

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

ABIGAIL MEDINA
Vice President

DR. BARBARA FLORES
Board Member

MICHAEL J. GALLO
Board Member

KRISTIAN BACARRO
Student Board Member



DR. MARGARET HILL
President

DALE MARSDEN, Ed.D.
Superintendent

ISABEL CHOLBI
Student Board Member

GWENDOLYN RODGERS
Board Member

DANNY TILLMAN
Board Member

SCOTT WYATT, Ed.D.
Board Member

DANIELLE QUEZADO
Student Board Member

April 4, 2017

Estimated Times

SESSION ONE

- 1.0** ***Reception*** **4:30 pm**
A reception will be held to honor the students and coaches from Indian Springs High School, San Gorgonio High School, and Cajon High School.

SESSION TWO

- 2.0** ***Opening*** **5:30 pm**
- 2.1 Call to Order
- 2.2 Pledge of Allegiance to the Flag
- 2.3 Adoption of Agenda

SESSION THREE

- 3.0** ***Special Presentation(s)*** **5:35 pm**
- 3.1 Special Recognition – Indian Springs High School Boys Soccer Team
- 3.2 Special Recognition – San Gorgonio High School Varsity Football Team
- 3.3 Special Recognition – San Gorgonio High School Academic Decathlon Team
- 3.4 Special Recognition – Cajon High School Mock Trial Team
- 3.5 Joint Resolution for the San Bernardino Health, Wellness and Safety Collective Impact Initiative

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

Board of Education Meeting
April 4, 2017

- 3.6 Resolution in Support of the San Bernardino County Vision2Read Footsteps2Brilliance Countywide Early Literacy Program

SESSION FOUR

4.0 *Public Hearing(s)* **6:15 pm**

- 4.1 Public Disclosure of Memorandum of Understanding (Collaboration Day Professional Development Program) Between the San Bernardino City Unified School District and the San Bernardino Teachers Association (SBTA)
- 4.2 Public Disclosure of Memorandum of Understanding (Kindergarten Workload) Between the San Bernardino City Unified School District and the San Bernardino Teachers Association (SBTA)
- 4.3 Public Disclosure of Memorandum of Understanding Between the San Bernardino City Unified School District and the San Bernardino Teachers Association (SBTA) – PAR (Peer Assistance and Review)
- 4.4 Public Disclosure of Memorandum of Understanding (Speech Language Pathologists) Between the San Bernardino City Unified School District and San Bernardino Teachers Association
- 4.5 Public Disclosure of Memorandum of Understanding (Transitional Kindergarten) Between the San Bernardino City Unified School District and the San Bernardino Teachers Association (SBTA)
- 4.6 Public Disclosure of the Tentative Agreement (Article I – Recognition, Article IV – Association Rights, Article VI – Wages, Article VII – Benefits, Article VIII – Retiree Health Benefits, Article IX – Hours, Article XI – Employee Evaluation Procedures, Article XIII – Transfer, Article XIV – Leaves, Article XV – Reimbursement, Expenses & Materials, Article XVIII – Grievance Procedure and Article XXIV – Term of Agreement) Between the San Bernardino City Unified School District and California School Employees Association

SESSION FIVE

5.0 *Student Achievement* **6:20 pm**

- 5.1 Key Performance Indicators (KPI): Annual Measurable Achievement Objectives (AMAOs) and Reclassification

SESSION SIX

6.0 *Public Comments* **7:00 pm**

This is the time during the agenda when the Board of Education is prepared to receive comments from 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.

Board of Education Meeting
April 4, 2017

Any person wishing to make complaints against District employees is asked to 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.

SESSION SEVEN

7.0 *Administrative Presentation* **8:00 pm**

7.1 San Bernardino City Unified School District Board of Education Remodel Update

SESSION EIGHT

8.0 *Reports and Comments* **8:40 pm**

8.1 Report by San Bernardino Teachers Association

8.2 Report by California School Employees Association

8.3 Report by Communications Workers of America

8.4 Report by San Bernardino School Police Officers Association

8.5 Report by San Bernardino School Managers

8.6 Comments by Board Members

8.7 Board Committee Reports

8.8 Comments by Superintendent and Staff Members

SESSION NINE

9.0 *Consent Calendar* **9:30 pm**
(When considered as a group, unanimous approval is advised.)

BOARD OF EDUCATION

9.1 Approval of Minutes

9.2 Joint Meeting of San Bernardino Community College District's Board of Trustees and Feeder High School Boards of Trustees

DEPUTY SUPERINTENDENT

9.3 Business and Inservice Meetings - Deputy Superintendent's Office

9.4 Memorandum of Understanding (MOU) with 2Five Sports, LLC, Overland Park, KS, to Enhance District Athletes' Sports and Academic Profiles Nationally to Gain an Opportunity for Sports Scholarships

BUSINESS SERVICES

- 9.5 Acceptance of Gifts and Donations to the District
- 9.6 Agreement with Sunesys, RFP No. 16-03, External WAN Connections
- 9.7 Agreement with Sunesys, RFP No. 16-09, Districtwide WAN Connections
- 9.8 Bid No. 16-14, Requirements Contract for HVACR Services, Repairs, and Installations - Districtwide
- 9.9 Commercial Warrant Registers for Period March 1 – March 15, 2017
- 9.10 Federal/State/Local District Budgets and Revisions
- 9.11 Sale of Used District Covered Electronic Waste (CEW/Non-CEW)

EDUCATIONAL SERVICES

- 9.12 Agreement with Coast 2 Coast Coaching, Laguna Niguel, CA, to Provide Soccer Curriculum Based on Combining STEM, College Readiness and Soccer Techniques to Students at Urbita Elementary School
- 9.13 Facilities Use Agreement with California State University, San Bernardino, CA, for Use of the Coussoulis Arena for the English Learner Programs Annual District- Wide Reclassification Ceremony
- 9.14 Payment for Course of Study Activities – Educational Services
- 9.15 Payment for Services Rendered by Non-Classified Experts and Organizations – Educational Services
- 9.16 Request to Pay the Black Voice Foundation, Riverside, CA, for the Footsteps to Freedom, Educator Study Tour, Following the North Star Along the Underground Railroad to Civil Rights

HUMAN RESOURCES

- 9.17 Amendment No. 1 to the Agreement with William H. Soltz, Ph.D., San Bernardino, CA, to Provide Psychiatric Consultation for Fitness for Duty Evaluations
- 9.18 Agreement with Coast 2 Coast Coaching, Laguna Niguel, CA, to Provide Soccer Curriculum Based on Combining STEM, College Readiness and Soccer Techniques to Students at Davidson Elementary School
- 9.19 Payment for Course of Study Activities - Human Resources
- 9.20 Ratification of the Rental and Licensing Agreement with Music Theatre International (MTI), New York, NY, to Provide Copyrighted Musical Scores, Scripts, and Vocal Musical Materials for Theater Performances at Paakuma K-8 School

STUDENT SERVICES

- 9.21 Affiliation Agreement with Ultimate Medical Practice, Highland, CA, to Provide a Clinical Site for Students Enrolled in the Inland Career Education Center's Medical Assistant Program
- 9.22 Agreement with Child Care Resource Center (CCRC), Chatsworth, CA, for Participation in the Quality Start San Bernardino (QSSB) Program
- 9.23 Agreement with Keith Weeks Enterprises, San Bernardino, CA, to Provide Referees for the Middle Schools' Basketball Program
- 9.24 Agreement with San Bernardino County Superintendent of Schools, San Bernardino, CA, for the AB 212 Educational Stipend Program
- 9.25 Business and Inservice Meetings – Student Services
- 9.26 Extended Field Trip, Arroyo Valley High School, International Baccalaureate Science Field Studies, Mammoth Lakes, CA
- 9.27 Facilities Use Agreement with the San Bernardino Elks Lodge No. 836, San Bernardino, CA, for San Bernardino High School's Dual Immersion Graduation Ceremony
- 9.28 Payment for Course of Study Activities - Student Services
- 9.29 Renewal of the Memorandum of Understanding with San Bernardino Community College District for San Bernardino Valley College, Disabled Student Program and Services, San Bernardino, CA, for the On-Campus Employment of District Special Education, Working on Real Careers (WORC) Program Students

Youth Services

- 9.30 Expulsion of Student(s)
- 9.31 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
- 9.32 Lift of Expulsion of Student(s)

SESSION TEN

10.0 Action Items

9:40 pm

- 10.1 Personnel Report #18, Dated April 4, 2017
- 10.2 Amendments to Board Policy 5141.33 Students (First Reading)
- 10.3 Amendments to Board Policy 6173 Instruction (First Reading)
- 10.4 Amendments to Board Policy 6173.1 Instruction (First Reading)
- 10.5 Receive Charter Petition for Entrepreneur High School
- 10.6 Receive Charter Petition for Innovation High School
- 10.7 Realignment of Lytle Creek and Urbita Elementary School Boundaries

SESSION ELEVEN

11.0 Closed Session

9:50 pm

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

Anticipated Litigation

Conference with legal counsel pursuant to paragraph (2) or (3) of Subdivision (d) of Government Code 54956.9
Number of Cases: Three

Existing Litigation

Conference with legal counsel, pursuant to paragraph (1) of subdivision (d) of Government Code 54956.9
Number of Cases: Two
SS-16-17-20
SS-16-17-21

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

Conference with Labor Negotiator

District Negotiator: Dr. Dale Marsden, Superintendent
Unrepresented Employees:
Title Deputy Superintendent
Title: Assistant Superintendent, Human Resources
Title: Assistant Superintendent, Educational Services
Title: Assistant Superintendent, Student Services
Title: Chief Business Officer

Public Employee Appointment

Public Employee Discipline/Dismissal/Release

Student Matters/Discipline

SESSION TWELVE

12.0 *Action Reported from Closed Session*

10:30 pm

- 12.1 Consideration of Issuing a Notice of Intent to Revoke to Center for Learning and Unlimited Educational Success and Notice of Facts in Support of Revocation

SESSION THIRTEEN

13.0 *Adjournment*

10:35 pm

At the May 17, 2016 Board Meeting, the 2016-17 Board of Education Meet Calendar was adopted. The next regular meeting of the Board of Education of the San Bernardino City Unified School District will be held on Tuesday, April 18, 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:

Affirmative Action Office
777 North F Street
San Bernardino, CA 92410
(909) 381-1122
(909) 381-1121 fax
Office Hours: Monday - 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: March 31, 2017

Board of Education Meeting
April 4, 2017

AGENDA 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

ABIGAIL MEDINA
Vice President

DR. BARBARA FLORES
Board Member

MICHAEL J. GALLO
Board Member

KRISTIAN BACARRO
Student Board Member



DR. MARGARET HILL
President

DALE MARSDEN, Ed.D.
Superintendent

ISABEL CHOLBI
Student Board Member

GWENDOLYN RODGERS
Board Member

DANNY TILLMAN
Board Member

SCOTT WYATT, Ed.D.
Board Member

DANIELLE QUEZADO
Student Board Member

April 4, 2017

Estimated Times

SESSION ONE

- 1.0** ***Reception*** **4:30 pm**
A reception will be held to honor the students and coaches from Indian Springs High School, San Geronio High School, and Cajon High School.

SESSION TWO

- 2.0** ***Opening*** **5:30 pm**
- 2.1** Call to Order
- 2.2** Pledge of Allegiance to the Flag
- 2.3** Adoption of Agenda

SESSION THREE

- 3.0** ***Special Presentation(s)*** **5:35 pm**
- 3.1** Special Recognition – Indian Springs High School Boys Soccer Team
(Prepared by Communications/Community Relations)

The Board of Education wishes to recognize the coaches and players on the Indian Springs High School Boys Soccer team on their recent CIF Division IV Championship. The championship is the first for the school's four-year-old varsity soccer program.

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

3.2 Special Recognition – San Gorgonio High School Varsity Football Team
(Prepared by Communications/Community Relations)

The Board of Education wishes to recognize the coaches and players on the San Gorgonio High School varsity football team on their recent CIF Southern Section Division 7 Championship.

3.3 Special Recognition – San Gorgonio High School Academic Decathlon Team
(Prepared by Communications/Community Relations)

The Board of Education wishes to recognize the coaches and student members of the San Gorgonio High School Academic Decathlon team, which finished in the top 10 in the San Bernardino County competition.

3.4 Special Recognition – Cajon High School Mock Trial Team
(Prepared by Communications/Community Relations)

The Board of Education also wishes to recognize the coaches and student members of the Cajon High School Mock Trial team, which earned second place in the San Bernardino County competition.

3.5 Joint Resolution for the San Bernardino Health, Wellness and Safety Collective Impact Initiative
(Prepared by Student Services)

WHEREAS, the JOINT RESOLUTION FOR THE SAN BERNARDINO HEALTH, WELLNESS AND SAFETY COLLECTIVE IMPACT INITIATIVE, a commitment to actively support and engage in a collective impact initiative to improve health, wellness and safety issues within the communities served by the San Bernardino City Unified School District; and

WHEREAS, the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT exists for the purpose of being the leading expert in human learning, and to ensure all students, cradle to career, develop the knowledge, skills, and proficiencies required for college, career, civic, and economic success by inspiring and engaging them in a system distinguished by high expectations for student and staff performance; vital partnerships with families, community, and employers; culturally proficient schools; learning experiences beyond traditional boundaries of where and when; and safe, respectful, and welcoming environments, and

WHEREAS, the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT recognizes the power of working collaboratively with government, education, law

enforcement, healthcare, business, labor, non-profit, faith-based, neighborhood, student and other service organizations to develop a strategic and shared agenda for improving conditions of health, wellness and safety in the communities served by the San Bernardino City Unified School District, and

WHEREAS, for the purpose of this initiative all agencies and organizations involved agree that HEALTH, WELLNESS, AND SAFETY are defined as

HEALTH: An optimal physical, mental, social-emotional and spiritual condition through which individuals are informed optimistic, active and loved; and communities are safe, productive places where individuals work interdependently for the welfare of all.

WELLNESS: A sense of hope, well-being and personal positive empowerment fostered in caring and giving environments where everyone has access to adequate housing, economic opportunities, and security in communities. Well communities are sensitive to diversity and instill pride by providing a sense of well-being to its members through healthcare, jobs and green spaces, and

SAFETY: An environment that exhibits and values a culture of security, mental and physical stability, order, positive affirmations and embraces diversity of all members; and

WHEREAS, the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT recognizes that HEALTH, WELLNESS, AND SAFETY challenges faced by people residing in and around the City of San Bernardino have an impact on their ability to thrive in our community; and

WHEREAS, the governing board of the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT believes that improvements are both possible and necessary, but will require sustained commitment to well-defined strategies of many interdependent organizations throughout the region.

THEREFORE, BE IT RESOLVED that the BOARD OF EDUCATION and the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT strongly supports a collective impact approach to improving conditions of HEALTH, WELLNESS, AND SAFETY within our region through alignment of policy, shared education, and collaborative actions.

BE IT FURTHER RESOLVED that the BOARD OF EDUCATION and the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT agrees to dedicate appropriate and available resources, which may be monetary or in kind, to support the success of this collective impact effort.

3.6 Resolution in Support of the San Bernardino County Vision2Read Footsteps2Brilliance Countywide Early Literacy Program
(Prepared by Communications/Community Relations)

WHEREAS the San Bernardino City Unified School District believes literacy has a direct and profound impact on several elements of a complete county, most especially jobs, the economy, education, public safety, and wellness; and

WHEREAS the Vision2Read literacy initiative is a key component in achieving the Countywide Vision's regional goal of partnering with all sectors of the community to support the success of every child from cradle to career; and

WHEREAS children who are not proficient readers by the end of third grade are four times more likely than proficient readers to leave school without a diploma; and

WHEREAS the San Bernardino City Unified School District applauds the partnership between the San Bernardino County Superintendent of Schools, San Bernardino County Preschool Services, First 5 San Bernardino, and Children's Fund as they bring Footsteps2Brilliance, a nationally recognized early learning platform that provides free access to early literacy activities in English and Spanish, to all families with children birth through pre-K who reside in San Bernardino County; and

WHEREAS Footsteps2Brilliance builds upon existing efforts to promote reading and literacy programs throughout the county and raise overall awareness of the importance of reading and literacy for the county's future; and

WHEREAS the Vision2Read effort, as a collective impact initiative, requires involvement from policy makers; government officials; educators, health care, public safety, business and labor professionals; community and faith-based leaders, and parents and families to successfully implement the Footsteps2Brilliance platform to improve the quality of life of residents countywide;

THEREFORE, BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District fully supports the Vision2Read initiative in implementing Footsteps2Brilliance to commence on April 19, 2017.

SESSION FOUR

4.0 Public Hearing(s)

6:15 pm

**4.1 Public Disclosure of Memorandum of Understanding (Collaboration Day Professional Development Program) Between the San Bernardino City Unified School District and the San Bernardino Teachers Association (SBTA)
(Prepared by Human Resources)**

On March 15, 2017, the San Bernardino Teachers Association (SBTA) approved the following Memorandum of Understanding that provides for Collaboration Day Professional Development Program.

**MEMORANDUM OF UNDERSTANDING
San Bernardino City Unified School District and
San Bernardino Teachers Association
March 15, 2017**

MOU-Collaboration Day Professional Development Program

This Memorandum of Understanding is made and entered into this 15th day of March, 2017, between the San Bernardino City Unified School District (hereinafter referred to as "District") and the San Bernardino Teachers Association, CTA/NEA (hereinafter referred to as "Association").

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

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

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

IT IS THEREFORE AGREED as follows:

- A. All District schools shall participate in a Collaboration Day Professional Development Program.

Adult Education, San Andreas, Sierra, Anderson, Harmon, Community Day School,

Board of Education Meeting
April 4, 2017

Middle College High School, and district preschools shall be exempt from the modified day portion of this MOU. The above-mentioned exempt schools shall comply with sections D-J.

Collaboration days shall not be scheduled during those weeks when a District minimum day is scheduled or when the first student report day in a school year occurs on a Collaboration Day.

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

1. Development and implementation of the Single Plan for Student Achievement (SPSA);
2. Analysis of student achievement data to inform and improve instruction; and
3. Integration of professional development concepts into the instructional and/or school program including, but not limited to: Rigorous Curriculum Design, planning and implementation of Common Core State Standards, integration of technology as required by State Standards, and the impact of the Local Control Accountability Plan and the Community Engagement Plan.
 - A. This time shall not be used as individual conference/preparation time and the time shall not exceed ninety (90) minutes for the elementary level and ninety (90) minutes for the secondary level. At the elementary level, time in the workday beyond the maximum minutes established herein shall be available to the unit members to apply and/or extend the concepts covered during current and/or prior collaboration day activities at the discretion of the Professional Development Team.
 - B. Addendum A shall reflect the work day for unit members and the student instruction day for regular work days, collaboration days, minimum days, and exam days. The contractual minutes per week shall not exceed the number of contractual minutes worked in a regular work week. This excludes any adjunctive duties assigned to staff.
 - C. The District will agree to require no more than one (1) mandatory after school meeting per month outside the regular work day. For Community Day School, the District will agree to require no more than one (1) mandatory after school meeting per week outside the regular work day.
 - D. Each school shall develop a Professional Development Team (PDT) for the purpose of collaboratively planning the professional activities for the Collaboration Day Professional Development Program.

- E. All certificated staff will be invited to participate on the Professional Development Team. The PDT shall not exceed fifteen (15) unit members for elementary and middle school, and twenty-five (25) unit members for the high schools, and shall include the principal or his/her administrative designee, at least one (1) member of the Leadership Team, and at least one (1) SBTA site representative chosen by the SBTA membership at the site. The site administrator(s) shall not be included in the maximum count. The PDT shall be identified for the academic year and the names shall be published for all unit members at the site. The SBTA site representative shall submit the PDT team's roster to the Association within the first thirty (30) days of the new academic year.
- F. The PDT shall meet regularly during the year but not less than quarterly. Minutes of the PDT meetings shall be kept on file. The first meeting of the PDT for each academic year shall be scheduled within the first thirty (30) days of the new year as established in Section E above.
- G. The PDT shall develop and communicate a year-long professional development plan which is understood to be a work in progress. Modifications to the professional development plan will be made by the PDT, as needed, during the year and communicated to the staff as a whole in a timely manner. Staff will have the opportunity to provide feedback to the PDT.
- H. The District and the Association shall develop and implement a yearly feedback mechanism to allow staff to evaluate the Collaboration Day Professional Development Program at their sites, to be completed no later than the end of the school year. The District and Association shall work collaboratively with school sites to address issues and/or needs identified in the feedback provided. The Association and the District agree to provide joint training and follow up support, as needed, for the Professional Development Teams based on the results of the feedback process and on effective team practices.
- I. A school's professional development plan shall be submitted to the Association upon request.
- J. Participation in the PDT is voluntary and time spent planning outside of the workday is non-compensable time.
- K. Principals and half-day (afternoon) kindergarten teachers are encouraged to work together to facilitate their participation in the modified day schedule.
- L. This Memorandum of Understanding shall remain in effect for two (2) school years effective July 1, 2017. Should a problem or conflict arise as a result of this language

the parties shall meet to resolve the issues.

Dated this 15th day of March, 2017, at San Bernardino, California.

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

Elementary Schools (including Carmack)			
	Regular Day	Collaboration Day	Minimum Day
Students	8:50* - 3:30 p.m.	8:50* - 1:00 p.m.	8:50* - 1:00 p.m.
Teachers**	8:25 - 3:45 p.m.	8:25 - 3:45 p.m.	8:25 - 1:15 p.m.
Staff assigned to a.m. duty shall report twenty (20) minutes prior to the beginning of the regular first class or period.			
Regular days shall include two (2) ten-minute recesses (a.m. and p.m.). Schools may elect to incorporate one (1) twenty-minute recess with a majority vote by the bargaining members at the school site. Minimum and Collaboration days will include a thirty-minute lunch and one (1) ten-minute recess (a.m.).			
*Classes begin 8:50 a.m.			
**Includes Kindergarten and Transitional Kindergarten teachers			

Middle Schools (including Rodriguez PREP Academy and Paakuma' School)			
	Regular Day	Collaboration Day	Minimum Day
Students	7:40 - 2:11 p.m.	9:45 - 2:35 p.m.	7:40 - 12:10 p.m.
Teachers	7:30 - 2:35 p.m.	7:50 - 2:55 p.m.	7:35 - 12:30 p.m.
Staff assigned to a.m. duty shall report twenty (20) minutes prior to the beginning of the regular first class or period. Staff assigned to p.m. duty shall remain at duty fifteen (15) minutes after the end of the last class period.			

Comprehensive High Schools				
	Regular Day	Collaboration Day	Minimum Day	Exam Day
Students	7:30 - 2:35 p.m.	9:45 - 2:50 p.m.	7:30 - 12:35 p.m.	7:30 - 12:15 p.m.
Teachers	7:25 - 2:55 p.m.	7:40 - 3:15 p.m.	7:25 - 1:05 p.m.	7:25 - 12:45 p.m.

Anderson School	
	Regular Day
Students	7:45 - 1:45 p.m.
Teachers	7:25 - 2:15 p.m.

Community Day School	
	Regular Day
Students (Elementary)	8:40 - 3:20 p.m.
Teachers (Elementary)	8:20 - 3:35 p.m.
Students (Secondary)	8:30 - 3:10 p.m.
Teachers (Secondary)	8:10 - 3:25 p.m.

Addendum B
Collaboration Day Best Practices

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

Conduct Public Hearing

It is recommended that the following resolution be adopted:

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

- 4.2 Public Disclosure of Memorandum of Understanding (Kindergarten Workload) Between the San Bernardino City Unified School District and the San Bernardino Teachers Association (SBTA)
(Prepared by Human Resources)

On March 15, 2017, the San Bernardino Teachers Association (SBTA) approved the following Memorandum of Understanding (Kindergarten Workload) that provides clarification on workload of kindergarten teachers.

MEMORANDUM OF UNDERSTANDING
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT AND
SAN BERNARDINO TEACHERS ASSOCIATION
March 15, 2017
Kindergarten Workload

This Memorandum of Understanding is made and entered into this 15th day of March 2017, between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereinafter referred to as “District”) and the SAN BERNARDINO TEACHERS ASSOCIATION, CTA/NEA (hereinafter referred to as “Association”).

IT IS HEREBY AGREED as follows:

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

This Memorandum of Understanding shall be effective upon ratification through June 30, 2019.

Dated this 15th day of March 2017, at San Bernardino, California

Conduct Public Hearing

It is recommended that the following resolution be adopted:

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

4.3 Public Disclosure of Memorandum of Understanding Between the San Bernardino City Unified School District and the San Bernardino Teachers Association (SBTA) – PAR (Peer Assistance and Review)
(Prepared by Human Resources)

On March 15, 2017, SBTA ratified the following Memorandum of Understanding that provides for the renewal of the terms of the current PAR (Peer Assistance and Review) Program.

MEMORANDUM OF UNDERSTANDING
San Bernardino City Unified School District and
San Bernardino Teachers Association
March 15, 2017
MOU-PAR (Peer Assistance and Review) Program

This Memorandum of Understanding is made and entered into this 15th day of March, 2017, between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the SAN BERNARDINO TEACHERS ASSOCIATION, CTA/NEA (hereinafter referred to as "Association").

WHEREAS, the State of California has enacted California Peer Assistance and Review for Teachers (hereinafter referred to as "PAR" or "Program"; and

WHEREAS, the Association and the District have met and negotiated in good faith as required by law; and

WHEREAS, the Association and the District have reached agreement on the implementation of PAR;

IT IS HEREBY AGREED as follows:

SECTION I-PAR JOINT PANEL

PAR shall be administered by a Joint Panel, which shall consist of seven (7) members, three (3) of whom shall be selected by the Superintendent or the Superintendent's designee, and four (4) of whom shall be selected by a process conducted by the Association. Teacher members shall meet the minimum qualifications of a consulting teacher as set forth in Section II (B) of this Memorandum of Understanding. The Joint Panel shall be chaired in the first year by a classroom teacher and in the following year by a member selected by the District. The chair shall thereafter rotate each school year between teacher and District members. Teacher members of the Joint Panel shall each receive release time to attend Joint Panel meetings, make required classroom

observations, and perform other duties required of Joint Panel members. District Joint Panel members and all subsequent teacher members shall serve for three (3) years.

The Joint Panel shall meet at times as they shall determine. When Joint Panel members, selected by a process conducted by the Association, attend meetings scheduled after the completion of their regular workday or work year, they shall be compensated at the appropriate hourly rate of pay set forth in Article XI, Section 7, of the Collective Bargaining Agreement (CBA).

The Joint Panel shall be assisted by an administrator assigned by the District, who will discharge the District's obligations as an employer and provide other support as the Joint Panel may require. The Joint Panel may appoint and assign duties to a lead consulting teacher. The administrator and the lead consulting teacher, if any, shall work collaboratively together to support the Program. The District shall provide clerical support to the Joint Panel, the assigned administrator, and lead consulting teacher, if any. The cost of the Joint Panel, consulting teachers, lead consulting teacher, and that portion of the support staff's time that is directly involved with the Joint Panel and the PAR Program shall be an expense charged against the PAR budget.

The Joint Panel will make all decisions through consensus. Failing consensus, official actions of the Joint Panel will be made by majority vote. Five (5) of the seven (7) Joint Panel members will constitute a quorum for purposes of meetings and conducting business.

The responsibilities of the Joint Panel shall include the following:

Establishing operating rules and procedures for the Joint Panel;

Selecting consulting teachers;

Ensuring that no more than one third of consulting teachers rotate off in any given school year;

Meeting with consulting teachers;

Reviewing reports prepared by consulting teachers;

Making recommendations to the Superintendent for transmittal to the governing board of the District concerning participating teachers, including forwarding the names of participants to the governing board prior to May 15 of each school year, who after sustained assistance are not able to demonstrate satisfactory improvement;

Preparing an annual review of the impact of the PAR Program, including recommendations for improvement;

Preparing written guidelines for consulting teachers and their activities;

Reviewing the performance of consulting teachers;

Developing an annual budget proposal for the PAR Program, subject to Board approval;

Participating in training needed to discharge obligations of Joint Panel; and

Ensuring the orientation of consulting teachers prior to working with participating teachers;

SECTION II -CONSULTING TEACHERS

The Joint Panel shall appoint consulting teachers.

Consulting teachers shall have the following minimum qualifications:

Possess a Clear California Teaching Credential.

1. A permanent teacher of the District with at least five (5) active years of exemplary teaching experience including three (3) consecutive years in this District.
 3. Demonstrate exemplary teaching ability as indicated by, among other things, effective oral and written communication skills, extensive subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts including effective classroom management.
 4. Demonstrate ability to work cooperatively and effectively with others.
 5. Demonstrate leadership ability.
- B. Teachers may apply for a consulting teaching position on a form prepared by Human Resources and approved by the Joint Panel. Notice of an opening based upon the expiration of the term of another consulting teacher, shall be posted as provided for in Article XIX, Section 2, of the Collective Bargaining Agreement.
1. When a vacancy is created due to the need for additional or replacement consulting teachers and the Joint Panel determines that further applications are desired, the notice shall be posted as soon as practical. Applicants shall submit at least three (3) references from individuals with direct knowledge of the applicant's ability in both teaching and working effectively with others. At least one (1) letter shall be from the applicant's immediate supervisor and one (1) from a District teacher and/or Association representative. Applications shall be screened by Human Resources to ensure applicants meet minimum qualifications. The Joint Panel shall select for interview based on a review of the candidate's application, including required letters of reference. Part of

the interview process shall include the classroom observation of each candidate at least once by at least two (2) Joint Panel members (one administrator and one classroom teacher).

2. Subject to the approval of the Joint Panel, current full-time BTSA support providers that meet the minimum qualifications for a consulting teacher may be appointed as consulting teachers.
- D. The term for a consulting teacher shall expire upon the completion of the third school year following the initial appointment by the Joint Panel. Consulting teachers are eligible to apply for a second three (3) year term, not to exceed two terms of service. Based on the needs of the program, the Joint Panel may extend the consulting teachers' term of service beyond two (2) terms.

Consulting teachers shall provide assistance to participating teachers in the area of subject matter knowledge, teaching strategies, teaching methods and classroom management.

1. This assistance shall be determined by the Joint Panel and the principal or designated evaluator and may include, but is not limited to, the following activities:
2. Meet with the participating teacher's evaluator as needed to determine the nature of assistance to the participating teacher;
3. Develop a Plan for Improvement for participating teachers;
4. Provide consultative assistance to improve in the specific areas targeted by the participating teacher's evaluator;
5. Conduct multiple observations of the participating teacher and give timely instructive feedback;
6. Conduct model lessons and other staff development activities;
7. Recommend and/or secure resources for the participating teacher;
8. Document observations, visitations, and inservice activities as prescribed by the Joint Panel (and maintain required records);
9. Monitor progress of assigned participating teachers;
10. Submit reports and other records as prescribed by the Joint Panel;

11. Meet with and/or give oral reports to the Joint Panel; and
 12. Attend inservice training.
- E. A consulting teacher may request a change in assigned participating teacher(s). The decision of the Joint Panel shall be final.
- F. The Joint Panel may remove a consulting teacher from the position at any time because of the specific needs of the Program, inadequate performance of the consulting teacher, or for cause.

SECTION III- WAGES, HOURS, AND WORKING CONDITIONS FOR CONSULTING TEACHERS

- A. Full-time consulting teachers shall work forty (40) hours per week, exclusive of lunch, as scheduled by the Joint Panel. Full-time consulting teachers shall be placed on Appendix "A" of the CBA plus five percent (5%) as set forth in Article XIV, Section 2 (H) of the CBA. Consulting teachers appointed to an hourly assignment shall be paid the hourly rate of pay set forth in Article XI, Section 7 (C) of the Collective Bargaining Agreement.
- B. The work year for full-time consulting teachers shall be two hundred twelve (212) days. The annual work schedule shall be approved by the Joint Panel.
- C. Consulting teacher job-share assignments shall be governed by Article XIV, Section 9 of the CBA.
- D. The maximum caseload of consulting teachers shall be:
- 15:1 Full-Time Assignment on Single Track or Standard Year
 - 7:1 Half-Time Assignment on Single Track or Standard Year
 - 2:1 Hourly Assignment (up to 4:1 with approval of the consulting teacher)
- E. When a consulting teacher's term expires, he/she may be returned to his/her previous school if there is a vacant position for which he/she meets the qualifications.

SECTION IV- PROGRAM REFERRAL AND PARTICIPATION

- A. Teachers are referred to the Program as a result of performance problems identified in their most recent evaluation as follows:
2. Receiving an overall "Unsatisfactory" performance rating based all or in part on "Unsatisfactory" ratings in the California Standards for the Teaching Profession

(CSTP) for mandatory participation.

3. Receiving an overall "Improvement Needed" performance rating based on areas of the CSTP will have the option to self-refer. The Joint Panel must approve application to participate.
- B. Other teachers participate in the Program as follows:
1. Teachers seeking assistance in improving their teaching skills may apply to the Joint Panel for inclusion.
 2. Short-Term Staff Permit (STSP) and Provisional Internship Permit (PIP) credentialed teachers shall receive support from a consulting teacher(s) to the extent funds are available.
- C. As soon as practicable after mandatory referral to the Program, the participating teacher shall be assigned a consulting teacher. The consulting teacher shall then arrange a meeting to be attended by the consulting teacher, the evaluator of the participating teacher, and the participating teacher. The employee's performance shall be discussed, as well as strategies for correction of teaching deficiencies in related areas of the CSTP. Based on these discussions, and classroom observations of the participating teacher, the consulting teacher shall prepare a plan to assist the participating teacher in the correction of teaching deficiencies identified by the supervising administrator.
- D. A participating teacher may request a change in assigned consulting teacher. The decision of the Joint Panel shall be final.
- E. The consulting teacher shall then prepare Progress Reports for the Joint Panel in intervals as determined by the Joint Panel. The consulting teacher may appear before the Joint Panel on a regular basis as determined by the Joint Panel to discuss the progress of the participating teacher. The written Progress Reports shall be on forms approved by the Joint Panel and shall, at a minimum, include an assessment as to whether the participating teacher is demonstrating satisfactory improvement and whether continued assistance is necessary. The consulting teacher shall monitor the progress of the participating teacher and make classroom visits as determined by the Joint Panel and provide guidance as needed to improve in identified areas of the CSTP.
- F. For teachers who have been referred to the program in accordance with Section IV, A1, the consulting teacher shall prepare a Final Report by May 1, which shall detail, among other things, whether the participating teacher has demonstrated satisfactory improvement in the areas targeted by the Individual Support Plan. All Progress Reports and the Final Report shall be placed in the personnel file of the participating teacher. The participating teacher shall have the right to reply to all Progress Reports as well as

the Final Report, and the written reply shall be appended to the Report. The information obtained through participating in this Program may be used by the District in any personnel decisions or proceedings regarding the participating teacher.

- G. It is anticipated that a participating teacher shall stay in the Program for no more than twelve (12) months. However, participating teachers may, under special circumstances, remain in the Program for a total of twenty-four (24) months upon a majority vote of the Joint Panel.
- I. Teachers, who self-refer to the Program, shall not have any documentation issued as a result of their participation placed in their personnel files. The Progress Reports and other documents shall be maintained by the Joint Panel.
- J. Documents generated by consulting teachers and Joint Panel members regarding specific participating teachers as part of the assistance process set forth in this Memorandum of Understanding, shall be deemed personnel records and shall remain confidential to the extent required by the law.

SECTION V- EFFECT OF AGREEMENT

- A. The provisions of the Program may be revised by the mutual consent of the District and the Association.
- B. This Memorandum of Understanding shall be in compliance with the Education Code requirements governing PAR.
- C. This Program and the District's evaluation functions shall operate independently of each other; however, a cooperative relationship between the principal and the consulting teacher is encouraged with respect to the process of Peer Assistance and Review. Nothing within this agreement or within the Program shall prohibit or limit the District and governing board from exercising its legal or contractual rights regardless of the participation of a teacher within the Program. Such rights include, but are not limited to, the issuance of a notice of unsatisfactory performance, issuance of a notice of intention to dismiss from employment, involuntary transfer, involuntary reassignment, demotion, promotion and evaluation independent of the Program. Decisions and actions within the Program are not binding on the District or the governing board.
- D. The actions of the Joint Panel are not subject to the grievance procedures contained within the Collective Bargaining Agreement between these Parties, nor to any grievance procedure contained within the Board Policies or District Regulations.

It is understood that cooperation and coordination between PAR and BTSA is essential. Designated representatives of the Joint Panel and BTSA shall meet on a regular basis to ensure that the programs are coordinated, including, but not limited to, sharing of staff, funding and other resources; prevention of duplication of services and efforts; and division of program participants. For purposes of coordination, the Joint Panel may make non-binding recommendations to the District's BTSA Program on training and development of new teachers.

- E. Expenditures for the Program shall not exceed funds made available by the state of California for the support of the California Peer Assistance and Review for Teachers. The Program shall be contingent upon continuation of state funding.
- F. This Memorandum of Understanding shall become effective June 2, 2017, and will expire on June 30, 2019.

Dated this 15th day of March 2017, at San Bernardino, California.

Conduct Public Hearing

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves the Memorandum of Understanding (Peer Assistance and Review Program) between the San Bernardino Teachers Association and the San Bernardino City Unified School District.

- 4.4 Public Disclosure of Memorandum of Understanding (Speech Language Pathologists) Between the San Bernardino City Unified School District and San Bernardino Teachers Association
(Prepared by Human Resources)

On March 15, 2017, the San Bernardino Teachers Association (SBTA) Speech Language Pathologist membership ratified the following Memorandum of Understanding (MOU) regarding Speech Language Pathologists. In addition, the MOU was submitted to the San Bernardino County Superintendent of Schools for review. During this review, the County Superintendent of Schools determines the impact of the tentative amendment(s) to the collective bargaining agreement(s) on the District's budget, ending balance, and general fund reserves. The summary of the proposed Memorandum of Understanding (MOU) with the SBTA bargaining unit, setting forth the financial impact of the MOU, is included in the Board agenda for the Board's review and to make them available to the interested public.

**Memorandum of Understanding
San Bernardino City Unified School District
and San Bernardino Teachers Association
March 15, 2017
Speech Language Pathologists**

This Memorandum of Understanding is made and entered into this 15th day of March, 2017, between the San Bernardino City Unified School District (herein after referred to as “District”) and the San Bernardino Teachers Association, SBTA (herein after referred to as “Association”).

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

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

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

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

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

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

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

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

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

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

Board of Education Meeting
April 4, 2017

3. Continuing fully credentialed, full-time SLPs shall be paid a Stay-Put bonus of \$5,000 payable in full on October 1 of the school year. Continuing fully credentialed, part-time SLPs shall be paid a prorated share of the \$5,000 Stay-Put Bonus.
4. Fully credentialed, full-time SLPs shall be paid \$1,000 per year for license-required classes/seminars, license renewal fees for the state Speech Language Pathologist license, and/or the Certification of Clinical Competency license. This payment is conditioned on the supervisor's verification that Medi-Cal billing has been completed and will be paid by the end of the each school year. Fully credentialed, part-time SLPs shall be paid a prorated share of the \$1,000 per year by the end of the each school year.
5. The District shall continue to seek interns that can work under SLP supervision. Interns will reduce caseload averaging. Supervising SLPs will receive a stipend of \$500 per semester.
6. On a temporary basis, the District may, contract external services with the following provisions:
 - a) The District will make every effort to minimize the cost of contracted SLPs services.
 - b) Contracted services will be reduced upon the hiring of SLPs up until the time that the District has hired the sufficient number of SLPs needed to provide all SLP services to students.
 - c) The District shall provide to the Association, by the 10th of each month, information regarding contracted services, including but not limited to, dates of initiation/termination, number of people providing services, number of hours provided by each provider, number of caseloads assigned to each provider, and amount of payment for services.
 - d) Contracted services will relieve the caseloads of SLPs in an equitable manner, whereby contracted SLPs caseloads are reasonably equitable with District SLPs.
7. By November 1, of each school year, the caseload averages for SLPs on a 179-day work year shall not exceed 55 and for SLPs on a 207-day work-year the caseload averages shall not exceed 65. For part-time SLPs, SBTA and the District will work together to monitor caseloads.

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

This MOU will be effective July 1, 2017 and will expire on June 30, 2019.

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

Conduct Public Hearing

It is recommended that the following resolution be adopted:

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

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

(Prepared by Human Resources)

On March 15, 2017, the San Bernardino Teachers Association (SBTA) approved the following Memorandum of Understanding (Transitional Kindergarten) that provides clarification on elements of the Transitional Kindergarten program that have potential impact on Transitional Kindergarten teachers.

**MEMORANDUM OF UNDERSTANDING
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT AND
SAN BERNARDINO TEACHERS ASSOCIATION
March 15, 2017
Transitional Kindergarten**

This Memorandum of Understanding is made and entered into this 15th day of March 2017, between the San Bernardino City Unified School District (herein after referred to as “District”) and the San Bernardino Teachers Association (hereinafter referred to as “Association”).

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

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

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

1. Teachers assigned to the Transitional Kindergarten (TK) program will be SBTA unit members and fall under the “Classroom Teacher” element of Article 1 – Recognition of the Collective Bargaining Agreement (CBA). As such, all provisions within the current CBA will apply to teachers in this program.

2. Base Salary for Transitional Kindergarten teachers will be based on Appendix A of the Collective Bargaining Agreement and will be governed by Appendix B.
3. Pay for extra duty (i.e. tutoring, professional development, etc.) assignments will be prescribed by Article XI – Wages, Section 7.
4. Work hours for Transitional Kindergarten teachers will be equivalent to those of other Half-Day Kindergarten teachers. Instructional minutes will be equivalent to those of the regular kindergarten (not full day) program.
5. Class size for Transitional Kindergarten classes shall be twenty (20) to one (1).
6. Single session Transitional Kindergarten teachers may be assigned for no more than ninety (90) minutes per day, to provide assistance with the following ordered priorities:
 - a. Other Transitional Kindergarten teachers on campus
 - b. Other lower grade students (grades K-3)
 - c. Learning Center or other instructional interventions
 - d. Support for upper grade students (grade 4-6)
7. Transitional Kindergarten teachers will be evaluated by the adopted evaluation procedures set forth in the Collective Bargaining Agreement for classroom teachers.
8. All other elements of Article XIX – Transfers, Section 3 – Voluntary Transfers and district transfers procedures shall apply. If more classrooms are opened after the transfer window closes and/or during the school year, SBTA members shall be afforded the right to submit a Transfer request for the open TK position.
9. SBTA unit members teaching TK shall have the rights all Kindergarten teachers have as established in the Kindergarten MOU and the Collective Bargaining Agreement.

This MOU will be effective July 1, 2017 and will expire on June 30, 2019.

Conduct Public Hearing

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves the Memorandum of Understanding between the San Bernardino Teachers Association and the San Bernardino City Unified School District – Transitional Kindergarten – 2017-2018 and 2018-2019 School Years.

4.6 Public Disclosure of the Tentative Agreement (Article I – Recognition, Article IV – Association Rights, Article VI – Wages, Article VII – Benefits, Article VIII – Retiree Health Benefits, Article IX – Hours, Article XI – Employee Evaluation Procedures, Article XIII – Transfer, Article XIV – Leaves, Article XV – Reimbursement, Expenses & Materials, Article XVIII – Grievance Procedure and Article XXIV – Term of Agreement) Between the San Bernardino City Unified School District and California School Employees Association

(Prepared by Human Resources)

On February 28, 2017, the District and the California School Employees Association (CSEA) agreed to the following Tentative 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 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 (CSEA), 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 March 14, 2017, CSEA ratified the proposed Tentative Agreement to the collective bargaining agreement.

**TENTATIVE AGREEMENT
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

This tentative agreement is made and entered into this 28th day of February 2017 between the San Bernardino City Unified School District (hereinafter referred to as “District”) and the California School Employees Association (CSEA), (hereinafter referred to as “Union”).

All terms and conditions of the current Collective Bargaining Agreement shall remain in full force and effect upon Union ratification and Board approval through 30th day of June 2019 with the following exceptions:

ARTICLE I - RECOGNITION

Section 2--Exclusions.

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

ARTICLE IV – ASSOCIATION RIGHTS

Section 2--Communication.

Authorized Association representatives shall have the right to reasonable use of District's email system, school mailboxes, including the use of the District Pony system, and official Association bulletin boards without charge., ~~provided that all postings for bulletin boards or items for school mailboxes contain the name of the person and organization responsible for its promulgation.~~ Any communication to be distributed or posted pursuant to this section must involve official CSEA business only. It also must be dated, bear the name of the Association and identify the person responsible for its promulgation. In the event CSEA does not identify a specific individual for receipt of such material, the material shall be placed in an area frequented by union members, in order to provide official CSEA communications to classified employees in the District. CSEA assumes full legal responsibility for the content of its communications and its use of school and/or District Office mailboxes, District email system, and bulletin boards.

Section 5--Distribution of Agreement.

The District shall maintain this Agreement on the District's web site, in order to provide access to all employees. In addition, the District shall provide to the Association 2,000 ~~1,500~~ copies of this Agreement for appropriate distribution by the Association. The Association shall be responsible for additional copies at the prevailing District rate. The Association assumes all responsibility for distribution of the agreement to new and current classified employees.

Section 6--Full Release President.

- A. ~~Either the~~ The CSEA Chapter 183 ~~President of the Association or the Executive Board~~ Designee shall be granted a leave of absence for Association business. The requirement to pay the cost of such release/leave of absence shall be borne by the Association and shall be deemed to have been satisfied by a credit to the District of the equivalent of a 0.06% increase on the CSEA bargaining unit salary schedule. The date for full release shall be effective upon ratification by both parties for the 2005-06 school year.
- C. The CSEA Chapter 183 president may elect to designate up to 15 full release days per month to other unit members. Any days designated under this section shall be drawn against the CSEA Chapter President full release.
- D. The number of days designated under this section (up to 15 per month) may be accumulated from month to month but must be used in the calendar year in which they are accumulated.
- E. CSEA shall notify the District in writing the name and classification of the bargaining unit member (s) to be released under section C and D above not less than ten (10) days prior to the effective date of release under section C and D above.
- ~~FC.~~ The release of either the President or designee will be without loss of compensation,

benefits, rights, or seniority that the President/designee would have received or be entitled to but for the release time. The bargaining unit member shall continue to receive any salary increase he/she would have received but for the release time and any other increase(s) in salary and/or benefits associated with his/her employment classification. The District shall provide the released unit member with eight (8) hours fully burdened pay per day and twelve (12) months per year.

- GD.** Upon return to full employment with the District the President/designee shall be:
1. First, entitled to his/her last position if available.
 2. Second, if above not available may choose from a like position (hours & months) of which he/she left.
 3. Third, should one and two not be available be placed into an available position of his/her choice for which he/she obtained permanency.

In the event of a reduction in force having taken place affecting his/her employment status or none of the placement options noted above be available, the applicable terms of this agreement and Education Code provisions will be applied to ensure the President's/designee's placement rights.

Section 7--Association Leave.

- ~~B. Individual unit members may not use more than twelve (12) Association Leave days per school year. Elected Association Officers shall be exempt from this twelve (12) day limit.~~
- F. The District shall release with pay up to ~~three (3)~~ **six (6)** duly elected CSEA member delegates to take a maximum of five (5) days if necessary to attend the annual CSEA State Conference. The total number of unit members to be released for this purpose shall not exceed ten (10). **All conference delegates, including state appointed positions, shall have uncompensated release time to attend CSEA's annual state conference.**
- J. The Association shall reimburse the District for all Association business release time that has been taken under subsection 7 **as required.**, ~~A, D and F with the exception of three (3) **six (6)** delegates that are released with pay by the District.~~

Section 8--New Employee Orientation.

The District agrees that as long as it conducts a centralized new employee orientation meeting the Association chapter president or designee will be allowed up to thirty (30) minutes to present to new employees information **about the benefits of joining CSEA, including but not** limited to the enrollment process, classified employees representational rights, CSEA's member benefits, CSEA's website, notifications and invitations to chapter meetings, the Association contract information, dues information, and to respond to questions related to these areas. If the District believes that the terms of this section have been violated, the Association agrees to discontinue involvement in New Employee Orientation until resolution of the grievance. A grievance filed by the Association addressing this action will be expedited by both parties.

Section 9—Release Time for Night-Shift Workers for Monthly CSEA Meetings.

Subject to prior notification to his or her immediate supervisor, eight (8) night-shift bargaining unit workers shall be afforded one hour of release time on a rotating basis to attend CSEA general membership meetings or CSEA ratification meetings, as applicable, without loss of compensation, and without use of the employee's personal sick leave or vacation leave. ~~Night-shift employees may combine the release time for monthly CSEA meetings with his/her lunch time on the day of the CSEA meeting.~~

ARTICLE VI – WAGES

Section 1--Regular Rate of Pay.

The regular rate of pay for each position in the bargaining units shall be as set forth for each class in the salary schedule attached as Appendices "A" and "B" and, by this reference, incorporated as a part of this Agreement. Regular rate of pay shall also include longevity increments as set forth in Section 2.

Upon Board approval, the classified salary schedule shall be increased by 4.5%. Effective July 1, 2016.

In the spirit of collaboration, CSEA and the District agree to continue to work together to resolve the outstanding Unfair Labor Practice charge No. LA-CE-6158-E. Both parties agree to act timely, and in good faith, to reach a settlement of the ULP.

Section 2--Longevity Increments.

The District shall pay longevity increments effective as of the unit member's regular increment date as follows:

- A. Unit members who have completed ten (10) years of service shall receive a **two and** one-half **percent** ~~($\frac{1}{2}$) range (approximately 2.5%)~~ increase over base salary, effective upon the unit member's eleventh (11th) anniversary.
- B. Unit members who have completed fifteen (15) years of service shall receive a **two and** one-half **percent** ~~($\frac{1}{2}$) range (approximately 2.5%)~~ increase **in addition to that listed in section "A" above** over base salary, effective upon the unit member's sixteenth (16th) anniversary.
- C. Unit members who have completed twenty (20) years of service shall receive a **two and** one-half ~~($\frac{1}{2}$) range (approximately 2.5 %)~~ increase **in addition to that listed in sections "A" and "B" above** over base salary, effective upon the unit member's twenty-first (21st) anniversary.
- D. Unit members who have completed twenty-five (25) years of service shall receive a **two and** one-half ~~($\frac{1}{2}$) range (approximately 2.5 %)~~ increase **in addition to that listed in**

sections "A", "B" and "C" above over base salary, effective upon the unit member's twenty-sixth (26th) anniversary.

- E. Unit members who have completed thirty (30) years of service shall receive a **two and one-half (½) range (approximately 2.5 %)** increase **in addition to that listed in sections "A", "B", "C" and "D" above** over base salary, effective upon the unit member's thirty-first (31st) anniversary.

Section 3--Application of Salary Schedule.

Initial placement and movement on the salary schedule shall be as provided below:

- M. All full-time classified unit members shall be paid on the fifteenth (15th) and the last working day of the month for all work performed during that pay period.**
- N. Effective July 1, 2017, all part-time classified unit members shall be paid on the first (1st) day of the month for all work performed during the prior pay period.**

Section 4--Denial of Step Increases.

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

Section 4 5--Bilingual Differential.

A full-time unit member who is responsible for conversing with people in a language other than English and performs this duty on a regular basis, and whose use of this language is of significant benefit to the operations of the District, shall receive a differential, ~~effective July 1, 1998, the differential shall be **of** fifty (\$50.00) one hundred (\$100.00)~~ per month. The differential is subject to the following conditions:

Section 5 6--Differential Pay.

- D. Any bargaining unit member who has a regularly scheduled shift end time of 9 p.m. or later shall receive a shift differential of ~~one percent (1%)~~ **two percent (2%)** for their entire shift.

ARTICLE VII – BENEFITS

Section 3--Administration.

The District **and CSEA shall negotiate any proposed change to** reserves the sole right to

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

Section 5 --Insurance Committee.

The Association shall have two (2) CSEA appointed positions on the District Insurance Committee, which shall represent one-fourth (1/4) of the voting membership. The Committee will review claims experience and the administration of the group insurance programs with the objective to contain insurance costs. The Committee may investigate alternative insurance benefits and programs, including insurance cost containment. The Committee shall have the authority to make recommendations to the Association and the Board of Education for the purpose of cost containment. Recommendations made by the Insurance Committee shall be made by consensus. Failure to reach consensus will result in a three-fourths (3/4) vote of the total membership of the Committee. At least one (1) member of each constituent group must vote on the prevailing side in order to move forward with a Committee recommendation. ~~Failure to reach an agreement will result in resolution through negotiations with the Association.~~

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.

ARTICLE IX—HOURS

Section 1—Workday.

The regular workday for full-time unit members shall consist of eight (8) duty hours, exclusive of lunch. The District has the right to extend the regular workday as it deems necessary to carry out the District's business. The District has the right to establish the regular daily work hours for unit members. ~~Any permanent change in a unit member's regular daily work schedule shall be based on the business needs of the District and shall not be arbitrary or capricious.~~

The District may establish an eight (8) hour, five (5) day; ten (10) hour, or four (4) day (4/10) workweek schedule. The regular workday for full-time unit members shall consist of an eight (8) hour, five (5) day; or ten (10) hour, four (4) day (4/10) work schedule and shall be inclusive of lunch.

The District shall notify the Association of any proposed permanent changes, **in workday hours** least ten (10) business days prior to the effective date. The Association may notify the District of their intent to negotiate the proposed change within ~~five (5)~~ **ten**

(10) business days of request. Absent a demand to negotiate, the District will proceed with the change of the regular daily work schedule.

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

Section 2--Workweek.

The regular workweek shall consist of forty (40) hours during a period of not more than five (5) consecutive days. **The District has the right to implement an Alternative workweek. Said workweek shall be based on an average of forty (40) hours a week.** The District retains the right to extend the regular workweek. Any change shall be based on the business needs of the District, and shall not be arbitrary and capricious. **The District shall notify CSEA of any proposed Alternative workweek in writing. The Association may notify the District of their intent to negotiate the proposed change within ten (10) business days of request. Absent a demand to negotiate, the District will proceed with the change of the work week schedule.**

Section 5--Overtime/Compensatory Time.

- B. Compensatory Time: ~~In lieu of overtime pay, a~~ **A** unit member **may choose compensatory time in lieu of overtime, shall** and the District may agree to ~~be granted the unit member compensatory time at the rate of one and one-half (1½) hours for each overtime hour worked~~ **upon the request of the unit member.** The unit member may accumulate compensatory time not to exceed ~~twenty (20)~~ **forty (40)** hours. Compensatory time shall be used within ~~the work~~ **one (1) year in from** which it was earned. Any compensatory time not used ~~as of June 30~~ **within the one (1) year timeframe** shall be paid out as overtime. Compensatory time shall be used during periods, which do not impair the operation of the District, as determined by the District. Earned hours of compensatory time shall be recorded. A report shall be supplied to the unit member upon request **monthly.**

Section 7--Required Overtime.

The District reserves the right to require any unit member to work overtime, except that a unit member may not be required to work overtime if another qualified unit member is available and volunteers for the assignment. The District shall determine qualification required for any given overtime situation. Other than in an emergency situation, any qualified unit member may refuse to work in excess of ~~seventy-two (72)~~ **fifty six (56)** hours in a single week, **or two (2) compensatory overtime days in a row.** and may refuse to work more than six (6) days out of every seven (7); a qualified unit member refusing overtime/compensatory time on either of these two bases shall not be subject to discipline of any kind or termination for exercising their right to refuse excess overtime/compensation time.

Section 7 8--Call-Back Guarantee.

Unit members called in to work unscheduled overtime after leaving the work site or on a day when he/she is not scheduled to work shall be entitled to a minimum of ~~two (2)~~ **three (3)** hours work and be paid at the appropriate rate as set forth in this Agreement.

Section 8 9--Compressed Workweek.

- A. The District may establish a ten (10) hour-per-day, forty (40) hour-per-week work schedule **inclusive of lunch** within four (4) consecutive days for certain unit members. The Association's concurrence must be obtained in order to implement a schedule under this provision. The overtime rate set forth in this Article shall be paid under the conditions set forth below when this subsection 9(A) is implemented.

Section 9 10--Assignments at Times Other Than Regular Academic Year.

When it is necessary to assign unit members not regularly assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made within classification on the basis of related experience, skills, knowledge, abilities, work habits, job performance, and suitability for the position. Unit members shall not be required to accept assignments as set forth in this Section. If unit members are assigned to work in their regular job classification, they shall continue to receive their regular salary placement. If unit members are assigned to work in a job classification other than their regular job classification, they shall be paid on the first step of the salary range for the temporary job classification. Benefits shall be prorated as set forth in this Agreement.

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

Section 10 11--Changes in Assigned Time.

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

Section 11 12--Calendar Adjustment.

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

Section 12 13--Classified Work Year Calendar

180 work days (PT) + holidays 6

- 190 work days (PT) + holidays 7
- 194 work days (FT) + holidays 8
- 197 work days (PT) + holidays 9
- 211 work days (FT) + holidays 10
- 226 work days (PT/FT) + holidays 11
- 247-249 work days (PT/FT) + holidays (Will correspond to the total possible number of work days for the given year + holidays) 12
- 13

Section 13 14—Alternative Workweek.

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

Section 1514—Shift Change.

- A. Shift change shall be defined as a change in the primary working hours of a unit member, either from regular (day) shift to swing (evening, but not graveyard) shift or vice versa.
- B. Shift changes may occur as necessary to meet the operational needs of the district.
- C. If a shift change is necessary, the unit member will be given no less than ten (10) workdays notice of the proposed change, unless an emergency situation exists. The shift change may be executed in less than ten (10) days if the unit member voluntarily requests the change.
- D. **The District shall notify CSEA of any proposed shift changes in writing. The District and CSEA shall negotiate decision and effects, within the ten workday window of employee notification.**
- E. ~~The unit member may submit a voluntary transfer request based on the shift change.~~
- F. ~~Shift change shall not be made for disciplinary or preferential reasons.~~

**ARTICLE XI - EMPLOYEE EVALUATION PROCEDURES
(EFFECTIVE 2017-2018 SCHOOL YEAR AND THE DURATION OF THE
CONTRACT)**

Section 2--Evaluator.

The District shall determine the **unit member's** evaluator **who shall be the management employee having direct supervision of the work of the unit member.** ~~Unit members shall not evaluate other unit members. who shall be the management employee having direct supervision of the work of the unit member.~~

Section 3—Evaluation Period.

Each unit member shall be evaluated on not less than an annual basis. Unit members who have worked **in the same classification for three (3) six** years or longer ~~for the District~~

and have maintained satisfactory evaluations for at least the three most recent evaluation periods may be evaluated every other year ~~two years~~. The unit member's supervisor will make the decision regarding every other ~~two~~ year evaluation cycle. The period for annual evaluation shall be July 1st through June 30th. Within thirty (30) days of the start of the school year or any new assignment, unit members shall receive an evaluation orientation meeting, which includes the following: ~~related to the evaluation process, including being provided a copy of their job description.~~

- A. A copy of this Article, along with the opportunity to review the Article and ask questions.
- B. A copy of the unit member's job description.
- C. An overview of the evaluation criteria outlined in this Article, and how it relates to the unit member's job description.

Section 5—Initial Individual Meeting. (NEW SECTION)

Within the first forty-five (45) workdays of the school year or assignment, and following the evaluation orientation meeting, the evaluator and the unit member shall meet. In this meeting, the unit member shall bring the completed Classified Self-Assessment Rubric and a draft of ideas for collaborative goal setting. The evaluator and the unit member will discuss:

- A. Agreement of goals
 - a. Three (3) Goals, including: One (1) Professional Growth, one (1) Site or Department, and one (1) District. The goal(s) may be connected to department, site, and District initiatives/strategic plans.
- 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 6 5—Evaluation Criteria.

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

- ~~1. Dress: Dresses appropriately based on job duties.~~
- ~~2. Attendance and Punctuality: Arrives for and leaves work at the assigned times. Adheres to the assigned work schedule. Uses available and permissible leaves in a contractually appropriate manner.~~
- ~~3. Communication: Effectively presents ideas and information orally and in written form.~~
- ~~4. Initiative and Follow-through: Demonstrates initiative and stays with a task until completed.~~
- ~~5. Job Knowledge: Exhibits an understanding of job duties and responsibilities.~~

- ~~6. Compliance with Rules/Procedures: Ability to learn and follow procedures, rules, laws, and other District policies.~~
- ~~7. Problem Solving: Demonstrates ability to define problems and develop solutions.~~
- ~~8. Judgment: Exercises good judgment in making decisions.~~
- ~~9. Working Relationships: Establishes and maintains positive working relationships.~~
- ~~10. Quality/Quantity of Work: Consistently performs all required duties efficiently and in a timely manner.~~
1. Job Skills and Knowledge: Demonstrates proficiency of the essential functions as outlined in the job description; utilizes appropriate tools in carrying out assigned duties and responsibilities; incorporates feedback and training regularly to enhance job performance.
2. Quality/Quantity of Work: Performs all required duties consistently, efficiently and in a timely manner; seeks methods to improve productivity and pays attention to detail; shows initiative and employs necessary and job-appropriate tools to carry out assigned tasks.
3. Communication: Engages and actively listens to all stakeholders; retains, relays, and effectively presents clear information in written, verbal and non-verbal form; communicates professionally when using various types of District communication tools.
4. Problem Solving: Demonstrates an ability to identify problems and develop solutions in a timely and efficient manner; assists in the identification and implementation of solutions to job-related issues; utilizes various strategies to resolve identified problems.
5. Customer Service: Listens and responds positively to customer needs; serves all stakeholders while building strong relationships; responds in a prompt and friendly manner to requests and inquiries.
6. Judgment: Exercises sound, professional judgment in making decisions; performs job duties safely, promoting a safe and accident-free environment; responds calmly in stressful situations while following laws, policies and procedures.
7. Working Relationships: Builds professional rapport with colleagues, supervisors, district staff and all other stakeholders; confers with others in a professional and productive manner; is receptive to feedback from others.
8. Professional Work Habits: Maintains professional standards of dress and grooming; presents an image consistent with their job responsibilities and assignment; dresses and grooms in a manner that is conducive to the health and/or safety of themselves and/or others.
9. Attendance and Punctuality: Arrives for and leaves the designated work

location, as identified by his or her supervisor, at the assigned times; adheres to and completes assigned work on schedule; uses available and permissible leaves in a contractually appropriate manner.

10. Measurable goals as outlined in Section 5A.

Section 7 6 – Final Evaluation.

Final written annual evaluations shall be presented to the unit member no later than fifteen (15) business days prior to the end of the unit member's work year. The evaluator and unit member shall meet prior to the end of the work year to discuss the final evaluation. **At this evaluation, 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.** The unit member shall have the right to make written comments and/or rebuttal, and have such written comments and/or rebuttal attached to the evaluation and made a part thereof. Such written comments and/or rebuttal shall be submitted by the employee within (10) days following receipt of the evaluation. The unit member ~~may~~ **shall** sign the written evaluation. If the unit member fails to sign, the evaluator shall note that the unit member refused to sign and forward the unsigned evaluation to Classified Human Resources. **A unit member's signature on the written evaluation acknowledges that he or she has received and read the evaluation, but does not necessarily imply agreement with conclusions of the evaluator.**

Section 8 7 – Review.

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

Section 9 8 – Permanent Record.

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

Section 10 9 – Unacceptable Performance.

At any time, if the evaluator believes that the unit members is demonstrating unacceptable performance or not making satisfactory progress, the evaluator may meet with the unit member to develop a "Professional Development Plan." The plan must include:

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

~~Unit members who receive an overall rating of “Needs Improvement” or “Unsatisfactory” shall receive a “Professional Development Plan” that will include: Within six (6) work months following the “Needs Improvement” or “Unsatisfactory” rating(s), the supervisor shall meet with the employee to review performance as it pertains to the Professional Development Plan. A subsequent evaluation shall be done at that time. If the employee remains at a “Needs Improvement” or “Unsatisfactory” level, the “Professional Development Plan” shall be continued through the following school year.~~

Section 11 10 – Third Party Statements.

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

Section 12 – Use of Evaluations

~~**Evaluations and Professional Development Plans shall not be used for discipline. The District shall not use the Evaluation, the agreed upon Goals and/or the Professional Development Plan as a cause for disciplinary action. In addition, they shall not be used in support for any proposed disciplinary action.**~~

ARTICLE XIII - TRANSFER

Section 3—Involuntary Transfers.

A unit member may be transferred to a position in the same class to meet the needs of the District. Involuntary transfers shall not be made for disciplinary or preferential reasons. Notice of involuntary transfer shall be in writing. Within five (5) business days after receipt of notice of involuntary transfer, the unit member may request a meeting with representatives of the District to discuss the transfer. The meeting shall be held within **ten (10) five (5)** business days after receipt of the request.

Section 4—Filling Vacancies.

In filling vacancies through transfer, the following factors shall be considered: related experience, skills, knowledge, abilities, work habits, job performance, and suitability for the position. The manager with the vacancy shall rate each candidate on the aforementioned factors. A sum shall be calculated for the numeric ratings for each candidate and that sum used in comparisons. If, pursuant to the above numeric rating, the applicants are equal to each other, the applicant with the greatest seniority shall be offered the position. ~~**When fewer than three (3) eligible unit members are on file for transfer, as provided for in Section 5, additional names from appropriate employment eligibility lists shall be made available to allow a choice among three (3) qualified unit members or applicants. When fewer than three (3) eligible candidates are available for transfer or appointment from appropriate lists, and the District desires three (3), The District may consider transfers, as provided in Section 5, when**~~

~~**filling vacancies. Transfers shall not be considered as a rank when filling vacancies. The the District may shall post vacancy for five (5) business days.**~~

Section 5—Requests for Transfer or Promotion.

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

Section 6—Transfer Information.

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

Section 7—Temporary Transfer.

Nothing in this Section shall prohibit the District from making temporary transfers of unit members when the unit member's salary and benefits are not affected. Such transfers shall not exceed **forty-five (45) days, twenty (20) days without the unit member's consent,** unless the unit member is the subject of a current investigation.

ARTICLE XIV – LEAVES

Section 3--Illness Verification.

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

Section 5--Critical Illness Leave.

B. "Immediate family" includes father, mother, sister, brother, daughter, son, wife, husband, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, grandson, granddaughter, **aunt, uncle, cousin, nieces and nephews** or any person living in the immediate household of

the unit member. A unit member may request approval from the District's chief Human Resources officer or designee for leave to be used in relation to a relative not designated as immediate family. The decision of the District's chief Human Resources officer or designee shall be final.

Section 6--Bereavement Leave.

- A. Unit members shall be entitled to ~~three (3)~~ **four (4)** days of bereavement leave or ~~five (5)~~ **seven (7)** days if travel out of state or more than 200 miles for grieving with family without loss of pay or deduction from other available leaves in the event of a death of a member of the unit member's immediate family. "Immediate family" is the same as defined in Section 5 (B) of this Article. A unit member may request approval from the District's chief Human Resources officer or designee for leave to be used in relation to a relative not designated as immediate family. The decision of the District's chief Human Resources officer or designee shall be final.

Section 17--Vacation.

- B. All unit members shall be allowed to carry over up to a total of ~~ten (10)~~ **fifteen (15)** 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)~~ **fifteen (15)** days, but not to exceed a total accumulation of twenty-five (25) days.
 - (2) If a **twelve-month** 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.
 - (3) **If a nine-, ten-, or eleven-month unit member has requested and was denied vacation leave, the unit member shall have their vacation leave balance paid, in excess of the ~~ten (10)~~ fifteen (15) days allowed to carry over, at the end of the school year upon request. In order for nine-, ten-, or eleven-month unit members to be paid the unit member must submit the request to their immediate supervisor no later than June 1st. The request shall include the number of vacation hours the unit member wants to carry over and the number of hours the unit member wants to be paid.**

Section 19--Funeral Leave.

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

- A. The leave shall be for not more than ~~two (2)~~ **four (4)** hours.
- B. The employee must get prior approval from the supervisor.
- C. Such approval may be granted when such absence will not seriously disrupt District services.
- D. This leave will not be granted in addition to, or in conjunction with, leaves granted as a result of a death in the employee's immediate family.
- E. The supervisor may require verification of attendance at a funeral.

ARTICLE XV—REIMBURSEMENT, EXPENSES & MATERIALS

Section 4—The District shall provide all safety equipment to be worn or used by the unit member.

Section 5—Section 4

Section 6—Section 5

Section 7—Section 6

Section 8—Section 7

Section 9—Section 8

Section 10—Section 9

Section 11—Section 10

Section 9—Tuition Reimbursement.

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

Unit members may submit an application for tuition reimbursement for attending educational or training courses through accredited educational institutions and trade schools for the purpose of improving job skills in their current position or to prepare them for other positions within the District under the following criteria:

- 1. Completion of his or her initial probationary period; and**
- 2. Application submitted for reimbursement within thirty (30) days following the end of the term; or**
- 3. A unit member who attends courses from the date of hire to the date of permanency may submit an application for coursework completed during his or her probationary period within thirty (30) days following the date of permanent status.**

Requests for reimbursement of tuition costs must be approved in advance by the Employee Tuition Reimbursement Committee. In addition, applicants shall submit a description of the course(s) content and its applicability to their current position or other positions in the District. Reimbursement shall not be made in increments of less than fifteen dollars (\$15.00) per application. Tuition for upper-division classes shall be limited to ~~seventy-five~~ **fifty** percent ~~(75%)~~ **(50%)** charged by the California State University System **or accredited Trade School**. Tuition for lower-division classes shall be limited to ~~seventy-five~~ **fifty** percent ~~(75%)~~ **(50%)** of the amount charged by the Community College District **or accredited Trade School**. The tuition reimbursement is paid after satisfactory completion of the course(s) with a grade of **"B"** "C" or better and verification of grade(s) and costs.

An ongoing committee, consisting of three (3) members appointed by the Association, three (3) members appointed by the District and chaired by the ~~District's chief~~ **Assistant Superintendent of** Human Resources officer or designee, shall evaluate each application based upon the relevancy of the training to the needs of the District, either as related to the applicant's present position or to the District's future recruitment needs. The decision of the committee shall be final and binding, and shall not be subject to the grievance procedure set forth in Article XVIII.

There shall be a fund of ~~\$15,000.00~~ **\$40,000.00** ~~\$45,000.00~~ available for purposes of implementation of this Section 9.

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

Unit members receiving tuition reimbursement must continue to work for the District for not less than ~~two (2)~~ **one (1)** calendar years after the completion of the course(s). Termination of employment within ~~two (2)~~ **one (1)** calendar years after completion of the course(s) will result in a payroll deduction of the tuition reimbursement from the unit member's final pay warrant.

Section 10—Teacher Development Program.

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

Unit members may submit an application for attending accredited college or university courses for the purpose of obtaining a teaching credential to prepare them for teaching positions within the District under the following criteria:

- 1. Completion of his or her initial probationary period; and**
- 2. Application submitted for reimbursement within thirty (30) days following the end of the term; or**
- 3. A unit member who attends courses from the date of hire to the date of permanency may submit an application for coursework completed during his or her probationary period within thirty (30) days following the date of permanent status.**

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

for lower-division classes shall be limited to the amount charged by the Community College District. Reimbursement shall not be made in increments of less than fifteen dollars (\$15.00) per application. The tuition reimbursement is paid after satisfactory completion of the course(s) with a grade of "B" "C" or better and verification of grade(s) and costs.

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

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

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

Unit members hired as a teacher who received tuition reimbursement shall work for the District for not less than two (2) one (1) calendar years after the hire date. Termination of employment within two (2) one (1) calendar years after the hire date will result in a payroll deduction of the tuition reimbursement from the unit member's final pay warrant.

ARTICLE XVIII - GRIEVANCE PROCEDURE

Section 2--General Provisions.

- A. Before filing a formal written grievance, the unit member shall attempt to resolve it by an informal meeting with his/her immediate supervisor.
Before a unit member (or the Association) files a complaint with central offices of the District, or files filing a formal written grievance, the unit member (and/or the Association) shall attempt to resolve the issue it by an informal meeting with lowest level administrator having jurisdiction over the issue, his/her immediate supervisor.

Section 3--Levels of the Grievance Procedure.

- C. Level III: If the grievant is not satisfied with the disposition of the grievance at formal Level II, the Association may, within fifteen (15) business days of receiving the Level II response, submit a request to the District to have the grievance submitted to **mediation.**

The District shall contact the California Mediation and Conciliation Services and request a mediator be assigned. The mediator shall work with the District and CSEA to schedule a mutually acceptable date for the mediation. Upon completion of the mediation the mediator will provide a written recommendation for resolving the grievance. A copy of the mediators written recommendation shall be provided to all parties.

The parties shall work to reach a written grievance settlement agreement which shall incorporate the mediators written recommendations.

- D. Level IV ~~III~~: If the grievant is not satisfied with the disposition of the grievance at formal Level III, the Association may, within fifteen (15) business days of receiving the Level III response, submit a request to the District to have the grievance submitted to final and binding arbitration. If the two Parties cannot agree on an arbitrator, the District shall request a list of seven (7) experienced arbitrators from the California State Conciliation Service or the American Arbitration Association. The arbitrator shall be selected within ten (10) business days by the alternate strike method until only one (1) name remains or by mutual agreement between the parties.

ARTICLE XXIV - TERM OF AGREEMENT

Section 1--Duration.

Three (3) year agreement effective **July 1, 2016** ~~April 1, 2013~~ through **June 30, 2019** ~~March 31, 2016~~ with re-openers in the **2016-2017** ~~2014-2015~~ and **2017-2018** ~~2015-2016~~ for Wages and Benefits. Each party may reopen two (2) additional articles of the agreement for **2016-2017** ~~2014-2015~~ and **2017-2018** ~~2015-2016~~.

Section 2--Renegotiation of Wages and Benefits.

No sooner than April 1 and no later than July 1, ~~2014~~ **of 2017 and 2018**, either Party may submit an initial proposal for renegotiation of wages as set forth in Section 1 of Article VI, and Benefits as set forth in Article VII. In addition, the Association and the District each may submit two (2) additional Articles of this Agreement for renegotiation along with the wages for the annual salary and benefits renegotiations. The renegotiations shall promptly begin no later than twenty (20) business days after receipt of the request for renegotiations.

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 California School Employees Association and the San Bernardino City Unified School District.

SESSION FIVE

5.0 *Student Achievement* 6:20 pm

**5.1 Key Performance Indicators (KPI): Annual Measurable Achievement Objectives (AMAOs) and Reclassification
(Prepared by Educational Services)**

Dr. Kennon Mitchell, Assistant Superintendent, Educational Services, and staff will present information related to KPI for English Learners. Specifically covered will be an update on AMAOs as well as data related to District Reclassification rates.

SESSION SIX

6.0 *Public Comments* 7:00 pm

This is the time during the agenda when the Board of Education is prepared to receive comments from 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.

When recognized, please step to the podium, give your name, and limit your comments to five minutes or less. The time limit for public comment on any one topic is 30 minutes.

Any person wishing to make complaints against District employees is asked to 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.

SESSION SEVEN

7.0 *Administrative Presentation* **8:00 pm**

7.1 San Bernardino City Unified School District Board of Education Remodel Update
(Prepared by Business Services)

Jayne Christakos, Chief Business Officer will present a Board of Education remodel update.

SESSION EIGHT

8.0 *Reports and Comments* **8:40 pm**

8.1 Report by San Bernardino Teachers Association

8.2 Report by California School Employees Association

8.3 Report by Communications Workers of America

8.4 Report by San Bernardino School Police Officers Association

8.5 Report by San Bernardino School Managers

8.6 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.

8.7 Board Committee Reports

8.8 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.

Board of Education Meeting
April 4, 2017

SESSION NINE

9.0 Consent Calendar

9:30 pm

(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.

It is recommended that the following resolutions be adopted:

BOARD OF EDUCATION

9.1 Approval of Minutes

(Prepared by Superintendent's Office)

BE IT RESOLVED that the Minutes of the Board of Education Meeting held on February 21, 2017 and February 27, 2017 be approved as presented.

9.2 Joint Meeting of San Bernardino Community College District's Board of Trustees and Feeder High School Boards of Trustees

(Prepared by Superintendent's Office)

BE IT RESOLVED that members of the Board of Education will attend a joint meeting with San Bernardino Community College District (SBCCD) Board of Trustees and other feeder high school Boards of Trustees on April 24, 2017 in the SBCCD Board Room from 4:00 – 6:00 p.m. This will be a Special Board Meeting of the SBCCD as a follow up to their meeting held on January 25, 2017.

DEPUTY SUPERINTENDENT

9.3 Business and Inservice Meetings - Deputy Superintendent's Office

(Prepared by Business Services)

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

To attend the Cabinet Quarterly Strategic Planning Meeting, April 5 - 7, 2017, in Palm Springs, CA. The total cost, including meals and mileage per District guidelines, not to exceed \$1,375.00, will be paid from Superintendent's Office Account No. 041.

Requester: Site

Richard Galope Marissa Rivera Mariann Ruffalo Ricky Shabazz James Smith
 (Community Representatives, Superintendent’s Office)

Requester/Approver: Deputy Superintendent’s Office

- 9.4 Memorandum of Understanding (MOU) with 2Five Sports, LLC, Overland Park, KS, to Enhance District Athletes’ Sports and Academic Profiles Nationally to Gain an Opportunity for Sports Scholarships
 (Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into a memorandum of understanding (MOU) with 2Five Sports, LLC, Overland Park, KS, to enhance District athletes’ sports and academic profiles nationally to gain an opportunity for a scholarship to a university upon their graduation, effective April 5, 2017 – June 30, 2018. 2Five Sports, LLC will register 36 District high school athletes with personal profile pages (includes login) for each student athlete. The cost per student athlete is \$159.00. The total cost, not to exceed \$6,000.00, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

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

Requester/Approver: Deputy Superintendent

BUSINESS SERVICES

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

BE IT RESOLVED that the Board of Education acknowledges receipt of the following gifts or donations:

SITE	DONOR	DONATION AND PURPOSE	AMOUNT
Richardson PREP HI School	Thinkwise Credit Union, San Bernardino, CA	To support school supplies, staff lunch and student events	\$100.00
Cajon High School	Jenco Productions, Inc. San Bernardino, CA	To support girls’ softball program	\$1,200.00
Barton Elementary School	Turnaround Arts Sustainability Grant, Los Angeles, CA	To build sustainability for the arts through the musical and family night	\$10,000.00

Board of Education Meeting
April 4, 2017

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

Requester: Various

Approver: Chief Business Officer, Business Services

9.6 Agreement with Sunesys, RFP No. 16-03, External WAN Connections
(Prepared by Business Services)

BE IT RESOLVED that RFP No. 16-03, Districtwide WAN Connections was advertised on November 4, 2016, November 11, 2016, and opened on December 21, 2016. The purpose of this RFP was to solicit competitive proposals from qualified Service Providers to connect the District's Data Centers to the San Bernardino County Superintendent of Schools. Cost will be paid from E-rate and Non-E-rate funds.

BE IT ALSO RESOLVED that proposals were received by Edison Carrier Solutions, Sunesys and Time Warner Cable.

BE IT ALSO RESOLVED that Conterra Broadband Services and Frontier Communications were deemed non-responsive for late submittal of their bids.

BE IT FURTHER RESOLVED that RFP No. 16-03 be awarded to Sunesys, Warrington, PA lowest responsive/responsible bidder meeting District specifications as follows:

<u>BIDDER</u>	<u>Annual Cost</u>
Edison Carrier Solutions Pomona, CA	\$72,000.00
Sunesys Warrington, PA	\$54,000.00
Time Warner Cerritos, CA	\$120,000.00

BE IT ALSO RESOLVED that RFP No. 16-03, External WAN Connections be effective July 1, 2017 through June 30, 2018, with an option to extend annually not to exceed 5 years total.

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

Requester: Director, Information Technology

Approver: Chief Business Officer, Business Services

9.7 Agreement with Sunesys, RFP No. 16-09, Districtwide WAN Connections
(Prepared by Business Services)

BE IT RESOLVED that RFP No. 16-09, Districtwide WAN Connections was advertised on November 4, 2016, November 11, 2016, and opened on December 21, 2016. The purpose of this RFP was to solicit competitive proposals from qualified Service Providers to provide lit/managed fiber optic network services to connect all sites to the District's Data Centers. Cost will be paid from E-rate and Non-E-rate funds.

BE IT ALSO RESOLVED that proposals were received by Conterra Communications, Edison Carrier Solutions, Sunesys and Time Warner Cable.

BE IT ALSO RESOLVED that Frontier Communications was deemed non-responsive for late submittal of bids.

BE IT FURTHER RESOLVED that RFP No. 16-09 be awarded to Sunesys, Warrington, PA lowest responsive/responsible bidder meeting District specifications as follows:

<u>BIDDER</u>	<u>Annual Cost</u>
Conterra Broadband Services Charlotte, NC	\$21,420.00
Edison Carrier Solutions Pomona, CA	\$93,600.00
Sunesys Warrington, PA	\$20,400.00
Time Warner Cerritos, CA	\$22,800.00

BE IT ALSO RESOLVED that RFP No. 16-09, Districtwide WAN Connections be effective July 1, 2017 through June 30, 2018, with an option to extend annually not to exceed 5 years total.

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

Requester: Director, Information Technology
Approver: Chief Business Officer, Business Services

9.8 Bid No. 16-14, Requirements Contract for HVACR Services, Repairs, and Installations - Districtwide
 (Prepared by Business Services)

BE IT RESOLVED that Bid No. 16-14, Requirements Contract for HVACR Services, Repairs, and Installations - Districtwide, was advertised on February 16, 2017 and February 23, 2017, and opened on March 9, 2017 at 11:00 a.m. The cost will be paid by various funds on an as-required basis.

BE IT ALSO RESOLVED that bids were received as follows:

Item No	Description	ACCO Engineered Systems	AireMasters Air Conditioning	Carrier Corporation
1A	Package & split units, up to 20 tons, hourly rate, standard work time	\$115.00	\$110.00	\$98.00
1B	Package & split units, up to 20 tons, 8-hour day, standard work time	\$920.00	\$880.00	\$784.00
1C	Package & split units, up to 20 tons, Weekly rate, 8-hour per day, standard work time	\$4,600.00	\$4,400.00	\$3,920.00
2A	Package unit system, multi-zone, VAV, etc., 21 to 50 tons, hourly rate, standard work time	\$115.00	\$110.00	\$98.00
2B	Package unit system, multi-zone, VAV, etc., 21 to 50 tons, 8-hour day, standard work time	\$920.00	\$880.00	\$784.00
2C	Package unit system, multi-zone, VAV, etc., 21 to 50 tons, weekly rate, 8 hours per day, standard work time	\$4,600.00	\$4,400.00	\$3,920.00
3A	Chiller plant HVACR systems up to 500 tons capacity, hourly rate, standard work time	\$125.00	\$125.00	\$98.00
3B	Chiller plant HVACR systems up to 500 tons capacity, 8-hour day, standard work time	\$1,000.00	\$1,000.00	\$784.00
3C	Chiller plant HVACR systems up to 500 tons capacity, weekly rate, 8-hours per day, standard work time	\$5,000.00	\$5,000.00	\$3,920.00
4A	Installation of District furnished equipment, hourly rate, standard work time	\$115.00	\$110.00	\$98.00
4B	Installation of District furnished equipment, 8-hour day, standard work time	\$920.00	\$880.00	\$784.00
4C	Installation of District furnished equipment, weekly rate, 8-hours per day, standard	\$4,600.00	\$4,400.00	\$3,920.00
5	Cost for parts and materials for repairs plus % increase or mark up	15%	15%	15%

BE IT ALSO RESOLVED that Bid No. 16-14, Requirements Contract for HVACR Services, Repairs, and Installations – Districtwide, be awarded to Carrier Corporation the lowest responsive/responsible bidder meeting District specifications based on the lowest overall line price.

BE IT ALSO RESOLVED that the District reserves the right to purchase more than or less than the quantity indicated as needed throughout the initial one-year term of the bid, with the option to extend annually, not to exceed five years total, effective April 5, 2017.

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

Requester: Director, Maintenance and Operations
Approver: Chief Business Officer, Business Services

9.9 Commercial Warrant Registers for Period March 1 – March 15, 2017
(Prepared by Business Services)

BE IT RESOLVED that the Commercial Warrant Register for period March 1 - 15, 2017, be ratified and/or approved.

Requester: Director, Accounting Services
Approver: Chief Business Officer, Business Services

9.10 Federal/State/Local District Budgets and Revisions
(Prepared by Business Services)

BE IT RESOLVED that throughout the year, the District is advised by federal, state, and local agencies of program entitlements and any additions and/or reductions in funds available for already approved programs. The following programs requested by the Board of Education affect the restricted and unrestricted portions in the budgets of the District funds. In order to adjust the program budgets, it is necessary to have Board of Education approval.

BE IT FURTHER RESOLVED that the Board of Education approves the following:

Program	Unrestricted/ Restricted	Resource	Account	Fund	Increase/(Decrease) Amount
Special Education Preschool Expansion	Restricted	3315	592	01	\$12,838.00
Special Education Preschool Local	Restricted	3320	589	01	\$292,005.00

Requester: Director, Fiscal Services
Approver: Chief Business Officer, Business Services

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

BE IT RESOLVED that the Board of Education awarded the sale of CEW/Non-CEW to Cal Micro Recycling, Ontario, CA, on September 16, 2014, Agenda Item 8.20, 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 \$.18 per lb. for TV's, Monitors, Plasmas, CRT's; \$.21 per lb. for LEDs, and LCD TV Monitors; \$.18 per lb. for Modems and Routers; \$.55 per lb. for CPUs and Servers; \$.26 per lb. for UPS Batteries, \$1.10 per lb. for Laptops; \$.05 per lb. for Copiers; \$.35 per lb. for Cables; and \$.05 for Printers, DVD Players, Keyboards, Speakers, Scanners, Mice, Fax Machines etc. Proceeds from the sale shall be deposited into the General Fund.

BE IT FURTHER RESOLVED that in accordance with California Education Code Section 17545, the Board of Education declare the following items as surplus to District needs and are unsatisfactory or no longer suitable for school use: List of Salvage Computer Equipment and Peripherals dated March 9, 2017.

Requester: Director, Purchasing Services

Approver: Chief Business Officer, Business Services

EDUCATIONAL SERVICES

9.12 Agreement with Coast 2 Coast Coaching, Laguna Niguel, CA, to Provide Soccer Curriculum Based on Combining STEM, College Readiness and Soccer Techniques to Students at Urbita Elementary School
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Coast 2 Coast Coaching, Laguna Niguel, CA, to provide 56 sessions of a co-ed, engaging soccer curriculum based around combining STEM, college readiness, soccer techniques, soccer skills and world cup scrimmages during lunch recess for up to 120 students per day for seven weeks, effective April 5 – May 23, 2017. The total cost, not to exceed \$7,000.00, will be paid from the Restricted General Fund – Elementary Secondary Education Act Title I, Account No. 501. **Requester: Site**

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

Requester: Principal, Urbita Elementary School

Approver: Assistant Superintendent, Educational Services

- 9.13 Facilities Use Agreement with California State University, San Bernardino, CA, for Use of the Coussoulis Arena for the English Learner Programs Annual District- Wide Reclassification Ceremony
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into a facilities use agreement with California State University, San Bernardino, CA, for use of the Coussoulis Arena, lobby, box office, Founders Room and outside basketball courts for the Annual District-Wide Reclassification Ceremony for over 1,400 students, parents and staff, effective April 28 – 29, 2017. The total cost, not to exceed \$16,562.00, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

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

Requester: Director, English Learner Programs

Approver: Assistant Superintendent, Educational Services

- 9.14 Payment for Course of Study Activities – Educational Services
(Prepared by Business Services)

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

Lincoln Elementary School requests Board of Education approval to utilize The BMX Freestyle Team LLC, Corona, CA, for a BMX Educational Assembly to 300, Kindergarten – fifth grade students on May 23, 2017. This assembly ties into PBIS curriculum, demonstrates teamwork, problem solving, conflict resolution, and emphasizes the importance of a good education. The total cost, not to exceed \$1,075.00, will be paid from Lincoln Elementary School Account No. 419.

Lincoln Elementary School requests Board of Education approval to utilize Robert Porter's Paleo-Day Mobile Fossil Museum, San Bernardino, CA, for a Paleo-Day and California Dinosaur presentation to 135 second grade students on April 6 – 7, 2017. Students will participate and rotate through four stations/classrooms: 1) Museum – museum etiquette, artifacts, fossils and summaries, 2) Excavation – hands-on simulated fossil excavation, 3) Creating fossils or fossil art and 4) Learning about dinosaurs – video and questions and answers. The total cost, not to exceed \$400.00, will be paid from Lincoln Elementary School 501 Account.

Lincoln Elementary School requests Board of Education approval to utilize Skypark at Santa's Village, Skyforest, CA, for a school site pre-field trip day presentations

(frontloading) titled “Career Specialty Investigations” and team building activities to 750 first – fifth grade students on May 3, 8, and 15, 2017. Presentations will familiarize students prior to their field trip with: 1) academic vocabulary specifically related to Environmental Sciences, 2) investigative procedures for the Career Pathways Investigations to be done during field trip, 3) cover common core skills for note-taking, investigation, organization of facts vs. opinions, collaborative teamwork, and summarizing 4) give students a preview of what to expect in mountain conditions, and 5) provide expectations for behavior while on the mountain, including safety and ecological awareness. School site presentations/frontloading is an optional free service that Skypark provides to schools that have confirmed field trips of 60 students or more. **There is no cost to the District.**

Requester: Principal, Lincoln Elementary School
Approver: Assistant Superintendent, Educational Services

- 9.15 Payment for Services Rendered by Non-Classified Experts and Organizations – Educational Services
(Prepared by Business Services)

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

Jorge Villela of Angel Ng Entertainment, San Bernardino, CA, to provide Mariachi and Folkloric Dancers to perform at the 6th Annual Multicultural Festival for students, parents and community members, effective May 5, 2017. The fee, not to exceed \$1,100.00, will be paid from the Unrestricted General Fund – INAP Elementary, Account No. 205.
Requester: Site

- 9.16 Request to Pay the Black Voice Foundation, Riverside, CA, for the Footsteps to Freedom, Educator Study Tour, Following the North Star Along the Underground Railroad to Civil Rights
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves payment to the Black Voice Foundation, Riverside, CA, for the Footstep to Freedom, Educator Study Tour for 15 District administrators, teachers and parents, effective June 25 – July 16, 2017. Black Voice Foundation will coordinate all travel accommodations, including air fare, hotel and ground transportation. The cost per person, \$3,750.00 includes airfare, hotel, food, entry to all historic locations, ground transportation, excursions, and admissions. The cost for services, not to exceed \$56,250.00 will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

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

Board of Education Meeting
April 4, 2017

Director, Purchasing, to sign all related documents.

Requester: Director, Department of Equity and Targeted Student Achievement
Approver: Assistant Superintendent, Educational Services

HUMAN RESOURCES

- 9.17 Amendment No. 1 to the Agreement with William H. Soltz, Ph.D., San Bernardino, CA, to Provide Psychiatric Consultation for Fitness for Duty Evaluations
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves amending the agreement with William H. Soltz, Ph.D. San Bernardino, CA, approved on February 21, 2017, Agenda Item No. 8.26. The agreement is being amended to increase the contract amount by \$2,000.00 to provide additional fitness for duty evaluations, increasing the contract amount from \$2,000.00 for a not to exceed amount of \$4,000.00. The additional cost will be paid from the Unrestricted General Fund - Employee Relations, Account No. 072.

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

Requester: Director, Employee Relations
Approver: Assistant Superintendent, Human Resources

- 9.18 Agreement with Coast 2 Coast Coaching, Laguna Niguel, CA, to Provide Soccer Curriculum Based on Combining STEM, College Readiness and Soccer Techniques to Students at Davidson Elementary School
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Coast 2 Coast Coaching, Laguna Niguel, CA, to provide 28 sessions of a co-ed, engaging soccer curriculum based around combining STEM, college readiness, soccer techniques, soccer skills and world cup scrimmages during lunch recess for up to 120 students per day for seven weeks, effective April 5 – May 18, 2017. The total cost, not to exceed \$2,940.00, will be paid from the Unrestricted General Fund – Local Control Accountability Fund (LCAP), Account No. 419. **Requester: Site**

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

Requester: Principal, Davidson Elementary School
Approver: Assistant Superintendent, Human Resources

9.19 Payment for Course of Study Activities - Human Resources
(Prepared by Business Services)

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

Shandin Hills Middle School requests Board of Education approval to utilize Engineers Teaching Algebra, Rochester, NH, for a four-day presentation beginning May 15 – 18, 2017, to 365 eighth grade students. The purpose of this presentation is to show the everyday value of algebra and to encourage the pursuit of advanced math and science. Students will have a better conceptual understanding of math and how it is applied to daily life. The total cost, not to exceed \$6,500.00, will be paid from Categorical Programs, Account No. 524.

Requester: Director, Categorical Programs

Approver: Assistant Superintendent, Human Resources

9.20 Ratification of the Rental and Licensing Agreement with Music Theatre International (MTI), New York, NY, to Provide Copyrighted Musical Scores, Scripts, and Vocal Musical Materials for Theater Performances at Paakuma K-8 School
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratification of the rental and licensing agreement with Music Theatre International (MTI), New York, NY, to provide copyrighted musical scores, scripts, and vocal musical materials for Theater Performances of Peter Pan, Jr., effective February 28, 2017 - February 28, 2018. The cost, not to exceed \$820.80, will be paid from the Unrestricted General Fund – LCAP Career Pathways, Account No. 417. **Requester: Site**

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

Requester: Principal, Paakuma K-8 School

Approver: Assistant Superintendent, Human Resources

STUDENT SERVICES

9.21 Affiliation Agreement with Ultimate Medical Practice, Highland, CA, to Provide a Clinical Site for Students Enrolled in the Inland Career Education Center's Medical Assistant Program
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an affiliation agreement with Ultimate Medical Practice, Highland, CA, to provide a clinical site for

students enrolled in the Medical Assistant Program, effective April 5, 2017 – March 13, 2019. The affiliate will provide 160 hours of externship in administrative (front) office and clinical (back) office instruction. The students are supervised and evaluated by a staff member from the affiliate and by their assigned Inland Career Education Center teacher. **There is no cost to the District.**

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

Requester: Principal, Inland Career Education Center
Approver: Assistant Superintendent, Student Services

9.22 Agreement with Child Care Resource Center (CCRC), Chatsworth, CA, for Participation in the Quality Start San Bernardino (QSSB) Program
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Child Care Resource Center (CCRC), Chatsworth, CA, for participation in the Quality Start San Bernardino (QSSB) Program, effective April 5 – September 30, 2017. The funding for QSSB shall be used to supplement existing efforts and investments to improve qualified child care programs and staff at the local level. CCRC is responsible for administering the quality improvement component of the QSSB. This may include but is not limited to training coordination, coaching, curriculum and other learning materials, supplies, health and safety items, and facility improvement needs. **There is no cost to the District.**

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

Requester: Coordinator, State Preschool Program
Approver: Assistant Superintendent, Student Services

9.23 Agreement with Keith Weeks Enterprises, San Bernardino, CA, to Provide Referees for the Middle Schools' Basketball Program
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Keith Weeks Enterprises, San Bernardino, CA, to provide referees for 116 games for the middle schools' basketball program, effective April 12 - May 26, 2017. The total cost, not to exceed \$10,440.00 will be paid from the Unrestricted General Fund – Intermediate Sports Program, Account No. 209.

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

Board of Education Meeting
April 4, 2017

Director, Purchasing, to sign all related documents.

Requester: Director, Creative Before- and After-School Programs for Success
Approver: Assistant Superintendent, Student Services

9.24 Agreement with San Bernardino County Superintendent of Schools, San Bernardino, CA, for the AB 212 Educational Stipend Program
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with San Bernardino County Superintendent of Schools, San Bernardino, CA, for the AB 212 Educational Stipend Program, effective April 5 – June 30, 2017. This funding will supplement existing efforts and investments to retain qualified child care staff at the local level who work directly with subsidized children fifteen hours or more per week in a classroom setting serving California State Department of Education funded children and who have been continuously employed for at least the last nine of the twelve more recent months with their current employer prior to receiving a stipend. **There is no cost to the District.**

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

Requester: Coordinator, State Preschool Program
Approver: Assistant Superintendent, Student Services

9.25 Business and Inservice Meetings – Student Services
(Prepared by Business Services)

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

To attend the California Association for Bilingual Education (CABE) Riverside Parent & Para-Educator Conference on May 17, 2017 in Riverside, CA. The total cost, including meals and mileage per District guidelines, not to exceed \$632.00, will be paid from Arrowview Middle School Account No. 501. **Requester: Site**

Rodolfina Gamino Carmen Garcia Albertina Valverde Juana Vasquez
(ELAC Parent Representatives, Arrowview Middle School)

Requester: Principal, Arrowview Middle School
Approver: Assistant Superintendent, Student Services

BE IT ALSO RESOLVED that the Board of Education approves the attendance and

Board of Education Meeting
April 4, 2017

participation of the following individuals in scheduled business and inservice meetings:

To attend the California Continuation Education Association (CCEA) Annual Conference 2017, April 28 - 30, 2017 in Fresno, CA. The total cost, including meals and mileage per District guidelines, not to exceed \$1,016.54, will be paid from San Andreas High School Account No. 419. **Requester: Site**

Sherryl Soliven Britt Steele
(Community Representatives, San Andreas High School)

Requester: Principal, San Andreas High School
Approver: Assistant Superintendent, Student Services

- 9.26 Extended Field Trip, Arroyo Valley High School, International Baccalaureate Science Field Studies, Mammoth Lakes, CA
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the extended field trip for 70 Arroyo Valley High School students and 8 District employees, to attend the International Baccalaureate Science Field Studies at Palisades Group Campground, Mammoth Lakes, CA, from June 19 - 23, 2017. The International Baccalaureate Diploma Program has a collaborative science study requirement that will be met through the collection and analysis of data related to the San Joaquin watershed and the Owens Valley drainage. Students will collect data on populations of different species living together and interacting with each other, as well as the supply of inorganic nutrients and the interaction of relevant biotic and abiotic factors. Students will then analyze the data as they seek to recognize and interpret the statistical significance of their data. The cost of the trip, not to exceed \$8,000.00, including meals and lodging, will be paid from Arroyo Valley High School LCAP Account No. 417. Transportation provided by America's Xpress Rent-A-Car, not to exceed \$4,000.00, will be paid from Arroyo Valley High School LCAP – Career Pathways Account No. 417. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office. **Requester: Site**

Requester: Principal, Arroyo Valley High School
Approver: Assistant Superintendent, Student Services

- 9.27 Facilities Use Agreement with the San Bernardino Elks Lodge No. 836, San Bernardino, CA, for San Bernardino High School's Dual Immersion Graduation Ceremony
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into a facilities use agreement with San Bernardino Elks Lodge No. 836, San Bernardino, CA, for San

Board of Education Meeting
April 4, 2017

Bernardino High School's Dual Immersion Graduation Ceremony for approximately 100 students, families and teachers, effective May 21, 2017. The total cost, not to exceed \$2,800.44, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419. **Requester: Site**

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

Requester: Principal, San Bernardino High School
Approver: Assistant Superintendent, Student Services

9.28 Payment for Course of Study Activities - Student Services
(Prepared by Business Services)

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

Dr. Mildred Dalton Henry Elementary School requests Board of Education approval to utilize StuntMasters Action Sports, Gilbert, AZ, for a BMX Impact School Assembly - Spokes of Character education assembly to 390 fourth - sixth grade students on May 22, 2017. This assembly impacts students with a fun show of ground and air stunts and discusses the finer points of character and turning positive thoughts into purposeful action. Skills covered include the importance of trustworthiness, respectfulness, responsibility, fairness, citizenship, and caring. The total cost, not to exceed \$850.00, will be paid from Dr. Mildred Dalton Henry Elementary School Account No. 205.

Dr. Mildred Dalton Henry Elementary School requests Board of Education approval to utilize Kyle's Cartoon Platoon, San Diego, CA, for two interactive Draw Along School assemblies to 300 fourth - sixth grade students on May 30, 2017. The art presentation will tie into standards in Math and California State for Visual Arts along with a few Common Core. Students will gain knowledge and skill with drawing geometric shapes and 3D forms and math vocabulary is used throughout the show. The total cost, not to exceed \$897.00, will be paid from Dr. Mildred Dalton Henry Elementary School Account No. 417.

Dr. Mildred Dalton Henry Elementary School requests Board of Education approval to utilize the Orange County Department of Education's (OCDE) Inside the Outdoors Programs, the Traveling Scientist, Costa Mesa, CA, for an assembly to 387 fourth - sixth grade students from May 23 - 25, 2017. Students will learn about the body and they will investigate the roles of their digestive, excretory, circulatory, and respiratory systems using hands-on activities. Students will learn about the rainforest and they will study indigenous plants and animals and their importance to humans. During interactive lab stations, the students will have the opportunity to see and touch live animals and learn about tribes living in the rainforest. The total cost, not to exceed \$3,000.00, will be paid

Board of Education Meeting
April 4, 2017

from Dr. Mildred Dalton Henry Elementary School Account No. 419.

Requester: Principal, Dr. Mildred Dalton Henry Elementary School
Approver: Assistant Superintendent, Student Services

Dr. Martin Luther King Jr. Middle School requests Board of Education approval to utilize the Purple Easel LLC, Chino, CA, for a Kids Painting Event/Instructional Session to 55 seventh and eighth grade CAPS students on April 27, 2017. Students will be instructed on a creative adventure of canvas painting and are presented an opportunity to show self-confidence in expressing themselves with each stroke of their paint brush and will also work independently to create their own canvas painting. The total cost, not to exceed \$990.00, will be paid from Dr. Martin Luther King Jr. Middle School Account No. 459.

Requester: Principal, Dr. Martin Luther King Jr. Middle School
Approver: Assistant Superintendent, Student Services

- 9.29 Renewal of the Memorandum of Understanding with San Bernardino Community College District for San Bernardino Valley College, Disabled Student Program and Services, San Bernardino, CA, for the On-Campus Employment of District Special Education, Working on Real Careers (WORC) Program Students
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the memorandum of understanding with San Bernardino Community College District for San Bernardino Valley College, Disabled Student Program and Services, San Bernardino, CA, for the On-Campus Employment of District Special Education, Working on Real Careers (WORC) Program Students, effective July 1, 2017 - June 30, 2022. San Bernardino Valley College will provide meaningful employment opportunities to high school students with developmental delays through the District's Special Education WORC Program. The WORC Program will provide supervision, job coaching and transition instruction and services to students in the program. District students are paid for work experience through the District's Special Education WorkAbility Program. **There is no cost to the District.**

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

Requester: Director, Special Education
Approver: Assistant Superintendent, Student Services

Youth Services

9.30 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:

* **05/24/2001**

*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.

9.31 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)

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:

Board of Education Meeting
April 4, 2017

01/14/2002 01/14/2002 06/30/1999 04/10/2003 07/14/2004 03/07/2002
07/22/2003 06/13/2002

9.32 Lift of Expulsion of Student(s)
(Prepared by Youth Services Department)

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:

03/25/2002 08/19/1999

SESSION TEN

10.0 Action Items

9:40 pm

10.1 Personnel Report #18, Dated April 4, 2017
(Prepared by Human Resources)

It is recommended that the following resolution be adopted:

BE IT RESOLVED that Personnel Report #18, dated April 4, 2017, which contains actions 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, 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 Amendments to Board Policy 5141.33 Students (First Reading)
(Prepared by Student Services)

It is recommended that the following revisions are made to Board Policy 5141.33 Students in order that policies align with recommendations from medical and health organizations.

San Bernardino City USD | BP 5141.33 Students

Head Lice

~~To prevent the spread of head lice infestations, school employees shall report all suspected cases of head lice to the school nurse or designee as soon as possible. The nurse or designee shall examine the student and any siblings of affected students or members of the same household. If nits or lice are found, the student shall be excluded from attendance and parents/guardians informed about recommended treatment procedures and sources of further information.~~

The Governing Board believes that the district's head lice management program should emphasize the correct diagnosis and treatment of head lice in order to minimize disruption of the education process and to reduce the number of student absences resulting from infestation. In consultation with the school nurse, the Superintendent or designee may establish a routine screening program to help prevent the spread of head lice.

School employees shall report all suspected cases of head lice to the school nurse or designee as soon as possible. The nurse or designee shall examine the student and

other students who are siblings of the affected student or members of the same household.

In accordance with the Guidelines from the California Department of Health Services (DHS) and the position statement from the California School Nurses Organization and County of San Bernardino Public Health's recommendations are that students with dead nits (lice eggs) will be allowed to remain in school and that only students with an active, adult lice infestation will be excluded from attendance.

If a student is found with active, adult head lice, he/she shall be excluded from attendance. The parent/guardian of an excluded student shall receive information about recommended treatment procedures and sources of further information. The student shall be allowed to return to school the next day following treatment and shall be checked by the nurse or designee before returning to class for clearance.

(cf. 5141.3 - Health Examinations)

(cf. 5141.6 - Student and Social Services)

The Superintendent or designee shall send home the notification required by law for excluded students. (Education Code 48213)

(cf.5112.2 – Exclusions from Attendance)

(CF. 5145.6 – Parental Notifications)

A student with a chronic case of head lice should be reported to the school attendance review board (SARB). A “Chronic” case is a student who has been found infested during three separate months in a school year or for six consecutive weeks.

The principal and school nurse shall work with the parent/guardian of any student who has been deemed to be a chronic head lice case in order to help minimize the student's absences from school.

(cf. 5145.6 - Parental Notifications)

If there are two or more students affected in any class, all students in the class shall be examined, and information about head lice shall be sent home to all parents/guardians of those students.

Staff shall maintain the privacy of students identified as having head lice and excluded from attendance.

Board of Education Meeting
April 4, 2017

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

Excluded students may return to school when (1) they bring a note from the parent/guardian verifying treatment, and (2) reexamination by the nurse or designee shows that ~~all nits and lice have been removed~~. ***no live lice are present.***

Legal Reference:

EDUCATION CODE

48210-48216 Persons excluded

49451 Physical examinations: parent's refusal to consent

Management Resources:

AMERICAN ACADEMY OF PEDIATRICS

Lice, Nits, and School Policy, Official Journal of the American Academy of Pediatrics, May 2001

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

Guidelines on Head Lice Prevention and Control for School Districts and Child Care Facilities, 2009

CALIFORNIA SCHOOL NURSES ORGANIZATION

Position Statement: Pediculosis Management, 2005

CALIFORNIA DEPARTMENT OF HEALTH SERVICES

Guidelines for Parents on Control of Head Lice, 2006

WEB SITES

California department of Health Services, Infectious Diseases Branch:

<http://www.dhs.ca.gov/ps/dcdc/disb/disbindex.htm>

California School Nurse Organization: <http://www.scno.org>

Centers for Disease Control and Prevention, Parasitic Disease Information, Head Lice:

<http://www.cdc.gov/ncidod/dpd/parasites/lice>

California Department of Public Health: <http://www.cdph.ca.gov/>

Policy SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Adopted October 16, 2007, San Bernardino, California

Adopted:

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education receives the amendments board Policy 5141.33 Students as a First Reading.

10.3 Amendments to Board Policy 6173 Instruction (First Reading)
(Prepared by Student Services)

It is recommended that the following revisions are made to Board Policy 6173 Instruction due to recent legislation.

San Bernardino City USD | BP 6173 Instruction

~~**Education for Homeless Children**~~ *Education for Students in Homeless Situations*

The Board of Education desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for these students to meet the same challenging academic standards as other students.

(cf. 6011 - Academic Standards)

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. ***However, the Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)***

(cf. 3553 - Free and Reduced Price Meals)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

(cf. 5111.13 - Residency for Homeless Children)

The Superintendent or designee shall identify and remove any barriers to the identification and enrollment of homeless students and to the retention of homeless students due to absences or outstanding fees or fines. (42 USC 11432)

(cf. 3250 - Transportation Fees)

(cf. 3260 - Fees and Charges)

(cf. 5113.1 - Chronic Absence and Truancy)

When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)

(cf. 0460 - Local Control and Accountability Plan)

The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.

In order to identify district students who are homeless, the Superintendent or designee may give a housing questionnaire to all parents/guardians during school registration, make referral forms readily available, include the district liaison's contact information on the district and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.

*(cf. 1113 - District and School Web Sites)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)*

Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g. (42 USC 11432)

*(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)*

Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)

*(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3553 - Free and Reduced Price Meals)*

- (cf. 5148.2 - Before/After School Programs)*
- (cf. 5148.3 - Preschool/Early Childhood Education)*
- (cf. 6159 - Individualized Education Program)*
- (cf. 6164.2 - Guidance/Counseling Services)*
- (cf. 6171 - Title I Programs)*
- (cf. 6172 - Gifted and Talented Student Program)*
- (cf. 6174 - Education for English Language Learners)*
- (cf. 6177 - Summer Learning Programs)*
- (cf. 6178 - Career and Technical Education)*
- (cf. 6179 - Supplemental Instruction)*

The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)

- (cf. 1020 - Youth Services)*

District liaisons and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students and to provide training on the definitions of terms related to homelessness. (42 USC 11432)

At least annually, the Superintendent or designee shall report to the Board on outcomes for homeless students, which may include, but are not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to better support the education of homeless students.

- (cf. 0500 - Accountability)*
- (cf. 6162.51 - State Academic Achievement Tests)*
- (cf. 6190 - Evaluation of the Instructional Program)*

Transportation

The district shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the district and the parent/guardian requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend his/her school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

(cf. 3250 - Transportation Fees)
(cf. 3541 - Transportation Routes and Services)

Legal Reference:

EDUCATION CODE

1980-1986 County community schools
2558.2 Use of revenue limits to determine average daily attendance of homeless children
39807.5 Payment of transportation costs by parents
2558.2 Use of revenue limits to determine average daily attendance of homeless children
39807.5 Payment of transportation costs by parents
48850 Educational rights of homeless and foster youth
48852.5 Notice of educational rights of homeless students
48852.7 Enrollment of homeless students
48915.5 Recommended expulsion, homeless student with disabilities
48918.1 Notice of recommended expulsion
51225.1-51225.3 Graduation requirements
52060-52077 Local control and accountability plan
CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures
UNITED STATES CODE, TITLE 20
1087vv Free Application for Federal Student Aid; definitions
1232g Family Educational Rights and Privacy Act
6311 Title I state plan; state and local educational agency report cards
UNITED STATES CODE, TITLE 42
11431-11435 McKinney-Vento Homeless Assistance Act

Management Resources:

CALIFORNIA CHILD WELFARE COUNCIL
Partial Credit Model Policy and Practice Recommendations

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Education for Homeless Children and Youth Program, Non-Regulatory Guidance, July 2004

WEB SITES

California Department of Education, Homeless Children and Youth Education: <http://www.cde.ca.gov/sp/hs/cy>

National Center for Homeless Education at SERVE: <http://www.serve.org/nche>

National Law Center on Homelessness and Poverty: <http://www.nlchp.org>

U.S. Department of Education: <http://www.ed.gov/programs/homeless/index.html>

Policy SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Adopted: October 16, 2007 San Bernardino, California

Adopted:

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education receives the amendments Board Policy 6173 Instruction as a First Reading.

10.4 Amendments to Board Policy 6173.1 Instruction (First Reading)
(Prepared by Student Services)

It is recommended that the following revisions are made to Board Policy 6173.1 Instruction due to recent legislation.

San Bernardino City USD | BP 6173.1 Instruction

Education for Foster Youth

Note: Education Code 48850-48859 (the AB 490 Educational Rights and Stability Act of 2003) create obligations for districts regarding the education of foster youth, including the right of foster youth to continue attending their school of origin and the requirement to ensure that foster youth have access to the same academic resources, services, and extracurricular activities that are available to all students. See the accompanying administrative regulation. While the requirements of the federal McKinney-Vento Homeless Assistance Act (42 USC 11431-11435) may apply to foster youth in certain situations, such as when they are living in emergency or transitional shelters or when they are awaiting foster care placement (see BP/AR 6173 - Education for Homeless Children), Education Code 48850-48859 extend services to youth at any time when in foster care. The following policy may be revised to reflect district practice.

~~The Board of Education recognizes its obligation to ensure that foster youth have access to the academic resources, services and extracurricular and enrichment activities that are~~

~~available to district students. The district shall provide students in foster care within the district with access to educational opportunities and other services necessary to help such students achieve the district's performance standards.~~

The Governing Board recognizes that foster youth may be at greater risk for poor academic performance due to their family circumstances, disruption of their educational program, and emotional, social, and other health needs. The district shall provide such students with full access to the district's educational program and other support services necessary to assist them in achieving state and district academic standards.

~~(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5147 - Dropout Prevention)
(cf. 5149 - At-Risk Students)
(cf. 6011- Academic Standards)
(cf. 6145 - Extracurricular and Co-curricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6173 - Education for Homeless Children)
(cf. 6179 - Supplemental Instruction)~~

~~(cf. 6011 - Academic Standards)~~

~~(cf. 6173 - Education for Homeless Children)~~

Note: Pursuant to Education Code 48850, placement determinations for foster youth must be made in accordance with the student's "best interest." In addition, Education Code 48853.5 requires each district to designate a staff person as a foster care liaison to help ensure proper school placement and enrollment. See the accompanying administrative regulation.

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and administrative regulation. To that end, he/she shall designate a staff person as a district liaison for foster youth to help facilitate the enrollment, placement, and transfer of foster youth.

~~The Superintendent or designee shall ***ensure that all appropriate staff, including, but not limited to, each principal, school registrar, and attendance clerk, receive training regarding the enrollment, placement, and rights of foster youth.*** collaborate with the county placing agency and other appropriate agencies to ensure maximum utilization of available funds and to meet the educational needs of foster youth within the district.~~

~~(cf. 1400 - Relations between Other Governmental Agencies and the Schools)~~

~~(cf. 5141.6 - Student Health and Social Services)~~

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: Pursuant to Health and Safety Code 1522.41 and 1529.2 and Welfare and Institutions Code 16003, foster family agencies, group home administrator certification programs, and community colleges must provide training to foster parents, group home administrators, and other caretakers which includes, among other things, basic instruction on the existing laws and procedures (i.e., Education Code 32228-32228.5) regarding school safety and the ensuring of a harassment- and violence-free school environment.

The Board desires to provide foster youth with a safe, positive learning environment that is free from discrimination and harassment and promotes students' self-esteem and academic achievement. The Superintendent or designee shall develop strategies to build students' feelings of connectedness with the school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of students' resiliency and interpersonal skills, and the involvement of foster parents, group home administrators, and/or other caretakers in school programs and activities.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5131 - Conduct)

(cf. 5137 - Positive School Climate)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 6020 - Parent Involvement)

Note: Education Code 48853.5 encourages districts to collaborate with other agencies to provide services to foster youth.

To address the needs of foster youth and help ensure the maximum utilization of available funds, the Superintendent or designee shall collaborate with local agencies including, but not limited to, county agencies, social services, probation officers, juvenile court officers, nonprofit organizations, and advocates. The Superintendent or designee shall explore the feasibility of entering into agreements with these groups to coordinate services and protect the rights of foster youth.

(cf. 1020 - Youth Services)

The Superintendent or designee shall regularly report to the Board on the educational outcomes of foster youth enrolled in the district including, but not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, and suspension/expulsion rates.

(cf. 0500 - Accountability)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6162.51 - Standardized Testing and Reporting Program)

(cf. 6162.52 - High School Exit Examination)

Legal Reference:

~~EDUCATION CODE~~

~~42920-42925 Foster children educational services~~

~~48645.1 Juvenile court schools~~

~~48645.5 Coursework completed in public school, juvenile court school, or nonpublic nonsectarian school~~

~~48850-48859 Educational placement of students residing in licensed children's institutions~~

~~49061 Student records~~

~~49069.5 Foster care students transfer of records~~

~~49076 Access to student records~~

~~56055 Rights of foster parents in special education~~

~~WELFARE AND INSTITUTIONS CODE~~

~~300 Children subject to jurisdiction~~

~~309 Investigation and release of child~~

~~361 Limitations on parental or guardian control~~

~~366.27 Educational decision by relative providing living arrangements~~

~~602 Minors violating law; ward of court~~

~~726 Limitations on parental or guardian control~~

~~727 Order of care, ward of court~~

~~UNITED STATES CODE, TITLE 42~~

~~11431-11435 McKinney-Vento Homeless Assistance Act~~

Management Resources:

~~WEB SITES~~

~~California Department of Education, Foster Youth Services Program:~~

~~<http://www.cde.ca.gov/spbranch/ssp/fysprfa/fysrfa.htm>~~

~~California Department of Social Services, Foster Youth Ombudsman Office:~~

~~<http://www.fosteryouthhelp.ca.gov>~~

Legal Reference:

EDUCATION CODE

32228-32228.5 Student safety and violence prevention

42920-42925 Foster children educational services

48645-48646 Juvenile court schools

48850-48859 Educational placement of students residing in licensed children's institutions

49061 Student records

49069.5 Foster care students, transfer of records

49076 Access to student records

51225.3 High school graduation

56055 Rights of foster parents in special education

60851 High school exit examination

HEALTH AND SAFETY CODE

1522.41 Training and certification of group home administrators

1529.2 Training of licensed foster parents

WELFARE AND INSTITUTIONS CODE

300 Children subject to jurisdiction

309 Investigation and release of child

361 Limitations on parental or guardian control

366.27 Educational decision by relative providing living arrangements

602 Minors violating law; ward of court

726 Limitations on parental or guardian control

727 Order of care, ward of court

16000-16014 Foster care placement

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE, TITLE 42

670-679b Federal assistance for foster care programs

11431-11435 McKinney-Vento Homeless Assistance Act

Management Resources:

CSBA PUBLICATIONS

Educating Foster Youth: Best Practices and Board Considerations, Policy Brief, March 2008

AMERICAN BAR ASSOCIATION PUBLICATIONS

Myth-busting: Breaking Down Confidentiality and Decision-Making Barriers to Meet the Education Needs of Children in Foster Care, 2005

CITIES, COUNTIES AND SCHOOLS PARTNERSHIP PUBLICATIONS

Our Children: Emancipating Foster Youth, A Community Action Guide

WEB SITES

CSBA: <http://www.csba.org>

Board of Education Meeting
April 4, 2017

California Department of Education, Foster Youth Services:

<http://www.cde.ca.gov/ls/pf/fy>

California Department of Social Services, Foster Youth Ombudsman Office:

<http://www.fosteryouthhelp.ca.gov>

California Youth Connection: *<http://www.calyouthconn.org/site/cyc>*

Cities, Counties and Schools Partnership: *<http://www.ccspartnership.org>*

Policy SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

adopted: October 16, 2007 San Bernardino, California

Adopted:

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education receives the amendments board Policy 6173.1 Instruction as a First Reading.

10.5 Receive Charter Petition for Entrepreneur High School
(Prepared by Educational Services)

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education accepts the charter petition for Entrepreneur High School (EHS) thereby beginning the 60-day timeline for either approval or denial.

On March 16, 2017, Dr. Lonnie Yancsurak of EHS submitted a charter petition to the Charter School Operations Department for official receipt by the Governing Board.

Consent by the Board initiates the timelines outlined by Education Code §47605(b). Within 30 days of official receipt by the Governing Board, a Public Hearing will be held, and within 60 days of official receipt by the Board, the authorizer shall either approve or deny the petition.

Requester: Director, Charter School Operations

Approver: Assistant Superintendent, Educational Services

10.6 Receive Charter Petition for Innovation High School
(Prepared by Educational Services)

BE IT RESOLVED that the Board of Education accepts the charter petition for Innovation High School (IHS) thereby beginning the 60-day timeline for either approval or denial.

Board of Education Meeting
April 4, 2017

On March 24, 2017, Ms. Raquel Velasco of the IHS submitted a charter petition to the Charter School Operations Department for official receipt by the Governing Board.

Consent by the Board initiates the timelines outlined by Education Code §47605(b). Within 30 days of official receipt by the Governing Board, a Public Hearing will be held, and within 60 days of official receipt by the Board, the authorizer shall either approve or deny the petition.

Requester: Director, Charter School Operations
Approver: Assistant Superintendent, Educational Services

10.7 Realignment of Lytle Creek and Urbita Elementary School Boundaries
(Prepared by Facilities/Operations)

BE IT RESOLVED that the Board of Education approves re-establishing the boundaries of Lytle Creek and Urbita Elementary Schools to their 2013-2014 historical service areas (prior to construction), effective for the 2017-2018 school year. This realignment to historical boundaries is due to the completion of impactful construction and the temporary adjustment is no longer necessary.

Requester: Director, Facilities Planning and Development
Approver: Chief Business Officer, Business Services

SESSION ELEVEN

11.0 Closed Session

9:50 pm

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

Anticipated Litigation

Conference with legal counsel pursuant to paragraph (2) or (3) of Subdivision (d) of Government Code 54956.9
Number of Cases: Three

Existing Litigation

Conference with legal counsel, pursuant to paragraph (1) of subdivision (d) of Government Code 54956.9
Number of Cases: Two
SS-16-17-20
SS-16-17-21

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

Conference with Labor Negotiator

District Negotiator: Dr. Dale Marsden, Superintendent
Unrepresented Employees:
Title Deputy Superintendent
Title: Assistant Superintendent, Human Resources
Title: Assistant Superintendent, Educational Services
Title: Assistant Superintendent, Student Services
Title: Chief Business Officer

Public Employee Appointment

Public Employee Discipline/Dismissal/Release

Student Matters/Discipline

SESSION TWELVE

12.0 *Action Reported from Closed Session*

10:30 pm

**12.1 Consideration of Issuing a Notice of Intent to Revoke to Center for Learning and Unlimited Educational Success and Notice of Facts in Support of Revocation
(Prepared by Educational Services)**

The District Board will consider the written response submitted on March 8, 2017, by the Center for Learning and Unlimited Educational Success addressing each item identified in the previously issued Notice of Violation and will take comments from representatives of the Charter School and the Public.

The Board will take action to approve or deny a motion to continue the revocation process of the charter school and issue a Notice of Intent to Revoke Center for Learning and Unlimited Educational Success and Notice of Facts in Support of Revocation.

It is recommended that one of the following resolutions be adopted:

BE IT RESOLVED that the Board of Education approves a motion to continue the revocation process of the charter school and issue a Notice of Intent to Revoke the Center for Learning and Unlimited Educational Success and Notice of Facts in Support of Revocation.

OR

BE IT RESOLVED that the Board of Education denies a motion to continue the revocation process of the charter school and issue a Notice of Intent to the Revoke Center for Learning and Unlimited Educational Success and Notice of Facts in Support of Revocation.

SESSION THIRTEEN

13.0 *Adjournment*

10:35 pm

At the May 17, 2016 Board Meeting, the 2016-17 Board of Education Meet Calendar was adopted. The next regular meeting of the Board of Education of the San Bernardino City Unified School District will be held on Tuesday, April 18, 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:

Board of Education Meeting
April 4, 2017

Affirmative Action Office
777 North F Street
San Bernardino, CA 92410
(909) 381-1122
(909) 381-1121 fax
Office Hours: Monday - 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: March 31, 2017