

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

**Regular Meeting of the Board of Education
Multi-Purpose Room
Indian Springs High School
650 N. Del Rosa Dr.
San Bernardino, California**

DR. BARBARA FLORES
Board Member



MICHAEL J. GALLO
Board Member

ABIGAIL MEDINA
President

KRISTIAN BACARRO
Student Board Member

DR. MARGARET HILL
Board Member

GWENDOLYN RODGERS
Vice President

ISABEL CHOLBI
Student Board Member

DANNY TILLMAN
Board Member

DALE MARSDEN, Ed.D.
Superintendent

DANIELLE QUEZADA
Student Board Member

SCOTT WYATT, Ed.D.
Board Member

Board Meetings are streamed live at <https://www.youtube.com/user/SanBdoCitySchools/>

April 3, 2018

Estimated Times

SESSION ONE

1.0 ***Opening*** **5:30 pm**

1.1 Call to Order

1.2 Pledge of Allegiance to the Flag

1.3 Adoption of Agenda

SESSION TWO

2.0 ***Special Presentation(s)*** **5:35 pm**

2.1 Special Recognition – Principal Elizabeth Cochrane-Benoit

2.2 Recognition of Cinco de Mayo

2.3 Recognition of Day of the Teacher

2.4 Recognition of National School Nurse Day

2.5 Resolution in Support of Federal Gun Control Action and School Safety

2.6 Resolution in Support of Apportioning \$3.0 Billion in 2018-2019 from Proposition 51 School Facilities Funds

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

SESSION THREE

3.0 *Student Achievement* **5:40 pm**

3.1 *Key Performance Indicator:*
English Learner Progress Indicator/Reclassification and the Multilingual Initiative

SESSION FOUR

4.0 *Student Board Members' Comments* **6:45 pm**

SESSION FIVE

5.0 *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.

SESSION SIX

6.0 *Reports and Comments* **8:00 pm**

- 6.1 Report by San Bernardino Teachers Association
- 6.2 Report by California School Employees Association
- 6.3 Report by Communications Workers of America
- 6.4 Report by San Bernardino School Police Officers Association
- 6.5 Comments by Board Members
- 6.6 Comments by Superintendent and Staff Members

SESSION SEVEN

7.0 *Consent Calendar* **8:45 pm**
(When considered as a group, unanimous approval is advised.)

BOARD OF EDUCATION

7.1 Approval of Minutes

DEPUTY SUPERINTENDENT

7.2 Rescission of the Agreement with Michael J. O'Day and Associates, Victorville, CA, to Provide Background Investigations for School Police Employee Candidates

BUSINESS SERVICES

- 7.3 Acceptance of Gifts and Donations to the District
- 7.4 Cafeteria Warrant Register, February 1 – 28, 2018
- 7.5 Commercial Warrant Register for Period February 16 - 28, 2018
- 7.6 Master Agreement with Coast 2 Coast Coaching dba Sports for Learning, Long Beach, CA, to Provide a STEM and Soccer Program to District Students
- 7.7 Master Facilities Use Agreement with Pali Institute, Running Springs, CA, for the Use of the Pali Institute's Outdoor Education Program
- 7.8 Notice of Completion, Piggyback of Bid No. 14/15-3, Provide and Install DSA-Approved Portable Buildings, Awarded to Silver Creek Industries, Inc. by Chula Vista Elementary School District
- 7.9 Ratification of Approved Change Orders from February 1 – 28, 2018
- 7.10 Sponsorship with the National Orange Show, San Bernardino, CA, for District Students to Participate in the 69th Annual All-California Juried Art Exhibit

EDUCATIONAL SERVICES

- 7.11 Agreement and Payment for Course of Study Activities - Educational Services
- 7.12 Business and Inservice Meetings - Educational Services

HUMAN RESOURCES

- 7.13 Ratification of Business and Inservice Meeting - Human Resources
- 7.14 Ratification of the Agreement with DB Project Management and Event Consulting, LLC, Corona, CA, to Perform Project Management Services

STUDENT SERVICES

- 7.15 Agreement with Martha Ruiz-Shank, Psy.D, Redlands, CA, to Provide Group Therapy to District Parents
- 7.16 Agreement with School Services of California, Inc., Sacramento, CA, to Conduct an Organizational Review of the District's Youth Services Department
- 7.17 Business and Inservice Meetings - Student Services
- 7.18 Memorandum of Understanding with Hazel Health Services, San Francisco, CA, to Provide Health Care Services to Muscoy Elementary School Students
- 7.19 Payment for Services Rendered by Non-Classified Experts and Organizations – Student Services
- 7.20 Ratification and Approval of Payment for Course of Study Activities - Student Services
- 7.21 Ratification of the Agreement with Child Care Resource Center, Chatsworth, CA, for Participation in the Quality Start San Bernardino Program
- 7.22 Expulsion of Student(s)

Board of Education Meeting
April 3, 2018

- 7.23 Student(s) Recommended for Suspension or Expulsion (Excluding Mandatory Offenses), but Remanded to Youth Court for Other Means of Correction.
- 7.24 Student(s) Recommended for Suspension, but Remanded Back to School Sites or had Suspensions Reduced, Due to Errors of Due Process, Lack of Evidence, and/or Availability of Other Means of Correction
- 7.25 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
- 7.26 Petition to Expunge, Rescind, or Modify Youth Court or Expulsion

SESSION EIGHT

8.0 *Action Items* **8:50 pm**

- 8.1 Personnel Report #17, Dated April 3, 2018
- 8.2 Approval of Transportation and Cell Phone Allowances for the Directors of Communications/Community Relations and School Police
- 8.3 Approval of the Amendment of the Special Education Memorandum of Understanding Governing Special Education Between San Bernardino City Unified School District and Ballington Academy for the Arts and Sciences – San Bernardino

SESSION NINE

9.0 *Closed Session* **8:55 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: One

Existing Litigation

Conference with legal counsel, pursuant to paragraph (1) of subdivision (d) of Government Code 54956.9

Number of Cases:

Conference with Labor Negotiator

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

Public Employee Appointment

Public Employee Discipline/Dismissal/Release

Student Matters/Discipline

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SESSION TEN

10.0 *Action Reported from Closed Session*

9:25 pm

SESSION ELEVEN

11.0 *Adjournment*

9:30 pm

At the May 16, 2017 Board Meeting, the 2017-18 Board of Education Meeting 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 17, 2018 at 5:30 p.m. in the **Multi-Purpose Room, Indian Springs High School, 650 N. Del Rosa, CA, 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 30, 2018

Board of Education Meeting
April 3, 2018

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

**Regular Meeting of the Board of Education
Multi-Purpose Room
Indian Springs High School
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San Bernardino, California**

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April 3, 2018

Estimated Times

SESSION ONE

- | | | |
|------------|---|----------------|
| 1.0 | <i>Opening</i> | 5:30 pm |
| 1.1 | <u>Call to Order</u> | |
| 1.2 | <u>Pledge of Allegiance to the Flag</u> | |
| 1.3 | <u>Adoption of Agenda</u> | |

SESSION TWO

- | | | |
|------------|--|----------------|
| 2.0 | <i>Special Presentation(s)</i> | 5:35 pm |
| 2.1 | <u>Special Recognition – Principal Elizabeth Cochrane-Benoit</u>
(Prepared by Communications/Community Relations) | |

The Board will recognize Norton Elementary School Principal Elizabeth Cochrane-Benoit on receiving the Sister Thea Bowman Leadership and Service Award from the Knights of Peter Claver Ladies Auxiliary.

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

2.2 Recognition of Cinco de Mayo
(Prepared by Communications/Community Relations)

WHEREAS the date May 5, 1862, marks a vital and significant time in the battle for Mexican independence; and

WHEREAS promoting knowledge of the importance and meaning of this date, *Cinco de Mayo*, is necessary so that our students know about the bravery and courage displayed by the Mexican people in their struggle for independence; and

WHEREAS all students in our community need to be aware of Mexican history and how it affects the Mexican people north of the United States/Mexico border, as well as south of the border;

THEREFORE, BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District declares that schools in the District acknowledge the historical importance and heroism commemorated in the celebration of *Cinco de Mayo* and further that schools recognize the impact of Mexican culture and tradition on the history and friendship between Mexico and the United States.

2.3 Recognition of Day of the Teacher
(Prepared by Communications/Community Relations)

WHEREAS the Board of Education of the San Bernardino City Unified School District is honored each year to participate with other school districts in California in declaring a day to celebrate teachers; and

WHEREAS May 9, 2018, has been designated The Day of the Teacher in California, honoring the thousands of women and men who have chosen the education profession and who are building exemplary careers in this field; and

WHEREAS additionally, May 11, 2018, has been chosen as the day to honor teachers in the San Bernardino City Unified School District, who are second-to-none in their chosen profession;

THEREFORE, BE IT RESOLVED that the members of the Board of Education of the San Bernardino City Unified School District take this opportunity to express their gratitude and appreciation to the teachers of the District for their service, dedication, and professional excellence in providing quality education to every student in this school system; and

BE IT FURTHER RESOLVED that May 11, 2018, be declared a day to honor and express appreciation to all members of the teaching staff of District schools.

2.4 Recognition of National School Nurse Day
(Prepared by Communications/Community Relations)

WHEREAS the Board of Education of the San Bernardino City Unified School District wishes to acknowledge the important role played by school nurses in providing quality care to students and joins school districts in California and across the U.S. in recognizing May 9, 2018, as National School Nurse Day; and

WHEREAS the District is fortunate to have 22 school nurses who work as a team to provide mandated vision and hearing screenings, as well as dental and scoliosis screenings for students; conduct more than 1,000 health assessments annually; and provide hundreds of medical treatments for children with special medical needs; and

WHEREAS students' attendance and academic achievement benefit significantly from having a school nurse, and schools and communities benefit greatly from the expertise and guidance of school nurses on issues such as infectious disease prevention and control;

THEREFORE, BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District does take this opportunity to celebrate and acknowledge the accomplishments of school nurses and recognize May 9, 2018, as National School Nurse Day.

2.5 Resolution in Support of Federal Gun Control Action and School Safety
(Prepared by Communications/Community Relations)

WHEREAS senseless and tragic mass shootings at schools and other places clearly demonstrate gun-related violence can occur any place at any time; and

WHEREAS the crisis of gun violence in our country requires a coordinated and collaborative effort involving entire communities, elected officials, law enforcement, and the entire justice system; and

WHEREAS San Bernardino educators do not support the arming of educators in schools and instead believe our schools should be armed with increased counseling, mental health support, restorative justice, nursing, and trauma informed care.

THEREFORE, BE IT RESOLVED, that the Board of Education of the San Bernardino City Unified School District joins the San Bernardino Teachers Association in demanding action from our State and Federal representatives to reinstate the assault weapon ban and adopt stricter controls governing the sale, transfer, possession, manufacturing, and distribution of all firearms, dangerous weapons, and ammunition.

BE IT FURTHERE RESOLVED, that Board of Education of the San Bernardino City

Unified School District supports students' and educators' rights to free speech to be able to stand up against gun violence and for school safety, and we are committed to supporting National Day of Action Against Gun Violence in Schools activities on April 20, 2018.

2.6 Resolution in Support of Apportioning \$3.0 Billion in 2018-2019 from Proposition 51 School Facilities Funds
(Prepared by Facilities/Operations)

WHEREAS, Article IX Section 5 of the California Constitution finds public education is a State responsibility; and

WHEREAS, Article 1 Section 28 of the California Constitution states that public schools shall be safe, secure and peaceful; and

WHEREAS, the voters of the State of California have, since 1982, consistently approved statewide school construction and modernization bond measures to provide resources through programs contained in the Lease-Purchase Program and School Facility Program, Title 1, Division 1, Part 10, Chapters 12 and 12.5 of the Education Code; and

WHEREAS, on November 8, 2016, voters of California passed Proposition 51 that authorized the State of California to sell \$9.0 billion worth of statewide school facilities bonds; and

WHEREAS, state school construction and modernization bond funds, as authorized by Proposition 51, are matched with funds provided by local communities through the passage of local bonds and developers fees; and

WHEREAS, as of December 5, 2017, there was a more than \$3.2 billion backlog in project applications filed by school districts seeking matching state bond funds; and

WHEREAS, many school districts that filed their School Facility Program grant fund applications back in 2013 and are still waiting on state funding to pay for school construction projects; and

WHEREAS, it has been more than one year since voters approved \$7.0 billion for K-12 state school bonds in Proposition 51, and only approximately \$600 million of K-12 Proposition 51 funds will be sold in 2017-18; and

WHEREAS, this current pace of school bond sales does not meet the \$3.2 billion backlog of submitted applications by school districts across the state; and

WHEREAS, an average of more than 90% of previous statewide school bond funds were committed within four (4) years of the measure's passage; and

WHEREAS, at the current pace of state school bond sales, it will be almost a decade before 90% of Proposition 51 K-12 funds will be committed; and

WHEREAS, school districts face rising construction cost inflation the longer the state delays bond sales to fund the submitted applications backlog, resulting in fewer students having access to new and renovated classrooms from Proposition 51; and

WHEREAS, the federal government is increasing interest rates resulting in taxpayers having to pay higher interest costs for school bonds the longer the state delays bond sales; and

WHEREAS, Proposition 98 and the new Local Control Funding Formula are intended to improve educational achievement for all students but do not provide dedicated facilities funding; and

WHEREAS, research demonstrates that quality school facilities have a positive impact on student academic performance, attendance and teacher job satisfaction; and

WHEREAS, the Coalition for Adequate School Housing proposes \$3.0 billion in Proposition 51 bond sales in 2018-19 to meet most of the \$3.2 billion application backlog as of December 2017, so that school districts receive the resources voters promised to adequately serve students, families and their communities;

THEREFORE, BE IT RESOLVED that the Board of Education calls on the State of California to process and apportion \$3.0 billion in application backlog by December 31, 2018 and sell \$3.0 billion in Proposition 51 state school bonds during 2018-19 to honor the will of California voters.

BE IT FURTHER RESOLVED that the Board of Education adopts the resolution this April 3, 2018.

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

SESSION THREE

3.0 *Student Achievement*

5:40 pm

3.1 *Key Performance Indicator:* **English Learner Progress Indicator/Reclassification and the Multilingual Initiative** (Prepared by Educational Services)

Educational Services Assistant Superintendent, Kennon Mitchell and staff will present information on the English Learner Progress Indicator (ELPI)/Reclassification and the Multilingual Initiative.

SESSION SEVEN

7.0 *Consent Calendar*

8:45 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

7.1 Approval of Minutes

(Prepared by Superintendent's Office)

BE IT RESOLVED that the Minutes of the Board of Education Meeting held on February 20, 2018 be approved as presented.

DEPUTY SUPERINTENDENT

7.2 Rescission of the Agreement with Michael J. O'Day and Associates, Victorville, CA, to Provide Background Investigations for School Police Employee Candidates

(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves rescission of the agreement with Michael J. O'Day and Associates, Victorville, CA, approved on June 27, 2017, Agenda Item No. 10.7. The agreement is being rescinded due to Mr. O' Day's passing in January.

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

Requester: Chief of Police, District Police

Approver: Deputy Superintendent

BUSINESS SERVICES

7.3 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:

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SITE	DONOR	DONATION AND PURPOSE	AMOUNT
Arrowview Middle School	Scholarship America, Saint Peter, MN	To support field trip grant program	\$700.00
Cajon High School	Jenco Productions, Inc., San Bernardino, CA	To support the softball program	\$1,150.00
Arroyo Valley High School	So Cal Industries, City of Industry, CA	To support the softball program	\$500.00
San Gorgonio High School	Cherry Hart, Highland, CA	To sponsor the baseball team	\$100.00
San Gorgonio High School	Steve Hardin, Highland, CA	To sponsor the baseball team	\$100.00
San Gorgonio High School	Maria Moreno, Highland, CA	To sponsor the baseball team	\$150.00
San Gorgonio High School	Knapp & Associates, Inc., San Bernardino, CA	To sponsor the baseball team	\$100.00
San Gorgonio High School	Astuti and Marcello Sekewael, Loma Linda, CA	To sponsor the baseball team	\$100.00
San Gorgonio High School	Kelly and Harold Vollkommer, Highland, CA	To sponsor the baseball team	\$500.00
San Gorgonio High School	Augustin Engine Service, Highland, CA	To sponsor the baseball team	\$100.00
San Gorgonio High School	Two Guys Pasta & Pizza, Highland, CA	To sponsor the baseball team	\$250.00
Richardson Prep Hi School	D'Addario Foundation, Farmingdale, NY	To sponsor the Teen Music Workshop classes and events	\$2,000.00
Emmerton PTO Elementary School	Life Center Church, San Bernardino, CA	To sponsor the 3 rd grade Disneyland field trip	\$803.00
Salinas Elementary School	Read-A-Thon, Mansfield, TX	To support field trips and school spirit activities	\$3,131.83
Accountability & Educational Technology	California Emerging Technology Fund/School2Home, San Francisco, CA	To support the 1:1 Middle School implementation at Arrowview, Curtis, Del Vallejo, Golden Valley, and Serrano middle schools	\$25,000.00

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

7.4 Cafeteria Warrant Register, February 1 – 28, 2018
(Prepared by Business Services)

BE IT RESOLVED that the Cafeteria Warrant Register for period February 1 - 28, 2018, be ratified and/or approved.

Requester: Director, Nutrition Services
Approved: Chief Business Officer, Business Services

7.5 Commercial Warrant Register for Period February 16 - 28, 2018
(Prepared by Business Services)

BE IT RESOLVED that the Commercial Warrant Register for period February 16 - 28, 2018, be ratified and/or approved.

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

7.6 Master Agreement with Coast 2 Coast Coaching dba Sports for Learning, Long Beach, CA, to Provide a STEM and Soccer Program to District Students
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into a master agreement with Coast 2 Coast Coaching dba Sports for Learning, Long Beach, CA, to provide a STEM and Soccer Program to District students, effective April 12, 2018 – June 30, 2023. The program will increase students' interest in STEM, decrease disciplinary issues, increase average daily attendance, provide college coaches as role models, contribute to a positive school climate, and improve physical activity. The cost per session is \$90.00 and each session can serve up to 25 students. The price per student can vary from \$1.80 to \$1.90 for 15 or 20 weeks of sessions serving 360 to 600 students per week. The program can be provided during lunch recess or after school. The costs will be paid from various school sites' budgets.

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

Requester: Director, Purchasing Department
Approver: Chief Business Officer, Business Services

7.7 Master Facilities Use Agreement with Pali Institute, Running Springs, CA, for the Use of the Pali Institute's Outdoor Education Program
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into a master facilities use agreement with Pali Institute, Running Springs, CA, for the use of the Pali Institute's Outdoor Education Program by various District school sites, effective April 4, 2018 – June 30, 2023. Through Pali Institute's innovative curriculum and professional outdoor staff, students and staff will experience the thrill of seeing, touching and learning about the world around them. The cost per student to participate is \$89.00 and the cost per teacher to participate is \$44.50. The costs will be paid from various school sites' budgets.

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

Requester: Director, Purchasing Department

Approver: Chief Business Officer, Business Services

7.8 Notice of Completion, Piggyback of Bid No. 14/15-3, Provide and Install DSA-Approved Portable Buildings, Awarded to Silver Creek Industries, Inc. by Chula Vista Elementary School District
(Prepared by Facilities/Operations)

BE IT RESOLVED that the Board of Education authorizes filing a Notice of Completion for Piggyback of Bid No. 14/15-3, Provide and Install DSA-Approved Portable Buildings, awarded to Silver Creek Industries, Inc., Perris, CA, by Chula Vista Elementary School District, for the purchase of DSA-approved portable buildings for the Athletic Complex Upgrade projects at Cajon, Pacific and San Bernardino high schools for the work completed by the Contractor listed below.

Silver Creek Industries, Inc.
2830 Barrett Avenue
Perris, CA 92571

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

Requester: Director, Facilities Planning and Development

Approver: Chief Business Officer, Business Services

7.9 Ratification of Approved Change Orders from February 1 – 28, 2018
(Prepared by Facilities/Operations)

BE IT RESOLVED that the Board of Education approves ratification of the District approved change orders from February 1 – 28, 2018 for the District construction projects:

Bid No. F17-03, Athletic Complex Upgrades at Pacific and San Bernardino HS
Bid No. F17-07R, Professional Development Center Phase 2 Rebid

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

7.10 Sponsorship with the National Orange Show, San Bernardino, CA, for District Students to Participate in the 69th Annual All-California Juried Art Exhibit
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the sponsorship with the National Orange Show, San Bernardino, CA, for District students to participate in the 69th Annual All-California Juried Art Exhibit, effective April 4 – May 6, 2018. District students may submit all types of artwork including painting, drawing, pastel, mixed media, collage, photography, and sculptures. The sponsorship, not to exceed \$5,000.00, will be paid from the Unrestricted General Fund – Business Services Division, Account No. 068.

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

Requester/Approver: Chief Business Officer, Business Services

EDUCATIONAL SERVICES

7.11 Agreement and 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 enter into an agreement to utilize Prismatic Magic LLC, Fort Worth, TX, for a Spring Jam Spectacular (laser light show) assembly to 150 Kindergarten - fifth grade CAPS students on April 17, 2018. This assembly is an opportunity for students to learn about new visual technology, pop culture, and interpretation of lyrical music. The total cost, not to exceed \$745.00, will be paid from Lincoln Elementary School CAPS Account No. 459. **Requester: Site**

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

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

Lytle Creek Elementary School requests Board of Education approval to utilize the Aquarium of the Pacific, Long Beach, CA, for an Aquarium on Wheels assembly to 180 Kindergarten - sixth grade CAPS students on April 18, 2018. This assembly is to allow students to discover and explore the different regions of the Pacific Ocean. Students will learn about the importance of animal adaptations and have hands-on experience to improve the ability to conduct research and complete projects. The total cost, not to exceed \$825.00, will be paid from Lytle Creek CAPS Account No. 459. **Requester: Site**

Requester: Principal, Lytle Creek Elementary School
Approver: Assistant Superintendent, Educational Services

7.12 Business and Inservice Meetings - Educational Services
(Prepared by Business Services)

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

To attend the Oakland Unified School District's Office of Equity 2018 African American Male Achievement Spring Symposium, April 12 -14, 2018 in Oakland, CA. The total cost, including meals and mileage per District guidelines, not to exceed \$11,762.00, will be paid from the Department of Equity and Targeted Student Achievement Account No. 243.

Hardy Brown Jr. Sam Casey A. Majadi Dina Walker (Community Partners)

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

HUMAN RESOURCES

7.13 Ratification of Business and Inservice Meeting - Human Resources
(Prepared by Business Services)

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

To attend the California Association of African American Superintendents and Administrators (CAAASA) 2018 Statewide Professional Development Summit, March

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14 - 16, 2018 in Sacramento, CA. The total cost, including meals and mileage per District guidelines, not to exceed \$3,650.00, will be paid from Cajon High School Title 1 Account No. 501. **Requester: Site**

Lin Berrie (Parent Representative, Cajon High School)

Sybil Giles (Parent Representative/Substitute Teacher, Cajon High School)

Requester: Principal, Cajon High School

Approver: Assistant Superintendent, Human Resources

- 7.14 Ratification of the Agreement with DB Project Management and Event Consulting, LLC, Corona, CA, to Perform Project Management Services
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratification of the agreement with DB Project Management and Event Consulting, LLC, Corona, CA, to perform project management services to North Park Elementary School, effective February 1 – June 30, 2018. DB Project Management and Event Consulting, LLC will manage all North Park Project teams/stakeholders and provide concise status reports and coordinate with department leads, ensuring clear objectives for all involved, strong collaboration and effective follow-ups. The cost, not to exceed \$14,080.00 payable at the daily rate of \$220.00 for 64 days of services, will be paid from the Unrestricted General Fund – Personnel Services, Account No. 070.

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

Requester/Approver: Assistant Superintendent, Human Resources

STUDENT SERVICES

- 7.15 Agreement with Martha Ruiz-Shank, Psy.D, Redlands, CA, to Provide Group Therapy to District Parents
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Martha Ruiz-Shank, Psy.D, Redlands, CA, to provide group therapy to District parents, effective May 1, 2018 – December 31, 2019. Dr. Ruiz-Shank will provide two (2) short-term therapy groups (6-8 weeks) to groups of women over the age of 18 to target symptoms of anxiety and depression and will include 6-8 clients. Group sessions will be 75-90 minutes in length and will be offered at Dr. Ruiz-Shank's office. **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, Family Engagement Office
Approver: Assistant Superintendent, Student Services

7.16 Agreement with School Services of California, Inc., Sacramento, CA, to Conduct an Organizational Review of the District's Youth Services Department
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with School Services of California, Inc., Sacramento, CA, to conduct an organizational review of the District's Youth Services Department, effective April 4 – October 31, 2018. School Services of California, Inc., will evaluate the effectiveness and efficiency of the current organizational structure of the Youth Services Department and identify ways to better integrate and coordinate administrative functions between the Youth Services Department and other departments and school sites. The cost, not to exceed \$37,500.00 includes travel expenses, shipping, and duplication of materials, 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: Assistant Superintendent, Student Services

7.17 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 a scheduled business and inservice meeting:

To attend the California Association for Bilingual Education (CABE) Parent and Para-Educator Conference, May 9, 2018 in Riverside, CA. The total cost including meals and mileage per District guidelines, not to exceed \$986.40, will be paid from Arroyo Valley High School Account No. 501. **Requested by: Site**

Catalina Castillo Erika Gonzalez Liliana Lamas Analit Mitre
(Parent Representatives, Arroyo Valley High School)

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

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

To attend the California Adult Education Administrators' Association - California Council for Adult Education (CAEAA-CCAEE) State Annual Legislative Day 2018, April 9 - 10, 2018, in Sacramento, CA. The total cost, including meals and mileage per District guidelines, will be sponsored by The California Council for Adult Education. **There is no cost to the District.**

Virginia De Arcos-Cook Joshua Lang
(Adult Student Representatives, Inland Career Education Center)

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

- 7.18 Memorandum of Understanding with Hazel Health Services, San Francisco, CA, to Provide Health Care Services to Muscoy Elementary School Students
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into a memorandum of understanding with Hazel Health Services, San Francisco, CA, to provide health care services for up to 1,000 Muscoy Elementary School students, effective April 4 – December 31, 2018. Hazel Health Services will provide all students who provide consent of their parent or guardian with the opportunity to receive free health care. These services will be provided regardless of students' insurance coverage or immigration status. **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, Student Wellness and Support Services
Approver: Assistant Superintendent, Student Services

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

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

San Diego County Office of Education, North Inland Special Education Local Plan Area, San Diego, CA, to conduct a one-day training to 57 District speech therapists on Communication Severity Scales with a focus on legally defensible reports, service guidelines, exit strategies with clinical judgment severity scales and parent discussion, effective April 11, 2018. A major focus of the training will be systems of exiting students from speech and language services. The cost, not to exceed \$2,000.00 includes

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travel expenses, will be paid from the Restricted General Fund – Special Education – Occupational Therapy, Account No. 823.

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

7.20 Ratification and Approval of Payment for Course of Study Activities - Student Services
(Prepared by Business Services)

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

Muscoy Elementary School requests Board of Education approval to utilize Soren Bennick Productions, Inc., Las Vegas, NV, for a Power of One anti-bullying assembly to 419 third - sixth grade students on February 8, 2018. As a PBiS school their focus is to build a positive and safe culture. This is a continuous effort based on parent requests and Gallup & Panorama surveys. The total cost, not to exceed \$850.00, will be paid from Muscoy Elementary School Account No. 419. **Requester: Site**

Requester: Principal, Muscoy Elementary School
Approver: Assistant Superintendent, Student Services

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

Student Wellness and Support Services requests Board of Education approval to utilize Breaking Barriers United, LLC, Moreno Valley, CA, to conduct six (6) hands-on, 90-minute presentations at the school sites listed below for up to 2,500 sixth - eighth grade students. This initiative workshop is age appropriate and specializes in renewing and restoring the negative outlook that the youth may have towards law enforcement. In addition, time will be allotted for the District's Junior Explorer recruitment in partnership with our District School Police. The total cost, not to exceed \$9,000.00, will be paid from Student Wellness and Support Services Account No. 419.

- Chavez Middle School, May 25, 2018 (7th grade – 2 different times)
- King Middle School, May 17 and May 24, 2018 (7th - 8th grade)
- Rodriguez PREP Academy, April 12 and May 24, 2018 (6th - 8th grade)

Requester: Director, Student Wellness and Support Services
Approver: Assistant Superintendent, Student Services

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

BE IT RESOLVED that the Board of Education approves ratification of the agreement with Child Care Resource Center (CCRC), Chatsworth, CA, for participation in the Quality Start San Bernardino (QSSB) Program, effective January 1 – June 30, 2018. The funding for QSSB shall be used to supplement, not replace, existing efforts and investments to improve qualified child care programs and staff at the local level. Funding will be allocated to meet the requirements of the two funded programs supporting QSSB: First 5 California IMPACT Grant and California State Preschool Program QRIS Block Grant. **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
Approver: Assistant Superintendent, Student Services

Youth Services

7.22 Expulsion of Student(s)
(Prepared by Youth Services)

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

***(S) 11/18/2004 *(S) 01/26/2006**

*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

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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.

(YC) *Youth Court* is a SBCUSD program for youth who have committed education code violations 48900 or 48915 offenses (excluding mandatory offenses) for which they could be given an expulsion, but are instead given the option of appearing before a jury of their peers to explore the factors contributing to the education code violation (s) ensuring that students understand who were impacted by their actions, and what needs to be done to repair the harm caused by their actions as well as to address other contributing factors that led to the decisions made.

7.23 Student(s) Recommended for Suspension or Expulsion (Excluding Mandatory Offenses), but Remanded to Youth Court for Other Means of Correction.
(Prepared by Youth Services)

BE IT RESOLVED that the Board of Education accepts and adopts the recommendation and findings of facts of Youth Services and orders the suspension or 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:

10/19/2002 02/15/2004 10/21/2002 05/20/2005 12/19/2002 01/19/2006
08/26/2001 05/17/2004 02/17/2003 03/16/2006

Education Code Section 48915 (a) states, "Principal or the Superintendent of the schools shall recommend a pupil's expulsion, unless the principal or superintendent finds and so reports in writing to the governing board that expulsion is inappropriate, due to the particular circumstance, which should be set out in the report of the incident". The student(s) identified below were found to have committed a violation of Education Code Section 48900 for which a referral for expulsion is mandated; however, the principal found that due to particular circumstances, expulsion is inappropriate.

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

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

04/02/2003

7.25 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)

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:

01/05/2000 09/04/2003 07/31/2003 07/31/2003 06/07/2006 10/05/2003
12/26/2001 08/31/2005 09/21/2003

7.26 Petition to Expunge, Rescind, or Modify Youth Court or Expulsion
(Prepared by Youth Services)

BE IT RESOLVED that the Board of Education authorizes the expulsion and/or Youth Court modification, expungement or rescinding 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 Education Code Section 48900:

03/15/2001 10/22/2000

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

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

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SESSION EIGHT

8.0 Action Items

8:50 pm

8.1 Personnel Report #17, Dated April 3, 2018
(Prepared by Human Resources)

It is recommended that the following resolution be adopted:

BE IT RESOLVED that Personnel Report #17, dated April 3, 2018, 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.

8.2 Approval of Transportation and Cell Phone Allowances for the Directors of Communications/Community Relations and School Police
(Prepared by the Superintendent)

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education requires both the Director of Communications/Community Relations and Director of School Police to participate in Board of Education meetings and community events throughout the year. They are to have a vehicle and a cell phone available at all times to perform the duties of the positions.

BE IT ALSO RESOLVED that the Board of Education shall provide these positions with a transportation allowance of \$550.00 per month to compensate for the insurance, maintenance, and operations of personal vehicles (if applicable). In addition, a monthly cell phone allowance of \$100 shall be paid in accordance with Board Policy/AR3350.1.

BE IT FURTHER RESOLVED that both the transportation allowances and cell phone allowances be retroactive to July 1, 2017.

Requester/Approver: Superintendent

8.3 Approval of the Amendment of the Special Education Memorandum of Understanding Governing Special Education Between San Bernardino City Unified School District and Ballington Academy for the Arts and Sciences – San Bernardino
(Prepared by Educational Services)

This Special Education Memorandum of Understanding (“MOU” or Agreement) is executed by and between the Board of Trustees of the San Bernardino City Unified School District (“District”) and Volunteers of America, Community Education and Development Corporation (“CEDC”), which is authorized to operate Ballington Academy for the Arts and Sciences – San Bernardino (“Ballington” and/or the “Charter School”) (collectively, “the Parties”).

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

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

I. SPECIAL EDUCATION SERVICES/SECTION 504/ADA:

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

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

D. SECTION 504 AND THE ADA

1. Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act (“Section 504”) and the Americans with Disabilities Act (“ADA”) with respect to eligible students. Should the Charter School be unable to provide the services necessary to comply with the requirements of Section 504, the Charter School may request that the District provide the necessary services at a cost to be negotiated between the District and the Charter School separate from the terms of this MOU and/or the Charter School may contract with outside service providers at the Charter School’s sole expense.
2. The Charter School shall adopt a Section 504 policy, procedure and forms.
3. By September 1 of each year, the Charter School shall designate a Charter School employee responsible for Section 504 compliance and notify the District Special Education Coordinator in writing of the name of the responsible individual. This individual may not be a District Special Education employee.
4. The Charter School shall defend, indemnify, and hold harmless the District and its Board of Trustees, Board members, officers, and administrators, employees, agents, representatives, volunteers, successors, and assigns from and against any and all claims, causes of action, or disputes related to the Charter School’s obligations to comply with Section 504 and the ADA. The Charter School shall bear all financial responsibility for all costs and expenses, including attorney’s fees and costs, associated with any and all claims, causes of action, or disputes against the Charter School and/or the District regarding the Charter School’s compliance with Section 504 and the ADA.

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

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

G. SERVICES

1. The Charter School and the District intend that the Charter School will be treated by the District as any other public school in the District with respect to the provision of special education services, including the

allocation of duties between Charter School staff and resources and District staff and resources.

2. Division and Coordination of Responsibility:

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

3. Identification and Referral:

- a. The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and

implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. The Charter School is solely responsible for obtaining the cumulative files, prior and/or current Individualized Education Programs, and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and utilized, where appropriate.

- b. The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian, if required. The District will consult with the Charter School to facilitate student transitions.
- c. The Charter School agrees to implement a Student Study Team Process (“SST”), a general education function, to monitor and guide referrals for special education and related services (“special education services”). The Charter School agrees that the SST and any interventions prior to a referral for special education services shall be the sole responsibility of the Charter School.

4. Assessment:

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

5. Individualized Education Program:

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

6. Eligibility and Placement:

a. Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include all required representatives of the Charter School (or designees when necessary) and representatives of the District (or designees when necessary). Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education. No pupil with special needs shall be continued in enrollment in the Charter School unless the IEP team determines that the Charter School is an appropriate educational placement, except for such period of time as enrollment at the Charter School constitutes the student's "stay-put placement."

b. The Charter School acknowledges that under the IDEIA, a child shall not be determined to be a child with a disability eligible for special education services if the determinant factor for such determination is due to: (a) a lack of appropriate instruction in reading, including in the essential components of reading instruction as referenced in the IDEA; (b) a lack of instruction in math; or (c) limited English proficiency. (20 U.S.C. § 1414(b)(5)(A-C).)

7. Educational Services and Programs:

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

8. Behavior Emergency Procedures:

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

9. Student Registration/Records/Withdrawal:

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

10. Parent Concerns:

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

11. Complaints:

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

designate the District's Uniform Complaint Procedure officer as the designated official for complaints regarding special education services.

12. Due Process Hearings:

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

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

- d. The District agrees to indemnify, defend, and hold harmless the Charter School and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "Charter School" and "Charter School personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School and/or Charter School Personnel (including but not limited to due process complaints and/or complaints filed with the California Department of Education and the Office for Civil Rights) that may be asserted or claimed by any person or firm, or entity which is due solely to the acts or omissions of the District, its Board of Directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns related to the provision of special education services pursuant to this MOU.

13. SELPA Activities and Meetings:

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

14. School District of Residence:

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

15. SELPA Requirements:

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

16. Contracted Services:

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

H. FUNDING

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

2. School Contribution of Equitable Share of Charter School Funding:
 - a. The District shall calculate the amount of the Charter School's share of the general fund support upon receipt of the certified P2 reporting data. The District shall provide the Charter School with documentation as to the calculation of the Charter School's share of general fund support and allow the Charter School an opportunity to provide input and respond to the calculation prior to invoicing the Charter School for the prior year. The District shall then invoice the Charter School for its share of the general fund support.
 - b. The Charter's "encroachment" shall be estimated during the year using current year projection for Special Education Costs and ADA until official P2 ADA values are published by the California Department of Education.
 - c. The District shall apply, on a monthly basis, any amounts of In Lieu Property Tax apportionment less oversight fees to the Charter's pro-rata share of "encroachment".
 - d. The District will apply monthly In Lieu Property Tax allocations to Charter's "encroachment" and the calculations and balances will be reflected in monthly statements. Any outstanding "encroachment" balances at year end are to be paid in full within 90 days unless negotiated otherwise.
 - e. The District shall be responsible for all costs related to the special education service needs of Charter School students in the same manner as any other students of the District, in accordance with Education Code Section 47646.

I. SPECIAL EDUCATION – DISCIPLINE AND DOCUMENTATION

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

Ballington Academy
c/o Volunteers of America CEDC
3530 Camino Del Rio North
Suite 300
San Diego, CA 91208
(619) 228-2054

San Bernardino City Unified
School District
4030 Georgia Blvd.
San Bernardino, CA 92407
(909) 473-2095

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

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

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

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves the amendment to the Special Education Memorandum of Understanding by and between the San Bernardino City Unified School District and Ballington Academy.

BE IT FURTHER RESOLVED that this represents the full and final agreement between Ballington Academy and the San Bernardino City Unified School District and shall only be modified in writing by the mutual agreement of the parties.

Board of Education Meeting
April 3, 2018

SESSION NINE

9.0 Closed Session **8:55 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: One

Existing Litigation

Conference with legal counsel, pursuant to paragraph (1) of subdivision (d) of Government Code 54956.9

Number of Cases:

Conference with Labor Negotiator

District Negotiator: Perry Wiseman

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

Public Employee Appointment

Public Employee Discipline/Dismissal/Release

Student Matters/Discipline

SESSION TEN

10.0 Action Reported from Closed Session **9:25 pm**

SESSION ELEVEN

11.0 Adjournment **9:30 pm**

At the May 16, 2017 Board Meeting, the 2017-18 Board of Education Meeting 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 17, 2018 at 5:30 p.m. in the **Multi-Purpose Room, Indian Springs High School, 650 N. Del Rosa, CA, 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 3, 2018

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 30, 2018