

**AGENDA INDEX FOR THE  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**

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

**BOBBIE PERONG**  
Vice President

**DR. BARBARA FLORES**  
Board Member

**MARGARET HILL, D.Ed.**  
Board Member



**MICHAEL J. GALLO**  
President

**DALE MARSDEN, Ed.D.**  
Superintendent

**ABIGAIL MEDINA**  
Board Member

**LYNDA K. SAVAGE**  
Board Member

**DANNY TILLMAN**  
Board Member

May 19, 2015

Estimated Times

**SESSION ONE – Workshop**

**1.0 Board Vacancy Procedures/Timelines** **4:00 pm**

**SESSION TWO - Opening**

**2.0 Opening** **5:30 pm**

- 2.1 Call to Order
- 2.2 Pledge of Allegiance to the Flag
- 2.3 Adoption of Agenda
- 2.4 Inspirational Reading – Lynda Savage

**SESSION THREE - Special Presentations**

**3.0 Special Presentations** **5:35 pm**

- 3.1 School Showcase – Golden Valley Middle School
- 3.2 Outstanding Student Awards

\*All indicated times are approximate. The actual time for any item is dependent upon the amount of time required for prior items.

**SESSION FOUR – Student Achievement**

**4.0 Student Achievement 6:25 pm**

- 4.1 Key Performance Indicators – Graduation/Dropout Rates

**SESSION FIVE – Public Hearing**

**5.0 Public Hearing 6:45 pm**

- 5.1 Charter Petition Renewal for CLUES Charter School
- 5.2 Public Disclosure of the Tentative Agreement (Article XI – Wages, Article VII Health and Welfare Benefits, Article XIV Hours of Employment, Article XV Class Size, Article XVI Evaluation Procedures, & Article XXVIII Term of Agreement) Between the San Bernardino City Unified School District and San Bernardino Teachers Association
- 5.3 Public Disclosure of the Tentative Agreement (Article VI – Wages, Article VII Health and Welfare Benefits, Article VIII Retiree Health Insurance & Article XIV Leaves) Between the San Bernardino City Unified School District and California School Employees Association
- 5.4 Public Disclosure of Proposed Increase in Salary – Management Personnel
- 5.5 Public Disclosure of Agreement (Classified Work Calendars) Between the San Bernardino City Unified School District and California School Employees Association (CSEA)

**SESSION SIX - Reports and Comments**

**6.0 Reports and Comments 7:10 pm**

- 6.1 Report by San Bernardino Teachers Association
- 6.2 Report by California School Employees Association
- 6.3 Report by Communications Workers of America
- 6.4 Report by San Bernardino School Police Officers Association
- 6.5 Report by San Bernardino School Managers
- 6.6 Board/Superintendent Protocol Discussion – 2<sup>nd</sup> Protocol  
Comments by Board Members
- 6.7 Board Committee Reports
- 6.8 Comments by Superintendent and Staff Members
- 6.9 Book Study – Making Hope Happen, The Present is Not What Limits Us

**SESSION SEVEN – Public Comment**

**7.0 Public Comment 8:20 pm**

**SESSION EIGHT - Administrative Reports**

**8.0**    *Administrative Reports* **9:05 pm**

8.1    Personnel Commission Annual Report

**SESSION NINE – Consent Calendar**

**9.0**    *Consent Calendar* **9:20 pm**

**BOARD OF EDUCATION**

9.1    Approval of Minutes

**DEPUTY SUPERINTENDENT**

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

**BUSINESS SERVICES**

- 9.3    Acceptance of Gifts and Donations to the District
- 9.4    Amendment No. 5 to the Agreement with Durham School Services, L.P., Warrenville, Illinois, to Provide Student Transportation Services
- 9.5    Board Delegation of Powers
- 9.6    Business and Inservice Meetings
- 9.7    Commercial Warrant Register for period from April 16 through April 30, 2015
- 9.8    Delegation of Limited Purchasing Authority
- 9.9    Delegation of Purchasing Authority
- 9.10   Extended Field Trip, San Geronio High School, CIF State Track and Field, Clovis, CA
- 9.11   Payment for Course of Study Activities
- 9.12   Payment for Services Rendered by Non-Classified Experts and Organizations
- 9.13   Request to Reject Request for Proposal (RFP) No. 14-25, Student Transportation Services
- 9.14   Sale of Used District Covered Electronic Waste (CEW/Non-CEW)
- 9.15   Signature Authorization – Business Services
- 9.16   Signature Authorization – Purchasing Director

**Fiscal Services**

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

**EDUCATIONAL SERVICES**

- 9.18 Approval of Single Plans for Student Achievement, 2014-2015  
9.19 Request for Waiver of California High School Exit Exam (CAHSEE) Passage Requirement for Students with a Disability

**FACILITIES/OPERATIONS**

**Facilities Management**

- 9.20 Amendment No. 2 to the Professional Services Agreement with Bowie, Arneson, Wiles & Giannone Law Firm to Provide General Legal Services  
9.21 Amendment No. 3 to the On-Call/Emergency Professional Services Master Agreements for Structural and/or Mechanical Engineering Services at Various District Sites  
9.22 Amendment No. 3 to the Professional Services Agreement for Commissioning Services  
9.23 Amendment No. 3 to the Professional Services Agreements for HVAC Systems Upgrades at Various District Sites  
9.24 Amendment No. 3 to the Professional Services Agreements for the Storm Water Pollution Prevention Plans at Various School Sites  
9.25 Amendment No. 3 to the Professional Services Master Agreements for DSA Inspectors of Record Services at Various District Projects  
9.26 Amendment No. 4 to the On-Call Professional Services Master Agreements for Civil and/or Electrical Engineering Services at Various District Sites  
9.27 Amendment No. 4 to the Professional Services Agreements for All Architectural and Engineering Services at Various District Sites  
9.28 Amendment No. 5 to the Master Services Agreement for the Lease and/or Purchase of DSA Approved Relocatable Buildings for the QEIA Program and Modernization Projects Throughout the District  
9.29 Amendment No. 6 to the Master Services Agreements for Real Property Survey Services for Facilities Management Projects of New, Existing, or Potential Schools and Administrative Sites Throughout the District  
9.30 Approval of Change Orders for Facilities and Maintenance & Operations Projects, 2015-2016  
9.31 Bid No. F15-06, Dominguez Elementary School - Phase II  
9.32 Signature Authorization - Facilities Planning and Development

**Nutrition Services**

- 9.33 Cafeteria Warrant Register, April 1 - April 30, 2015
- 9.34 Delegation and Authorization - Nutrition Services Department

**HUMAN RESOURCES**

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

**STUDENT SERVICES**

**Youth Services**

- 9.36 Expulsion of Student(s)
- 9.37 Student(s) Recommended for Suspension, but Remanded Back to School Sites or had Suspensions Reduced, Due to Errors of Due Process, Lack of Evidence, and/or Availability of Other Means of Correction
- 9.38 Student(s) Recommended for Expulsion, but Remanded Back to the School Sites Due to Errors of Due Process, Lack of Evidence and/or Availability of Other Means of Correction
- 9.39 Lift of Expulsion of Student(s)

**SESSION TEN – Action Items**

**10.0 Action Items**

**9:25 pm**

- 10.1 Personnel Report #22, Dated May 19, 2015
- 10.2 Approve Charter Extension for Taft T. Newman Leadership Academy and Adopt Resolution Effectuating that Action; Approve the Special Education Memorandum of Understanding Between the District and Taft T. Newman Leadership Academy
- 10.3 Approve the Charter Renewal for Provisional Accelerated Learning (PAL) Academy and Adopt Resolution Effectuating that Action; Approve the Special Education Memorandum of Understanding Between the District and Provisional Accelerated Learning (PAL) Academy
- 10.4 Approve Charter Extension for Woodward Leadership Academy and Adopt Resolution Effectuating that Action; Approve the Special Education Memorandum of Understanding Between the District and Woodward Leadership Academy
- 10.2 Top 10 Priorities
- 10.3 Future Agenda Items
- 10.4 Follow Up on Requests/Questions from Board/Community Members

**SESSION ELEVEN - Closed Session**

**11.0** *Closed Session*

**9:55 pm**

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

**Student Matters/Discipline**

**Conference with Labor Negotiator**

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

**Public Employee Discipline/Dismissal/Release**

**Litigation**

Number of Cases: Two

**Anticipated Litigation**

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

Number of Cases: One

**SESSION TWELVE – Open Session**

**12.0** *Action Reported from Closed Session*

**10:00 pm**

**SESSION THIRTEEN - Closing**

**13.0** *Adjournment*

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

The District is committed to provide equal access to individuals with a disability to open and public meetings. For information on the availability of disability-related aids or services to enable any person with a disability to participate in a public meeting and/or to request reasonable accommodations, please contact:

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May 19, 2015

Affirmative Action Office  
777 North F Street  
San Bernardino, CA 92410  
(909) 381-1122  
(909) 381-1121 fax

Office Hours: Monday through Friday, 8 a.m.-4:30 p.m.

Requests for reasonable accommodations must be received by the Affirmative Action Office no later than five working days before the public meeting so that an interactive process can be effectuated to determine an effective accommodation that would best serve the needs of the individual with a disability.

Posted: May 15, 2015

Board of Education Meeting  
May 19, 2015



**AGENDA FOR THE  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**

**Regular Meeting of the Board of Education  
Community Room  
Board of Education Building  
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San Bernardino, California**

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**BOBBIE PERONG**  
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**DALE MARSDEN, Ed.D.**  
Superintendent

**DANNY TILLMAN**  
Board Member

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**SESSION ONE – Workshop**

***1.0 Workshop***

**Board Seat Vacancy**

Kegham Tashjian will discuss procedures and timelines for implementing the Board action taken on April 21, 2015 to fill the anticipated board seat vacancy by appointment.

**SESSION TWO - Opening**

***2.0 Opening***

- 2.1 Call to Order
- 2.2 Pledge of Allegiance to the Flag
- 2.3 Adoption of Agenda
- 2.4 Inspirational Reading – Lynda Savage

### **SESSION THREE - Special Presentations**

#### **3.0 *Special Presentations***

##### **3.1 School Showcase – Golden Valley Middle School**

Kristen Bicondova, principal of Golden Valley Middle School, will highlight their Special Education Department.

##### **3.2 Outstanding Student Awards**

### **SESSION FOUR – Student Achievement**

#### **4.0 *Student Achievement***

##### **4.1 Key Performance Indicators – Graduation Rates**

### **SESSION FIVE – Public Hearing**

#### **5.0 *Public Hearing***

##### **5.1 Charter Petition Renewal for CLUES Charter School (Prepared by Educational Services Division)**

On April 17, 2015 David Morrow of Center for Learning and Unlimited Educational Success (CLUES) submitted a charter renewal petition to the Charter School Operations Department. At this time, a Public Hearing will be held to consider the level of support for the charter renewal petition.

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

On April 16, 2015, the District and the San Bernardino Teachers Association (SBTA) agreed to the following Tentative Agreement regarding wages, health and welfare benefits, hours of employment, class size, evaluation procedures, and term of agreement. In addition, the required forms 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

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agreement(s) to the collective bargaining agreement(s) on the District's budget, ending balance, and general fund reserves. The summary of the Tentative Agreement with the San Bernardino Teachers Association, setting forth the financial impact of the Tentative Agreement, is included in the Board Agenda for the Board's review and to make them available to the interested public.

On May 15, 2015, SBTA ratified the proposed Tentative Agreement to the collective bargaining agreement.

**TENTATIVE AGREEMENT  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
AND  
SAN BERNARDINO TEACHERS ASSOCIATION**

This Tentative Agreement is made and entered into this 16th day of April 2015 between the San Bernardino City Unified School District, (hereinafter referred to as "District") and the San Bernardino Teachers Association, (hereinafter referred to as "Association").

All terms and conditions of the current Collective Bargaining Agreement shall remain in full force and effect beginning this 16th day of April 2015 through June 30, 2017 with the following exceptions:

**ARTICLE XI - WAGES**

Appendices A, D, E, and F shall be increased by 5% retroactive to July 1, 2014. Effective July 1, 2015, Appendices A, D, E, and F shall be increased by 2%. Appendix C shall be increased by 7% effective July 1, 2015.

Section 7—Regularly Scheduled Part-Time, Summer School, and Intersession Rate.

- A. \$34.24 per hour when teaching classes in the summer school program.
- B. \$30.31 per hour when teaching classes where attendance is taken and the unit member issues credit and grades for student work.
- C. \$27.88 per hour when supervising students or professional assignments, including curriculum writing and mandated in-service training.
- D. \$20.61 per hour when attending in-service training, except when the unit member accepts a stipend to attend in-service training program.

**ARTICLE XII - HEALTH AND WELFARE BENEFITS**

Article XII shall remain in effect as in the current agreement.

**ARTICLE XIV - HOURS OF EMPLOYMENT**

For the 2014-2015 school year, Article XIV shall remain in effect as in the current agreement.

For the 2015-2016 school year, the work day shall increase by fifteen (15) minutes, which shall be used for preparation, planning, and other professional activities. The (15) minute increase will

be added to the beginning of the work day at the elementary level, and at the end of the work day at the secondary level.

**ARTICLE XV - CLASS SIZE**

Add Transitional Kindergarten maximum class size of twenty (20) in Section 1. The remaining provisions of Article XV shall remain in effect as in the current agreement.

**ARTICLE XVI - EVALUATION PROCEDURES**

For the 2014-2015 and 2015-2016 school years, Article XVI shall remain in effect as in the current agreement. During the 2016-2017 school year, the attached changes will take effect.

**Section 1 – General**

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

**Section 2 – Notice and Orientation**

Unit members designated for evaluations shall receive written notice of evaluation, including the name of his/her evaluator. Within the first twenty (20) work-days of the school year or assignment to that work location, the evaluator shall schedule an orientation meeting with the unit member. The evaluator shall provide unit member with the following orientation information:

- A. A copy of this Article, along with the opportunity to review the Article and ask questions.
- B. An overview of the evaluation criteria, a copy of the Goal Setting Form, a copy of the CSTP rubric, and the Self-Assessment rubric.
- C. Available resources, including but not limited to Beginning Teacher Support and Assistance (BTSA) and Peer Assistance Review (PAR). The evaluator, or designee, shall be available to model methods of instruction in a classroom setting if requested by the unit member.

**Section 3 – Initial Individual Meeting**

Within the first thirty (30) work-days of the school year or assignment to that work location, and following the notice and orientation meeting, the evaluator and the unit member shall meet. In this meeting, the unit member shall bring the completed Self-Assessment rubric and a draft of ideas for collaborative goal setting. The evaluator and the unit member will discuss:

- A. Agreement of goals
  - 1. One (1) School or one (1) District or one (1) Community Goal
    - This goal may include compensated or non-compensated co-curricular activities.

2. One (1) Professional Goal
    - This goal can be an individual, site, or district-based goal.
  3. One (1) Student Outcome Goal for the 2016-2017 school year and two (2) Student Outcome Goals beginning in 2017-2018.
    - The goal(s) may be connected to the Single Plan for Student Achievement (SPSA), Key Performance Indicators (KPIs), and/or other collaboratively agreed upon student outcome indicators.
- B. The Goal Setting form is a “living document” that may be modified at any time with mutual agreement of the evaluator and the unit member.
- C. Goal monitoring, timelines, available resources, and evidence to demonstrate progress.

#### **Section 4 – Evaluation Criteria**

- A. Teachers shall be evaluated using the following:
1. The most recent California Commission on Teacher Credentials (CCTC) approved California Standards for the Teaching Profession (CSTP)
    - a. Engaging and supporting all students in learning;
    - b. Creating and maintaining effective environments for student learning;
    - c. Understanding and organizing subject matter for student learning;
    - d. Planning instruction and designing learning experiences for all students;
    - e. Assessing student learning;
    - f. Developing as a professional educator;
  2. Rapport and timely communication with students, parents, staff, and administrators;
  3. Attendance and punctuality;
  4. Member judgment; and
  5. Measurable Goals as outlined in Section 3A.
- B. Counselors at all levels shall be evaluated on the following:
1. The most recent American School Counselor Association (ASCA) approved version of the National Counseling Standards
    - a. Academic Development;
    - b. Career Development; and

- c. Personal/Social Development;
  2. Professional Development;
  3. Professional Work Habits;
  4. Rapport and timely communication with students, parents, staff, and administrators;
  5. Attendance and punctuality;
  6. Member Judgment; and
  7. Measurable Goals as outlined in Section 3A.
- C. Speech and Language Pathologists shall be evaluated on the following:
1. Testing, Diagnosing, and Reporting;
  2. Planning and Oversight;
  3. Managing and Conducting Therapy;
  4. Collaborating for Student Support;
  5. Developing as a Professional Educator;
  6. Professional Work Habits;
  7. Rapport and timely communication with students, parents, staff, and administrators;
  8. Attendance and punctuality;
  9. Member Judgment; and
  10. Measurable Goals as outlined in Section 3A.
- D. Nurses shall be evaluated on the following:
1. Rapport and timely communication with students, parents, staff, and administrators;
  2. The proper assessment of assigned students and the accurate and timely preparation of required reports;

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3. Consultation with students, parents, staff, and administrators on specific needs of students;
4. Current knowledge of proper assessment techniques;
5. Attendance and punctuality;
6. Member Judgment; and
7. Measurable Goals as outlined in Section 3A.

E. Psychologists shall be evaluated on the following:

8. Rapport and timely communication with students, parents, staff, and administrators;
9. The accurate and timely maintenance of confidential student records and files;
10. Current knowledge and proper administration of assessment instruments, including accurate scoring and interpretation, and placement of students, based upon eligibility criteria, in accordance with federal and state law and District policy;
11. Consultation with students, parents, staff, and administrators on specific needs of students and interpretation of student performance through assessment results;
12. Attendance and punctuality;
13. Member Judgment; and
14. Measurable Goals as outlined in Section 3A.

F. Special Education program specialists shall be evaluated on the following:

1. Rapport and timely communication with students, parents, staff, and administrators;
2. Consultation with students, parents, staff, and administrators on specific needs of students and interpretation of student performance through assessment results;
3. Staff development activities and demonstration of instructional techniques and strategies;
4. Assurance that students are properly placed in Special Education programs and knowledge of program options;

5. Attendance and punctuality;
6. Member Judgment; and
7. Measurable Goals as outlined in Section 3A.

G. Librarians shall be evaluated on the following:

1. Rapport and timely communication with students, parents, staff, and administrators;
2. The accurate and timely maintenance of library records and adherence to the library budget;
3. Planning, organizing and presenting a library service program involving students and staff;
4. The establishment and maintenance of a suitable learning environment;
5. Attendance and punctuality;
6. Member Judgment; and
7. Measurable Goals as outlined in Section 3A.

H. Permit Teachers shall be evaluated on the following:

1. Engaging and supporting all students in learning;
2. Creating and maintaining an effective environment for student learning;
3. Understanding and organizing age appropriate content for student learning;
4. Planning instruction and designing learning experiences for all students;
5. Assessing student learning;
6. Developing as a professional educator;
7. Rapport and timely communication with students, parents, staff, and administrators;
8. Attendance and punctuality;
9. Member Judgment; and



10. Measurable Goals as outlined in Section 3A.

- I. The criteria for the evaluation of other unit members shall be established by the evaluator after consultation with the unit member to be evaluated.

### **Section 5 - Observations**

- A. The number of observations shall routinely be three (3) or more. After the completion of the first observation, with written agreement of both the evaluator and the permanent unit member, who has documented satisfactory performance, the number of observations may be reduced to two (2) or one (1).
  1. For permanent unit members, the first observation shall be completed prior to the Winter Recess.
  2. For first-year probationary unit members, not fewer than two (2) observations shall be completed prior to the Winter Recess.
  3. In the case of second-year probationary unit members, at least one (1) observation shall be completed prior to the Winter Recess.
- B. Unit members shall meet with their evaluator to collaboratively discuss the observation summary, rating related to evaluation criteria, as well as steps/strategies for growth.
  1. Two (2) school days prior to the observation conference, the unit member shall receive a draft copy of the observation summary.
  2. Within ten (10) school days following the observation, the unit member shall receive a written summary of the conference.
  3. If either the evaluator or unit member is absent, the ten (10) school days for completion of the conference summary shall be extended by the number of days of absence.

### **Section 6 - Program Reviews**

- A. Program reviews of unit member's work may be substituted for one or more of the observations set forth in Section 4 above. If a conference was not conducted during the program review, a post program review conference shall be conducted for the following unit members:
  1. Elementary Counselors
  2. Hearing Panel Members
  3. Independent Study Teachers
  4. Librarians
  5. Middle School Counselors
  6. Nurses

7. Program Facilitators
8. Program Specialists
9. Psychologists
10. Senior High School Counselors
11. Special Education Counselors
12. Speech Therapists
13. Teachers-on-Assignment

- B. Unit members shall meet with their evaluator to collaboratively discuss the program review, rating related to evaluation criteria, as well as steps/strategies for growth.
1. Two (2) school days prior to the program review conference, the unit member shall receive a draft copy of the program review summary.
  2. Within ten (10) school days following the program review, the unit member shall receive a written summary of the conference.
  3. If either the evaluator or unit member is absent, the ten (10) school days for completion of the program review shall be extended by the number of days of absence.

### **Section 7 - Goal Monitoring Meeting**

Evaluators shall meet with their evaluatees at least once a school year to effectively monitor and support the unit member's growth towards meeting their measurable goals as outlined in Section 3A. The unit member shall provide evidence of progress toward each goal. The evaluator and unit member shall collaboratively discuss and document progress, expectations of continued growth, as well as any additional support needed.

### **Section 8 --Performance Review**

In addition to observations set forth in Section 4, the evaluator may review other appropriate indicators of the unit member's performance; such as, test results, student projects, student records and other District records. When test results are used, it shall not include the use of publishers' norms established by standardized tests.

### **Section 9 – Assistance Plan**

- A. At any time during the evaluation process, if the evaluator has evidence that the unit member is not making satisfactory progress, the evaluator and the unit member shall meet to collaboratively develop an assistance plan. This plan must include:
1. Identification of the specific area(s) for improvement
  2. Specific recommendations as to how and what the unit member needs to do to improve.

3. The specific resources the evaluator will provide the unit member, including, but not limited to, services available from Beginning Teacher Support and Assistance (BTSA), Peer Assistance Review (PAR), and colleagues.
  4. A specific time for improvement.
- B. The assistance plan process shall be collaborative between the evaluator and unit member. Any written documents brought by either party to the meeting are in draft form until finalized.
- C. If the unit member transfers away from the site where they were placed on an assistance plan, the evaluator at the new site shall be responsible for initiating a new assistance plan if he/she deems it necessary.
- D. The evaluator shall assess the unit member's progress in meeting recommendations set forth in the Assistance Plan. The assessment of progress shall become part of the evaluation record.

#### **Section 10 - Alternative Evaluation Process**

Permanent unit members who receive an overall rating of "Meets Standard" or higher on their most recent end-of-year evaluation may request an alternative evaluation process. The unit member may submit an alternative evaluation plan for the evaluator's approval. The plan shall focus on the unit members' professional development in or more of the criteria set for in Section C of this Article. Once approved by the evaluator and the District's chief personnel official or designee, that plan, along with time lines included in the plan, shall become the evaluation procedure for that unit member.

#### **Section 11 – End-of-Year Evaluation**

A. Goal Assessment Meeting

1. With the mutual agreement of both the evaluator and the unit member, the Goal Assessment Meeting may be held prior to or in conjunction with the Evaluation Meeting.
2. At this meeting, the unit member shall provide evidence of progress toward each goal. The evaluator and unit member shall collaboratively discuss and document progress, areas of growth, and reflections.

B. Evaluation Conference Meeting

1. A written evaluation shall be presented to the unit member thirty (30) days prior to the last day of school. The unit member shall attend an evaluation conference prior to

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the last two (2) weeks of school. Two (2) school days prior to the evaluation conference, the unit member shall receive a copy of the evaluation. The unit member shall sign the evaluation form signifying that he/she has read the evaluation and shall be provided the opportunity to prepare a written response. The written response, if any, shall become a part of the unit member's evaluation.

### **Section 12 - Unsatisfactory Performance**

Unit members receiving an overall rating of "Unsatisfactory" shall be referred to the Peer Assistance and Review Program (PAR). Within ten (10) days of receipt of an evaluation that does not meet or exceed acceptable performance, the unit member may request another evaluator for the subsequent school year. The District may designate another evaluator. If the District does not designate another evaluator, the unit member may file a request for voluntary transfer. The transfer request must be received by Human Resources 15 student days prior to the end of the current school year in order to be considered for the beginning of the next school year.

## **ARTICLE XXVIII - TERM OF AGREEMENT**

### **Section 1 – Duration**

Except as otherwise provided herein and in Article XXVIII, Section 2, this Agreement shall remain in full force and effect from April 16, 2015 through June 30, 2017. The District and the Association shall reopen negotiations in accordance with Article XXVIII, Section 2, no later than April 1, 2016 for 2016-2017.

### **Conduct Public Hearing**

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education accepts the Tentative Agreement between the San Bernardino Teachers Association and the San Bernardino City Unified School District.

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

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

On April 17, 2015, the District and the California School Employees Association (CSEA) agreed

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May 19, 2015

to the following Tentative Agreement regarding wages, health and welfare benefits, retiree health insurance, and leaves. In addition, the required forms 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 agreement(s) to the collective bargaining agreement(s) on the District's budget, ending balance, and general fund reserves. The summary of the Tentative Agreement with the California School Employees Association, setting forth the financial impact of the Tentative Agreement, is included in the Board Agenda for the Board's review and to make them available to the interested public.

On April 29, 2015, CSEA ratified the proposed Tentative Agreement to the collective bargaining agreement.

**TENTATIVE AGREEMENT  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
April 17, 2015**

This Tentative Agreement is made and entered into this 17th day of April 2015 between the San Bernardino City Unified School District, (hereinafter referred to as "District") and the California School Employees Association, (hereinafter referred to as "Association").

**ARTICLE VI - WAGES**

Effective (and retroactive to) July 1, 2014, the salary schedule dated July 1, 2014 will be increased by 5% (Appendices A & B). Effective July 1, 2015, the salary schedule dated July 1, 2014 will be increased by 2% (Appendices A & B).

The parties agree that in the event any salary (general base wage) increase between July 1, 2015 and June 30, 2016 is agreed to, granted, or awarded to the members of any other bargaining unit which results in a disparity between the base wage, a salary (general base wage) increase shall be automatically implemented for the members of this bargaining unit in the amount necessary to maintain base wage salary parity. This temporary "me too" clause shall be null and void effective July 1, 2016. The District and Association shall not open any articles for the 2015-2016 school year.

**ARTICLE VII - HEALTH AND WELFARE BENEFITS**

For the 2014-2015 school year, Article VII shall remain in effect as in the current agreement.

**ARTICLE VIII - RETIREE HEALTH INSURANCE**

**Section 1 – Program**

During the term of this Agreement, the District shall provide group health insurance benefits to unit members who retire following not less than fifteen (15) years of continuous full-time District employment.

## **Section 2—Eligibility**

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

- A. Unit members must be eligible to retire and must retire in order to participate in the program.
- B. Upon reaching eligibility for Medicare benefits, the retired unit member and/or covered dependent(s) must enroll in a senior plan for retirees offered by the District-adopted group health insurance plans.
- C. Submit a letter of intent to the District ninety (90) days prior to the retirement date.
- D. Unit members are not eligible to participate as both a retiree employee and as a dependent in group health plans. All of a unit member's eligible dependents must be enrolled in the same health plan and may not be enrolled as dependents by more than one District retiree/employee.

## **Section 3—District Contribution**

- A. The District shall contribute an amount not to exceed the premium for an active employee charged under the tier structure during the term of this Agreement for the least expensive of the District's group health insurance plans.
- B. The District contribution for the post-retirement medical benefit shall not exceed five (5) consecutive years immediately following retirement, unless the unit member has accumulated in excess of one thousand, two hundred (1,200) hours of sick leave. Unit members who have accumulated in excess of one thousand, two hundred (1,200) hours of sick leave on their last day of service shall receive the District contributions for post-retirement medical benefits for a period not to exceed six (6) consecutive years immediately following retirement.
- C. The District will contribute an amount up to the limit set forth in sub-section A above for the retired unit member and eligible dependents. Should the cost of the District's insurance program exceed the amount set forth in sub-section A above, it will be the retiree's obligation to pay the difference, as requested by the District.
- D. The contribution will be applied to health insurance benefits provided through the District-adopted hospital and medical insurance program for unit members. If the retired unit member lives outside of the service area of the District-adopted programs, the District will reimburse the retired unit member for hospital and medical insurance, up to the limit set forth in sub-section A. of this Section. In order for retirees to receive

reimbursements under this Article, reimbursements shall be submitted to the District quarterly.

#### **Section 4 – Terms of the Program**

- A. The District will contribute an amount up to the limit set forth in Section 3 above for the retired unit member and eligible dependents.
- B. Except as provided below, the contribution will be applied only to health insurance benefits provided through the District-adopted hospital and medical insurance program for unit members.
- C. Upon reaching eligibility, any retired unit member or covered dependent(s) under this program must apply for Medicare.
- D. Upon entering the program, former unit members cease to be unit members for purposes of this Agreement.
- E. Unit members are not eligible to participate if they are not eligible for coverage under the District group health plan.

#### **Section 5 – Other Retiree Benefits**

For those unit members not eligible under Section 3 of this Article, the District shall contribute up to two thousand, two hundred and fifty dollars (\$2,250) per year for unit members who meet the following criteria:

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

### **ARTICLE XIV - LEAVES**

#### **Section 4 – Personal Necessity Leave**

- B. A request for personal necessity leave for personal business must be submitted on a District Classified Application of Leave form (HR57) to the unit member's immediate supervisor 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.

### **Section 5 – Critical Illness Leave**

- A. Certification by a physician that the illness is critical in nature is required on a form provided by the District (HR-64) or a doctor's certification of the immediate family member's critical illness, and must be approved by the District.

### **Section 13 – Quarantine/Emergency Closure**

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, a declared disaster as determined by the Superintendent, or other conditions involving the health or safety of employees. The paid release from the employee's worksite shall only be provided if the unit member is willing, and able to perform his/her customary or other reasonable and suitable duties.

### **Section 14 – Short-Term Leave Without Pay**

Unit members may be granted a short-term leave of absence without pay for reasons satisfactory to the District. Unit members shall not take more than five (5) days of short-term leave without pay during any one (1) school year.

### **Section 16 – Leave of Absence Without Pay**

### **Section 17 – Vacation (Effective July 1, 2015)**

- B. All unit members shall be allowed to carry up to a total of ten (10) vacation days into the next fiscal year.
  - (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, but not to exceed a total accumulation of twenty-five (25) days.
  - (2) If a unit member has been prevented from using vacation leave 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 twenty-five (25) day carry over limit

### **Conduct Public Hearing**



Board of Education Meeting  
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It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education accepts the Tentative Agreement between the California School Employees Association and the San Bernardino City Unified School District.

BE IT FURTHER RESOLVED that the Board of Education adopts the Tentative Agreement (Article VI – Wages, Article VII - Health and Welfare Benefits, Article VIII - Retiree Health Insurance and Article XIV - Leaves) between the California School Employees Association (CSEA) and San Bernardino City Unified School District.

5.4 Public Disclosure of Proposed Increase in Salary – Management Personnel  
(Prepared by Human Resources)

The District recommends approval of a 5% salary increase (and retroactive to) July 1, 2014 and a 2% salary increase effective July 1, 2015 for all management staff members (certificated and classified).

**Conduct Public Hearing**

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves 5% salary increase (and retroactive to) July 1, 2014 for all management staff members (certificated and classified).

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

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

On May 13, 2015, the California School Employees Association (CSEA) 610 Policy review was completed.

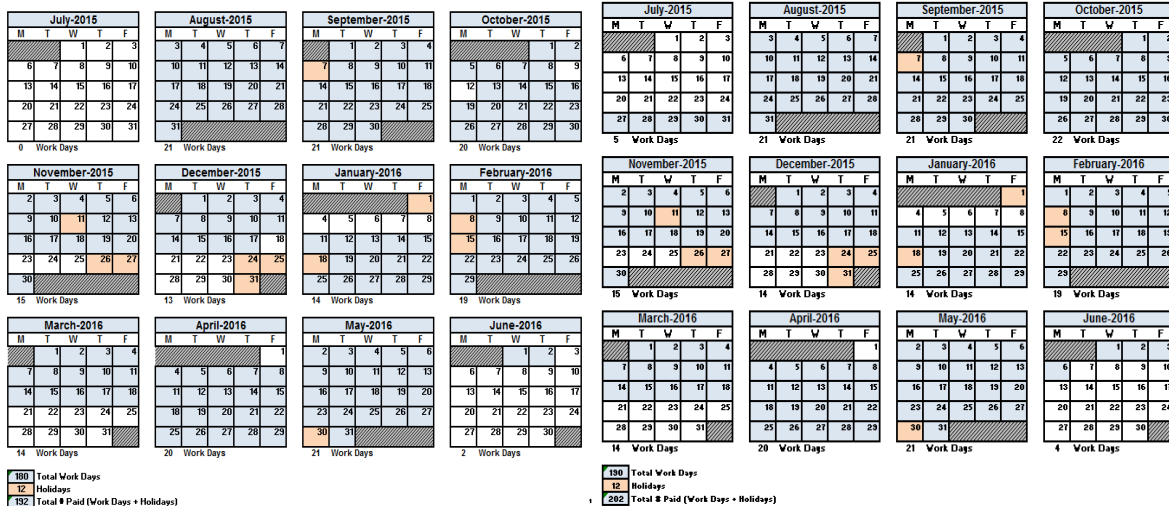
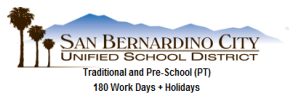
**SAN BERNARDINO UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its,  
SAN BERNARDINO CHAPTER 183**

**TENTATIVE AGREEMENT**

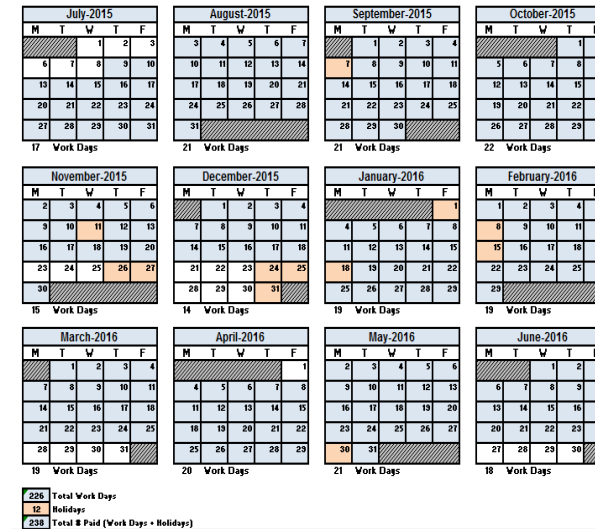
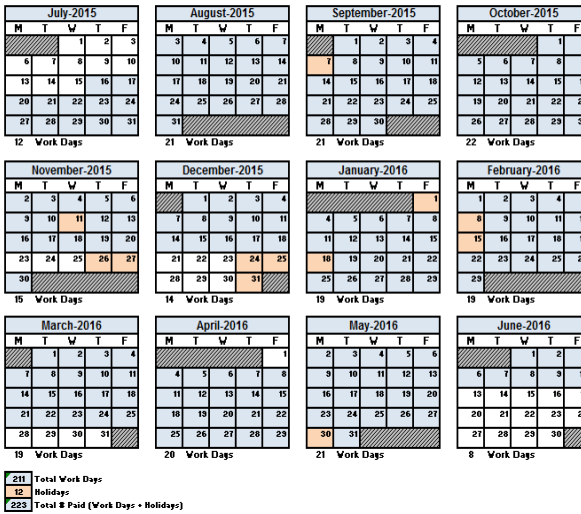
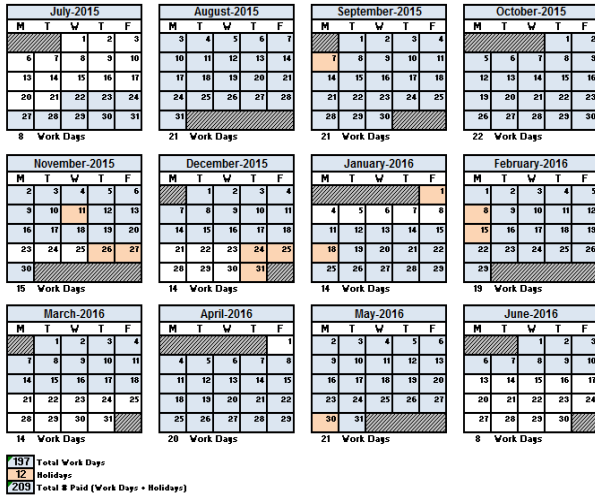
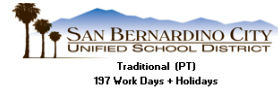
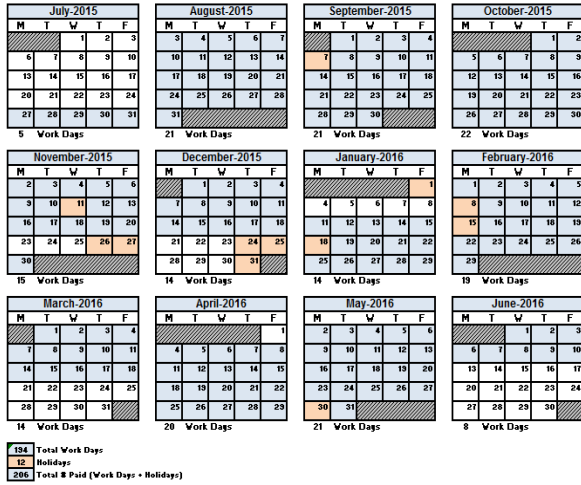
Board of Education Meeting  
 May 19, 2015

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

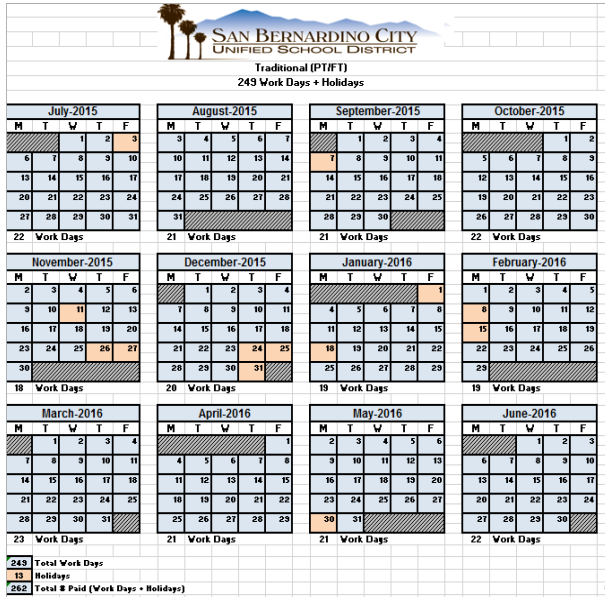
1. The District and Association met to negotiate the attached nineteen (19) 2015-16 Classified Work Year Calendars.
2. Any new Classified Work Year Calendars, other than the attached, shall be negotiated with CSEA.
3. Unit members work year shall be defined by the number of actual work days + holidays (i.e., 180 work day/part time or 194 work day/full time).
4. Unit members at the Middle College will observe Lincoln’s Birthday on Friday, February 12, 2016.



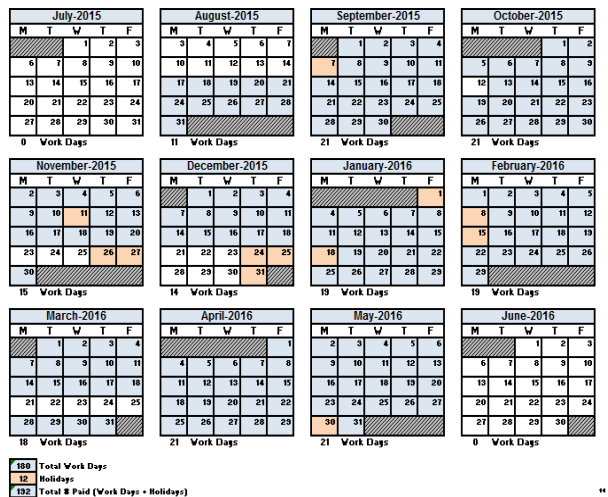
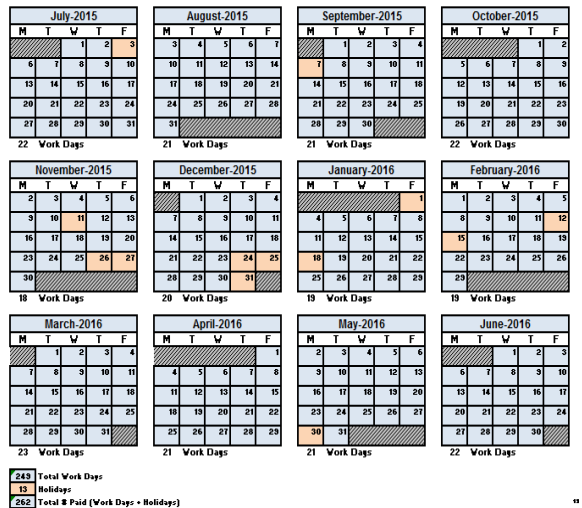
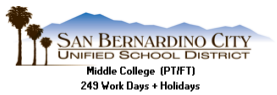
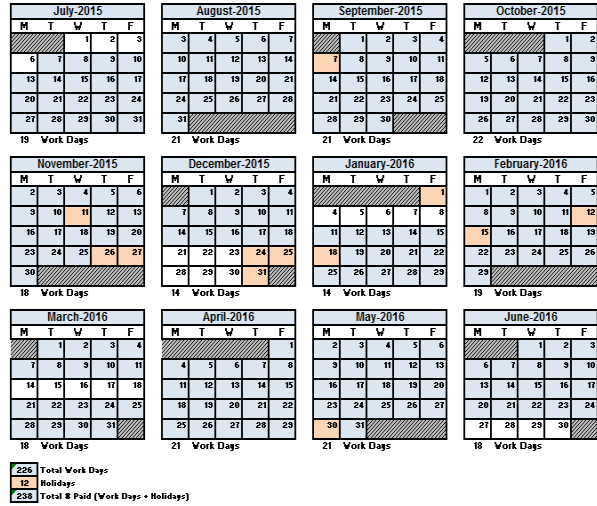
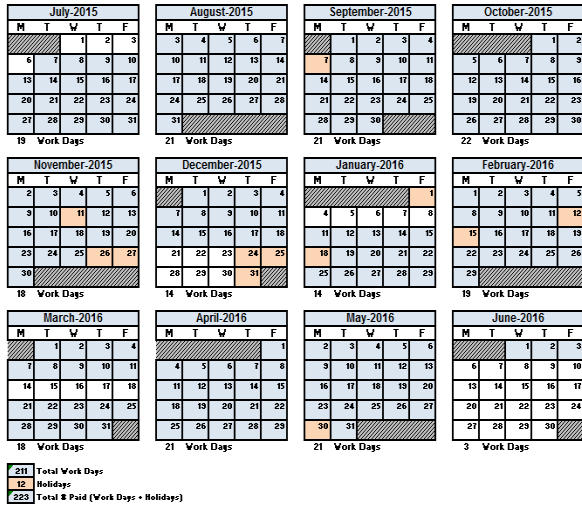
# Board of Education Meeting May 19, 2015



# Board of Education Meeting May 19, 2015



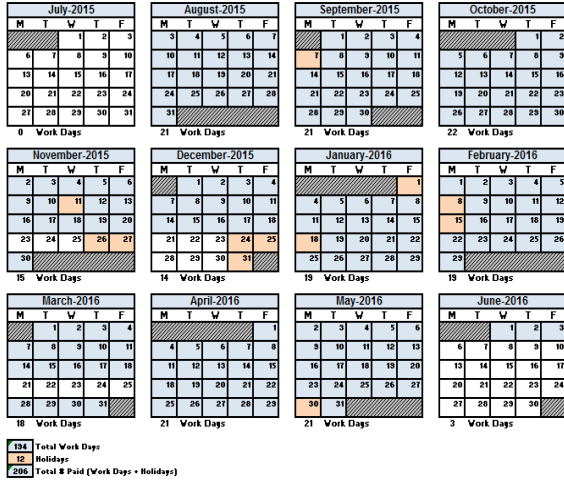
# Board of Education Meeting May 19, 2015



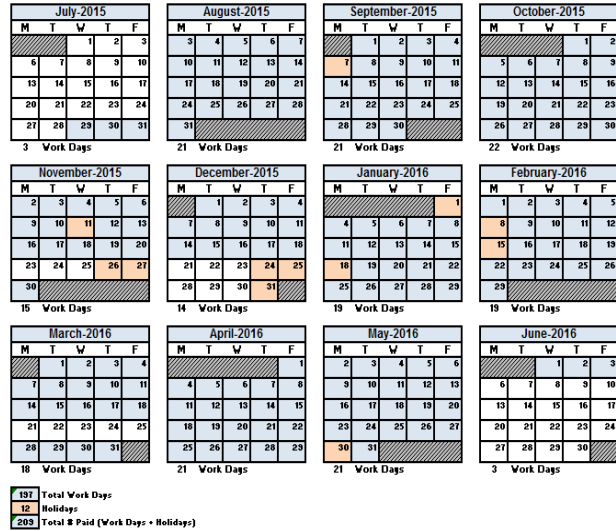
# Board of Education Meeting May 19, 2015



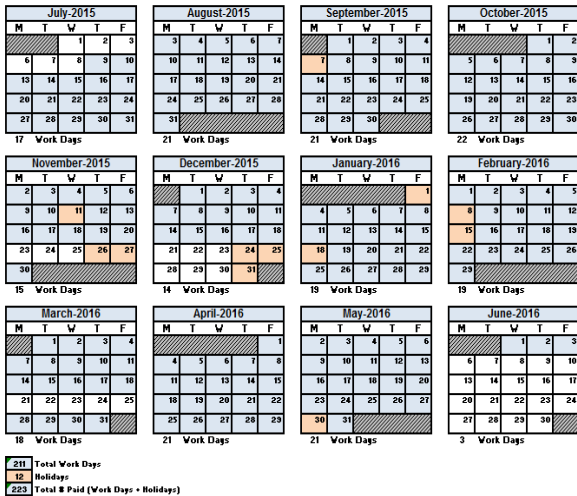
Adult School (FT)  
194 Work Days + Holidays



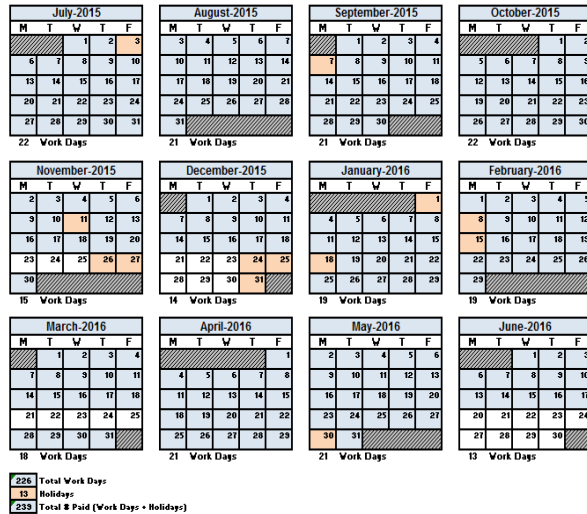
Adult School (PT)  
197 Work Days + Holidays



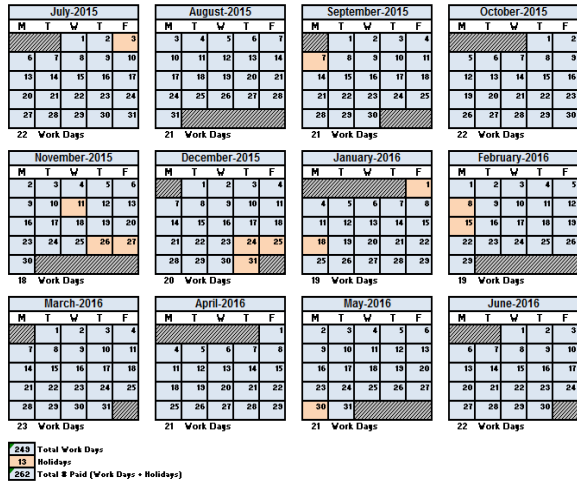
Adult School (FT)  
211 Work Days + Holidays



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



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It is recommended that the following resolution be adopted:

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

**SESSION SIX - Reports and Comments**

**6.0 Reports and Comments**

- 6.1 Report by San Bernardino Teachers Association
- 6.2 Report by California School Employees Association
- 6.3 Report by Communications Workers of America
- 6.4 Report by San Bernardino School Police Officers Association
- 6.5 Report by San Bernardino School Managers
- 6.6 Board Protocol Discussion – 2<sup>nd</sup> Protocol

Any complaint made to a Board member by a citizen or a member of the staff is to be referred directly to the Superintendent, who is to resolve it according to Board policy making certain all Board members are informed.

Comments by Board Members

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

6.7 Board Committee Reports

6.8 Comments by Superintendent and Staff Members

The Superintendent and other members of the management staff may discuss events and future activities significant to the school district.

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

**SESSION SEVEN – Public Comment**

**7.0 *Public Comment***

This is the time during the agenda when the Board of Education is prepared to receive comments of members of the public on any matter within its subject matter jurisdiction. If you wish to address the Board, please complete a “Request to Address the Board of Education” form giving a brief description of the matter you wish to address. If you wish to speak to an agenda item and prefer to wait to address the Board at the time the item is under Board consideration, indicate so on your form. Please place your completed form in the inbox located at the agenda table.

The Board may not have complete information available to answer questions and may refer specific concerns to the Superintendent for attention. The Board requests that any person wishing to make complaints against District employees file the appropriate complaint form prior to this meeting. Speakers are cautioned that under California law, no person is immune from liability for making intentionally false or defamatory comments regarding any person simply because these comments are made at a public meeting.

This is the only time on the agenda that the public will have an opportunity to address the Board on non-agendized matters. When recognized by the President of the Board, please step to the microphone at the podium, give your name and address, and limit your comments to five minutes. The Board limits total time for public comment on any topic to 30 minutes.

**SESSION EIGHT - Administrative Reports**

**8.0 *Administrative Reports***

8.1 Personnel Commission Annual Report

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



## **SESSION NINE – Consent Calendar**

### **9.0 *Consent Calendar*** (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.

### **BOARD OF EDUCATION**

#### 9.1 Approval of Minutes (Prepared by Superintendent's Office)

It is recommended that the following resolution be adopted:

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

### **DEPUTY SUPERINTENDENT**

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

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

It is recommended that the following resolution be adopted:

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

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

Requester/Approver: Deputy Superintendent

**BUSINESS SERVICES**

9.3 Acceptance of Gifts and Donations to the District  
 (Prepared by Business Services)

From time to time, the District receives requests from organizations and businesses to donate money, equipment, and/or supplies to be used for educational purposes in our schools.

The District has received requests to accept gifts or donations of the following:

SITE	DONOR	DONATION AND PURPOSE	AMOUNT
Henry Elementary School CAPS	Clever Crazes Cincinnati, OH	\$500.00 To support the after school program.	\$500.00
SBCUSD Police Department	McDonald's Store #17770, San Bernardino CA	\$140.00 To support the Positive Citation Program	\$140.00
San Gorgonio High School	Harold & Kelle Vollkommer San Bernardino, CA	\$500.00 To sponsor the baseball program	\$500.00
San Gorgonio High School	Alaina Matthews Highland, CA	\$20,000.00 To sponsor the school's athletic programs	\$20,000.00
Barton Elementary	Turn Around Arts: California, Los Angeles, CA	\$3,638.00 To support Literature/Poetry for 4 <sup>th</sup> Grade	\$3,638.00

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SITE	DONOR	DONATION AND PURPOSE	AMOUNT
Barton Elementary	Turn Around Arts: California, Los Angeles, CA	\$1,424.00 To sponsor the 101 Dalmatians Musical	\$1,424.00
Cajon High School	Friends of Golf, Inc. Blue Jay, CA	\$632.00 To support the boys and girls golf program	\$632.00
Cajon High School	The Brentwood Society, San Bernardino, CA	\$1,000.00 To support the school's GSA program	\$1,000.00

The acceptance of these donations meets all requirements of Board Policy 3290, Gifts, Donations, Grants, and Bequests.

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

Requester: Various  
 Approver: Director, Fiscal Services

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

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

It is recommended that the following resolution be adopted:

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

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

Requester/Approver: Director, Purchasing Department

9.5 Board Delegation of Powers  
(Prepared by Business Services)

The County Superintendent of Schools Office and county District Financial Services is presently adhering to strict interpretations of the law concerning Board delegation of powers. In the San Bernardino City Unified School District the Superintendent has asked that, in his/her absence, the Deputy Superintendent and Assistant Superintendents take necessary action including the signing of necessary forms and reports.

In order to satisfy the interpretation by the county District Financial Services and carry on the business of the District, it is recommended that the following resolution be considered for adoption:

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

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

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

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

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

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

Requester/Approver: Director, Fiscal Services

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9.6 Business and Inservice Meetings  
(Prepared by Business Services)

During the course of the school year, members of the Board of Education, as well as students, parents, volunteers, community members and other individuals who are not District employees, are involved in activities that include attendance at various conferences, inservices, training sessions and other business meetings, the cost of which must be approved by the Board of Education.

It is recommended that the following resolution be adopted:

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

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

Alex Mattison  
(Student, San Bernardino High School)

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

Dr. Dany Doueiri  
(CSUSB)

Mrs. Pearl Mattison  
(Parent, Site Representative)

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

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

Requester: Director, English Learners; Director, English Learners; Principal, Chavez Middle School

Approver: Assistant Superintendent, Educational Services

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9.7 Commercial Warrant Register for period from April 16 through April 30, 2015  
(Prepared by Business Services)

It is requested that the Board of Education approve the Commercial Warrant Register and authorize specific individuals to sign disbursements on its behalf.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Commercial Warrant Register for period from April 16, 2015 through April 30, 2015, be approved.

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

Requester: Director, Accounting Services

Approved: Director, Fiscal Services

9.8 Delegation of Limited Purchasing Authority  
(Prepared by Business Services)

In order to conduct District business, the Board of Education authorizes certain District staff to carry out the purchasing function on a limited basis.

It is recommended that the following resolution be adopted:

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

Requester/Approver: Director, Fiscal Services

9.9 Delegation of Purchasing Authority  
(Prepared by Business Services)

In order to conduct District business, the Board of Education approves on an annual basis, certain authorizations for purchasing authority for District personnel to carry out the purchasing function.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education, under the provision of Education Code Section 17605, authorizes those individuals employed by the District as Purchasing Department buyers,

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purchasing clerks and senior purchasing clerks to sign purchase orders including, but not limited to, supplies, furniture, and equipment that cost less than \$15,000.00 through June 30, 2016.

Requester: Director, Purchasing  
Approver: Director, Fiscal Services

9.10 Extended Field Trip, San Gorgonio High School, CIF State Track and Field, Clovis, CA  
(Prepared by Business Services)

San Gorgonio High School requests Board of Education approval for an extended field trip for 4 students and 4 chaperones to attend CIF State Track and Field Meet from June 4 through June 7, 2015.

San Gorgonio High School's track and field team has had a superb season with a number of individual athletes who have the potential to advance through CIF and represent our school and district at the CIF State meet in Clovis, CA. The state track meet is an inspiring event at which the young men and women would gain an experience of a lifetime, grow in character and sportsmanship, as well as represent San Gorgonio High School and the San Bernardino City Unified School District.

The cost of the trip, not to exceed \$2,369.00, including meals and lodging will be paid from San Gorgonio High School ASB Account. Transportation provided by Express Rental not to exceed \$700.00, will be paid from San Gorgonio High School ASB Account. No student will be denied participation due to financial constraints.

It is recommended that the following resolution be adopted:

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

Requester: Principal, San Gorgonio High School  
Approver: Assistant Superintendent, Human Resources

9.11 Payment for Course of Study Activities  
(Prepared by Business Services)

District schools find it to be educationally advantageous to employ persons outside of the District in order to provide activities that enhance their educational programs.

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Salinas Elementary School wishes to hire the Sawdust Factory, Upland, CA, for a Painting Workshop on May 26, 2015. The workshop is for all 2<sup>nd</sup> graders and is a one-of-a-kind experience where students can experience painting and make unique wooden crafts. The total cost, not to exceed \$795.00, will be paid from Salinas Elementary School ASB Funds.

It is recommended that the following resolution be adopted:

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

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

Requester: Principal, Salinas Elementary School

Approver: Assistant Superintendent, Human Resources

9.12 Payment for Services Rendered by Non-Classified Experts and Organizations  
(Prepared by Business Services)

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

Requester: Principal, Rio Vista Elementary School

Approver: Assistant Superintendent, Educational Services

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

Requester: Principal, Monterey Elementary School

Approver: Assistant Superintendent, Student Services

School Linked Services wishes to ratify the hiring of Gary J. Andary, Montclair, CA, approved by Board on January 21, 2015, Agenda Item No. 10.12. The amendment is necessary to allow Mr. Andary to provide technical assistance in preparing an appeal to the California Department of Education's (CDE) Notice of Proposed Action (NOPA) to place the Child Development contract on conditional status for the 2015-2016 school year and to increase the amount by



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\$360.00 for an aggregate not to exceed amount of \$610.00. The additional fees will be paid from the Restricted Fund-12/Preschool, Account No. 252.

Requester: Director, School Linked Services  
Approver: Assistant Superintendent, Student Services

It is recommended that the following resolutions be adopted:

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

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

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

Gary J. Andary, Montclair, CA, approved by Board on January 21, 2015, Agenda Item No. 10.12. The amendment is necessary to allow Mr. Andary to provide technical assistance in preparing an appeal to the California Department of Education’s (CDE) Notice of Proposed Action (NOPA) to place the Child Development contract on conditional status for the 2015-2016 school year and to increase the amount by \$360.00 for an aggregate not to exceed amount of \$610.00. The additional fees will be paid from the Restricted Fund-12/Preschool, Account No. 252.

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

Request for Proposal (RFP) No. 14-25, Student Transportation Services, Purchasing Department, was advertised March 4 and March 12, 2015, and was opened March 30, 2015, at 10:00 a.m.

The Purchasing Services Department requests the Board of Education to reject in its entirety, all responses for RFP No. 14-25, Student Transportation Services. The District is revising the scope of services and will rebid services at a later date.

It is recommended that the following resolution be adopted:

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BE IT RESOLVED that RFP No. 14-25, Student Transportation Services, Purchasing Department, be rejected in its entirety.

Requester/Approver: Director, Purchasing Department

9.14 Sale of Used District Covered Electronic Waste (CEW/Non-CEW)  
(Prepared by Business Services)

The Purchasing Department requests Board of Education approval to sell CEW/Non-CEW obsolete computer, copier equipment and peripherals, including but not limited to, CPUs, monitors, copiers, televisions, keyboards, mice, printers, servers and storage devices, in accordance with Education Code Section 17545. Most of the equipment is broken or are incomplete units.

These computers, copiers and peripherals are no longer of use to the District and are not suitable for donation, due to their age and lack of software support. During the recycling process, all computer equipment will be destroyed.

Board of Education approved the sale of equipment on September 16, 2014, to Cal Micro Recycling, Ontario, CA, as the highest responsible bidder for the purchase of used CEW/Non-CEW for recycling.

It is recommended that the following resolutions be adopted:

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

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

Requester/Approver: Director, Purchasing Department

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9.15 Signature Authorization – Business Services  
(Prepared by Business Services)

In order to conduct District business, the Board of Education approves on an annual basis, certain authorizations for purchasing authority for District personnel to carry out the purchasing function.

It is recommended that the following resolution be adopted:

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

Requester/Approver: Director, Fiscal Services

9.16 Signature Authorization – Purchasing Director  
(Prepared by Business Services)

California Education Code 17604 delegates power to the Board of Trustees to enter into contracts on behalf of the District and to delegate such contractual authority to one or more District officers or employees by resolution of the Board.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education delegate temporary signature authority to Debra Love, Purchasing Department Director, to sign all contracts approved by the Board of Education, effective July 1, 2015 through June 30, 2016.

Requester/Approver: Director, Fiscal Services

***Fiscal Services***

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

Accounting Services requests Board of Education approval to amend the agreement with BLX Group, LLC, Los Angeles, CA, approved by Board on June 16, 2009, Agenda Item No. 9.60. The amendment is necessary to extend the term of the agreement to June 30, 2019, to provide

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arbitrage rebate compliance services for Bond Series A (2004 General Obligation Bonds and General Obligation Refunding Bonds). The cost for services, not to exceed \$12,000.00 annually, will be paid from the Unrestricted General Fund – Facilities/Community Service, Account No. 086. All other terms and conditions remain the same.

It is recommended that the following resolution be adopted:

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

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

Requester: Director, Accounting Services

Approver: Director, Fiscal Services

### **EDUCATIONAL SERVICES**

#### 9.18 Approval of Single Plans for Student Achievement, 2014-2015 (Prepared by Educational Services)

The State Education Code requires that all school plans that operate with categorical funds be approved by the local school board. When funded by Title I, schools may operate as Targeted Assistance Schools where specific Title I students are identified to receive Title I services, or they may operate as Schoolwide Programs where funds are focused on a program that ensures academic achievement for all students. Under this option, schools gain flexibility in the use of categorical support services. Based on the needs assessments, to operate as a schoolwide program would be to the benefit of their students rather than separate, add-on services in raising academic achievement for the lowest achieving students in a school. All plans are reviewed for legal compliance and are recommended for approval as submitted.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves the Single Plans for Student Achievement for the following schools:

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Schoolwide Programs Elementary Schools

Ramona Alessandro	Highland-Pacific	North Verdemont
STAR at Anderson	Hillside	Norton
Anton	Holcomb	Bonnie Oehl
Arrowhead	Hunt	Palm Avenue
Barton	Inghram	Parkside
Belvedere	Jones	Riley
Bradley	Kendall	Rio Vista
Brown	Kimbark	E. Neal Roberts
Cole	Lankershim	Roosevelt
Cypress	Lincoln	Salinas
Davidson	Lytle Creek	S.B. City Community Day
Del Rosa	Marshall	Thompson
Dominguez	Monterey	Urbita
Emmerton	Mt. Vernon	Vermont
Fairfax	Muscoy	Warm Springs
Gomez	Newmark	Wilson
Henry	North Park	Wong

Schoolwide Programs: Middle Schools

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

Schoolwide Programs: High Schools

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

Targeted Assistance Programs

Alternative Learning Center

Requester: Director, Categorical Programs

Approver: Assistant Superintendent, Educational Services

- 9.19 Request for Waiver of California High School Exit Exam (CAHSEE) Passage Requirement for Students with a Disability  
(Prepared by Educational Services Division)

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Education Code Section 60851(a) provides that “Commencing with the 2003-2004 school year and each school year thereafter, each pupil completing Grade 12 shall successfully pass the exit examination as a condition of receiving a diploma of graduation or a condition of graduation from high school.” Waiver of the successful passage of the CAHSEE is allowed under Specific Code Section: E.C. 56101: “...the waiver is necessary or beneficial to the content and the implementation of the pupil’s individualized education program...” Waiver of the successful passage of the California High School Exit Exam (CAHSEE) is requested for the specific students with the birthdates listed below:

07/07/1996	09/29/1996
11/05/1996	03/25/1997
04/30/1997	07/15/1997

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

Requester: Director, Accountability and Educational Technology Department  
Approver: Assistant Superintendent, Educational Services Division

## **FACILITIES/OPERATIONS**

### **Facilities Management**

- 9.20 Amendment No. 2 to the Professional Services Agreement with Bowie, Arneson, Wiles & Giannone Law Firm to Provide General Legal Services  
(Prepared by Facilities/Operations)

The Facilities Management Department requests Board of Education approval to amend the professional services agreement with Bowie, Arneson, Wiles & Giannone Law Firm, Newport Beach, CA, originally approved by the Board on April 7, 2009, to provide general legal services pertaining to general operation of school facilities, construction, land acquisition, condemnation, environmental matters and matters relating to community facilities districts, as well as advice with regard to such other matters that may arise from time to time. **This amendment is to extend the ending date through June 30, 2016. All other terms and conditions remain the same.**

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves amending the professional services agreement with Bowie, Arneson, Wiles & Giannone Law Firm, to provide general legal services. This amendment is to extend the ending date through June 30, 2016. All other terms and conditions remain the same.

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BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing Department, to sign said Amendment No. 2.

Requester: Director, Facilities Planning and Development  
Approver: Assistant Superintendent, Facilities/Operations

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

The Facilities Management Department requests Board of Education approval to amend the on-call/emergency professional services master agreements for structural and/or mechanical engineering services, originally approved by the Board on August 17, 2010, with a maximum of two (2) one-year extensions, by mutual written consent. Future selection of such firms to provide actual services for the District will be made by soliciting competitive requests for proposals. **This amendment is to extend the ending date through December 31, 2015. Fees will be negotiated with the selected firm based on the services required for each project. All other terms and conditions remain the same.**

It is recommended that the following resolution be adopted:

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

**Structural Engineering Firms:**

- Kanda & Tso, South Pasadena, CA

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

Requester: Director, Facilities Planning and Development  
Approver: Assistant Superintendent, Facilities/Operations

- 9.22 Amendment No. 3 to the Professional Services Agreement for Commissioning Services  
(Prepared by Facilities/Operations)

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The Facilities Management Department requests Board of Education approval to amend the professional services agreement of pre-approved firms to provide commissioning services for modernization, expansion, and new construction projects, originally approved by the Board on March 6, 2012, and effective through June 30, 2015, with a maximum of three (3) one-year extensions, by mutual written consent. **This amendment is for the third of three (3) extensions, effective July 1, 2015, through June 30, 2016. All other terms and conditions remain the same.**

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves amending the professional services agreement of pre-approved firms to provide commissioning services for modernization, expansion, and new construction projects. This amendment is for the third of three (3) extensions, effective July 1, 2015, through June 30, 2016. All other terms and conditions remain the same.

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

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

Requester: Director, Facilities Planning and Development

Approver: Assistant Superintendent, Facilities/Operations

9.23 Amendment No. 3 to the Professional Services Agreements for HVAC Systems Upgrades at Various District Sites  
(Prepared by Facilities/Operations)

The Facilities Management Department requests Board of Education approval to amend the professional services agreement with NTD Architecture, Inc., San Dimas, CA, originally approved by the Board on January 11, 2011, for architectural, engineering and related services for HVAC systems upgrades at various District sites. **This amendment is to extend the professional services agreement through December 31, 2015. All other terms and conditions remain the same.**

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves amending the professional services agreement with NTD Architecture, Inc. for architectural, engineering and related services for



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HVAC systems upgrades at various District sites. This amendment is to extend the professional services agreement through December 31, 2015. All other terms and conditions remain the same.

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

Requester: Director, Facilities Planning and Development  
Approver: Assistant Superintendent, Facilities/Operations

9.24 Amendment No. 3 to the Professional Services Agreements for the Storm Water Pollution Prevention Plans at Various School Sites  
(Prepared by Facilities/Operations)

The Facilities Management Department requests Board of Education approval to amend the professional services agreements to provide Storm Water Pollution Prevention Plans (SWPPP) services, originally approved by the Board on December 6, 2011, and effective through June 30, 2015, with a maximum of three (3) one-year extensions, at the sole discretion of the District. **This amendment is for the third of three (3) extensions, effective July 1, 2015, through June 30, 2016. All other terms and conditions remain the same.**

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves amending the professional services agreements with the following firms to provide Storm Water Pollution Prevention Plans services. The District is exercising the third of three (3) one-year extensions, effective July 1, 2015, through June 30, 2016. All other terms and conditions remain the same.

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

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

Requester: Director, Facilities Planning and Development  
Approver: Assistant Superintendent, Facilities/Operations

9.25 Amendment No. 3 to the Professional Services Master Agreements for DSA Inspectors of Record Services at Various District Projects  
(Prepared by Facilities/Operations)

The Facilities Management Department requests Board of Education approval to amend the professional services master agreements to provide inspection services as Division of State

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Architect (DSA) approved Inspectors of Record (IOR) services, originally approved by the Board on June 21, 2011, and effective through June 30, 2015, with a maximum of three (3) one-year extensions at the sole discretion of the District. **This amendment is for the third of three (3) extensions, effective July 1, 2015, through June 30, 2016. All other terms and conditions remain the same.**

It is recommended that the following resolution be adopted:

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

- American Engineering Laboratories, Inc., Whittier, CA
- BPI Inspection Service, Los Angeles, CA
- Ed McDowell, Menifee, CA
- Gateway Science and Engineering, Inc., Pasadena, CA
- Knowland Construction Services, Riverside, CA
- LCC3, Ontario, CA
- New Leaf Inspector Services, Highland, CA
- Paul W. Waite and Associates, Redlands, CA
- Team Inspections, Riverside, CA
- TYR IOR Services, Long Beach, CA

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

Requester: Director, Facilities Planning and Development

Approver: Assistant Superintendent, Facilities/Operations

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

The Facilities Management Department requests Board of Education approval to amend the on-call professional services master agreements for civil and/or electrical engineering services, originally approved by the Board on May 17, 2011, with a maximum of two (2) one-year extensions, by mutual written consent. Future selection of such firms to provide actual services for the District will be made by soliciting competitive requests for proposals. Fees will be negotiated with the selected firm based on the services required for each project. The cost will be paid from Funds 21, 25, 35, and 40. **This amendment is to extend the ending date through December 31, 2015. All other terms and conditions remain the same.**

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It is recommended that the following resolution be adopted:

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

**Electrical Engineering**

- Budlong & Associates, Glendale, CA

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

Requester: Director, Facilities Planning and Development

Approver: Assistant Superintendent, Facilities/Operations

9.27 Amendment No. 4 to the Professional Services Agreements for All Architectural and Engineering Services at Various District Sites  
(Prepared by Facilities/Operations)

The Facilities Management Department requests Board of Education approval to amend the professional services agreements with the following selected firms to provide architectural and engineering services for various district projects, originally approved by the Board on September 20, 2011, and effective through June 30, 2013, with a maximum of three (3) one-year extensions, at the sole discretion of the District. Future selection of such firms to provide actual services for the District will be made by soliciting competitive requests for proposals. Fees will be negotiated with the selected firm based on the services required for each project. The cost will be paid from Funds 21, 25, 35, and 40. **This amendment is to extend the ending date through December 31, 2015. All other terms and conditions remain the same.**

It is recommended that the following resolution be adopted:

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

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<b>FIRM</b>	<b>Small Projects - Up to \$3M</b>	<b>Medium Projects - \$3M-\$10M</b>	<b>Large Projects - Above \$10M</b>
Adolph Ziemba, AIA & Assoc., Burbank, CA	✓	✓	
GKK Works, Pasadena, CA		✓	✓
IBI Group, Irvine, CA		✓	✓
NAC Architecture, San Bernardino, CA	✓	✓	
PCH Architects, LLP, Redlands, CA	✓	✓	✓
PSWC Group Architects, San Bernardino, CA	✓	✓	✓
Ruhnau, Ruhnau and Clarke, Riverside, CA	✓	✓	✓
Tetra Tech, San Bernardino, CA	✓	✓	

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

Requester: Director, Facilities Planning and Development  
 Approver: Assistant Superintendent, Facilities/Operations

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

The Facilities Management Department requests Board of Education approval to amend the master services agreement for the lease and/or purchase of DSA approved relocatable buildings, originally approved by the Board on March 4, 2008. This amendment will extend the ending date through December 31, 2015, to provide for the continuous lease of the relocatable buildings for the Quality Education Investment Act (QEIA) program and modernization projects throughout the District. **All other terms and conditions remain the same.**

It is recommended that the following resolution be adopted:

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

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

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

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Requester: Director, Facilities Planning and Development  
Approver: Assistant Superintendent, Facilities/Operations

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

The Facilities Management Department requests Board of Education approval to amend the master services agreements, originally approved by the Board on April 3, 2007, for real property survey services effective through June 30, 2015. This amendment will extend the ending date through December 31, 2015, to allow completion of modernization and new construction projects. Future selection of such firms to provide actual services for the District will be made by soliciting competitive requests for proposals. The cost will be paid from Funds 21, 25, 35, and 40. Fees will be negotiated with the selected firm based on the services required for each project. All other terms and conditions remain the same.

It is recommended that the following resolution be adopted:

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

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

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing Department, to sign said Amendment No. 6.

Requester: Director, Facilities Planning and Development  
Approver: Assistant Superintendent, Facilities/Operations

9.30 Approval of Change Orders for Facilities and Maintenance & Operations Projects, 2015-2016  
(Prepared by Facilities/Operations)

A change order for Facilities and Maintenance & Operations projects is the addition or reduction of the scope of work defined in the original contract document. Change orders may result in an

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increase or decrease in the project cost. By law, the total dollar amount increase in change orders may not exceed 10 percent of the original contract annually. Pursuant to Education Code Section 35161, the Board of Education may authorize a representative to approve each change order for a project.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves delegation of authority to John Peukert, Assistant Superintendent, Facilities/Operations Division; Samer Alzubaidi, Director of Facilities Planning and Development; and Ed Norton, Maintenance & Operations Director, to sign change orders not to exceed 10 percent of the original contract amount for all Facilities and Maintenance & Operations projects during the 2015-2016 fiscal year.

Requester/Approver: Assistant Superintendent, Facilities/Operations

9.31 Bid No. F15-06, Dominguez Elementary School - Phase II  
(Prepared by Facilities/Operations)

Bid No. F15-06, Dominguez Elementary School Phase II, was advertised on April 2, 2015, and April 9, 2015, in The Sun, the El Chicano, the Precinct Reporter, and the Press Enterprise newspapers. Bids were opened on April 23, 2015 at 2:00 p.m. and two (2) bids were received:

<b>Contractors</b>	<b>Base Bid including Allowance</b>
Norse Corporation Costa Mesa, CA	\$111,517.00
Dalke & Sons Construction, Inc. Riverside, CA	\$121,480.00

It is recommended that the following resolution be adopted:

BE IT RESOLVED that Bid No. F15-06, Dominguez Elementary School Phase II, be awarded to the lowest responsible bidder meeting the specifications based on the Base Bid. The cost will be paid from Funds 21, 25, 35, 40.

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

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

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Requester: Director, Facilities Planning and Development  
Approver: Assistant Superintendent, Facilities/Operations

9.32 Signature Authorization - Facilities Planning and Development  
(Prepared by Facilities/Operations)

The Facilities Management Department requests Board of Education approval for signature authorization for Samer Alzubaidi, Facilities Planning and Development Director, effective July 1, 2015 through June 30, 2016, for DSA and OPSC applications.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves the signature authority for Samer Alzubaidi, Facilities Planning and Development Director, effective July 1, 2015 through June 30, 2016, for DSA and OPSC applications.

Requester/Approver: Assistant Superintendent, Facilities/Operations

**Nutrition Services**

9.33 Cafeteria Warrant Register, April 1 - April 30, 2015  
(Prepared by Facilities/Operations)

It is requested that the Board of Education adopts the Cafeteria Warrant Registers and authorizes specific individuals to sign disbursements on its behalf.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Cafeteria Warrant Register, April 1 - April 30, 2015, be approved.

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

Requester: Director, Nutrition Services  
Approved: Assistant Superintendent, Facilities/Operations

9.34 Delegation and Authorization - Nutrition Services Department  
(Prepared by Facilities/Operation)

The Nutrition Services Department requests Board of Education approval authorizing and delegating authority to Adriane Robles, Nutrition Services Director, effective July 1, 2015

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through June 30, 2016, for the following:

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

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves authorization delegation for Adriane Robles, Director, Nutrition Services, effective July 1, 2015 through June 30, 2016, for the following:

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

Requester: Director, Nutrition Services

Approver: Assistant Superintendent, Facilities/Operations

## **HUMAN RESOURCES**

- 9.35 Agreement for Educational Services and Scholarships with National University, La Jolla, CA  
(Prepared by Business Services)

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

It is recommended that the following resolution be adopted:

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

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



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sign all related documents.

Requester: Director, Human Resources Certificated  
Approver: Assistant Superintendent, Human Resources

## **STUDENT SERVICES**

### **Youth Services**

#### 9.36 Expulsion of Student(s) (Prepared by Youth Services Department)

It is recommended that the following resolution be adopted:

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

**\*(S) 10/25/2000      \*(S) 3/1/2006      \*(S) 3/24/1999      \*(S) 10/21/2000**  
**\*(S) 3/18/1998      \*(S) 11/8/1997**

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

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

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

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

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It is recommended that the following resolution be adopted:

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

**2/12/2003**

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

(Prepared by Youth Services Department)

It is recommended that the following resolution be adopted:

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

**6/9/2002**

**11/19/1998**

**12/4/1997**

**12/16/1998**

**11/8/1996**

9.39 Lift of Expulsion of Student(s)

(Prepared by Youth Services Department)

It is recommended that the following resolution be adopted:

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

**12/23/1999**

**1/18/2001**

**SESSION TEN - Action**

**10.0 Action Items**

10.1 Personnel Report #22, Dated May 19, 2015  
(Prepared by Human Resources)

It is requested that the Board ratifies and/or approves the Personnel Report #21, dated May 5, 2015, which contains action such as hiring, retirements, resignations, promotions, and terminations involving certificated, classified, and other employees in the categories of noon duty aides, recreational supervisors, substitute employees, and others. These actions are consistent with policies of the Board of Education, the rules and regulations of the Personnel Commission, and the District's Affirmative Action Plan.

The following resolution is recommended:

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

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

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

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

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

**WHEREAS**, on or about February 5, 2015, Newman submitted a request for renewal of its Charter; and

**WHEREAS**, in compliance with California Education Code Sections 47605 and 47607 and

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

**WHEREAS**, the parties mutually agreed, in writing, to extend the timelines for District Board to take action on the Charter through and including May 21, 2015, and

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

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

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

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

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

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

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

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

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

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

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

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

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

AYES IN FAVOR OF SAID RESOLUTION: \_\_\_\_\_

NOES AGAINST SAID RESOLUTION: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

President  
District Board of the San Bernardino City  
Unified School District

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Clerk  
District Board of the San Bernardino City  
Unified School District

**Special Education  
Memorandum of Understanding  
Governing Special Education Services  
Between  
San Bernardino City Unified School District,  
and Newman Leadership Academy, Inc.**

This Special Education Memorandum of Understanding (“MOU” or “Agreement”) is executed by and between the Board of Trustees of the San Bernardino City Unified School District (“District”) and Newman Leadership Academy, Inc., which operates Newman Leadership Academy, (“Newman” and/or the “Charter School”) (collectively, “the Parties”).

Throughout this MOU, the Charter, and any attachments, exhibits, and/or appendices hereto, any and all references to Newman, Charter School, or the School shall apply with full force and effect to Newman Leadership Academy, Inc.

This agreement shall take effect upon full execution of this Agreement and approval by the Boards of Trustees of the San Bernardino City Unified School District and Newman, and shall remain in effect unless either party provides the other with a thirty-day written notice of intent to terminate the agreement.

**I. Special Education Services/Section 504/ADA:**

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

- A. It is understood that all children will have access to the Charter School and no student shall be denied admission based solely on disability status.
- B. Pursuant to Education Code Section 47641, the Charter School has elected to be deemed a public school of the District for special education purposes.
- C. In accordance with Education Code Section 47646, a Charter School that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending the Charter School shall receive special education instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the Individuals with Disabilities Education Improvement Act (“IDEIA”)(20 U.S.C. § 1400 *et seq.*).

**D. Section 504 and the ADA.**

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

E. The Charter School will comply with all applicable state and federal laws regarding compliance with Section 504 and the ADA.

F. At least annually, and as further required by the District, the Charter School shall be responsible for reviewing pertinent information with all Charter School staff at a staff meeting.

**G. Services.**

1. The Charter School and the District intend that the Charter School will be treated by the District as any other public school in the District with respect to the provision of special education services, including the allocation of duties between Charter School staff and resources and District staff and resources.
2. Division and Coordination of Responsibility:
  - a. The District and the Charter School agree to allocate responsibility for the provision of services [including but not limited to identification, evaluation, Individualized Education Program ("IEP") development and modification, and educational services] in a manner consistent with their allocation between the District and its local public school sites. All special education services to be provided to Charter School students beyond the services to be performed by general education personnel and/or the type provided by general school site administrators at District schools, will be performed by employees, consultants, or other representatives of the District. The District shall be solely responsible for hiring and directing the individuals or entities to provide such special education services to Charter School students. If a problem arises with any of the District personnel providing services on the Charter School site, the Charter School and District shall discuss the concerns within a reasonable period of time after the issue is raised by the other party. Re-

assignment of personnel in response to such concerns shall occur only when the District deems appropriate. If the District takes or refuses to take personnel action with regard to its special education providers on the Charter School's site, over the objection of the Charter School, the District shall take full responsibility for any actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered that results from its actions or inactions related to the placement of District personnel on the Charter School's campus.

- b. The District and the Charter School shall meet no later than April 15 of each year to ensure a mutual understanding of the allocation of duties between the Charter School and the District for the following year.

3. Identification and Referral:

- a. The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. The Charter School is solely responsible for obtaining the cumulative files, prior and/or current Individualized Education Program and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and utilized, where appropriate.
- b. The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian, if required. The District will consult with the Charter School to facilitate student transitions.
- c. The Charter School agrees to implement a Student Study Team Process ("SST"), a general education function, to monitor and guide referrals for special education and related services ("special education services"). The Charter School agrees that the SST and any interventions prior to a referral for



special education services shall be the sole responsibility of the Charter School.

4. Assessment:

The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the District's general practice and procedure and applicable law. The Charter School shall not conduct assessments of, or recommend independent assessments for special education students without prior written approval of the District. The Charter School shall not unilaterally conduct or agree to fund or reimburse a parent/guardian for an Independent Education Evaluation ("IEE") without prior written approval of the District. Should the Charter School conduct or fund an IEE of a student without the prior written approval of the District, the Charter School shall be solely responsible for the costs of said assessment.

5. Individualized Education Program:

Responsibility for arranging necessary IEP meetings shall be conducted in accordance with the District's general practice and procedure and applicable law. The District personnel shall confer and take into consideration the availability of the Charter School's employees when scheduling IEPs. After consultation with the Charter School, the Charter School staff shall ensure the attendance of all necessary Charter School employees at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at the Charter School.

6. Eligibility and Placement:

- a. Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include all required representatives of the Charter School (or designees when necessary) and representatives of the District (or designees when necessary). Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education. No pupil with special needs shall be continued in enrollment in the Charter School unless the IEP team determines that the Charter School is an appropriate educational placement, except for such period of time as enrollment at the Charter School constitutes the student's "stay-put placement."
- b. The Charter School acknowledges that under the IDEIA, a child shall not be determined to be a child with a disability eligible for special education services if the determinant factor for such determination is due to: (a) a lack of appropriate instruction in reading, including in the essential components of

reading instruction as referenced in the IDEA; (b) a lack of instruction in math; or (c) limited English proficiency. (20 U.S.C. § 1414(b)(5)(A-C).)

7. Educational Services and Programs:

To the extent that the agreed upon IEP requires special education or related services, the District shall provide and/or arrange for such services in the same manner that it would be legally obligated to provide to the students at its other District schools. District services shall include technical and consultative services by District staff to Charter School staff in the same manner that District staff consults with staff at other District schools.

8. Behavior Emergency Procedures:

Charter School staff will adhere to the emergency interventions, restrictions, notification, and report requirements set forth in California Education Code Sections 56521.1 and 56521.2.

9. Student Registration/Records/Withdrawal:

- a. The Charter School shall adopt Student Registration forms that include questions about whether the student is currently receiving or has ever received special services (e.g. special education, Section 504 plan, and accommodation plan).
- b. The Charter School shall adopt a Records Request form similar to that used by other District schools, or will obtain approval from the District for a different form. The Charter School shall use the Records Request form to request previous school records for all students who indicate an intention to enroll in the Charter School.
- c. The Charter School shall provide student front sheet to the District Special Education Coordinator or designee for all special education/504 students.
- d. Within seventy-two hours of a special education student's withdrawal or disenrollment from the Charter School, the Charter School shall notify the Special Education Coordinator or designee in writing and include the student's name, date of withdrawal/disenrollment, reason for withdrawal/disenrollment, and next school/district of attendance.

10. Parent Concerns:

The District Special Education Staff shall inform parents/guardians of their rights to raise concerns regarding special education needs or services to the Charter School and/or District staff. The Charter School staff shall inform the designated representative of the District of any such concerns that arise regarding special

education needs or services. The District, in consultation with the Charter School's staff as necessary, shall respond to and address the parent/guardian concerns.

11. Complaints:

In consultation with the Charter School, the District shall address/respond to/investigate all complaints regarding special education services at the Charter School. The Charter School's Uniform Complaint Procedure shall designate the District's Uniform Complaint Procedure officer as the designated official for complaints regarding special education services.

12. Due Process Hearings:

- a. In consultation with the Charter School, the District may initiate a due process hearing on behalf of a student enrolled in the Charter School as the District determines is legally necessary to meet a school agency's responsibilities under federal and state law. The District and the Charter School shall cooperate in defending any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal representation is needed, the District/Charter School shall be jointly represented by District legal counsel. In the event the Charter School elects to utilize separate legal counsel, the Charter School shall bear the costs of its separate legal counsel.
- b. To the fullest extent permitted by law, the District agrees to indemnify, defend, and hold harmless the Charter School and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "Charter School and Charter School personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Charter School and/or Charter School personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) that may be asserted or claimed by any person, firm, or entity that is related to the provision of special education services pursuant to this MOU and is due solely to the acts or omissions of the District, its Board of Directors, Board members, officers, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns.
- c. To the fullest extent permitted by law, the Charter School agrees to indemnify, defend, and hold harmless the District and its Board of Trustees, Board members, officers, and administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and

District personnel”) against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and District personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) that may be asserted or claimed by any person, firm, or entity that is related to the provision of special education services pursuant to this MOU and is due solely to the acts or omissions of the Charter School and/or Charter School Personnel as that term is defined herein. Charter School’s obligation to indemnify, defend, and hold harmless the District and District Personnel, as set forth herein, shall survive the revocation, expiration, termination, or cancellation of the Charter School’s Charter or any other act or event that would end Charter School’s right to operate as a charter school pursuant to the Charter School’s Charter or cause Charter School to cease operations.

13. SELPA Activities and Meetings:

The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to Charter School staff.

14. School District of Residence:

The District shall be responsible for providing all special education services to all students of the Charter School regardless of their school district of residence.

15. SELPA Requirements:

- a. The Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to District policies, procedures, and practices regarding identification, referral, and provision of services to special education students. The Charter School shall utilize, and comply with SELPA and District Board policies, procedures, and forms regarding special education when such are provided to the Charter School in writing.
- b. The Charter School agrees to hold a staff meeting on an annual basis to review SELPA and District Board policies, procedures, and forms regarding special education with all staff who are required to implement the policies and

procedures and utilize forms regarding special education when such are provided to the Charter School in writing.

- c. The Charter School will collaborate with the District, SELPA, and the County Office of Education as needed and may request that representatives of these agencies attend the staff meeting described immediately above. The Charter School, however, shall be solely responsible for the preparation of materials and for conducting the staff meeting.
- d. The Charter shall provide the District Special Education Director with a copy of sign-in sheets from the staff meeting during which SELPA and District policies, procedures and forms are reviewed.
- e. To the extent that District site staff has the opportunity to participate in committee meetings of the SELPA as representatives of their school, such opportunities shall be made available to Charter School staff. The appropriate Charter School staff will attend District special education training.

16. Contracted Services:

If needed due to a shortage in special education staff, it is the responsibility of the District to seek out contracts with other school districts, companies, or organizations to serve Charter School students in the same manner as District students. The Charter School may assist the District in procuring such services.

## H. **Funding.**

1. Retention of Special Education Funds by District:

- a. The parties agree that, pursuant to the division of responsibilities set forth in this MOU, the Charter School has elected the status of any other public school in the District for the purposes of special education services and funding. The District has agreed to provide special education services for the Charter School, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through the SELPA.

2. School Contribution of Equitable Share of Charter School Funding:

- a. Additionally, the Charter School shall contribute a pro-rata share of its Charter School funding to support the District's unfunded special education costs ("general fund support" also known as "encroachment").
- b. At the end of each fiscal year, the District shall calculate the Charter School's pro-rata share of the District-wide general fund support for that year as

calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School) divided by the total number of District ADA (including Charter School students) and multiplied by the total number of Charter School ADA (ADA calculation from P2). Charter School ADA shall include all students, regardless of home district.

- c. The District shall calculate the amount of the Charter School's share of the general fund support upon receipt of the certified P2 reporting data. The District shall provide the Charter School with documentation as to the calculation of the Charter School's share of general fund support and allow the Charter School an opportunity to provide input and respond to the calculation prior to invoicing the Charter School for the prior year. The District shall then invoice the Charter School for its share of the general fund support.
- d. Payment shall be due and payable within 30 days of invoice. If not fully paid, the remaining amount of the Charter School's share of the general fund support shall be offset against the District's next succeeding in-lieu property tax apportionments until paid in full.
- e. The District shall provide an estimate of the Charter School's share of the general fund support for the following year by June 30 of each year for budgeting purposes. This estimate shall not be binding and the Charter School shall be fully responsible for its actual share of general fund support.
- f. The District shall be responsible for all costs related to the special education service needs of Charter School students in the same manner as any other students of the District, in accordance with Education Code Section 47646.

#### **I. Special Education – Discipline and Documentation.**

1. The Charter School shall maintain copies in the student files of all correspondence between the Charter School and parents of special education students relating to student discipline. The District Special Education Team shall maintain files of all correspondence regarding special services, including any requests for services, inquiries, referrals, and responses.
2. The Charter School shall notify the District Special Education Coordinator or site designee of special education student suspensions. Upon request, a copy of the suspension form will be provided.
3. Prior to the recommendation, the Charter School shall notify the District Director of Special Education whenever the Charter School intends to recommend for expulsion a student who is currently receiving special education by providing a copy of the notice at the same time it is sent to the parent/guardian.
4. The Charter School shall cooperate with the District's Special Education Director and/or Coordinator regarding procedures and student rights.

- J. Within seventy-two hours of receipt of any correspondence related to the provision of Special Education Services, the Charter School shall provide said correspondence to the District's Special Education Director and/or Coordinator or site designee.
- K. Special Education Services may be offered at the Charter School, the District, at a SELPA facility, and/or another location based upon each student's IEP.
- L. **Severability.** If any provision or any part of this Agreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of the agreement shall not be affected thereby and shall remain valid and fully enforceable.
- M. **Notification.** All notices, request and other communication under this agreement shall be in writing and mailed to the proper address as follows:

Newman Leadership Academy, Inc.	San Bernardino City Unified School District
c/o Newman Leadership Academy, Inc., Inc.	Charter Schools Division
1314 E. Dale Street	777 North F Street
San Bernardino, CA 92404	San Bernardino, CA 92410
(909) 881-1100	(909) 381-1100

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

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

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

**SCHOOL DISTRICT:**

**CHARTER SCHOOL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

**WHEREAS**, on or about February 5, 2015, PAL submitted a request for renewal of its Charter; and

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

**WHEREAS**, the parties mutually agreed, in writing, to extend the timelines for District Board



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to take action on the Charter through and including May 21, 2015, and

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

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

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

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

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

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

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

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

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

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

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

1. The District Board finds the above-listed recitals to be true and correct and incorporates them herein by this reference.
2. The District Board finds that PAL operated pursuant to the Charter previously granted and renewed by the District and provides its students with educational benefits and sound educational programs.
3. The District Board has considered increases in pupil academic achievement for all groups of pupils served by PAL, as the most important factor in determining whether to grant PAL’s renewal request.
4. PAL provided verification to the District that it qualifies for the alternative school alternative school accountability model (“ASAM”) as described in Education Code Section 47607 (5).
5. That the District Board of the San Bernardino City Unified School District, having fully considered and evaluated the Petition for the renewal of the Provisional Accelerated Learning Academy hereby renews the Charter for a five year term, from July 1, 2015, through and including June 30, 2020. The foregoing resolution was considered, passed, and adopted by this Board at its regular Board meeting of May19, 2015.

AYES IN FAVOR OF SAID RESOLUTION: \_\_\_\_\_

NOES AGAINST SAID RESOLUTION: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Education President  
San Bernardino City Unified School District

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary to the Board of Education  
San Bernardino City Unified School District

**Special Education  
Memorandum of Understanding  
Governing Special Education Services  
Between  
San Bernardino City Unified School District,  
and Provisional Educational Services, Inc.**

This Special Education Memorandum of Understanding (“MOU” or “Agreement”) is executed by and between the Board of Trustees of the San Bernardino City Unified School District (“District”) and Provisional Educational Services, Inc., which operates Provisional Accelerated Learning Academy, (“PAL” and/or the “Charter School”) (collectively, “the Parties”).

Throughout this MOU, the Charter, and any attachments, exhibits, and/or appendices hereto, any and all references to PAL, Charter School, or the School shall apply with full force and effect to Provisional Educational Services, Inc.

This agreement shall take effect upon full execution of this Agreement and approval by the Boards of Trustees of the San Bernardino City Unified School District and PAL, and shall remain in effect unless either party provides the other with a thirty-day written notice of intent to terminate the agreement.

**II. Special Education Services/Section 504/ADA:**

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

- A. It is understood that all children will have access to the Charter School and no student shall be denied admission based solely on disability status.
- B. Pursuant to Education Code Section 47641, the Charter School has elected to be deemed a public school of the District for special education purposes.
- C. In accordance with Education Code Section 47646, a Charter School that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending the Charter School shall receive special education instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the Individuals with Disabilities Education Improvement Act (“IDEIA”)(20 U.S.C. § 1400 *et seq.*).

**D. Section 504 and the ADA.**

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

E. The Charter School will comply with all applicable state and federal laws regarding compliance with Section 504 and the ADA.

F. At least annually, and as further required by the District, the Charter School shall be responsible for reviewing pertinent information with all Charter School staff at a staff meeting.

**G. Services.**

1. The Charter School and the District intend that the Charter School will be treated by the District as any other public school in the District with respect to the provision of special education services, including the allocation of duties between Charter School staff and resources and District staff and resources.
2. Division and Coordination of Responsibility:
  - a. The District and the Charter School agree to allocate responsibility for the provision of services [including but not limited to identification, evaluation, Individualized Education Program ("IEP") development and modification, and educational services] in a manner consistent with their allocation between the District and its local public school sites. All special education services to be provided to Charter School students beyond the services to be performed by general education personnel and/or the type provided by general school site administrators at District schools, will be performed by employees, consultants, or other representatives of the District. The District shall be solely responsible for hiring and directing the individuals or entities to provide such special education services to Charter School students. If a problem arises with any of the District personnel providing services on the Charter School site, the Charter School and District shall discuss the concerns within a reasonable period of time after the issue is raised by the other party. Re-

assignment of personnel in response to such concerns shall occur only when the District deems appropriate. If the District takes or refuses to take personnel action with regard to its special education providers on the Charter School's site, over the objection of the Charter School, the District shall take full responsibility for any actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered that results from its actions or inactions related to the placement of District personnel on the Charter School's campus.

- b. The District and the Charter School shall meet no later than April 15 of each year to ensure a mutual understanding of the allocation of duties between the Charter School and the District for the following year.

3. Identification and Referral:

- a. The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. The Charter School is solely responsible for obtaining the cumulative files, prior and/or current Individualized Education Program and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and utilized, where appropriate.
- b. The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian, if required. The District will consult with the Charter School to facilitate student transitions.
- c. The Charter School agrees to implement a Student Study Team Process ("SST"), a general education function, to monitor and guide referrals for special education and related services ("special education services"). The Charter School agrees that the SST and any interventions prior to a referral for

special education services shall be the sole responsibility of the Charter School.

4. Assessment:

The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the District's general practice and procedure and applicable law. The Charter School shall not conduct assessments of, or recommend independent assessments for special education students without prior written approval of the District. The Charter School shall not unilaterally conduct or agree to fund or reimburse a parent/guardian for an Independent Education Evaluation ("IEE") without prior written approval of the District. Should the Charter School conduct or fund an IEE of a student without the prior written approval of the District, the Charter School shall be solely responsible for the costs of said assessment.

5. Individualized Education Program:

Responsibility for arranging necessary IEP meetings shall be conducted in accordance with the District's general practice and procedure and applicable law. The District personnel shall confer and take into consideration the availability of the Charter School's employees when scheduling IEPs. After consultation with the Charter School, the Charter School staff shall ensure the attendance of all necessary Charter School employees at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at the Charter School.

6. Eligibility and Placement:

- a. Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include all required representatives of the Charter School (or designees when necessary) and representatives of the District (or designees when necessary). Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education. No pupil with special needs shall be continued in enrollment in the Charter School unless the IEP team determines that the Charter School is an appropriate educational placement, except for such period of time as enrollment at the Charter School constitutes the student's "stay-put placement."
- b. The Charter School acknowledges that under the IDEIA, a child shall not be determined to be a child with a disability eligible for special education services if the determinant factor for such determination is due to: (a) a lack of appropriate instruction in reading, including in the essential components of

reading instruction as referenced in the IDEA; (b) a lack of instruction in math; or (c) limited English proficiency. (20 U.S.C. § 1414(b)(5)(A-C).)

7. Educational Services and Programs:

To the extent that the agreed upon IEP requires special education or related services, the District shall provide and/or arrange for such services in the same manner that it would be legally obligated to provide to the students at its other District schools. District services shall include technical and consultative services by District staff to Charter School staff in the same manner that District staff consults with staff at other District schools.

8. Behavior Emergency Procedures:

Charter School staff will adhere to the emergency interventions, restrictions, notification, and report requirements set forth in California Education Code Sections 56521.1 and 56521.2.

9. Student Registration/Records/Withdrawal:

- a. The Charter School shall adopt Student Registration forms that include questions about whether the student is currently receiving or has ever received special services (e.g. special education, Section 504 plan, and accommodation plan).
- b. The Charter School shall adopt a Records Request form similar to that used by other District schools, or will obtain approval from the District for a different form. The Charter School shall use the Records Request form to request previous school records for all students who indicate an intention to enroll in the Charter School.
- c. The Charter School shall provide student front sheet to the District Special Education Coordinator or designee for all special education/504 students.
- d. Within seventy-two hours of a special education student's withdrawal or disenrollment from the Charter School, the Charter School shall notify the Special Education Coordinator or designee in writing and include the student's name, date of withdrawal/disenrollment, reason for withdrawal/disenrollment, and next school/district of attendance.

10. Parent Concerns:

The District Special Education Staff shall inform parents/guardians of their rights to raise concerns regarding special education needs or services to the Charter School and/or District staff. The Charter School staff shall inform the designated representative of the District of any such concerns that arise regarding special

education needs or services. The District, in consultation with the Charter School's staff as necessary, shall respond to and address the parent/guardian concerns.

11. Complaints:

In consultation with the Charter School, the District shall address/respond to/investigate all complaints regarding special education services at the Charter School. The Charter School's Uniform Complaint Procedure shall designate the District's Uniform Complaint Procedure officer as the designated official for complaints regarding special education services.

12. Due Process Hearings:

- a. In consultation with the Charter School, the District may initiate a due process hearing on behalf of a student enrolled in the Charter School as the District determines is legally necessary to meet a school agency's responsibilities under federal and state law. The District and the Charter School shall cooperate in defending any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal representation is needed, the District/Charter School shall be jointly represented by District legal counsel. In the event the Charter School elects to utilize separate legal counsel, the Charter School shall bear the costs of its separate legal counsel.
- b. To the fullest extent permitted by law, the District agrees to indemnify, defend, and hold harmless the Charter School and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "Charter School and Charter School personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Charter School and/or Charter School personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) that may be asserted or claimed by any person, firm, or entity that is related to the provision of special education services pursuant to this MOU and is due solely to the acts or omissions of the District, its Board of Directors, Board members, officers, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns.
- c. To the fullest extent permitted by law, the Charter School agrees to indemnify, defend, and hold harmless the District and its Board of Trustees, Board members, officers, and administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and



District personnel”) against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and District personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) that may be asserted or claimed by any person, firm, or entity that is related to the provision of special education services pursuant to this MOU and is due solely to the acts or omissions of the Charter School and/or Charter School Personnel as that term is defined herein. Charter School’s obligation to indemnify, defend, and hold harmless the District and District Personnel, as set forth herein, shall survive the revocation, expiration, termination, or cancellation of the Charter School’s Charter or any other act or event that would end Charter School’s right to operate as a charter school pursuant to the Charter School’s Charter or cause Charter School to cease operations.

13. SELPA Activities and Meetings:

The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to Charter School staff.

14. School District of Residence:

The District shall be responsible for providing all special education services to all students of the Charter School regardless of their school district of residence.

15. SELPA Requirements:

- a. The Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to District policies, procedures, and practices regarding identification, referral, and provision of services to special education students. The Charter School shall utilize, and comply with SELPA and District Board policies, procedures, and forms regarding special education when such are provided to the Charter School in writing.
- b. The Charter School agrees to hold a staff meeting on an annual basis to review SELPA and District Board policies, procedures, and forms regarding special education with all staff who are required to implement the policies and

procedures and utilize forms regarding special education when such are provided to the Charter School in writing.

- c. The Charter School will collaborate with the District, SELPA, and the County Office of Education as needed and may request that representatives of these agencies attend the staff meeting described immediately above. The Charter School, however, shall be solely responsible for the preparation of materials and for conducting the staff meeting.
  - d. The Charter shall provide the District Special Education Director with a copy of sign-in sheets from the staff meeting during which SELPA and District policies, procedures and forms are reviewed.
  - e. To the extent that District site staff has the opportunity to participate in committee meetings of the SELPA as representatives of their school, such opportunities shall be made available to Charter School staff. The appropriate Charter School staff will attend District special education training.
16. Contracted Services:  
If needed due to a shortage in special education staff, it is the responsibility of the District to seek out contracts with other school districts, companies, or organizations to serve Charter School students in the same manner as District students. The Charter School may assist the District in procuring such services.

## **H. Funding.**

1. Retention of Special Education Funds by District:
  - a. The parties agree that, pursuant to the division of responsibilities set forth in this MOU, the Charter School has elected the status of any other public school in the District for the purposes of special education services and funding. The District has agreed to provide special education services for the Charter School, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through the SELPA.
2. School Contribution of Equitable Share of Charter School Funding:
  - a. Additionally, the Charter School shall contribute a pro-rata share of its Charter School funding to support the District's unfunded special education costs ("general fund support" also known as "encroachment").
  - b. At the end of each fiscal year, the District shall calculate the Charter School's pro-rata share of the District-wide general fund support for that year as

calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School) divided by the total number of District ADA (including Charter School students) and multiplied by the total number of Charter School ADA (ADA calculation from P2). Charter School ADA shall include all students, regardless of home district.

- c. The District shall calculate the amount of the Charter School's share of the general fund support upon receipt of the certified P2 reporting data. The District shall provide the Charter School with documentation as to the calculation of the Charter School's share of general fund support and allow the Charter School an opportunity to provide input and respond to the calculation prior to invoicing the Charter School for the prior year. The District shall then invoice the Charter School for its share of the general fund support.
- d. Payment shall be due and payable within 30 days of invoice. If not fully paid, the remaining amount of the Charter School's share of the general fund support shall be offset against the District's next succeeding in-lieu property tax apportionments until paid in full.
- e. The District shall provide an estimate of the Charter School's share of the general fund support for the following year by June 30 of each year for budgeting purposes. This estimate shall not be binding and the Charter School shall be fully responsible for its actual share of general fund support.
- f. The District shall be responsible for all costs related to the special education service needs of Charter School students in the same manner as any other students of the District, in accordance with Education Code Section 47646.

#### **I. Special Education – Discipline and Documentation.**

1. The Charter School shall maintain copies in the student files of all correspondence between the Charter School and parents of special education students relating to student discipline. The District Special Education Team shall maintain files of all correspondence regarding special services, including any requests for services, inquiries, referrals, and responses.
2. The Charter School shall notify the District Special Education Coordinator or site designee of special education student suspensions. Upon request, a copy of the suspension form will be provided.
3. Prior to the recommendation, the Charter School shall notify the District Director of Special Education whenever the Charter School intends to recommend for expulsion a student who is currently receiving special education by providing a copy of the notice at the same time it is sent to the parent/guardian.
4. The Charter School shall cooperate with the District's Special Education Director and/or Coordinator regarding procedures and student rights.

- J. Within seventy-two hours of receipt of any correspondence related to the provision of Special Education Services, the Charter School shall provide said correspondence to the District's Special Education Director and/or Coordinator or site designee.
- K. Special Education Services may be offered at the Charter School, the District, at a SELPA facility, and/or another location based upon each student's IEP.
- L. **Severability.** If any provision or any part of this Agreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of the agreement shall not be affected thereby and shall remain valid and fully enforceable.
- M. **Notification.** All notices, request and other communication under this agreement shall be in writing and mailed to the proper address as follows:

Provisional Accelerated Learning Academy c/o Provisional Educational Services, Inc. 2450 Blake Street San Bernardino, CA 92407 (909) 887-7002	San Bernardino City Unified School District Charter Schools Division  777 North F Street San Bernardino, CA 92410 (909) 381-1100
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Any notices required by this Agreement sent by facsimile transmission shall be considered received on the business day they are sent, provided they are sent during in the receiving Party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the U.S. mail, postage pre-paid, and addressed as indicated above.

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

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

**SCHOOL DISTRICT:**

**CHARTER SCHOOL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

- 10.3 Approve Charter Extension for Woodward Leadership Academy and Adlopt the Resolution Effectuating that Action; Approve the Special Education Memorandum of Understanding Between the District and Woodward Leadership Academy  
(Prepared by Educational Services)

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

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

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

**WHEREAS**, on or about March 3, 2015, Woodward submitted a request for renewal of its Charter; and

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

**WHEREAS**, the parties mutually agreed, in writing, to extend the timelines for District Board to

Board of Education Meeting  
May 19, 2015

take action on the Charter through and including May 21, 2015, and

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

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

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

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

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

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

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

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

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

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

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

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

The foregoing resolution was considered, passed, and adopted by this Board at its regular Board meeting of May 19, 2015.

AYES IN FAVOR OF SAID RESOLUTION: \_\_\_\_\_

NOES AGAINST SAID RESOLUTION: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President  
District Board of the San Bernardino City  
Unified School District

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Clerk  
District Board of the San Bernardino City  
Unified School District

**Special Education  
Memorandum of Understanding  
Governing Special Education Services  
Between  
San Bernardino City Unified School District,  
and Woodward Leadership Academy, Inc.**

This Special Education Memorandum of Understanding (“MOU” or “Agreement”) is executed by and between the Board of Trustees of the San Bernardino City Unified School District (“District”) and Woodward Leadership Academy, Inc., which operates Woodward Leadership Academy, (“Woodward” and/or the “Charter School”) (collectively, “the Parties”).

Throughout this MOU, the Charter, and any attachments, exhibits, and/or appendices hereto, any and all references to Woodward, Charter School, or the School shall apply with full force and effect to Woodward Leadership Academy, Inc.

This agreement shall take effect upon full execution of this Agreement and approval by the Boards of Trustees of the San Bernardino City Unified School District and Woodward, and shall remain in effect unless either party provides the other with a thirty-day written notice of intent to terminate the agreement.

**III. Special Education Services/Section 504/ADA:**

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

- A. It is understood that all children will have access to the Charter School and no student shall be denied admission based solely on disability status.
- B. Pursuant to Education Code Section 47641, the Charter School has elected to be deemed a public school of the District for special education purposes.
- C. In accordance with Education Code Section 47646, a Charter School that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending the Charter School shall receive special education instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the Individuals with Disabilities Education Improvement Act (“IDEIA”)(20 U.S.C. § 1400 *et seq.*).

**D. Section 504 and the ADA.**

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



- E. The Charter School will comply with all applicable state and federal laws regarding compliance with Section 504 and the ADA.
- F. At least annually, and as further required by the District, the Charter School shall be responsible for reviewing pertinent information with all Charter School staff at a staff meeting.

**G. Services.**

1. The Charter School and the District intend that the Charter School will be treated by the District as any other public school in the District with respect to the provision of special education services, including the allocation of duties between Charter School staff and resources and District staff and resources.
2. Division and Coordination of Responsibility:
  - a. The District and the Charter School agree to allocate responsibility for the provision of services [including but not limited to identification, evaluation, Individualized Education Program (“IEP”) development and modification, and educational services] in a manner consistent with their allocation between the District and its local public school sites. All special education services to be provided to Charter School students beyond the services to be performed by general education personnel and/or the type provided by general school site administrators at District schools, will be performed by employees, consultants, or other representatives of the District. The District shall be solely responsible for hiring and directing the individuals or entities to provide such special education services to Charter School students. If a problem arises with any of the District personnel providing services on the Charter School site, the Charter School and District shall discuss the concerns within a reasonable period of time after the issue is raised by the other party. Re-assignment of personnel in response to such concerns shall occur only when the District deems appropriate. If the District takes or refuses to take personnel action with regard to its special education providers on the Charter School’s site, over the objection of the Charter School, the District shall take full responsibility for any actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered that results from its actions or inactions related to the placement of District personnel on the Charter School’s campus.
  - b. The District and the Charter School shall meet no later than April 15 of each year to ensure a mutual understanding of the allocation of duties between the Charter School and the District for the following year.
3. Identification and Referral:

- a. The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. The Charter School is solely responsible for obtaining the cumulative files, prior and/or current Individualized Education Program and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and utilized, where appropriate.
- b. The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian, if required. The District will consult with the Charter School to facilitate student transitions.
- c. The Charter School agrees to implement a Student Study Team Process (“SST”), a general education function, to monitor and guide referrals for special education and related services (“special education services”). The Charter School agrees that the SST and any interventions prior to a referral for special education services shall be the sole responsibility of the Charter School.

4. Assessment:

The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the District’s general practice and procedure and applicable law. The Charter School shall not conduct assessments of, or recommend independent assessments for special education students without prior written approval of the District. The Charter School shall not unilaterally conduct or agree to fund or reimburse a parent/guardian for an Independent Education Evaluation (“IEE”) without prior written approval of the District. Should the Charter School conduct or fund an IEE of a student without the prior written approval of the District, the Charter School shall be solely responsible for the costs of said assessment.

5. Individualized Education Program:

Responsibility for arranging necessary IEP meetings shall be conducted in accordance with the District's general practice and procedure and applicable law. The District personnel shall confer and take into consideration the availability of the Charter School's employees when scheduling IEPs. After consultation with the Charter School, the Charter School staff shall ensure the attendance of all necessary Charter School employees at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at the Charter School.

6. Eligibility and Placement:

- a. Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include all required representatives of the Charter School (or designees when necessary) and representatives of the District (or designees when necessary). Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education. No pupil with special needs shall be continued in enrollment in the Charter School unless the IEP team determines that the Charter School is an appropriate educational placement, except for such period of time as enrollment at the Charter School constitutes the student's "stay-put placement."
- b. The Charter School acknowledges that under the IDEIA, a child shall not be determined to be a child with a disability eligible for special education services if the determinant factor for such determination is due to: (a) a lack of appropriate instruction in reading, including in the essential components of reading instruction as referenced in the IDEA; (b) a lack of instruction in math; or (c) limited English proficiency. (20 U.S.C. § 1414(b)(5)(A-C).)

7. Educational Services and Programs:

To the extent that the agreed upon IEP requires special education or related services, the District shall provide and/or arrange for such services in the same manner that it would be legally obligated to provide to the students at its other District schools. District services shall include technical and consultative services by District staff to Charter School staff in the same manner that District staff consults with staff at other District schools.

8. Behavior Emergency Procedures:

Charter School staff will adhere to the emergency interventions, restrictions, notification, and report requirements set forth in California Education Code Sections 56521.1 and 56521.2.

9. Student Registration/Records/Withdrawal:

- a. The Charter School shall adopt Student Registration forms that include questions about whether the student is currently receiving or has ever received special services (e.g. special education, Section 504 plan, and accommodation plan).
- b. The Charter School shall adopt a Records Request form similar to that used by other District schools, or will obtain approval from the District for a different form. The Charter School shall use the Records Request form to request previous school records for all students who indicate an intention to enroll in the Charter School.
- c. The Charter School shall provide student front sheet to the District Special Education Coordinator or designee for all special education/504 students.
- d. Within seventy-two hours of a special education student's withdrawal or disenrollment from the Charter School, the Charter School shall notify the Special Education Coordinator or designee in writing and include the student's name, date of withdrawal/disenrollment, reason for withdrawal/disenrollment, and next school/district of attendance.

10. Parent Concerns:

The District Special Education Staff shall inform parents/guardians of their rights to raise concerns regarding special education needs or services to the Charter School and/or District staff. The Charter School staff shall inform the designated representative of the District of any such concerns that arise regarding special education needs or services. The District, in consultation with the Charter School's staff as necessary, shall respond to and address the parent/guardian concerns.

11. Complaints:

In consultation with the Charter School, the District shall address/respond to/investigate all complaints regarding special education services at the Charter School. The Charter School's Uniform Complaint Procedure shall designate the District's Uniform Complaint Procedure officer as the designated official for complaints regarding special education services.

12. Due Process Hearings:

- a. In consultation with the Charter School, the District may initiate a due process hearing on behalf of a student enrolled in the Charter School as the District determines is legally necessary to meet a school agency's responsibilities under federal and state law. The District and the Charter School shall

cooperate in defending any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal representation is needed, the District/Charter School shall be jointly represented by District legal counsel. In the event the Charter School elects to utilize separate legal counsel, the Charter School shall bear the costs of its separate legal counsel.

- b. To the fullest extent permitted by law, the District agrees to indemnify, defend, and hold harmless the Charter School and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter “Charter School and Charter School personnel”) against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Charter School and/or Charter School personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) that may be asserted or claimed by any person, firm, or entity that is related to the provision of special education services pursuant to this MOU and is due solely to the acts or omissions of the District, its Board of Directors, Board members, officers, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns.
  
- c. To the fullest extent permitted by law, the Charter School agrees to indemnify, defend, and hold harmless the District and its Board of Trustees, Board members, officers, and administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter “District and District personnel”) against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and District personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) that may be asserted or claimed by any person, firm, or entity that is related to the provision of special education services pursuant to this MOU and is due solely to the acts or omissions of the Charter School and/or Charter School Personnel as that term is defined herein. Charter School’s obligation to indemnify, defend, and hold harmless the District and District Personnel, as set forth herein, shall survive the revocation, expiration, termination, or cancellation of the Charter School’s Charter or any other act or event that would end Charter School’s right to operate as a charter school pursuant to the Charter School’s Charter or cause Charter School to cease operations.

13. SELPA Activities and Meetings:

The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to Charter School staff.

14. School District of Residence:

The District shall be responsible for providing all special education services to all students of the Charter School regardless of their school district of residence.

15. SELPA Requirements:

- a. The Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to District policies, procedures, and practices regarding identification, referral, and provision of services to special education students. The Charter School shall utilize, and comply with SELPA and District Board policies, procedures, and forms regarding special education when such are provided to the Charter School in writing.
- b. The Charter School agrees to hold a staff meeting on an annual basis to review SELPA and District Board policies, procedures, and forms regarding special education with all staff who are required to implement the policies and procedures and utilize forms regarding special education when such are provided to the Charter School in writing.
- c. The Charter School will collaborate with the District, SELPA, and the County Office of Education as needed and may request that representatives of these agencies attend the staff meeting described immediately above. The Charter School, however, shall be solely responsible for the preparation of materials and for conducting the staff meeting.
- d. The Charter shall provide the District Special Education Director with a copy of sign-in sheets from the staff meeting during which SELPA and District policies, procedures and forms are reviewed.
- e. To the extent that District site staff has the opportunity to participate in committee meetings of the SELPA as representatives of their school, such opportunities shall be made available to Charter School staff. The appropriate Charter School staff will attend District special education training.

16. Contracted Services:

If needed due to a shortage in special education staff, it is the responsibility of the District to seek out contracts with other school districts, companies, or organizations to serve Charter School students in the same manner as District students. The Charter School may assist the District in procuring such services.

**H. Funding.**

1. Retention of Special Education Funds by District:

a. The parties agree that, pursuant to the division of responsibilities set forth in this MOU, the Charter School has elected the status of any other public school in the District for the purposes of special education services and funding. The District has agreed to provide special education services for the Charter School, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through the SELPA.

2. School Contribution of Equitable Share of Charter School Funding:

- a. Additionally, the Charter School shall contribute a pro-rata share of its Charter School funding to support the District's unfunded special education costs ("general fund support" also known as "encroachment").
- b. At the end of each fiscal year, the District shall calculate the Charter School's pro-rata share of the District-wide general fund support for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School) divided by the total number of District ADA (including Charter School students) and multiplied by the total number of Charter School ADA (ADA calculation from P2). Charter School ADA shall include all students, regardless of home district.
- c. The District shall calculate the amount of the Charter School's share of the general fund support upon receipt of the certified P2 reporting data. The District shall provide the Charter School with documentation as to the calculation of the Charter School's share of general fund support and allow the Charter School an opportunity to provide input and respond to the calculation prior to invoicing the Charter School for the prior year. The District shall then invoice the Charter School for its share of the general fund support.
- d. Payment shall be due and payable within 30 days of invoice. If not fully paid, the remaining amount of the Charter School's share of the general fund support shall be offset against the District's next succeeding in-lieu property tax apportionments until paid in full.

- e. The District shall provide an estimate of the Charter School's share of the general fund support for the following year by June 30 of each year for budgeting purposes. This estimate shall not be binding and the Charter School shall be fully responsible for its actual share of general fund support.
- f. The District shall be responsible for all costs related to the special education service needs of Charter School students in the same manner as any other students of the District, in accordance with Education Code Section 47646.

**I. Special Education – Discipline and Documentation.**

- 1. The Charter School shall maintain copies in the student files of all correspondence between the Charter School and parents of special education students relating to student discipline. The District Special Education Team shall maintain files of all correspondence regarding special services, including any requests for services, inquiries, referrals, and responses.
  - 2. The Charter School shall notify the District Special Education Coordinator or site designee of special education student suspensions. Upon request, a copy of the suspension form will be provided.
  - 3. Prior to the recommendation, the Charter School shall notify the District Director of Special Education whenever the Charter School intends to recommend for expulsion a student who is currently receiving special education by providing a copy of the notice at the same time it is sent to the parent/guardian.
  - 4. The Charter School shall cooperate with the District's Special Education Director and/or Coordinator regarding procedures and student rights.
- J. Within seventy-two hours of receipt of any correspondence related to the provision of Special Education Services, the Charter School shall provide said correspondence to the District's Special Education Director and/or Coordinator or site designee.
- K. Special Education Services may be offered at the Charter School, the District, at a SELPA facility, and/or another location based upon each student's IEP.
- L. **Severability.** If any provision or any part of this Agreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of the agreement shall not be affected thereby and shall remain valid and fully enforceable.
- M. **Notification.** All notices, request and other communication under this agreement shall be in writing and mailed to the proper address as follows:

Woodward Leadership Academy  
c/o Woodward Leadership Academy, Inc.  
1777 W. Baseline Road

San Bernardino City Unified School District  
Charter Schools Division  
777 North F Street



Board of Education Meeting  
May 19, 2015

San Bernardino, CA 92411  
(909) 226-1762

San Bernardino, CA 92410  
(909) 381-1100

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

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

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

**SCHOOL DISTRICT:**

**CHARTER SCHOOL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Board of Education Meeting  
 May 19, 2015

10.4 Top 10 Priorities

	Date of Request	Question/Request	Requested by	Anticipated Completion/Assigned to	Status/Remarks/Action
1	05/06/14	Create a plan and intervention team to prevent students from becoming long-term ELs.	David Servant	5/15-MZ	In progress
2	08/20/13 11/19/13 01/21/14	Establish a Parent Engagement Center, possibly in combination with an Enrollment Center	Dr. Flores Mrs. Hill Mrs. Medina	5/15-KM	In progress
3	02/18/14	Create something similar to Richardson at other schools.	Mrs. Medina	5/15-MZ	In progress
4	01/20/15	Provide recommendation on additional funding needed for strategies to increase student attendance.	Mr. Gallo Mr. Tillman	5/15-KM	In progress
5	01/20/15	Create an MOU for a partnership with the City on strategic planning.	Dr. Flores	5/15-LB	In progress
6					
7					
8					
9					
10					

10.5 Future Agenda Items  
 (Prepared by Superintendent)

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

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

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

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

Board Quarterly Strategic Meeting Dates

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

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

Follow Up on Requests and Questions from Board and Community as of May 13, 2015					
	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
	05-05-15	How many graduates got diplomas/certificates? Wants raw data.	Dr. Flores		
	05-05-15	How many A-G students completed A-G?	Dr. Flores		
	04-07-15	Look into ways to assist schools, such as Hunt and Del Rosa, which did not receive any LCAP Innovation awards.	Mrs. Hill		
<b>BUSINESS SERVICES – MRS. KING</b>					
1	01/20/15	Inform the Board when employees complete capital assets training.	Mr. Tillman	6/15	In progress
<b>COMMUNICATIONS – MRS. BARDERE</b>					
2	03/18/14	Promote our middle schools to parents.	Mrs. Savage	6/15	In progress
3	03/04/14	Is there a central number for parents to call for District information?	Mrs. Hill	6/15	In progress
<b>COMMUNITY PARTNERSHIP – MR. MURRIETA</b>					
1	02/18/14	Organize field trips to take parents to visit	Mrs. Medina	6/15	In progress

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Follow Up on Requests and Questions from Board and Community as of May 13, 2015					
	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
		colleges.			
2	11/19/13	Get a legal opinion on what the School Board's role will be with the revised CaSA.	Mr. Gallo	6/15	In progress
<b>DEPUTY SUPERINTENDENT – DR. VOLLKOMMER</b>					
1	01/20/15	Create an MOU for the District's partnership with the City on strategic planning.	Dr. Flores	6/15	In progress
2	07/15/14	Remind principals to continue "SOT" discussions.	Robert Rodriguez	6/15	In progress
3	07/01/14	How many grants did California Consulting write for us and how much money did they bring in?	Mrs. Perong	6/15	In progress
4	05/6/14 06/3/14	She is being bullied at her daughter's school. Her son was released to someone not on the emergency release card. Kimbark principal filed a false School Police report.	Esmeralda Negrete	6/15	In progress
5	04/15/14	Require schools that hire consultants to complete an evaluation form so teachers could review recommendations or concerns.	Mrs. Perong	6/15	In progress
6	03/18/14	Establish a structured, equitable athletic program.	Dr. Flores Mr. Gallo Mrs. Savage	6/15	In progress
7	01/21/14	Where are we with parent engagement?	Mrs. Perong	6/15	In progress
8	01/14/14	How far are we with the program evaluation process?	Mrs. Perong	6/15	In progress
9	09/10/13	Develop a plan so students' schedules aren't changed after three weeks.	Elsa Valdez	6/15	In progress
10				6/15	In progress
11	02/5/13 07/2/13	Consider installing video cameras in all classrooms.	Richelle Capozio Stephen Gianni	6/15	Staff will work with SBTA to examine possibilities.
<b>EDUCATIONAL SERVICES – DR. ZAMORA</b>					
	03/17/15	What is the process for School of Choice?	Mrs. Perong	6/15	In progress
1	03/03/15	CAHSEE Questions: a. What is the success rate of students who re-took it? b. Over the past 5 years what money has been spent to enhance the passing rate and what is the comparison now?	Mr. Tillman	6/15	In progress

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Follow Up on Requests and Questions from Board and Community as of May 13, 2015					
	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
		c. What are the demographics of students that passed per high school? d. How many seniors have not passed?			
2	02/03/15	How many former private or charter school students that attend Richardson PREP HI, left the District afterward?	Mrs. Perong	6/15	In progress
3	01/20/15	Explore partnering with University of Redlands College of Education and UCR for a career pathway.	Dr. Flores	6/15	In progress
4	01/13/15	What are the next steps for the LCAP student achievement piece? Who has oversight? How are steps prioritized? What is the cost? When will funding be provided?	Mrs. Medina	6/15	In progress
5	12/02/14	Why doesn't the District pay for a bilingual resource teacher at Oehl Elementary School?	Jessica Garth	6/15	In progress
6	11/18/14	Can Dual Immersion be incorporated into GATE classes?	Mrs. Medina	6/15	In progress
7	11/18/14	Connect with Pilar Avila and Dorene Dominguez to help with career pathways.	Dr. Flores	6/15	In progress
8	10/21/14	Include raw data, not just percentages on KPIs.	Dr. Flores	6/15	In progress
9	09/02/14	Can SBVC offer remediation courses for our exiting seniors in the summer?	Mrs. Medina	6/15	In progress
10	07/15/14	Promote the Student Film Competition.	Mrs. Medina	6/15	In progress
11	07/15/14	Mail information to homes regarding all parent trainings.	Mr. Tillman	6/15	In progress
13	07/01/14	Work on an enrollment priority MOU with UCR.	Dr. Flores	6/15	In progress
14	05/06/14	Create a plan and intervention team to prevent students from becoming long-term ELLs.	David Servant	6/15	In progress
15	03/18/14	Have a plan for charter school students if their charter is revoked.	Board Consensus	6/15	In progress
16	02/04/14	Conduct a longitudinal study of student voice at the middle school level.	Dr. Flores	6/15	In progress
17	01/21/14	Provide the cost of textbook adoptions.	Mr. Tillman	6/15	In progress
<b>FACILITIES/OPERATIONS – MR. PEUKERT</b>					
1	04-07-15	Provide information on the Certificate of Occupancy Pilot Program (school fees)	Mr. Gallo	6/15	In progress
2	04-07-15	Look into bringing back the “Schools that Sparkle” program	Mrs. Medina	6/15	In progress

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Follow Up on Requests and Questions from Board and Community as of May 13, 2015					
	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
3	03/03/15	Can an “odor log” be set up at Alessandro ES?	Ericka Flores	6/15	In progress
4	01/20/15	Invite City Council members to tour the new schools.	Mrs. Savage	6/15	In progress
5	01/13/15	Provide information on what local preferences are allowed to be offered on bids.	Mr. Gallo	6/15	In progress
6	12/09/14	Investigate the pros and cons of operating high school libraries extra hours, similar to Carter High School.	Mrs. Hill	6/15	In progress
7	10/21/14	Plant trees around Alessandro to help with the air quality.	Penny Newman	6/15	In progress
<b>HUMAN RESOURCES – DR. WISEMAN</b>					
1	03/17/15	Compare combination classes with like districts and is the number of combination classes going up or down?	Mr. Tillman	6/15	In progress
2	02/17/15	Are long term subs assigned when a teacher is placed on paid or unpaid leave?	Dr. Flores	6/15	In progress
3	02/17/15	Provide the ethnic breakdown of new hires and promotions by job classification for management and classified employees, for three years.	Dr. Flores	6/15	In progress
4	02/03/15	Recruit retired teachers to return as substitutes.	Mrs. Hill	6/15	In progress
5	02/03/15	List the number of courses that will be affected at QEIA high schools.	Dr. Flores	6/15	In progress
6	11/19/14	Can we add academic advisors at high schools to support our counselors and students?	Mrs. Medina	6/15	In progress
7	09/02/14	Provide the list of classroom overages.	Mrs. Perong	6/15	In progress
8	08/19/14	Provide information on the teachers not holding appropriate English Learner authorization.	Board Consensus	6/15	In progress
9	07/01/14	Notify teachers that Cal State is offering an online certification program for special education teachers.	Mrs. Perong	6/15	In progress
10	07/01/14	How much do we pay to the JPA?	Mr. Gallo	6/15	In progress
11	06/03/14	Can the District provide awareness and prevention training to teachers and staff to address issues of possible false allegations from students?	Mrs. Medina	6/15	In progress
12	04/08/14	Establish a formal process for internships.	Mr. Tillman	6/15	In progress
13	04/08/14	Are special education teachers properly	Mrs. Medina	6/15	In progress

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Follow Up on Requests and Questions from Board and Community as of May 13, 2015					
	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
		credentialed?			
14	03/18/14	How will you collect the names and screen those people that want to be mentors?	Mrs. Medina	6/15	In progress
15	03/18/14	Why does a parent have to sign a School-Parent Compact?	Joe Mora	6/15	In progress
16	01/21/14	Contract with a company to do a staffing analysis.	Mr. Tillman	6/15	In progress
<b>SCHOOL POLICE – CHIEF PAULINO</b>					
1	04-21-15	Wants a monthly report on the School Police’s Positive Feedback program either in Follow Up or presentation	Mrs. Perong	6/15	
2	06/03/14	What incidents are students cited for?	Dr. Flores	6/15	In progress
3	04/15/14	Provide a wish list for the School Police Department.	Mrs. Perong	6/15	In progress
<b>STUDENT SERVICES – DR. MITCHELL</b>					
1	04-07-15	What is the number of students suspended on a regular basis?	Mrs. Medina	6/15	In progress
2	04-07-15	How many students with high absenteeism is because of asthma?	Mrs. Medina	6/15	In progress
3	04-07-15	What types of incidents are there in lower grades (5,6,7)? Wants raw suspension data.	Dr. Flores	6/15	In progress
4	04-07-15	How many students are suspended end up dropping out?	Dr. Flores	6/15	In progress
5	04-07-15	What are the dropout rates by gender, ethnicity?	Dr. Flores	6/15	In progress
6	01/20/15	Look at tardy policy to see if it may be deterring students from attending class or school.	Dr. Flores	6/15	In progress
7	01/20/15	What would the cost be to have an in-house suspension room with a certificated employee?	Mrs. Perong	6/15	In progress
8	01/20/15	Consider offering incentives to increase student attendance.	Mrs. Savage	6/15	In progress
9	01/20/15	What percent of special education students have high numbers of absences?	Mrs. Medina	6/15	In progress
10	01/20/15	Compare the District’s attendance policy to CSBA’s sample.	Dr. Flores	6/15	In progress
11	01/20/15	Give the Board a recommendation on additional funding needed for strategies to increase student attendance.	Mr. Gallo Mr. Tillman	6/15	In progress
12	12/02/14	Do CAPS students have better attendance and fewer referrals?	Mrs. Hill	6/15	In progress
13	11/19/14	Provide a report of the number of devices	Mrs. Medina	6/15	In progress

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Follow Up on Requests and Questions from Board and Community as of May 13, 2015					
	Date of Request	Question/Request	Requested by	Anticipated Completion Date	Status/Remarks/Action
		per student, by school.			
<b>STRATEGIC PLANNING</b>					
1	02/18/14	Create something similar to Richardson at other schools.	Mrs. Medina	6/15	In progress
2	01/21/14	Consider offering bus tickets and look at other strategies to allow students to get to and from school safely for Strategy 9. Safe passages to school.	Mrs. Hill	6/15	Added to Operational Strategic Planning.
3	11/05/13	Look at a later starting time for secondary students.	Mr. Gallo Mrs. Hill	6/15	To be discussed at the Cabinet Quarterly Strategic Planning meeting.
4	12/17/13	Consider teachers presenting challenging classes in a language other than English.	Ms. Sanchez-Spears	6/15	In progress
<b>SUPERINTENDENT – DR. MARSDEN</b>					
1	01/20/15	Send a thank you letter to Hope Worldwide.	Dr. Flores	6/15	In progress
2	01/20/15	Invite City Council members to a Board meeting to discuss topics of mutual interest.	Mrs. Savage	TBD	In progress
3	01/20/15	Invite Ron Bennett, County Council, Steve Pontell, and CORE representatives to make a presentation on the City's Specific Plan.	Consensus	TBD	In progress
4	10/21/14	The Board should prioritize the KPIs.	Mr. Tillman	6/15	In progress
5	10/21/14	Use lobbyists or grant writers to find money to pay for the Alessandro filters.	Mr. Tillman	6/15	In progress
6	10/21/14	Lobby for funds to do a longitudinal study of the BNSF Rail Yard.	Dr. Flores	6/15	In progress
7	10/07/14	Consider having a Student Board Representative	Ron Fletcher	6/15	In progress
8	10/07/14	Look into policy and voting rights of a Student Board member.	Mr. Gallo	6/15	In progress
9	12/03/13	Consider reading "Other People's Children" or "Multiplication is for White People" for the next book study.	Dr. Flores	6/15	In progress



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**SESSION ELEVEN - Closed Session**

*11.0 Closed Session*

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

**Student Matters/Discipline**

**Conference with Labor Negotiator**

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

**Public Employee Discipline/Dismissal/Release**

**Existing Litigation**

Number of Cases: Two

**Anticipated Litigation**

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

Number of Cases: One

**SESSION TWELVE – Open Session**

*12.0 Action Reported from Closed Session*

**SESSION THIRTEEN - Closing**

*13.0 Adjournment*

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

The District is committed to provide equal access to individuals with a disability to open and public meetings. For information on the availability of disability-related aids or services to enable any person with a disability to participate in a public meeting and/or to request reasonable accommodations, please contact:

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Affirmative Action Office  
777 North F Street  
San Bernardino, CA 92410  
(909) 381-1122  
(909) 381-1121 fax

Office Hours: Monday through Friday, 8 a.m.-4:30 p.m.

Requests for reasonable accommodations must be received by the Affirmative Action Office no later than five working days before the public meeting so that an interactive process can be effectuated to determine an effective accommodation that would best serve the needs of the individual with a disability.

Posted: May 15, 2015