leave. The employee shall comply with all site and District attendance

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

Section 8 – New Employee Orientation.

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

ARTICLE V – ASSOCIATION SECURITY

Section 1 – Payroll Deduction of Dues and Maintenance of Membership.

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

ARTICLE VI – WAGES

Section 4 – Denial of Step Increases.

The District reserves the right to withhold from an employee for just cause, step, and/or raise increases as set forth in Sections 2 and 3 (C) of this Article. The unit member's evaluator may recommend denial of step and/or raise increases at anytime. Any recommended denial of step, and/or raise increases shall be made by the Human Resources Office and shall be supported by a written statement to the unit member of the specific reasons. If the recommended denial is approved by the Superintendent's designee, it shall be reviewed six (6) months after the denial. When the cause for the denial has been corrected and the step, and/or raise increase has been withheld, it shall be instituted the first (1<sup>st</sup>) pay period possible based on the payroll deadlines and following the correction of the deficiency. The pay shall be retroactive to the date first withheld. A grievance arising out of the application of this Section may be filed at Level II.

ARTICLE XI – EMPLOYEE EVALUATION PROCEDURES

Section 3 – Evaluation Period.

Each unit member shall be evaluated on not less than an annual basis. The period of annual evaluation shall be July 1<sup>st</sup> through June 30<sup>th</sup>.

Section 5 – Final Evaluation.

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

Section 8 – Unacceptable Performance.

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

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

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

Section 9 – Third-Party Statements.

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

ARTICLE XIV – LEAVES

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.

ARTICLE XV – REIMBURSEMENT, EXPENSES & MATERIALS

Section 1 – Uniforms.

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

ARTICLE XVI – SAFETY

Section 3 – Rights and Duties of Unit Members.

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

3. An update of significant or serious issues that have affected the District shall be reported at the next regularly scheduled safety meeting.

Section 4 – Association Safety Representative.

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

A. The Association Safety Representatives shall be provided release time to attend meetings of the District Safety Committee and when meeting or conducting

- inspections with the District safety officer.
- B. District Safety Committee meetings shall be scheduled monthly. Inspections may be substituted for regularly scheduled Safety Committee meetings. Association Representatives shall be invited to participate in inspections, as scheduled. The District Safety Officer, with input from Safety Committee members, may add or cancel a meeting depending on the needs of the District.

Section 5 – Violations.

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

Section 6 – Unit Members Rights.

No unit member shall suffer retaliation/recrimination for reporting any safety violation(s) under this article. The unit member shall use existing District procedures to address allegations of retaliation/recrimination.

ARTICLE XVII – LAYOFF AND REEMPLOYMENT

Section 1 – Layoff.

The District reserves, retains, and is vested with the sole and exclusive right to lay off unit members for any reason allowed by law. In the exercise of this exclusive right, the District makes the sole determination as to the specific positions to be eliminated. The Association has retained the right to negotiate the effects of layoff and the decision and effects of any proposed reductions in work hours/assignments on unit members.

Section 2 – Notice.

All unit members are entitled to notice of layoff/reduction by April 29<sup>th</sup> if it is to be effective July 1<sup>st</sup>. In the event the layoff is to be effective prior to July 1<sup>st</sup> unit members shall be entitled to a 45 day notice of layoff/reduction.

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

Section 3 – Seniority for Layoff Purposes.

For purposed of this Article XVII, seniority is established by the unit member's date of hire in the class and higher classes as a regular classified employee of the District. Except for reinstatement within thirty-nine (39) months, a break in employment and subsequent reemployment shall create a new hire date. In cases where unit members have equal seniority, the issue shall be resolved by casting of lots.

Section 4 – Layoff Procedures.

Layoff shall be made in inverse order of seniority in the class in which the layoff occurs.

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

#### ARTICLE XVIII – GRIEVANCE PROCEDURE

##### Section 2 – General Provisions.

- A. Before filing a formal written grievance, the unit member shall attempt to resolve it by an informal meeting with his/her immediate supervisor.
- B. The grievant has the right to have a representative present at any level of the grievance procedure beginning with formal Level I set forth in Section 3 of this Article.

##### Section 3 – Levels of the Grievance Procedure.

- A. Level 1: Within ten (10) business days after the occurrence of the act or omission giving rise to the grievance or when the grievant knew or should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate form to his/her supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal meeting, and the specific remedy sought, the date of the informal meeting and the reason it was not resolved at the informal level. Within the above time limits, either party may request an informal meeting.
- B. Level II: If the grievant is not satisfied with the decision at formal Level I, he/she may, within ten (10) business days of receiving the response to Level I, appeal the decision on the appropriate form to the Superintendent or his designee. This statement shall be a copy of the original grievance, the decisions rendered, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or his designee may request an informal meeting within the above time limits.
- C. Level III: If the grievant is not satisfied with the disposition of the grievance at formal Level II, the Association may, within fifteen (15) business days of receiving the Level II response, submit a request to the District to have the grievance submitted to final and binding arbitration. If the two Parties cannot agree on an arbitrator, the District shall request a list of seven (7) experienced arbitrators from the California State Conciliation Service or the American Arbitration Association. The arbitrator shall be selected within ten (10) business days by the alternate strike method until only one (1) name remains or by mutual agreement between the parties.

ARTICLE XXIV – TERM OF AGREEMENT

Three (3) year agreement effective April 1, 2010, through March 31, 2013, with Reopeners in 2010-2011 and 2011-2012 for Wages, Benefits and two (2) additional articles for each year of the agreement.

President Tillman opened the Public Hearing and asked if anyone wished to comment. CSEA Labor Relations Representative Charlie LaChance stated that this amendment is good for students and employees. Hearing no further comments, Mr. Tillman closed the Public Hearing.

Upon motion by Member Flores, seconded by Member Savage, and approved by the affirmative vote of Members Ayala, Parra Craig, Flores, Penman, Savage, Tillman, and Valdez (Noes: None), the following was adopted:

BE IT RESOLVED that the Board of Education adopts the proposed amendment to the collective bargaining agreement between the California School Employees Association, Chapter 183 and the San Bernardino City Unified School District.

**SESSION FIVE - Administrative Presentation**

**5.0 - Administrative Presentation**

**5.1 - School Improvement Grants Update**

Dr. Arturo Delgado, Superintendent; Dr. Judy White, Deputy Superintendent; and Dr. Paul Shirk, Assistant Superintendent, presented recommendations of school intervention models for the 11 schools included on the State's Five Percent Lowest Performing Schools list (see page \_\_\_). Dr. Delgado stated that there is a limit of five schools that can be selected for the Transformation Model. Dr. Delgado stated that parts of the plan can be in place by August 3, others can be phased in later.

Board members expressed their concern about the Turnaround model that was suggested for Barton and Davidson Elementary Schools.

Pacific High School teachers Mark Sension, Marcella Flores, Victoria Dandridge, and Bryon Pace explained their proposal for independent smaller learning communities at Pacific.

Roosevelt Lett and Valerie Rodriguez discussed the Restorative Justice principles they have brought to Pacific High School. The principles have resulted in improved attendance rates and GPAs.

Rebecca Harper, SBTA President, stated that SBTA is willing to work with the District during negotiations and as the District applies for grants. Teachers have good ideas for reform and should be included in every planning meeting.

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Gil Navarro, education advocate and San Bernardino County School Board member, stated that it is time for the Board to micromanage the District. New Board leadership is needed.

Trimonisha Singer, parent, union member, School Site Council member, and Serrano Middle School teacher, stated that a charter school is not a quick fix. Ms. Singer stated that vocational education does not fit all students and asked the Board to not forget high-achieving students. Ms. Singer asked to be included in planning meetings at Pacific High School.

Cory Stufkosky, Davidson Elementary School teacher, stated she is upset with the recommended Turnaround model for Davidson. It is not fair for two schools to be singled out. The staff is very cohesive. They need an administrator to help them, not bring them down.

Merri Lynn Kelley, Davidson teacher for eight years, asked the Board to consider a different model for Davidson. She would like Davidson to become a charter school.

Shinay Bowman, Shandin Hills Middle School teacher, stated that they have to be risk takers. She is optimistic with the recommended Restart model for Shandin Hills.

Bobbie Perong, retiring teacher, stated that the Turnaround model teachers will replace other schools' teachers and impact additional schools. Ms. Perong recommended that one of the two schools recommended for the Turnaround model become a Transformation school and the other a Restart school, so that so many schools won't be impacted.

Judy White stated that Staff had a second choice of selecting the Transformation model for Barton and the Restart model for Davidson.

It was the consensus of the Board to accept Staff's recommendation for the 11 schools, with the change of Barton as a Transformation model and Davidson as a Restart model.

Dr. Delgado stated that they will begin discussions with SBTA. Danny Tillman asked that Staff create a timeline based on federal progress and to get buy-in from all the players.

President Tillman moved Session Seven – Other Matters Brought By Citizens forward on the agenda.

## **SESSION SEVEN – Other Matters Brought By Citizens**

### **7.0 - Other Matters Brought by Citizens**

Charlie LaChance stated that the Personnel Report includes the abolishment of 70 cafeteria worker positions, but consent item 10.19 is requesting a service agreement with temporary labor companies to provide cafeteria workers. Ms. LaChance asked the Board to not approve this service agreement.

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Rhonda Early, Personnel Commission Chair, asked for help with a conflict with the Personnel Commission and administration. The District has a merit system in place and the District must comply. Ms. Early stated that the District is spending millions on legal expenses, which could be used instead to pay for positions or to help student achievement. Ms. Early stated that the Personnel Commission requested that the District place an item on a School Board agenda so they can inform the Board of the conflicts.

Gino Barabani, Vice Chair of the Personnel Commission, stated that the system has been under attack and roadblocked. Mr. Barabani stated that he supports the goals of fairness.

Pat Maher reported that on March 24, 2010, the Personnel Commission appointed him as the Provisional Personnel Commission Director. District staff members have failed to process him as an employee and have given him the runaround. The District can't hire employees without a Personnel Commission Director to handle matters. Mr. Maher asked the Board to find out what is going on.

Cynthia Andrade, Serving Kitchen Operator, expressed her concern with the District abolishing cafeteria workers and hiring temps. Ms. Andrade stated that they live, work, and vote here.

Steven Holt, First Vice President of CSEA, gave a report on negotiations. They are very close to minimizing the impact to CSEA from budget cuts. He thinks CSEA will be able to support their share of the cuts.

Tambra Trujillo, CSEA Secretary, stated that 250 positions, including five attendance verifiers are being abolished. The District will lose ADA if we can't verify attendance. Ms. Trujillo stated that they live, work, and vote here.

Ed Norton, Maintenance and Operations Director, ~~reported that five management positions are vacant and will be abolished. There are 37 current vacant positions and there have been 22 abolishments in M&O in the last 18-24 months, which is one third of the department. That department has taken more than its share of cuts.~~ ***asked the Board to reconsider Item 11.2 Personnel Report #20, because there are five abolishments in occupied management personnel positions—the Operations Manager position, Cheryl Garcia; two Custodian Supervisors positions, one Denise Graham, who is going to retire with the early retirement; Night Time Supervisor John Hardy for Custodians; Frank Valenzuela, the Grounds Maintenance Supervisor; and the Paint Supervisor Armando Tamayo. There are 37 current vacancies in M&O, so it is difficult to understand why it would be these positions that would have to be abolished when there are already 37 vacancies. In addition to that, in the last 18 to 24 months, there's been approximately 22 abolishments. These positions are not going to get filled. These positions are critical to the oversight of the M&O and the individuals that currently fill those positions have been doing a terrific job. It doesn't seem right that with 37 vacancies and 22 abolishments that you can make the budget cuts with abolishing vacant positions instead of taking away somebody's job.*** Judi Penman stated that she doesn't support

those cuts. Dr. Delgado stated that Staff brought budget cuts to the Board. We have made cuts to management across the board. Mel Albiso stated that they abolished vacant positions first. They combined the Facilities and Maintenance and Operations Departments with the intent to save money. No one will lose their job. We will find a place for them. Judi Penman requested a list of who will be let go and who will do the work.

**SESSION SIX - Administrative Reports**

**6.0 - Administrative Reports**

**6.1 - Quarterly Uniform Complaint Report Summary**

Pursuant to legislation passed as a result of the Williams Case and Valenzuela Settlement Agreements, districts must report summarized data on the nature and resolution of all complaints on a quarterly basis to the governing board, at a regularly scheduled board meeting. The following is the quarterly report for the period from January to March 2010, pursuant to Section 4686(b) of Title 5, Division 1, Chapter 5.1, Subchapter 1, Article 8 of the California Code of Regulations.

Williams and Valenzuela Settlement Legislation  
 Quarterly Report Summary

Quarterly Uniform Complaint Report Summary

For submission to school district governing board and county office of education

District Name: San Bernardino City Unified School District  
 Quarter covered by this report: January – March 2010

	Number of complaints received in quarter	Number of complaints resolved	Number of complaints unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignment	0	0	0
CAHSEE Intensive Instructions for High School Exit Exam	0	0	0
Totals	0	0	0

Submitted by: Marie Arakaki  
 Title: Affirmative Action Director

**6.2 - Supplemental Early Retirement Plan (SERP) Update**

On February 9, 2010, the Board of Education approved the Supplemental Early Retirement Plan (SERP) to all Full-Time Certificated and Classified employees. This plan will provide

**80% of Annual Base Salary** based on the salary schedule, as of February 1, 2010, and will be funded over **five years** in the form of an **annuity** to eligible employees upon confirmation of their retirement from CalSTRS or CalPERS. The deadline to participate in the plan was March 31, 2010. A total of 239 Certificated and Classified employees have completed the SERP packets and signed an Irrevocable Declaration Form.

With the total number of employees participating in the plan, the plan will be a savings of approximately \$1.1 million to the District over five years. This is based on the total number of seven positions that will be frozen or abolished for five years.

### **SESSION EIGHT - Reports and Comments**

#### **8.0 - Report by Board Members**

Board members reported on school-related activities they have attended during the past few weeks and announced upcoming events they believe will be of interest to their fellow Board members.

#### **8.1 - Legislative Update**

None.

#### **9.0 - Report by Superintendent and Staff Members**

Dr. Delgado reported that a decision will need to be made on the final list of certificated layoffs before May 15; however, the information we need won't be given to us prior to the May 4 Board meeting. It was the consensus of the Board to cancel the May 4 meeting and schedule a special meeting on May 11.

Dr. Delgado asked the Board for approval to hold the Summer Management Conference in Palm Springs. The cost to hold the conference in the District is \$11,000, versus \$13,000 in Palm Springs. Managers will pay the cost of their hotel if they choose to stay. It was the consensus of the Board to hold the conference in Palm Springs.

Dr. Delgado reported that funeral services for Alessandro Elementary School Principal Jack Oakes will be held on Sunday, April 24. The family has requested to use the San Bernardino High School Auditorium due to the large number of people they anticipate will attend. It was the consensus of the Board to allow this.

**SESSION NINE - Legislation and Action**

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

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

Consent items 10.7, 10.23, and 10.26 were held for later consideration.

Upon motion by Member Penman, second by Member Savage, and approved by the affirmative vote of Members Ayala, Parra Craig, Flores, Penman, Savage, Tillman, and Valdez (Noes: None), the following were adopted:

**10.1 - Approval of Minutes**

BE IT RESOLVED that the Minutes of the Board of Education Meetings held on March 16, 2010, be approved as presented.

**10.2 - Payment of Master Teacher California Baptist University**

BE IT RESOLVED that the Board of Education approves payment for services as a master teacher during the winter session 2010, as provided for in the Agreement with California Baptist University, as follows:

Herndon, Christine	\$37.50
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**10.3 - 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 the Winter Session 2010, as provided for in the Agreement with California State University San Bernardino, as follows:

Aguilar, Gabriel	\$166.70	Arient, John	\$166.70
Avila, Leyla	\$166.70	Bowen, Lorraine	\$166.70
Bullock, Kimberly	\$166.70	Carminatti, Linyen	\$166.70
Cassel, Rachel	\$166.70	Christian, Janice	\$ 83.35
Cox, Donald	\$166.70	Donohue, M. Mason	\$166.70
Doyle, Joan	\$166.70	Flores-Bravo, Nanette	\$166.70
Figueroa, Martha	\$166.70	Gomez, Tara	\$166.70
Hammer, Joann	\$166.70	Harnitchek, Martha	\$166.70
Kalu, Chidinma	\$166.70	Kilcullen, Anna	\$166.70
Laureski, Claudia	\$ 83.35	Lesko, Karen	\$166.70

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Letourneau, Robert	\$166.70	Mendoza, Juan C.	\$166.70
Miguel, Rosalie	\$166.70	Morton, Kevin	\$166.70
Munoz-Gallegos, Myrna	\$166.70	Rabago, Ivon	\$166.70
Rabusin, Patricia	\$166.70	Rodriguez, Abril	\$166.70
Rodriguez, Deena	\$166.70	Rodriguez, Maritza	\$166.70
Roybal, Anita	\$166.70	Ryan, Mimi	\$166.70
Sabens, Marilyn	\$166.70	Scribner, Kelly	\$166.70
Sension, Mark	\$166.70	Shih, Angela	\$166.70
Swatzel, Kimberly	\$166.70	Thompson, Meridawn	\$166.70
Torres, Persida	\$166.70	Wylie, Naomi	\$166.70
Zavala, Gerardo	\$166.70		

10.4 - Payment of Master Teacher National University

BE IT RESOLVED that the Board of Education approves payment for services as a master teacher during Fall 2009, as provided for in the Agreement with National University, as follows:

Randy Stevens	\$150.00
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10.5 - Request for Waiver of California High School Exit Exam (CAHSEE) Passage Requirement for Students with a Disability

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

10.6 - Acceptance of Gifts and Donations to the District

BE IT RESOLVED that the Board of Education acknowledges receipt of \$1,000.00, Waxie Sanitary Supply; \$720.00, Culver-Newlin, Inc.; \$2,000.00, Gopher; \$1,200.00, Burtronics; \$85.86, Virco, Inc.; \$120.00, Southwest School Supply; \$200.00, Office Depot; \$100.00, School Specialty; \$600.00, Acorn Media; \$1,000.00, Pro-Swap-Meet, Inc.; \$150.00, Edison; \$225.00, Edison International Contribution Campaign; \$4,000.00, San Manuel Band Mission Indians; \$171.50, St. Paul's United Methodist Church; \$330.00, Misty Anne & Joel Mejia; \$1,000.00, Juanita's Foods; \$1,000.00, Nestle USA & Superior Grocers; and \$1,400.00, Nestle USA & Superior Grocers.

10.8 - Commercial Warrant Registers for Period from March 16, through March 31, 2010

BE IT RESOLVED that the Commercial Warrant Register for period from March 16, through March 31, 2010, be approved.

BE IT FURTHER RESOLVED that the Board of Education authorizes David Moyes, Accounts Payable Supervisor; Derek Harris, Interim Employee Benefits Director; or Mohammad Z. Islam, Chief Business and Financial Officer, to sign disbursements.

10.9 - Payment for Course of Study Activities

BE IT RESOLVED that the Board of Education considers the following activities to be a part of the regular course of study for the 2009-10 school year and approves payment to the following:

PMMPnP for a presentation on March 27, 2010. The cost, not to exceed \$3,512.50, will be paid from Rodriguez PREP Academy Account No. 039.

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

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

Mike Mattos of Solution Tree to present a one-day workshop on Pyramid Response to Intervention (PRTI) to teachers and administrators on December 16, 2010. The fee, not to exceed \$7,100.00, will be paid from the Restricted General Fund—English Learners & Support, Account No. 261.

John Schacter, Ph.D., Stanford, CA, to provide a one-day workshop to District teachers and administrators of Mild/Moderate students on June 8, 2010. The teachers and administrators will learn about comprehension strategies and developing their use in the classroom. The fee, not to exceed \$6,810.00, will be paid from the Restricted General Fund—ARRA-IDEA, Part B-611, Local Assistance, Account No. 534.

10.11 - Federal/State/Local District Budgets and Revisions

BE IT RESOLVED that the Board of Education approves the addition of \$26,054.00 in the budgeting of expenditures and revenues for the restricted program, Fund 11-Workforce Investment Act, Title II: Adult Education Family Literacy Act (057,118,405).

10.12 - Approval of Disputed Claim - Martin Luther King Middle School

BE IT RESOLVED that the Board of Education approves authorizing payment of the disputed claim for urgent repair of the non-functioning fire alarm system at Martin Luther King Middle School to Simplex-Grinnell, for a not-to-exceed total of \$19,696.45.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign all documents deemed necessary for the restoration of the buildings at Martin Luther King Middle School.

10.13 - Extended Field Trip, Burbank Elementary School, Outdoor Science School, Forest Falls, California

BE IT RESOLVED that the Board of Education approves the extended field trip for 40 Burbank Elementary School students, 2 Outdoor Science School staff members and 2 District employees to attend Outdoor Science School, in Forest Falls, California, April 26, through April 30, 2010. The cost of the trip, not to exceed \$15,200.00, including meals and lodging for 40 Burbank Elementary School students, 2 Outdoor Science School staff members, and 2 District employees, will be paid from sponsorship through Orange County Department of Education. Transportation provided by First Student, not to exceed \$488.00, will be paid from Burbank Elementary School Account No. 419. Names of the students are on file in the Business Services office.

10.14 - Extended Field Trip, Thompson Elementary School, Outdoor Science School, Running Springs, California

BE IT RESOLVED that the Board of Education approves the extended field trip for 75 Thompson Elementary School students, 5 Outdoor Science School staff members, and 3 District employees to attend Outdoor Science School, in Running Springs, California, May 17, through May 21, 2010. The cost of the trip, not to exceed \$13,500.00, including meals and lodging for 75 Thompson Elementary School students, 5 Outdoor Science School staff members, and 3 District employees, will be paid from Thompson Elementary School Account No. 501 and Account No. 205. Transportation provided by First Student, not to exceed \$1,900.00, will be paid from Thompson Elementary School Account No. 501. Names of the students are on file in the Business Services office.

10.15 - Extended Field Trip, Pacific High School, Science Trip by Worldstrides 2010, Clearwater Beach, Florida

BE IT RESOLVED that the Board of Education approves the extended field trip for 31 Pacific High School students and 4 District employees to attend Science Trip by Worldstrides 2010, in Clearwater Beach, Florida, June 13, through June 18, 2010. The cost of the trip, not to exceed \$77,128.00, including meals and lodging for 31 Pacific High School students and 4 District employees, will be paid from Pacific High School Account No. 205, Environmental Science Club funds, and Federal SLC Grant. Transportation to and from LAX will be provided by chartered coach, free of charge. Names of the students are on file in the Business Services office.

10.16 - Agreement with Center for the Empowerment of Families, Inc., to Provide Evidence-Based Education and Training for San Bernardino High School Students

BE IT RESOLVED that the Board of Education approves entering into an agreement with Center for the Empowerment of Families, Inc., Los Angeles, CA, to provide evidence-based education and training for 50 at-risk San Bernardino High School students, effective April 21, through June

30, 2010. Center for the Empowerment of Families, Inc., will provide best practices and evidence-based social skills instruction during a 10-week period for 25 male students and 25 female students selected by San Bernardino High School administration. There is no cost to the District.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said agreement.

10.17 - Agreement with Rob Foley to Provide Services as a Theatre Manager at Arroyo Valley High School

BE IT RESOLVED that the Board of Education ratifies entering into an agreement with Rob Foley, San Bernardino, CA, to provide services as a theater manager at Arroyo Valley High School, effective September 1, 2009, through June 10, 2010. Among the tasks Mr. Foley will be performing will be to train students in building sets, making costumes, and designing light and sound systems, and the actual construction of sets for theatre productions. The fee, not to exceed \$10,000.00, will be paid as follows: \$5,000.00 from the Restricted General Fund – INAP High Schools, Account No. 203; and \$5,000.00 from the Restricted General Fund—After School Safety and Enrichment for Teens, Account No. 566.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said agreement.

10.18 - Facilities Use Agreement with Placo San Bernardino, LLC, for the 14<sup>th</sup> Annual Family and Community Reading Festival at the Carousel Mall

BE IT RESOLVED that the Board of Education approves entering into a facilities use agreement with Placo San Bernardino, LLC, San Bernardino, CA, for the 14<sup>th</sup> Annual Family and Community Reading Festival at the Carousel Mall on June 5, 2010. There will be no cost to the District.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said agreement.

10.19 - Service Agreements with Temporary Labor Companies to Provide Cafeteria and Driver/Warehouse Workers

BE IT RESOLVED that the Board of Education approves entering into service agreements with Arrow Staffing, Redlands, CA, and Manpower, San Bernardino, CA, to provide approximately 70 temporary cafeteria and delivery support for the preparation, service, and clean up at District sites as needed, effective April 21, 2010, through January 5, 2011, with extension by mutual written consent, not to exceed a total of two years. The cost, not to exceed \$900,000.00, will be paid from Nutrition Services Cafeteria Account No. 92.

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BE IT FURTHER RESOLVED that Mohammad Z. Islam, Chief Business and Financial Officer, be authorized to sign said agreement.

10.20 - Renewal of the Educational Affiliation Agreement with Community Hospital of San Bernardino

BE IT RESOLVED that the Board of Education approves renewing the Educational Affiliation Agreement with Community Hospital of San Bernardino, San Bernardino, California, effective May 1, 2010, through April 30, 2012. This organization provides a clinical site and practical learning experience for students enrolled in the Adult School's Nurse Assistant, Certified Home Health Aide, and Vocational Nursing Training programs. There is no cost to the District. All other terms and conditions remain the same.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said agreement.

10.21 - Amendment to the Agreement with RISE ASL Interpreters to Provide Interpreter Services to Deaf/Hearing Impaired Individuals

BE IT RESOLVED that the Board of Education approves amending the agreement with RISE ASL Interpreters, Hemet, CA, approved by the Board on June 2, 2009, Agenda Item 10.15. The amendment is necessary to increase the fee by \$500.00 due to increased use of interpreter services. The original fee of \$25,000.00 will be increased by \$500.00 for an aggregate total not to exceed \$25,500.00. The additional fee will be paid from the Restricted General Fund—Special Education Central, Account No. 827. All other terms and conditions will remain the same.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said agreement.

10.22 - Amendment No. 3 to the Agreement with Adolph Ziemba AIA & Associates, Inc., to Provide Architectural Services for Installation of QEIA Relocatable Classrooms at Various Sites

BE IT RESOLVED that the Board of Education approves amending the agreement with Adolph Ziemba AIA & Associates, Inc., Burbank, CA, to provide architectural services for the installation of QEIA relocatable classrooms at various sites. This amendment is for architectural services for the conversion of classroom E-1 to a science lab, and the addition of a storage room in classroom B-3 at Pacific High School, and for civil engineering and design services for the installation of a fire sprinkler system in classroom E-1, as required by the State Fire Marshall under QEIA. The cost, not to exceed \$8,800.00, plus approved reimbursables, will be paid from Fund 436 – Quality Education Investment Act Grant, effective through December 31, 2011. All other terms and conditions remain the same.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said Amendment No. 3.

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10.24 - Request for Retention Reduction for Bid No. F08-04, Category No. 23 - Site Plumbing for Indian Springs High School

BE IT RESOLVED that the Board of Education approves reducing the retention amount for Temecula Mechanical, Inc., Temecula, CA, Bid No. F08-04, Category No. 23 - site plumbing for the Indian Springs High School New Construction Project to 3 percent. All other terms and conditions remain the same.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said documents.

10.25 - Approval of Penalty for United Contractors, Inc., for Bid F08-08, Anderson School, Del Rosa, Monterey and Wilson Elementary Schools Modernization Project

BE IT RESOLVED that the Board of Education approves a 10 percent penalty in the amount of \$27,010.00 on United Contractors, Inc., General Contractor for Bid F08-08, Anderson School, Del Rosa, Monterey and Wilson Elementary Schools Modernization Project, for using subcontractors not listed on the agreement between United and the District. Four separate credit change orders will be processed and signing of the four change orders will constitute United's agreement.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign any related documents.

10.27 - Bid No. F09-07, Soils Remediation, Hazardous Materials Abatement and Demolition Services at the Proposed Captain Leland Norton (Lincoln II South) Elementary School Site

BE IT RESOLVED that Bid No. F09-07, Soil Remediation, Hazardous Materials Abatement, and Demolition Services at the proposed Captain Leland Norton (Lincoln II South) Elementary School site, be awarded to the lowest responsible bidder meeting the specifications for the Base Bid. The cost will be paid from Funds 21, 25, 35, and 40.

<u>Contractor</u>	<u>Base Bid Including Allowance</u>
Ampco Contracting, Inc. 1328 Allec Street Anaheim, CA	\$ 807,000.00

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign agreement for the bid awarded.

10.28 - Bid No. F09-08, Hazardous Materials Abatement and Demolition Services at the Proposed Middle College High School Site

BE IT RESOLVED that Bid No. F09-08, Hazardous Materials Abatement and Demolition Services at the proposed Middle College High School site, be awarded to the lowest responsible bidder meeting the specifications for the Base Bid. The cost will be paid from Funds 21, 25, 35, and 40.

<u>Contractor</u>	<u>Base Bid Including Allowance</u>
Ampco Contracting, Inc. 1328 S. Allec Street Anaheim, CA	\$313,300.00

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign agreement for the bid awarded.

10.29 - Notice of Completion, Bid No. F08-28, Hazardous Material Abatement and Demolition Services of 11 Properties at the Proposed Captain Leland Norton (Lincoln II South) Elementary School Site

BE IT RESOLVED that the Board of Education authorizes filing a Notice of Completion for Bid No. F08-28, Hazardous Material Abatement and Demolition Services of 11 Properties at the Captain Leland Norton (Lincoln II South) Elementary School Site, for the work awarded to:

General Contractor  
Dakeno, Inc.  
Riverside, CA

BE IT FURTHER RESOLVED that Danny Tillman, President, Board of Education, be authorized to execute the Notice of Completion.

10.30 - Expulsion of Student(s)

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

9/15/1993	*(S)4/15/1993	*(S)8/12/1997	7/19/1994	*(S)11/13/1996	*(S)5/8/1997
*(S)7/21/1997	***(S)2/14/1996	*(S)9/16/1995	*(S)4/4/1992	***(S)4/29/1992	*(S)11/14/1996
*(S)4/16/1992	*(S)8/2/1994	*(S)8/2/1994	*(S)9/7/1993	*(S)12/9/1994	*(S)10/8/1993
*(S)8/18/1994					

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

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

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

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

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

10.32 - 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:

10.33 - Student(s) Not Recommended for Expulsion as Specified Under Education Code Section 48915 (a)

Education Code Section 48915 (a) states, "Principal or the Superintendent of the schools shall recommend a pupil's expulsion...., unless the principal or superintendent finds and so reports in writing to the governing board that expulsion is inappropriate, due to the particular circumstance, which should be set out in the report of the incident."

The student(s) identified below were found to have committed a violation of Education Code Section 48900 for which a referral for expulsion is mandated; however, the principal found that due to particular circumstances, expulsion is inappropriate:

11/7/2000

10.34 - Revocation of Suspension of Expulsion

FURTHER, in accordance with Education Code Section 48917, the Board does hereby order the expulsion of the student(s) with birth date(s) as listed:

4/5/1993

This order revokes a previously suspended expulsion order and is recommended at this time because the student(s) violated the conditions of the suspension of the expulsion order.

10.35 - 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:

9/23/1996    5/31/1994    6/3/1994    6/20/1993    7/4/1993    3/5/1993

10.36 - Failure to Recommend Mandatory Expulsion 48915

BE IT RESOLVED that the following school(s) have failed to adhere to Education Code Section 48915. Principals are required by Education Code to report guns, brandishing a knife, sexual assault, possession of an explosive device, and/or the sale of an illegal substance. The following school(s) have not followed this Education Code requirement:

10.37 - Petition to Expunge, Rescind, or Modify Expulsion

11/14/1996    3/21/1995

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.

10.38 - Education Code 48213

11/20/1999

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.

10.7 - Business and Inservice Meetings

Teresa Parra Craig asked why Janet Stimson was attending the awards ceremony. Judy White stated that Dr. Stimson was the principal at Palm Avenue Elementary School when they were selected for the award.

Upon motion by Member Savage, seconded by Member Penman, and approved by the affirmative vote of Members Ayala, Parra Craig, Flores, Penman, Savage, Tillman, and Valdez (Noes: None), the following was adopted:

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

Rosario Valdez  
(Parent, Board Representative)

To attend the CABE Para- Educator/Parent Conference in Riverside, California, on May 26, 2010. Total cost, not to exceed \$80.00, will be paid from Belvedere Elementary School Account No. 501.

Janet Stimson  
(Board Representative)

To attend the Title I Academic Achievement Awards Ceremony at the Disneyland Hotel in Anaheim, California, on April 21, 2010. Total cost, not to exceed \$85.00, will be paid from Accountability Department Account No. 501.

Alba, Teresa  
Arevalo, Elva  
Chavarria, Eleazar  
Flores, Celina  
Lamas, Liliana  
Nava, Norma  
Sanchez, Erika  
Aguilar, Ana Toscano  
Fernandez, Myrna  
Flores, Lucia  
Najar, Maricela

To attend the 2010 California Association for Bilingual Education (CABE) Conference in Riverside, California, on May 26, 2010. Total cost, not to exceed \$2,240.00, will be paid from English Learner Programs Department Account No. 261.

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Ochoa, Dolores  
Sanchez, Milagros Jesus  
Vences, Araceli  
Zimmerman, Martha  
(Board Representatives)

10.23 - New Change Order Approval Procedures

Teresa Parra Craig asked for an explanation. John Peukert reported that due to state furloughs, some processing takes up to a year. This is an alternate process. We will be able to pay vendors without a financial penalty. There is a potential liability, but the architect and inspector on site will verify the work.

Upon motion by Member Flores, seconded by Member Parra Craig, and approved by the affirmative vote of Members Ayala, Flores, Penman, Savage, Tillman, and Valdez (Noes: None; Abstentions: Parra Craig), the following was adopted:

BE IT RESOLVED that the Board of Education approves the new change order approval procedures due to extensive delays by the Division of State Architect's approval of pending change orders as follows:

- Initiate Notice of Completion (NOC) process without final DSA approval. Acknowledge on NOC that there are pending DSA change orders and their dollar amounts.
- The Architect, Construction Manager (CM), DSA Inspector of Record (IOR), and contractors must provide certification that all work, including the pending change orders, has been completed in compliance with all of the plans and specifications and applicable codes.
- The District will validate that the work is satisfactorily completed, including the pending change orders.
- The District will provide for the filing and recordation of the NOC (including the certification by the Architect and CM, DSA, and IOR and contractors that the work is complete) to the Board of Education and the County of San Bernardino.
- The Board will authorize the release of the retention and payment for the pending change orders 35 days after the filing of the NOC, except those amounts required to be held in response to a valid stop notice.
- If the DSA does not approve the change orders that were submitted and the retention and payments have been released using this procedure, any potential fixes would have to be

paid by the District which would, in turn, seek remedies through the Architect, Construction Manager, IOR, or Contractor.

10.26 - Bid No. F08-10, Bradley, Marshall, Alessandro, and Warm Springs Elementary Schools Modernization Project

Upon motion by Member Parra Craig, seconded by Member Flores, and approved by the affirmative vote of Members Ayala, Parra Craig, Flores, Penman, Savage, Tillman, and Valdez (Noes: None), the following was adopted:

BE IT RESOLVED that the contracts for Bid No. F08-10, Bradley, Marshall, Alessandro, and Warm Springs Elementary Schools Modernization Project, be awarded to the lowest responsible bidder meeting the specifications, based on the combined Base Bid for all four sites. The cost will be paid from Funds 01 – 707, 21, 35, and 40.

<u>Contractors</u>	<u>Total Base Bid, including Allowance</u>
Cyrcon Builders LP 28406 Constellation Road Valencia, CA 91355	\$ 5,703,000.00

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said agreement for the bid awarded.

**11.0 - Action Items**

11.1 - Quarterly Uniform Complaint Report Summary

Upon motion by Member Savage, seconded by Member Valdez, and approved by the affirmative vote of Members Ayala, Parra Craig, Flores, Penman, Savage, Tillman, and Valdez (Noes: None), the following was adopted:

BE IT RESOLVED that the Board of Education approves the findings of the Quarterly Uniform Complaint Report Summary for the period of January to March 2010.

11.2 - Personnel Report #20, April 20, 2010

Teresa Parra Craig stated that the Printing Services Department makes money and she doesn't support abolishing a Duplicating Equipment Operator position. Mrs. Parra Craig requested clarification on the Clerk II position being established and the Office Assistant II/SAP position being abolished in Communications. Linda Bardere, Communications Director, stated that the SAP position was originally a Clerk II. In 2007, the Clerk II position was abolished and the Office Assistant was moved to the switchboard. It is being abolished because the person is

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retiring. It will be hard to bump an SAP position, so they are changing it back to a Clerk II position.

Judi Penman asked if the abolishments will result in people losing their jobs. Mel Albiso stated that some may end up getting laid off, due to the loss of categorical funding and from the modification on clerical staffing. Mrs. Penman stated that she would rather see salaries cut than positions. Mrs. Penman asked about the attendance verifiers being abolished. Mr. Albiso stated that Clerk II's can do that work.

Danny Tillman stated that a lot of this is sophisticated and based on negotiations. Some actions are based on direction the Board has given.

Upon motion by Member Flores, seconded by Member Parra Craig, and approved by the affirmative vote of Members Ayala, Parra Craig, Flores, Savage, Tillman, and Valdez (Noes: Penman), the following was adopted:

BE IT RESOLVED that the Personnel Report #20, dated April 20, 2010, be approved as presented with the following deletions. 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.

~~Page 24:~~

~~Clerk II, 8 hours, 12 months, Communications~~

~~Page 34:~~

~~Duplicating Equipment Operator, 8 hours, 12 months, Printing Services, effective July 1, 2010~~

~~Page 39:~~

~~Office Assistant II/SAP, 8 hours, 12 months, Communications, effective July 1, 2010~~

Upon motion by Member Tillman, seconded by Member Savage, and approved by the affirmative vote of Members Ayala, Flores, Savage, Tillman, and Valdez (Noes: Parra Craig; Abstentions: Penman), the following was adopted:

BE IT RESOLVED that the following pages of Personnel Report #20, dated April 20, 2010, be approved as presented.

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Page 24:

Clerk II, 8 hours, 12 months, Communications

Page 34:

Duplicating Equipment Operator, 8 hours, 12 months, Printing Services, effective July 1, 2010

Page 39:

Office Assistant II/SAP, 8 hours, 12 months, Communications, effective July 1, 2010

### **SESSION TEN - Closed Session**

#### **12.0 - 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: Yolanda Ortega  
Employee Organization: California School Employees Association  
San Bernardino School Police Officers Association

District Negotiator: Harold Vollkommer  
Employee Organization: Communications Workers of America  
San Bernardino Teachers Association

#### **Public Employee Discipline/Dismissal/Release**

##### **Public Employee Appointment**

Title: High School Principal  
Alternative School Principal

Board Members Ayala and Penman left the meeting at 10:15 p.m.

**SESSION ELEVEN – Open Session**

**13.0 - Action Reported from Closed Session**

Upon motion by Member Savage, seconded by Member Flores, and approved by the affirmative vote of Members Parra Craig, Flores, Savage, Tillman, and Valdez (Noes: None; Absent for Vote: Ayala and Penman), the following was adopted:

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

ACOSTA, TEXABEL: Principal – High School, effective date, work year and salary, to be determined. Budget: 035

AMERSON, GORDON: Principal – High School, effective date, work year and salary, to be determined. Budget: 035

SCHINDLER, CHARLES: Principal – High School, effective date, work year and salary, to be determined. Budget: 035

MURRIETA, HECTOR: Principal – Alternative High School, effective date, work year and salary, to be determined. Budget: 035

**SESSION TWELVE - Closing**

**14.0 - Adjournment**

By the affirmative vote of the members, the meeting was adjourned at 10:20 p.m.

The next regular meeting of the Board of Education of the San Bernardino City Unified School District will be held on Tuesday, May 4, 2010, at 5:30 p.m. in the Community Room of the Board of Education Building, 777 North F Street, San Bernardino.