

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/>

March 20, 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> | |
| 1.4 | <u>Inspirational Message – Gwen Rodgers</u> | |

SESSION TWO

- | | | |
|------------|--|----------------|
| 2.0 | <i>Special Presentation(s)</i> | 5:40 pm |
| 2.1 | <u>District English Learners Advisory Committee (DELAC) Annual Report</u> | |
| 2.2 | <u>Recognition of Adult Education Week</u> | |
| 2.3 | <u>Recognition of Public School Volunteer Week</u> | |
| 2.4 | <u>Recognition of Public Schools Month</u> | |
| 2.5 | <u>Resolution in Support of California High School Voter Education Weeks</u> | |
| 2.6 | <u>Resolution Calling for Full and Fair Funding of California's Public Schools</u> | |

*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* **6:00 pm**
- 3.1 Second Interim Report/Budget and Local Control and Accountability Plan (LCAP) Update

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 prior to the start of the Board Meeting.

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* **9:15 pm**

BOARD OF EDUCATION

- 7.1 Approval of Minutes

BUSINESS SERVICES

- 7.2 Acceptance of Gifts and Donations to the District
- 7.3 Amendment No. 1 to Bid No. 17-08 Plumbing Supplies and Materials
- 7.4 Amendment No. 2 to the Local Agreement for Child Development Services with the California Department of Education, Sacramento, CA, State Preschool Program, Contract No. CSPP-7428
- 7.5 Approval to Sell ORG Modular Structures, Provisional Accelerated Learning Academy
- 7.6 Bid No. 17-10 Pesticides, Herbicides, Fertilizers and Related Supplies and Equipment

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- 7.7 Bid No. F18-02, BOE Building Remodel – Bid Packages 02, 03, 04, 05, 06, 07, 08, 09, & 10
- 7.8 Closure of School Facility Program Projects
- 7.9 Commercial Warrant Register for Period February 1 - 15, 2018
- 7.10 Federal/State/Local District Budgets and Revisions

EDUCATIONAL SERVICES

- 7.11 Agreement and Approval of Payment for Course of Study Activities - Educational Services
- 7.12 Agreement with Catapult Learning West, LLC, Camden, NJ, to Provide Professional Development and Coaching and a STEM Institute to Teachers at Four Non-Public Schools
- 7.13 Agreement with Coast 2 Coast Coaching dba Sports for Learning, Long Beach, CA, to Provide a STEM and Soccer Program for Students at Monterey Elementary School
- 7.14 Agreement with Coast 2 Coast Coaching dba Sports for Learning, Long Beach, CA, to Provide a STEM and Soccer Program for Students at Urbita Elementary School
- 7.15 Amendment No. 2 to the Agreement with Lindsey Gunn, Ph.D., Oxford, MS, to Facilitate a Series of Sessions Designed to Gather Relevant Information from Student Members of the Superintendent’s Student Advisory Council
- 7.16 Amendment to the Business and Inservice Meetings – Educational Services
- 7.17 Extended Field Trip, Indian Springs High School, Every 15 Minutes Program, Loma Linda, CA
- 7.18 Extended Field Trip, Middle College High School, Beautiful Minds Challenge Symposium, Marlboro, VT
- 7.19 Extended Field Trip, Urbita Elementary School, National Energy Education Development Project’s 2018 Youth Energy Conference and Awards, Arlington, VA
- 7.20 Facilities Use Agreement with Inland Empire 66ers Baseball Club of San Bernardino, Inc., CA, for Use of the San Manuel Stadium for the Annual District-Wide Reclassification Ceremony
- 7.21 Payment for Services Rendered by Non-Classified Experts and Organizations – Educational Services
- 7.22 Ratification and Approval of Payment for Course of Study Activity - Educational Services
- 7.23 Ratification of the Agreement with San Bernardino Community College District, San Bernardino, CA, to Provide Opportunities and Services to Students and Staff at Middle College High School
- 7.24 Ratification to the Facilities Use Agreement and Extended Field Trip, Indian Springs High School, Visit to California State University - San Bernardino and AVID Sophomores Leadership Conference, San Bernardino and Running Springs, CA
- 7.25 Request for Proposal (RFP) No. 17-14, Consulting Services – Administrative Coaching for Targeted Support to School Plan (TSSP)

HUMAN RESOURCES

- 7.26 Agreement with Jay Jurkowitz, M.D., Inc., Encino, CA, to Provide Consultation on Fitness for Duty Evaluations
- 7.27 Agreement with the University of La Verne, LaFetra College of Education, La Verne, CA, for Fieldwork and Supervised Teaching Experiences
- 7.28 Extended Field Trip, Cajon High School, California State Thespian Festival 2018, Upland, CA
- 7.29 Extended Field Trip, Kimbark Elementary School, Sea World, San Diego, CA
- 7.30 Ratification and Approval of Payment for Course of Study Activities - Human Resources
- 7.31 Ratification of Agreement and Approval of Payment for Course of Study Activity - Human Resources

STUDENT SERVICES

- 7.32 Adult Education Courses for 2017-2018
- 7.33 Agreement and Payment for Course of Study Activity - Student Services
- 7.34 Agreement with Children's Resources, Inc., Fontana, CA, to Provide a Series of Parent Workshops
- 7.35 Agreement with Coast 2 Coast Coaching dba Sports for Learning, Long Beach, CA, to Provide a STEM and Soccer Program for Students at E. Neal Roberts Elementary School
- 7.36 Agreement with Educational Achievement Services, Inc. Las Vegas, NV, to Provide the Student Leadership Inspired by Consuelo Castillo Kickbusch Program
- 7.37 Amendment No. 1 to the Agreement with Educational Achievement Services, Inc., Las Vegas, NV, to Provide a Comprehensive Parent Leadership Program
- 7.38 Amendment No. 1 to the Facilities Use Agreement with New Hope Missionary Baptist Church, San Bernardino, CA
- 7.39 Consultant Services Agreement with Joyce Lakes, Riverside, CA, to Provide Services to the Staff at the Inland Career Education Center
- 7.40 Facilities Use Agreement with JW Marriott Desert Springs, Palm Desert, CA, for Arroyo Valley High School's 2018 Leadership and Professional Learning Retreat
- 7.41 Physical Education Exemptions
- 7.42 Request to Enter into a Software License Agreement with Siembra Mobile, Inc, Aptos, CA, to Provide Access and use of Education Network
- 7.43 Expulsion of Student(s)
- 7.44 Student(s) Recommended for Suspension or Expulsion (Excluding Mandatory Offenses), but Remanded to Youth Court for Other Means of Correction.
- 7.45 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
- 7.46 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

SESSION EIGHT

- 8.0** *Action Items* **9:20 pm**
- 8.1 Personnel Report #16, Dated March 20, 2018
- 8.2 Approval of the Charter Petition for Savant Preparatory Academy for Business and Adoption of Resolution Effectuating that Action
- 8.3 Approval of the Operational Memorandum of Understanding By and Between San Bernardino City Unified School District and Savant Preparatory Academy of Business
- 8.4 Approval of the Special Education Memorandum of Understanding Governing Special Education Services By and Between San Bernardino City Unified School District and Savant Preparatory Academy of Business
- 8.5 Approval of the Special Education Memorandum of Understanding Governing Special Education Services By and Between San Bernardino City Unified School District and Woodward Leadership Academy
- 8.6 Second Period Interim Financial Report as of January 31, 2018
- 8.7 Board On-Going Initiatives
- 8.8 Board Top 10
- 8.9 Board Follow Up
- 8.10 Future Agenda Items

SESSION NINE

- 9.0** *Closed Session* **9:25 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: One

SS-17-18-05

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

Title: Middle School Vice Principal

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Public Employee Discipline/Dismissal/Release

Student Matters/Discipline

SESSION TEN

10.0 *Action Reported from Closed Session*

9:55 pm

SESSION ELEVEN

11.0 *Adjournment*

10:00 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 3, 2018 at 5:30 p.m. in the **Multi-Purpose Room, Indian Springs High School, 650 N. Del Rosa Dr., 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 16, 2018

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March 20, 2018

**AGENDA FOR THE
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Multi-Purpose Room
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SESSION ONE

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| 1.0 | <i>Opening</i> | 5:30 pm |
| 1.1 | <u>Call to Order</u> | |
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| 1.3 | <u>Adoption of Agenda</u> | |
| 1.4 | <u>Inspirational Message – Gwen Rodgers</u> | |

SESSION TWO

- | | | |
|------------|---|----------------|
| 2.0 | <i>Special Presentation(s)</i> | 5:40 pm |
| 2.1 | <u>District English Learners Advisory Committee (DELAC) Annual Report</u> | |

District English Learners Advisory Committee President, Mrs. Lilia Cisneros, will provide their annual report.

*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 Adult Education Week
(Prepared by Communications/Community Relations)

WHEREAS the Board of Education of the San Bernardino City Unified School District wishes to acknowledge the contributions and vital role the Inland Career Education Center plays in the development of a well-educated and skilled workforce; and

WHEREAS the Board of Education joins others in California in recognizing April 9 through April 13, 2018, as Adult Education Week; and

WHEREAS the former San Bernardino Adult School provides educational support to community members who are completing their high school equivalency requirements and individuals seeking career changes or skill development through career and technical training;

THEREFORE, BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District does take this opportunity to join others in the state in declaring April 9 through April 13, 2018, Adult Education Week.

2.3 Recognition of Public School Volunteer Week
(Prepared by Communications/Community Relations)

WHEREAS the Board of Education of the San Bernardino City Unified School District wishes to acknowledge the role played by volunteers in our schools and joins school districts in California and the U.S. in recognition of Public School Volunteer Week; and

WHEREAS school volunteers have become an integral part of school campuses, handling countless responsibilities from assisting students in classrooms and libraries to mentoring young people who desperately need positive role models;

THEREFORE, BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District does take this opportunity to join others in the state and nation in declaring April 16-20, 2018, as Public School Volunteer Week.

2.4 Recognition of Public Schools Month
(Prepared by Communications/Community Relations)

WHEREAS Public Schools Month has been sponsored and promoted by the Free and Accepted Masons of California since 1920; and

WHEREAS the Board of Education of the San Bernardino City Unified School District joins the Free and Accepted Masons of California in declaring April 2018 as Public Schools Month and recognizing the value of public education in the lives of our citizens; and

WHEREAS with community support throughout California, public schools can bring a variety of educational opportunities into the classroom to benefit all children;

THEREFORE, BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District does declare the month of April to be Public Schools Month and does acknowledge the role of public education in developing students educationally and socially.

2.5 Resolution in Support of California High School Voter Education Weeks
(Prepared by Communications/Community Relations)

WHEREAS the right to vote is a fundamental underpinning of democracy, one that must be personally cherished, practiced, and championed as a civic duty; and

WHEREAS young people play a critical role in our democracy by helping to choose the people who will lead us and by voicing their opinions on the issues that are more important to them; and

WHEREAS focused education, outreach, and registration efforts attract new voters to the process and increase election day turnout, especially among younger voters and the traditionally underrepresented, who bring new life, energy, and perspective to the issues; and

WHEREAS California recently announced the availability of an online tool that allows eligible 16- and 17-year olds to pre-register to vote and then automatically become active voters once they turn 18; and

WHEREAS by reaching out early and often to students, we can help them develop a strong and lasting appreciation for the value of voting; and

WHEREAS students are encouraged to participate in our democracy through civics and education programs that promote voter awareness;

THEREFORE BE IT RESOLVED, that the Board of Education of the San Bernardino City Unified School District declares April 16 - 27, 2018, as High School Voter Education Weeks and encourages schools throughout the District to participate in programs and activities that help register and pre-register eligible students to vote, while encouraging others to become informed citizens committed to being active voters once they reach voting age.

2.6 Resolution Calling for Full and Fair Funding of California's Public Schools
(Prepared by Communications/Community Relations)

WHEREAS California has the sixth largest economy in the world, and despite California's leadership in the global economy, the state falls in the nation's bottom quintile on nearly every measure of public K-12 school funding and school staffing; and

WHEREAS California ranks 45th nationally in the percentage of taxable income spent on education, 41st in per-pupil funding, 45th in pupil-teacher ratios, and 48th in pupil-staff ratios; and

WHEREAS California's investment in public schools is out of alignment with its wealth, its ambitions, its demographics, and the demands of a 21st-century education; and

WHEREAS if California is to close opportunity and achievement gaps and create a public school system that offers consistently high levels of education, the State must provide schools with the resources to meet the needs of their specific populations;

THEREFORE BE IT RESOLVED, that the Board of Education of the San Bernardino City Unified School District urges the State Legislature to fund California public schools at the national average or higher by the year 2020, and at a level that is equal to or above the average of the top 10 states nationally by 2025 and to maintain, at a minimum, this level of funding until otherwise decreed.

SESSION THREE

3.0 *Student Achievement*

6:00 pm

3.1 Second Interim Report/Budget and Local Control and Accountability Plan (LCAP) Update
(Prepared by Business Services)

Jayne Christakos, Chief Business Officer, Business Services will present the 2017-18 Second Interim Report. Kennon Mitchell, Assistant Superintendent, Educational Services will provide an LCAP update.

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” prior to the start of the Board Meeting.

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 by six or more individuals 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 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

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

6.6 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.

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SESSION SEVEN

7.0 Consent Calendar

9:15 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 6, 2018 be approved as presented.

BUSINESS SERVICES

7.2 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	VALUE
Cajon High School	West Valley Water District, Rialto, CA	To support the Auto Shop Club's Solar Boat Challenge	\$2,500.00	
Holcomb Elementary School	Jennifer Cals Southern, San Bernardino, CA	Armstrong flute to support the Music Department		\$500.00
Cajon High School	YourCause, LLC Trustee for Sempra Energy Foundation, Plano, TX	To support the football program	\$500.00	

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

7.3 Amendment No. 1 to Bid No. 17-08 Plumbing Supplies and Materials
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves amending the Agenda Item No. 13.11, approved on December 5, 2017 for Bid No. 17-08 Plumbing Supplies and Material. This amendment is being requested to include Keenan Supply, San Bernardino, CA the second lowest responsive/responsible bidder meeting District specifications. The addition of a second bidder will allow the District the option to procure supplies and materials from two local bidders on an as needed basis. All other terms and conditions contained in the contract, as modified by this contract amendment, shall remain the same.

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

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

7.4 Amendment No. 2 to the Local Agreement for Child Development Services with the California Department of Education, Sacramento, CA, State Preschool Program, Contract No. CSPP-7428
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves amending the local agreement with the California Department of Education, Sacramento, CA, State Preschool Program, approved on June 27, 2017, Agenda Item No. 10.34. The agreement is being amended to increase the Maximum Reimbursable Amount (MRA) from \$9,265,924.00 to \$10,121,402.00. All other terms and conditions remain the same.

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

7.5 Approval to Sell ORG Modular Structures, Provisional Accelerated Learning Academy
(Prepared by Facilities/Operations)

BE IT RESOLVED that the Board of Education approves the sale of two (2) District-owned modular structures from the completed Overcrowding Relief Grant (ORG) projects. The ORG project required them to be removed from their original sites once the permanent structures were built and they can no longer house District students.

These portables were originally approved for sale to Zion Elect Church/Benjamin E. Jones Community Center on January 10, 2017, Agenda Item No. 7.15; however, due to unforeseen circumstances they could not take delivery of the buildings. The sale to

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Provisional Accelerated Learning Academy, San Bernardino, CA, will be for the cost of One Dollar (\$1.00) each to be used as classrooms. Provisional Accelerated Learning Academy, at their expense, will disassemble and transport the modular structures per the District's timeframe and requirements.

Marshall Elementary School	B-11	Serial #'s 27766/27767
Marshall Elementary School	B-12	Serial #'s 27768/27769

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

Requester: Director, Facilities Planning and Development

Approver: Chief Business Officer, Business Services

7.6 Bid No. 17-10 Pesticides, Herbicides, Fertilizers and Related Supplies and Equipment
(Prepared by Business Services)

BE IT RESOLVED that Bid No. 17-10, Pesticides, Herbicides, Fertilizers and Related Supplies and Equipment, was advertised on October 12, 2017 and October 19, 2017, and was opened on October 26, 2017, at 11:00 a.m. be awarded to Crop Production Services and Target Specialty, the two lowest responsive/responsible bidder meeting District specifications to purchase pesticides, herbicides and fertilizer supplies on an as required basis as follows;

<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>	<u>TERMS</u>
Crop Production Services San Jacinto, CA	\$ 88,696.01	Net 30 Days
Site-One San Bernardino, CA	\$467,238.07	Net 30 Days
Target Specialty Products Santa Fe Springs, CA	\$380,807.44	Net 30 Days
Univar ES Riverside, CA	\$104,346.71	Net 30 Days

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 three years total.

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

Requester: Interim Director, Maintenance and Operations

Approver: Chief Business Officer, Business Services

7.7 Bid No. F18-02, BOE Building Remodel – Bid Packages 02, 03, 04, 05, 06, 07, 08, 09, & 10
 (Prepared by Facilities/Operations)

BE IT RESOLVED Bid No. F18-02, BOE Building Remodel - Bid Packages 02, 03, 04, 05, 06, 07, 08, 09, and 10 be awarded to the lowest responsible and responsive bidder meeting the specifications based on the Base Bid plus allowance. The bid was advertised January 18, 2018 and January 25, 2018, in El Chicano, Precinct Reporter and San Bernardino County Sun newspapers. Bids were opened on February 22, 2018 at 10:00 a.m. The cost will be paid from Funds 01.

Contractor	Base Bid + Allowance
Bid Package 02: General Construction	
Spec Construction Company, Inc., Ontario, CA	\$ 1,997,900.00
*Dalke & Sons Construction, Inc., Riverside, CA	\$ 2,141,480.00
Harik Construction, Inc., Glendora, CA	\$ 2,177,000.00
Hamel Construction, Inc. Murrieta, CA	\$ 2,263,008.00
Bid Package 03: Site Work	
Spec Construction Company, Inc., Ontario, CA	\$ 279,045.00
Bid Package 04: Painting	
Painting & Décor, Inc., Orange, CA	\$ 197,900.00
Bid Package 05: Flooring	
Mike’s Custom Flooring, Redlands, CA	\$ 148,884.00
Bid Package 06: Acoustical Ceiling	
CG Acoustics, Inc., Canyon Lake, CA	\$ 341,135.00
Bid Package 07: Doors, Glazing and Hardware	
Spec Construction Company, Inc., Ontario, CA	\$ 498,000.00
McKernan, Inc., Redlands, CA	\$ 597,100.00
Bid Package 08: HVAC	
ACH Mechanical Contractors, Inc., Redlands, CA	\$ 1,357,000.00
Arrowhead Mechanical Inc., dba Arrowhead Sheet Metal, San Bernardino, CA	\$ 1,380,000.00
West-Tech Mechanical, Inc., Montclair, CA	\$ 1,685,000.00
Los Angeles Air Conditioning, Inc., La Verne, CA	\$ 1,751,000.00
Bid Package 09: Plumbing	
Fischer, Inc., San Bernardino, CA	\$ 197,000.00
Verne’s Plumbing, Inc., Buena Park, CA	\$ 256,000.00
Pro-Craft Construction, Inc., Redlands, CA	\$ 292,000.00
Empyrian Plumbing, Inc., Riverside, CA	\$ 684,485.00
Bid Package 10: Electrical and Communications	
R.I.S. Electrical Contractors, Inc., Riverside, CA	\$ 2,047,000.00
F.E.C. Electric, Inc., Redlands, CA	\$ 2,135,000.00
The Mike Cox Electric, Inc., San Bernardino, CA	\$ 2,333,000.00
Budget Electrical Contractors, Inc., San Bernardino, CA	\$ 2,350,000.00

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Golden Phoenix Constriction Co., Inc., Pasadena, CA	\$ 2,459,000.00
Giant Services Inc., Apple Valley, CA	\$ 2,631,000.00

*Bid Withdrawn due to mathematical error

BE IT ALSO RESOLVED the Board of Education awards the Bid Packages.

<u>Contractor</u>	<u>Base Bid + Allowance</u>
BP 02 (General Construction) Spec Construction Co., Inc., Ontario, CA	\$ 1,997,900.00
BP 03 (Site Work) Spec Construction Co., Inc., Ontario, CA	\$ 279,045.00
BP 04 (Painting) Painting & Decor, Inc., Orange, CA	\$ 197,900.00
BP 05 (Flooring) Mike's Custom Flooring, Redlands, CA	\$ 148,884.00
BP 06 (Acoustical Ceiling) CG Acoustics, Inc., Canyon Lake, CA	\$ 341,135.00
BP 07 (Doors, Glazing and Hardware) Spec Construction Co., Inc., Ontario, CA	\$ 498,000.00
BP 08 (HVAC) ACH Mechanical Contractors, Inc., Redlands, CA	\$ 1,357,000.00
BP 09 (Plumbing) Fischer, Inc., San Bernardino, CA	\$ 197,000.00
BP 10 (Electrical and Communications) R.I.S. Electrical Contractors, Inc., Riverside, CA	\$ 2,047,000.00

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to execute and sign said agreements and complete all necessary documents for bids awarded.

Requester: Director, Facilities Planning and Development

Approver: Chief Business Officer, Business Services

7.8 Closure of School Facility Program Projects
 (Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the School Facilities Projects identified be closed to further activity and related Sub Funds in Fund 35. The following Projects have been closed or reduced to costs incurred by the California Department of

General Services, Office of Public School Construction.

<u>Project Number</u>	<u>Fund and Resource</u>	<u>Reason</u>
50/67876-00-084	35-9785 Vermont Elementary School	Completed and Closed
56/67876-00-005	35-9788 Lincoln Elementary School	Completed and Closed
56/67876-00-006	35-9784 Muscoy Elementary School	Completed and Closed
56/67876-00-009	35-9786 Vermont Elementary School	Completed and Closed
56/67876-00-082	35-9783 Muscoy Elementary School	Completed and Closed

Requester: Director, Fiscal Services

Approver: Chief Business Officer, Business Services

7.9 Commercial Warrant Register for Period February 1 - 15, 2018
 (Prepared by Business Services)

BE IT RESOLVED that the Commercial Warrant Register for period February 1 - 15, 2018, be ratified and/or approved.

Requester: Director, Accounting Services

Approver: Chief Business Officer, Business Services

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

BE IT RESOLVED 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
Carl D. Perkins Career and Technical Education Improvement Act of 2006	Restricted	3550	512	01	\$53,631.00
An increase to an existing program will bring the total funding to \$648,020.00					
Fund 12-State Preschool Program-CSPP	Restricted	6105	251/252/367	12	\$855,478.00
An increase to an existing program will bring the total funding to \$10,121,402.00					

Requester: Director, Fiscal Services

Approver: Chief Business Officer, Business Services

EDUCATIONAL SERVICES

7.11 Agreement and Approval of Payment for Course of Study Activities - Educational Services
(Prepared by Business Services)

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

Bradley Elementary School requests Board of Education approval to enter into an agreement to utilize the Orange County Department of Education's (OCDE) Inside the Outdoors Programs, the Traveling Scientist, Costa Mesa, CA, for an assembly to 125, Transitional Kindergarten, Kindergarten, and SDC students on May 4, 2018. This assembly is to provide a hands-on opportunity for students to develop an awareness and appreciation of the sciences through the exploration of the animal kingdom. Students will compare and contrast animals from five animal groups: reptiles, amphibians, arthropods, birds, and mammals. The total cost, not to exceed \$927.50, will be paid from Bradley Elementary School Account No. 501. **Requester: Site**

Bradley 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 65, second grade students on May 17, 2018. This assembly will extend their knowledge of dinosaurs by learning how fossils are formed, the process of excavation, and museum etiquette. Students will have hands on experiences with excavating fossils, as well as creating their own fossils. The total cost, not to exceed \$300.00, will be paid from Bradley Elementary School Account No. 501. **Requester: Site**

Bradley Elementary School requests Board of approval to utilize the Kaiser Permanente Educational Theatre, Pasadena, CA, for a conflict management program presentation to 220, third - fifth grade students on April 10, 2018 and follow-up visits on April 19 - 20, 2018 to work with the students to remember what they had learned at the presentation. This presentation is to deliver the message of 3 steps to managing conflict (Stop, Breathe, Choose) and ties in with our site's PBiS program in teaching students to express feelings in a positive way and helps them practice empathy. There is no cost to the District. **Requester: Site**

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

7.12 Agreement with Catapult Learning West, LLC, Camden, NJ, to Provide Professional Development and Coaching and a STEM Institute to Teachers at Four Non-Public Schools
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Catapult Learning West, LLC, Camden, NJ, to provide two (2) three-hour workshops and six (6) days of follow-up coaching for 30 teachers at the following schools: Aquinas High School, Holy Rosary Academy, Our Lady of the Assumption School, and St. Adelaide Academy. The workshop topics that can be selected are: Marzano's High Yield Strategies, Using Technology to Differentiate Instruction, and Differentiation to Enhance Learning. The price per workshop is \$2,095.00 and the cost per coaching day is \$1,250.00. The total workshop costs for the four schools for two (2) three-hour workshops is \$16,760.00. The total cost for coaching for the four schools for a total of six (6) days of coaching for each school is \$30,000.00 for a total cost of \$46,760.00 for the workshops and coaching.

BE IT ALSO RESOLVED that Catapult Learning West, LLC will also provide a two-day STEM Institute for 75 K-12 teachers at the four non-public schools provided by three presenters per day on the Introduction to STEM & Inquiry-Based Learning (3 hours for Day 1) and Making Inquiry the Focus of Instruction (3 hours for Day 1) and Creating Inquiry-Based Labs (6 hours for Day 2) at a presenter price per day of \$3,995.00 for a total price for the two-day STEM Institute of \$23,970.00. The teachers will also receive STEM Teacher Resource Bags that provide materials and resources that engage educators in strategies they can use to create enriching instructional experiences for their students in STEM disciplines. The cost per STEM Resource Bag is \$110.00 for a total price for 75 teachers of \$8,250.00. The total price for the STEM Institute and STEM Resource Bags is \$32,220.00.

BE IT ALSO RESOLVED both events are effective April 4 – June 30, 2018. The total cost, not to exceed \$78,980.00, will be paid from the Restricted General Fund – Title II, Part A (Teacher Quality), Account No. 536.

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

Requester: Director, Categorical Programs

Approver: Assistant Superintendent, Educational Services

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- 7.13 Agreement with Coast 2 Coast Coaching dba Sports for Learning, Long Beach, CA, to Provide a STEM and Soccer Program for Students at Monterey Elementary School
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Coast 2 Coast Coaching dba Sports for Learning, Long Beach, CA, to provide an after school STEM and Soccer Program for approximately 20 Monterey Elementary School students per session for a 15 week program, three days per week, one hour per session, for a total of 45 sessions at a cost per session of \$100.00, effective March 21 – June 30, 2018. The cost, not to exceed \$4,500.00 will be paid from the Restricted General Fund – After School Education and Safety Program, Account No. 459. **Requester: Site**

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

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

- 7.14 Agreement with Coast 2 Coast Coaching dba Sports for Learning, Long Beach, CA, to Provide a STEM and Soccer Program for 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 dba Sports for Learning, Long Beach, CA, to provide an after school STEM and Soccer Program for approximately 426 Urbita Elementary School students for a 8 week program, one (1) day per week, six (6) hours per day, for a total of 144 sessions at a cost per session of \$90.00, effective April 10 – May 29, 2018. The cost, not to exceed \$12,960.00 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, Urbita Elementary School
Approver: Assistant Superintendent, Educational Services

- 7.15 Amendment No. 2 to the Agreement with Lindsey Gunn, Ph.D., Oxford, MS, to Facilitate a Series of Sessions Designed to Gather Relevant Information from Student Members of the Superintendent's Student Advisory Council
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves amending the agreement with Lindsey Gunn, Ph.D., Oxford, MS, approved on September 19, 2017, Agenda Item No. 11.31. The agreement is being amended to increase the contract amount by \$6,000.00 for an additional day of services, increasing the contract amount from \$30,000.00 to a not to exceed amount of \$36,000.00. The additional cost will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419. All other terms and conditions remain the same.

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

Requester: Director, Categorical Programs

Approver: Assistant Superintendent, Educational Services

- 7.16 Amendment to the Business and Inservice Meetings – Educational Services
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves amending the Board resolution of January 23, 2018, Agenda Item #7.12, for the California Association for Bilingual Education (CABE) 2018 Conference, March 28 – 31, 2018 in Sacramento, CA. The total cost including meals and mileage per District guidelines, increased by \$596.74 for a total not to exceed \$3,000.00, will be paid from Curtis Middle School Account No. 419. This amendment is necessary to increase the total cost due to under estimation in cost.
Requester: Site

Requester: Principal, Curtis Middle School

Approver: Assistant Superintendent, Educational Services

- 7.17 Extended Field Trip, Indian Springs High School, Every 15 Minutes Program, Loma Linda, CA
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the extended field trip for 30 Indian Springs High School students and 3 District employees, to attend the Every 15 Minutes Program retreat, Loma Linda, CA, from March 21 - 22, 2018. This is an educational program designed to teach students the ramifications of driving or getting in the car with somebody who is under the influence of drugs and alcohol and students will experience firsthand the many consequences that come with making poor choices. The 30 students attending have been selected as ambassadors to share their experiences and

educate their classmates. The cost of the trip, not to exceed \$6,000.00, including meals and lodging, will be paid from Indian Springs High School ASB Account. Transportation provided by Durham School Services, not to exceed \$2,000.00, will be paid from Indian Springs High School ASB Account. 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, Indian Springs High School

Approver: Assistant Superintendent, Educational Services

7.18 Extended Field Trip, Middle College High School, Beautiful Minds Challenge Symposium, Marlboro, VT

(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the extended field trip for 7 Middle College High School students and 1 District employee, to attend the Beautiful Minds Challenge Symposium at Marlboro College, Marlboro, VT, March 28 - 31, 2018. As a means to expose students to different scholarship opportunities, students participated in the Beautiful Minds Challenge. This project is covered under AVID Essential 1 in which students are to prepare for college and Essential 7 in which students work within small groups to answer an open-ended prompt. The Beautiful Minds Challenge prompt for 2017 is “Innovative communication unites people. Share your vision.” Students had to interpret what the prompt meant to them and look into an area of need at the school, community, or national level. Marlboro College will arrange and pay for transportation, food, lodging and activities during the symposium for participating students. The cost of the trip for one District employee, not to exceed \$2,000.00, including meals and lodging, will be paid from Middle College High School LCAP Account No. 419. Transportation provided by air, not to exceed \$1,300.00, will be paid from Middle College LCAP Account No. 419. 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, Middle College High School

Approver: Assistant Superintendent, Educational Services

7.19 Extended Field Trip, Urbita Elementary School, National Energy Education Development Project’s 2018 Youth Energy Conference and Awards, Arlington, VA

(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the extended field trip for 1 Urbita Elementary School student and 2 District employees, to attend the National Energy Education Development (NEED) Project’s 2018 Youth Energy Conference and Awards. Arlington, VA from June 20 - 26, 2018. The student will meet other students from around the country that have similar interests in the environment, learn more about energy and be recognized at the youth awards at the Department of the Interior. The cost of the trip, not

to exceed \$4,500.00, including meals and lodging, will be paid from Urbita Elementary School Earthsaver's ASB Account. Transportation provided by air not to exceed \$1,800.00, will be paid from Urbita Elementary School Earthsaver's ASB Account. No student will be denied participation due to financial constraints. Name of the student is on file in the Business Services office. **Requester: Site**

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

- 7.20 Facilities Use Agreement with Inland Empire 66ers Baseball Club of San Bernardino, Inc., CA, for Use of the San Manuel Stadium for the 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 Inland Empire 66ers Baseball Club of San Bernardino, Inc., CA, for use of the San Manuel Stadium and field, video board and 66ers staff to operate, and the concessions stands for the Annual District-Wide Reclassification Ceremony for approximately 5,000 students, parents and District staff, effective April 21, 2018. The cost, not to exceed \$12,000.00 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: Director, English Learner Programs
Approver: Assistant Superintendent, Educational Services

- 7.21 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 non-classified expert:

Get Ahead Writing, Mission Viejo, CA, to provide one (1) site-based professional development for 20 Hunt Elementary School teachers on Direct Instruction of the Common Core State Standards (CCSS) in Writing, effective April 1 – June 30, 2018. The cost, not to exceed \$1,500.00, 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.

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

- 7.22 Ratification and Approval of Payment for Course of Study Activity - Educational Services
(Prepared by Business Services)

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

Lincoln Elementary School requests Board of Education approval to utilize the Aquarium of the Pacific, Long Beach, CA, for an Aquarium on Wheels assembly to 150 Kindergarten - fifth grade CAPS students on March 2, 2018. This assembly will be an educational science experience for all students and offers students hands-on experience with aquatic animals in this interactive exhibit and learn about marine biology, and habitats. Students will also learn about tide pool animal exploration, pacific journeys, and allows them to experience sea animals and observe them in the natural habitat. The total cost, not to exceed \$1,000.00, will be paid from Lincoln Elementary School CAPS Account No. 459.

Requester: Site

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

- 7.23 Ratification of the Agreement with San Bernardino Community College District, San Bernardino, CA, to Provide Opportunities and Services to Students and Staff at Middle College High School
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratifying the agreement with San Bernardino Community College District, San Bernardino, CA, to provide staff development through attendance at conferences and trainings, support specific AVID and student development courses including instructional materials, and student field trips to explore colleges, universities and cultural events, effective February 1 – June 30, 2018. The San Bernardino Community College District will pay Middle College High School's participation costs in the amount of \$12,000.00. **Requester: Site. 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: Principal, Middle College High School
Approver: Assistant Superintendent, Educational Services

- 7.24 Ratification to the Facilities Use Agreement and Extended Field Trip, Indian Springs High School, Visit to California State University - San Bernardino and AVID Sophomores Leadership Conference, San Bernardino and Running Springs, CA
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the ratification of the facilities use agreement and extended field trip for 24 AVID sophomores, 3 District employees and 2 chaperones, to visit California State University in San Bernardino, CA and to attend an AVID Sophomores Leadership Conference at the Pali Mountain Retreat and Conference Center in Running Springs, CA, from March 9 - 11, 2018. Students will demonstrate critical thinking abilities through their proficiency in analyzing and critiquing the informational and public documents provided by the university and retreat center and they will organize and record information they receive and relay it effectively to others in the group. This trip is intended as a supplemental measure to developing the leadership characteristics among our top performing AVID students by increasing their individual confidence and reinforcing the culture of teamwork and leadership. The cost of the trip, not to exceed \$8,228.49, including meals and lodging, will be paid from Indian Springs High School AVID LCAP Account No. 419. Transportation provided by Durham School Services, not to exceed \$814.49, will be paid from Indian Springs High School AVID LCAP Account No. 419. 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, Indian Springs High School
Approver: Assistant Superintendent, Educational Services

- 7.25 Request for Proposal (RFP) No. 17-14, Consulting Services – Administrative Coaching for Targeted Support to School Plan (TSSP)
(Prepared by Business Services)

BE IT RESOLVED that RFP No. 17-14, Consulting Services – Administrative Coaching for Targeted Support to School Plan (TSSP), was advertised on October 12, 2017, and October 19, 2017, and was opened November 2, 2017, at 2:00 p.m. The cost will be paid from the Unrestricted General Fund, Targeted School Support for Progress, Account No. 243.

Proposals were received from 6 firms: American Institute for Research, Washington, DC; Association for Supervision & Curriculum Development, Alexandria, VA; Catapult Learning West, LLC, Camden, NJ; Class Measures, Woburn, MA; NCS Pearson, Inc., Bloomington, MN; Targeted Leadership Consulting, Los Alamitos, CA.

Proposals were evaluated by the selection committee and short listed to 3 firms as follows:

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Bidders	Audit Cost for 14 School Sites	Estimated Cost Leadership & Prof. Development	Total Estimated Cost TSSP Consulting Services
Association for Supervision & Curriculum Development Alexandria, VA	\$370,000.00	\$667,000.000	\$1,037,000.00
Catapult Learning West, LLC Camden, NJ	\$306,450.00	\$1,213,730.00	\$1,520,180.00
NCS Pearson, Inc. Bloomington, MN	\$176,400.00	\$705,285.00	\$881,685.00

BE IT ALSO RESOLVED that the Board of Education approves contract award to Catapult Learning West, LLC, selected the highest ranked firm by the District’s selection committee effective March 21, 2018 - June 30, 2019, at a not to exceed amount of \$495,175.00. Pricing is based on a unit cost as follows:

Catapult Learning			
Services	Unit Cost	Qty	Total Est. Cost
Site Audit			
High Schools (3)	\$ 26,800.00	3	\$ 80,400.00
Middle & Elementary (11)	\$ 20,550.00	11	\$ 226,050.00
Total Cost Audits			\$ 306,450.00

Catapult Learning			
Services	Unit Cost	Qty	Total Est. Cost
Leadership & Professional Development			
Power Clinic			
6 Hrs up to 40 Participants	\$ 3,995.00	1	\$ 3,995.00
Leadership Coaching			
14 Sites	\$ 2,300.00	56	\$ 128,800.00
Professional Development			
6 hours Sessions	\$ 3,995.00	14	\$ 55,930.00
Total Estimated Professional Development Cost			\$ 188,725.00
Total Estimated Audit/Professional Development Cost			\$ 495,175.00

BE IT ALSO RESOLVED that upon completion of the initial audit and board approval the District reserves the right to amend the award to add additional services as follows:

Catapult Learning			
Services	Unit Cost	Qty	Total Est. Cost
Leadership Professional Development	\$ 3,995.00	3	\$ 11,985.00
Leadership Coaching	\$ 2,300.00	140	\$ 322,000.00
Teacher Professional Development	\$ 3,095.00	36	\$ 111,420.00
Teacher Coaching 2 days per site x 14 estimated 600 teachers	\$ 2,300.00	252	\$ 579,600.00
Total Estimated Cost Professional Development			\$ 1,025,005.00

BE IT ALSO RESOLVED that the District reserves the right to extend annually, not to exceed five years total.

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

Requester: Director, Equity & Targeted Student Achievement

Approver: Assistant Superintendent, Educational Services

HUMAN RESOURCES

- 7.26 Agreement with Jay Jurkowitz, M.D., Inc., Encino, CA, to Provide Consultation on Fitness for Duty Evaluations
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Jay Jurkowitz, M.D., Inc., Encino, CA, to provide consultation for fitness for duty evaluations for District employees, effective March 21 – June 30, 2018. The cost, not to exceed \$3,000.00 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: Director, Employee Relations

Approver: Assistant Superintendent, Human Resources

- 7.27 Agreement with the University of La Verne, LaFetra College of Education, La Verne, CA, for Fieldwork and Supervised Teaching Experiences
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with the University of La Verne, LaFetra College of Education, La Verne, CA, for the District to provide fieldwork experiences through directed teaching, practicum experiences and/or fieldwork experiences to students enrolled in the University's undergraduate programs: Liberal Studies and Child Development programs and graduate programs: Multiple and Single Subject Teacher Education program, Educational Specialist program, School Counseling program, School Psychology program, and Administrative Services program, effective July 1, 2018 – June 30, 2023. **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.

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

- 7.28 Extended Field Trip, Cajon High School, California State Thespian Festival 2018, Upland, CA
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the extended field trip for 16 Cajon High School students, 2 District employees and 1 chaperone, to attend the California State Thespian Festival 2018, Upland, CA, from March 29 - 31, 2018. Students will participate in theatre workshops and competition as well as hands-on acting and technical production. This applies to State standards 2.0, Creative Expression, and 5.0 Connections, Relations, and Applications. The cost of the trip, not to exceed \$2,500.00, including meals and lodging, will be paid from Cajon High School ASB Account. Transportation provided by private vehicles at no cost to the District. 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, Cajon High School
Approver: Assistant Superintendent, Human Resources

- 7.29 Extended Field Trip, Kimbark Elementary School, Sea World, San Diego, CA
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the extended field trip for 50 Kimbark Elementary School fourth grade students, 4 District employees and 1 chaperone, to attend Sea World, San Diego, CA, from May 22 – 23, 2018. This overnight trip addresses the Next Generation Science Standards and provides the hands-on learning that will help students better understand ocean ecosystems and conservation. Students will also learn about plant and animal ecology, oceanography, conservation, and life science concepts. The cost of the trip, not to exceed \$15,555.00, including meals and lodging, will be paid from Kimbark Elementary School ASB and Account No. 612. Transportation provided by Durham School Services, not to exceed \$1,100.00, will be paid from Kimbark Elementary School Account No. 612. 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, Kimbark Elementary School
Approver: Assistant Superintendent, Human Resources

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7.30 Ratification and Approval of Payment for Course of Study Activities - Human Resources
(Prepared by Business Services)

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

Bob Holcomb Elementary School requests Board of Education approval to utilize Discovery Cube Orange County, Santa Ana, CA for a Discovery Cube assembly to 180, Kindergarten – sixth grade CAPS students on March 5, 2018. Students will observe the power of electricity during a hair-raising presentation using a Tesla coil and electrostatic generator. This assembly will help reinforce our robotic program for grades 3 – 6. Students in grades Kindergarten – 2 will explore how bubbles work and investigate the properties of bubbles and what keeps them from popping. The total cost, not to exceed \$753.00, will be paid from Bob Holcomb Elementary School CAPS Account No. 459. **Requester: Site**

Requester: Principal, Bob Holcomb Elementary School
Approver: Assistant Superintendent, Human Resources

BE IT ALSO RESOLVED San Geronio High School requests Board of Education approval for Dr. Jason Nam, assistant professor of music in bands and associate director of bands at the Indiana University Jacobs School of Music, for a presentation to approximately 75, ninth - twelfth grade students on February 7, 2018. He will be evaluating and conducting the symphonic band, specifically on their festival music pieces: Joy Revisited, Rain, and Ocean Ridge Rhapsody. He will also be answering student questions on life as a conductor, auditioning into a college school of music, tips to prepare for college auditions, and post-secondary education in general. There is no cost to the District. **Requester: Site**

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

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

Highland-Pacific Elementary School requests Board of Education approval to utilize Pacific Animal Productions, Fallbrook, CA for a Hands on Animals Mixed Species Wildlife Show to 48 Kindergarten students on June 7, 2018. This presentation will provide students to learning about different animals like mammals, reptiles, birds, spiders and their habitats. Students will compare and contrast the animals and habitats. The total cost, not to exceed \$425.00, will be paid from Highland-Pacific Elementary School Account No. 419. **Requester: Site**

Requester: Principal, Highland-Pacific Elementary School
Approver: Assistant Superintendent, Human Resources

7.31 Ratification of Agreement and Approval of Payment for Course of Study Activity -

Human Resources
 (Prepared by Business Services)

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

Bob Holcomb Elementary School requests Board of Education approval to enter into an agreement to utilize Mobile Ed Productions, Inc., Redford, MI for a Sky Dome Planetarium assembly to 180, Kindergarten - sixth grade CAPS students on March 8, 2018. Students will learn how to identify every planet our solar system in dramatic “flights” towards each world and will also be introduced to Greek mythological characters and see how these heroes of the past can be found in the stars. Students will also witness the night sky in different seasons and from different global perspectives. The total cost, not to exceed \$995.00, will be paid from Bob Holcomb Elementary School CAPS Account No. 459.

Requester: Site

Requester: Principal, Bob Holcomb Elementary School

Approver: Assistant Superintendent, Human Resources

STUDENT SERVICES

7.32 Adult Education Courses for 2017-2018
 (Prepared by Student Services)

BE IT RESOLVED that the California Department of Education requires that all course titles for Adult Education programs be approved by the local Board of Education per CAC Title 5, Section 10508. The Inland Career Education Center is thereby authorized to collect attendance for all approved courses. The Adult Education Unit, California Department of Education, has approved the following courses that will be offered by the Inland Career Education Center for the 2017-2018 school year.

Course Number	Course Name	Course Number	Course Name
2102	Basic English	4600	Accounting
2402	Basic Mathematics	4623	Business Technology
9997	Community Access Skills and Functional Academics	4638	Business Communications
9998	Life Skills and Functional Academics	9975	Basic Computer Literacy
2403	Algebra 1	9978	Career Exploration
2816	Art Appreciation	9976	College Exploration
2803	Art History	9995	Government and History (Citizenship Preparation)
2603	Biology	9973	NRS Transition Success
2618	Earth Science	9977	Work Readiness
2701	Economics	9987	Academic ESL
2131	English 10	9980	Advanced ESL

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2132	English 11	9982	Beginning ESL
2133	English 12	9986	ESL MultiLevel
2130	English 9	9981	Intermediate ESL
2198	English Elective	5811	Barbering
2400	General Mathematics	4257	Healthcare Occupations
2535	Health	4258	Healthcare Occupations Supplemental
2621	Life Science	4275	Medical Office
2498	Mathematics Elective	4273	Medical Terminology
2610	Physical Science	4279	Nursing Service
2714	Psychology	4421	Food and Beverage Production and Preparation
2698	Science Elective	4615	Office Systems and Technologies
2798	Social Science Elective	4605	Web Site Development
9969	Test Preparation	5652	Introduction to Automotive
2709	United States History		

BE IT FURTHER RESOLVED that the Board of Education approves course titles for Adult Education programs for the 2017-2018 school year per CAC Title F, Section 10508 as herein presented.

Requester: Coordinator, Health Services
 Approver: Assistant Superintendent, Student Services

7.33 Agreement and Payment for Course of Study Activity - Student Services
 (Prepared by Business Services)

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

Manuel A. Salinas Elementary School requests Board of Education approval to enter into an agreement to utilize Mobile Ed Productions, Inc., Redford, MI, for a Sky Dome Planetarium assembly to 100, Kindergarten - fifth grade CAPS students on April 13, 2018. Students will learn how to identify every planet in our solar system in dramatic “flights” towards each world and will also be introduced to Greek mythological characters and see how these heroes of the past can be found in the stars. Students will also witness the night sky in different seasons and from different global perspectives. The total cost, not to exceed \$705.00, will be paid from Manuel A. Salinas Elementary School CAPS Account No. 459. **Requester: Site**

Requester: Principal, Manuel A. Salinas Elementary School
 Approver: Assistant Superintendent, Student Services

7.34 Agreement with Children’s Resources, Inc., Fontana, CA, to Provide a Series of Parent Workshops
 (Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Children’s Resources, Inc., Fontana, CA, to provide “Lunch and Learn” Parent Series at Bradley, Urbita, Bing Wong, Fairfax Elementary Schools and at Indian Springs Family Engagement Center, effective March 21 – June 30, 2018. Parents will participate in a 40-minute workshop during lunch. The workshops will be offered on three different dates at each of the five sites. Each workshop is \$850.00 for 15 workshops for an estimated 15 to 20 parents per workshop. Through the series of workshops, parents will become knowledgeable about student learning styles, acquire strategies to promote self-esteem and the academic achievement of their children. The cost, not to exceed \$12,750.00, 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: Director, Family Engagement Office
Approver: Assistant Superintendent, Student Services

7.35 Agreement with Coast 2 Coast Coaching dba Sports for Learning, Long Beach, CA, to Provide a STEM and Soccer Program for Students at E. Neal Roberts Elementary School
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Coast 2 Coast Coaching dba Sports for Learning, Long Beach, CA, to provide a lunch recess STEM and Soccer Program for approximately 20 E. Neal Roberts Elementary School students per session for a 12 week program, two (2) days per week for six (6) weeks and three (3) days per week for six (6) other weeks for a total of 60 sessions at a cost per session of \$106.00 and a \$500.00 implementation fee, effective April 2 – June 1, 2018. The cost, not to exceed \$6,860.00, 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, E. Neal Roberts Elementary School
Approver: Assistant Superintendent, Student Services

7.36 Agreement with Educational Achievement Services, Inc. Las Vegas, NV, to Provide the Student Leadership Inspired by Consuelo Castillo Kickbusch Program
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the agreement with Educational Achievement Services, Inc., (EAS), Las Vegas, NV, to provide the Student Leadership Inspired by Consuelo Castillo Kickbusch (SLICK) Program for 100 English learner students, effective April 2 – May 30, 2018. EAS will create and customize five (5) full-day workshops to be delivered by two (2) licensed facilitators. EAS will provide two (2) motivational keynote presentations, provide all training materials, and graduation certificates. The SLICK Program is designed to increase academic excellence through student engagement; provide students with the purpose, tools, and direction necessary to achieve personal and academic success; and produce active student leaders who will serve their families, schools, and communities with distinction and encourage other students to do the same. The cost, not to exceed \$120,000.00 payable at \$200.00 per module (5 modules) per 50 students for two (2) programs including materials and all travel expenses, 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

7.37 Amendment No. 1 to the Agreement with Educational Achievement Services, Inc., Las Vegas, NV, to Provide a Comprehensive Parent Leadership Program
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves amending the agreement with Educational Achievement Services, Inc. (EAS), Las Vegas, NV, approved on October 17, 2017 Agenda No. 6.25. The agreement is being amended to increase the contract amount by \$61,250.00 to include 49 additional participants at the cost per participant of \$1,250.00, increasing the contract amount from \$399,550.00 to a not to exceed annual amount of \$460,800.00. The additional cost will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419. All other terms and conditions remain the same.

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

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- 7.38 Amendment No. 1 to the Facilities Use Agreement with New Hope Missionary Baptist Church, San Bernardino, CA
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves amending the facilities use agreement with New Hope Missionary Baptist Church, San Bernardino, CA, approved on September 5, 2017 Agenda No. 11.43. The agreement is being amended to increase the annual contract amount by \$2,000.00 for CAPS to hold additional meetings, professional developments, and paraprofessional trainings increasing the annual contract amount from \$2,500.00 to a not to exceed annual amount of \$4,500.00. The additional cost will be paid from the Restricted General Fund – After School Education and Safety Program, Account No. 459. All other terms and conditions remain the same.

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

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

- 7.39 Consultant Services Agreement with Joyce Lakes, Riverside, CA, to Provide Services to the Staff at the Inland Career Education Center
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Joyce Lakes, Riverside, CA, to provide 40 hours of consultant services for the Inland Career Education Center's staff and assist with the budget development for 2018-2019, effective April 16 – June 30, 2018. The cost, not to exceed \$2,000.00 payable at \$50.00 per hour, will be paid from the Restricted General Fund – Adult Education, Account No. 130.

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

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

- 7.40 Facilities Use Agreement with JW Marriott Desert Springs, Palm Desert, CA, for Arroyo Valley High School's 2018 Leadership and Professional Learning Retreat
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into a facilities use agreement with JW Marriott Desert Springs, Palm Desert, CA, for Arroyo Valley High School's 2018 Leadership and Professional Learning Retreat, effective May 18-20, 2018. The JW Marriott Desert Springs will provide the following services for 26 staff members:

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Rooms, meeting room, food and beverage, and audio visual equipment and setup. The cost, not to exceed \$35,000.00 will be paid from the Restricted General Fund – Elementary Secondary Education Act Title I, Account No. 501.

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

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

7.41 Physical Education Exemptions
(Prepared by Student Services)

BE IT RESOLVED that the following students whose birth dates are listed below be exempt from physical education requirements and placed in alternative periods of instruction for the 2017/2018 school year:

04/30/2001 12/26/2002

Requester: Coordinator, Health Services
Approver: Assistant Superintendent, Student Services

7.42 Request to Enter into a Software License Agreement with Siembra Mobile, Inc, Aptos, CA, to Provide Access and use of Education Network
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into a software agreement with Siembra Mobile Inc, Aptos, CA, to provide a LinkedIn on-line education network that revolutionizes the college recruiting platform. It will offer a connection of University Recruiters, high school counselors and students who are aspiring for higher education, effective March 21 – June 30, 2018. No cost to 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

Youth Services

7.43 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:

YC *(S) 10/13/2001 (S) 07/08/2001

*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.

(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.

7.44 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:

12/01/2003 07/05/2003 05/22/2004 12/06/2001 07/07/2002 01/15/2004

Education Code Section 48915 (a) states, "Principal or the Superintendent of the schools shall

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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.

- 7.45 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.

02/26/2003

- 7.46 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:

10/22/2003 01/13/1999 05/15/2000 08/23/2000 11/08/2006 01/28/2004
05/22/2003

SESSION EIGHT

8.0 Action Items

9:20 pm

8.1 Personnel Report #16, Dated March 20, 2018
(Prepared by Human Resources)

It is recommended that the following resolution be adopted:

BE IT RESOLVED that Personnel Report #16, dated March 20, 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 the Charter Petition for Savant Preparatory Academy for Business and Adoption of Resolution Effectuating that Action
(Prepared by Educational Services)

WHEREAS, pursuant to Education Code Section 47605 *et seq.*, the Governing Board of ("Board") of the San Bernardino City Unified School District ("District") is required to review and authorize creation and/or renewal of charter schools; and

WHEREAS, on November 13, 2017, the Savant Preparatory Academy of Business ("Savant" or "Charter School") submitted a charter petition and supporting documentation ("Charter") to the District requesting approval of the Charter for a three (3) year term of July 1, 2018 through June 30, 2021; and

WHEREAS, in compliance with California Education Code Sections 47605, the District Board is required to approve or deny the request for charter approval within sixty (60) days of receipt of the petition, unless that timeline is extended for up to thirty (30) additional days by mutual written agreement of the parties, and the parties mutually agreed in writing to extend the timeline for District Board action through and including March 20, 2018; and

WHEREAS, a public hearing on the provisions of the renewal Charter was conducted on February 6, 2018, pursuant to Education Code Section 47605, at which time the District Board considered the level of support for the Charter by teachers employed by the District, other employees of the District, and parents; and

WHEREAS, in reviewing and analyzing the Charter, the District noted some issues and concerns and determined that certain changes and revisions to the Charter were necessary in order to support the requested Charter approval. The District administration worked collaboratively with Savant on resolution of these issues and implementation of the

necessary changes, additions, and revisions and these changes, additions, and revisions have been incorporated into the final Charter; and

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

WHEREAS, the Superintendent and/or his designees, have reviewed the Charter and supporting documentation submitted.

It is recommended that the following resolution be approved:

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS, that the District Board of the San Bernardino City Unified School District finds the above listed recitals to be true and correct and incorporates them herein by this reference.

BE IT FURTHER RESOLVED AND ORDERED that the District Board hereby approves the Charter for a three (3) year term commencing on July 1, 2018 and ending on June 30, 2021. The Charter being approved is attached hereto as Exhibit "A".

BE IT FURTHER RESOLVED AND ORDERED that the Superintendent or designee is authorized and directed to take such other action as may deem warranted to implement this Resolution.

PASSED AND ADOPTED this 20th day of March 2018 by the District Board of the San Bernardino City Unified School District at the regular Board meeting.

8.3 Approval of the Operational Memorandum of Understanding By and Between San Bernardino City Unified School District and Savant Preparatory Academy of Business
(Prepared by Educational Services)

This Memorandum of Understanding ("Agreement") is executed between San Bernardino City Unified School District ("District") and Savant Preparatory Academy Inc., a non-profit public benefit corporation ("SPA"), which is authorized to operate Savant Preparatory Academy of Business ("Savant" or the "Charter School").

RECITALS:

- A. District is a school district existing under the laws of the State of California. SPA is a California nonprofit public benefit corporation that operates Savant, a public charter school existing under the laws of the State of California and under the chartering authority oversight of District. Throughout this MOU, any and all references to Savant and/or the Charter School shall apply with full force and effect to SPA and for all purposes related to this MOU or the operations of Savant shall

be fully obligated to comply with the provisions of this MOU and any attachments, exhibits and/or appendices hereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein.

- B. The District is the authorizing agency of Savant. This Agreement is intended to outline the agreement of Savant and the District governing their respective fiscal and administrative responsibilities, their legal relationships and operation of the Charter School.
- C. Written modifications of this Agreement may be made by mutual agreement as set forth in Section A below. This Agreement was approved by the Board of Education of the District on March 20, 2018 and by the Board of Directors of Savant on _____ and shall be effective upon execution through and including June 30, 2021.
- D. The terms of this Agreement are intended to become part of the conditions, standards and procedures set forth in the Charter document (“Charter”). If the terms of this Agreement conflict with the terms of the Charter, this Agreement shall control the handling or resolution of the particular issue in question. If necessary, the parties will meet to consider the Charter as modified by this Agreement to reach consistency, if the inconsistency is material to the terms of the Charter. In addition, if the Charter, read alone without incorporating this Agreement, is silent on an issue addressed by this Agreement, this Agreement shall control.
- E. Funding
 - 1. The Charter School will be directly funded. Savant is eligible for funding through the Local Control Funding Formula (“LCFF”). Funding will be apportioned by Average Daily Attendance (ADA). The District will be responsible for providing the California Department of Education with all data required for funding. LCFF Funding will not include:
 - a. Programs for which Savant is required to apply separately, such as summer school.
 - b. Special Education programs -- these funds are allocated to District as long as Savant functions as a public school of the District for purposes of special education. Savant understands that this requires it to contribute an equitable share of its LCFF funding to support district-wide special education instruction and services costs, including Savant’s special education costs.
 - c. Economic Impact Aid -- these funds are allocated separately, based on qualifying students.

- d. Lottery funds -- Savant will be funded directly from the State through the District, for its share of these funds. A portion of Lottery Funds must be spent on instruction, as dictated by the State.
2. Savant is eligible for Federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of Savant's students for such funding.
3. Savant may receive funding from new or one-time funding sources available to schools or school districts provided by the State of California to the extent that Savant and its students generate such entitlements. Additionally, Savant may apply for private grants.
4. Grants written by and obtained by Savant will come directly to Savant and not go through the District or be subtracted from the resources the District would otherwise have allocated to Savant
5. In addition to the LCFF Funding specified herein, the parties recognize the authority of Savant to pursue additional sources of funding.
6. If the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of Savant, which it may do in its sole discretion, the District will receive a percentage of such funds to be allocated to Savant. The District will charge the maximum indirect costs as allowed under law or as specified by the specific funding source. Funds shall be allocated to Savant on a prorated basis related to the formula that generates the funds. For example, if funds are generated on a per eligible student basis, they shall be allocated to Savant on a per eligible student basis minus the administration fee (i.e., indirect cost fee) charged by the District.
7. Savant shall cooperate fully with the District in any applications made by the District on behalf of the students of Savant
8. Savant agrees to comply with all applicable laws and regulations related to receipt and expenditures of such funds.
9. The District shall annually transfer to Savant funding in lieu of property taxes in monthly installments on or before the fifteenth (15th) of each month pursuant to Education Code section 47635.
10. Savant agrees that all loans received by Savant shall be the sole responsibility of Savant and the District shall have no obligation for repayment.
11. Savant agrees that all revenue generated by state or federal average daily attendance apportionment by Savant shall only be used to provide educational services and support consistent with its Charter and shall not be used for purposes other than

those set forth in the approved Charter, this Agreement or any authorized amendments. All expenditures shall be in accordance with applicable law.

12. Savant shall not receive a share of additional operational funding pursuant to Education Code section 47636, subdivision (a) unless otherwise agreed by the District.

F. Legal Relationship

1. The Parties recognize that Savant is a separate legal entity that operates Savant under the supervisory oversight of the District.
2. Savant shall be wholly responsible for Savant's operations and shall manage its operations efficiently and economically within the constraints of Savant's annual budget. The District shall not be liable for the debts or obligations of Savant, for claims arising from the debts or obligations of Savant or for claims arising from the performance of acts, errors, or omissions by Savant, and Savant agrees to indemnify the District as described in the approved Savant Charter. This indemnification clause shall survive termination of this Agreement.

Savant shall not have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. Savant shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom Savant enters into an agreement or contract that the obligations of Savant under such agreement or contract are solely the responsibility of Savant and are not the responsibility of the District.

3. SPA and Savant will comply with all applicable state and federal laws, including, without limitation, the Ralph M. Brown Act (Government Code section 54950, *et seq.*), the California Public Records Act (Government Code section 6250, *et seq.*), and conflict of interest laws, including without limitation, the Political Reform Act (Government Code section 87100) and Government Code section 1090, *et seq.*

Savant shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Education Rights and Privacy Act of 1974 (20 U.S.C.A. §1232g), all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. § 6301, *et seq.* as amended by the Every Student Succeeds Act of 2015 (hereinafter the law, state and federal regulations referred to as "ESSA") and agrees to take appropriate remedial action if notified by the State of California of a violation of any of the foregoing.

4. Any complaints or concerns (including complaints filed with OCR, EEOC, or FEHA) received by the District about any aspect of the operation of Savant or about

Savant shall be promptly forwarded by the District to Savant District may request that Savant inform the District of how such concerns or complaints are being addressed, and Savant shall provide such information. Savant shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, section 4600, et seq.

G. Fiscal Relationship

1. Oversight Obligations: District oversight obligations include, but are not necessarily limited to, the following:

- a. Review and revision of this Agreement and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between Savant, Savant, and the District.
- b. Monitoring performance and compliance with the Charter and with applicable laws, including, without limitation, the following:
 - Visiting Savant at least once per year;
 - Ensuring that Savant submits the reports and documents identified in subsection (D)(1)(e) below;
 - Monitoring the fiscal condition of Savant;
 - Notifying the State of California upon the occurrence of any of the events described in Education Code section 47604.32(e).

Savant shall promptly respond to all reasonable inquiries of the District, including, but not limited to, inquiries regarding its financial records.

- c. Any process conducted in compliance with Education Code section 47607 related to the issuance of a notice of violation or other corrective notice related to Savant's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.
- d. Savant may, upon request, process Savant STRS and PERS through the San Bernardino County Office of Education (SBCOE) in accordance with Education Code § 47611.3.
- e. For purposes of fiscal oversight and monitoring by the District, the District requires Savant to provide information and documentation related to its operations. Savant shall provide all information and documentation in the form and at the times specified in and as noted in the annual notice sent by the District to all charter schools. Whether included in these submissions or not, Savant shall provide the District with a copy of the documents, data

and reports listed in subdivisions (A)-(I) below, in the form and at the times specified.

- f. The District shall have full access to all Savant financial records as well as all information provided to any third party charter school finance specialist.

(A) Student Data

Savant shall submit student enrollment projections to the District by June of the preceding school year each year. During the school year, monthly enrollment and ADA reports with respect to Savant shall be provided to the District. Savant shall annually provide the District a list of names and addresses of students enrolled along with the school district of residence of each respective student no later than September 1 of each year.

Savant shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit upon request. Savant shall provide copies of the P-1, P-2, and annual state attendance reports to the District by December 15, April 13, and June 30, respectively, each year. Copies of amended state attendance reports, if any, shall be provided to the District within 3 weeks of discovery of the need for an making such an amendment. In addition, Savant shall provide all necessary information required to be submitted to the California Longitudinal Pupil Achievement Data System (CALPADS) by no later than October 31 of each year. Such reports must be generated using the required Attendance Reporting software. Savant shall ensure that coding of student information conforms to District student information system requirements.

Savant's student discipline policies shall be provided to the District annually, by September 1 of each year, and as updated.

(B) Personnel Data/Credential Data

Actual staffing data shall be provided to the District on an annual basis and prior to commencement of each school year. Teacher credentials, clearances, and permits shall be maintained on file at Savant and shall be subject to periodic inspection by the District. Copies of credentials and a list of teaching/class assignments for each teacher shall be provided to the District by Savant at the commencement of each school year and no later than September 15, and whenever any changes in credentials or assignments occur during the school year, along with written verification by Savant that

credentialing requirements imposed on Savant under ESSA have been met. Savant shall also provide to the District at the commencement of each school year and no later than September 15, all available information to demonstrate compliance with Education Code section 44237 for Savant employees.

(C) Budget/Financial Data

Budget Data:

A preliminary budget shall be provided by Savant to the District for review by no later than July 1 of each year. All key budget variables, including revenue, expenditure, debt, beginning and ending balance variables shall be defined, and the budget shall be accompanied by summary certificated and classified employee salary data, and health benefit plans and policies as supporting documents.

A copy of the adopted budget shall be provided to the District by no later than July 1 of each year. Copies of budget revisions shall be provided to the District within two weeks of revision, upon approval by Savant Board of Directors.

A copy of any revisions to Savant budget guidelines, policies, and internal controls shall be provided to the District within four weeks of adoption of revisions, and then, followed by annual updates.

Cash Flow Data:

District shall be notified at least three weeks in advance of Board of Directors action to incur short or long term debt on behalf of Savant, and financing documents shall be made available for District review upon request.

Financial Data:

Bank account reconciliations for Savant will be the responsibility of Savant.

The First Interim Financial Report shall be provided by Savant to the District by December 15 of each year, and shall reflect changes through October 31; the Second Interim Financial Report shall be provided by Savant to the District by March 15 of each year, and shall reflect changes through January 31.

The Unaudited Actuals Financial Report shall be provided to the District by August 15.

Savant is required to provide the District with written assurances that demonstrate fiscal responsibility and planning in each financial decision over \$100,000, including entering into contracts and loans, within 10 days of entering into such financial commitments.

Financial Audit:

Savant shall provide a copy of Savant's Audited Financial Report to the District, the Riverside County Office of Education, the State Controller, and the California Department of Education by December 15 of each year. Audit exceptions or deficiencies identified in the audit report shall be addressed by Savant through the development of a remediation plan outlining how and when they will be resolved, subject to District approval. The remediation plan will be provided to the District by January 15 of each year or within 4 weeks following the finalization of the Audited Financial Report, whichever is later. Failure to obtain an approved remediation plan will be considered fiscal mismanagement within the meaning of Education Code section 47607(c)(3).

(D) Governance Data/Meeting Information

Copies of meeting agendas for meetings of Savant Board of Directors shall be posted to Savant facility and website at the time they are distributed to the public pursuant to the Brown Act. Copies of meeting minutes shall be posted at the facility and to Savant website within 5 days after their approval by the governing board. Savant shall provide the District with notice of all meetings by providing copies of agendas at the same time the agenda is posted and will provide copies of minutes to the District from each meeting upon approval of same.

Savant shall annually (on or before July 1 of each year) send to the District a list of its directors and officers, and shall notify the District within 30 days of any change in the composition of these directors and officers.

(E) Personnel Policies

A copy of Savant personnel and payroll policies shall be provided upon commencement of the first school year and annually thereafter by September 1.

(F) Risk Management Data

Copies of all policies of insurance and memoranda of coverage shall be provided by Savant Academy to the District bi-annually by no later than two weeks prior to the commencement of each school year and by no later than January 15.

A copy of Savant's Health and Safety Plan shall be provided to the District at least annually no later than two weeks prior to the commencement of school.

(G) Programmatic/Performance Audit

Savant will prepare an annual performance report and shall provide all information necessary to demonstrate that Savant is pursuing adequately and/or meeting the applicable accountability standards described in the ESSA, including adequate yearly progress, if defined by the State of California. The report shall also include: an analysis of whether student performance is meeting the goals specified in the Charter, using data displayed on a school-wide basis and disaggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality; an overview of Savant's admissions practices during the year and data regarding the numbers of students enrolled and the number on waiting lists; analysis of the effectiveness of Savant's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints. The performance audit shall be provided to the District by December 31 of each year.

(H) Instructional Materials

Savant shall provide a list of core instructional materials by grade and content annually, no later than two weeks prior to the commencement of each school year.

(I) Other

Savant shall provide such other documents, data and reports as may be reasonably requested or required by the District or the Riverside County Office of Education.

- g. Data required to be submitted pursuant to this Section shall be submitted in electronic form if requested by the District.
- h. Savant shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. Savant

shall maintain a minimum reserve for economic uncertainties (designated fund balance) that is not less than 3% of year end expenditures of Savant.

2. Oversight Fees. Savant shall pay the District one percent (1%) of Savant revenues to cover the actual cost of oversight. "Savant revenue" means the general purpose entitlement and categorical block grant, as defined in subdivisions (a) and (b) of Section 47632. The District will deduct this amount from the annual in-lieu property tax transfer.
 3. Administrative Services. Savant has the obligation to provide all administrative services necessary to operate Savant. Savant may provide these services directly or may contract with a third party to provide services, including the District. If Savant purchases services from a third party other than the District it shall ensure that the District is able to access all information regarding Savant maintained by the third party service provider. Should Savant desire to purchase administrative or business services from the District, Savant shall request administrative services in writing. If the terms are agreeable to both Parties, the Parties shall execute a contract delineating the agreement. The applicable charge for such services shall be agreed upon by the parties. The hourly charge shall be applied to the preparation of CBEDS reports, budget development services, preparation of balance sheets, profit and loss statements, payroll services and any other services requested by Savant that the District has no legal obligation to provide to Savant. Savant shall have no obligation to pay for services unless agreed to in writing between the Parties.
- H. Student Enrollment/Records/Withdrawal
1. Savant shall utilize Student Enrollment forms that include questions about whether the student is currently receiving or has ever received any type of special services (e.g. special education, IEP, Section 504 plan, accommodation plan), or has been expelled from a school district.
 2. Savant shall use a Records Request form to request pupil records from the prior school of attendance for all students who indicate an intention to enroll in Savant
 3. Within three schooldays of any District resident student's expulsion, withdrawal, or disenrollment from Savant for any reason during the school year, Savant shall notify the District's Director of Student Services of the student's name, date of expulsion, withdrawal or disenrollment, the reason for such separation, and the student's next school/district of attendance. Savant shall comply with Education Code section 47605(d)(3) in terms of providing notice of expulsion, withdrawal, or disenrollment of students who reside in other school districts.
- I. General and Special Education – Discipline and Documentation

Savant shall maintain copies in student files of all correspondence, including e-mails, between Savant and parents relating to student discipline and special services, including any requests for services, inquiries, referrals, and responses.

- J. Insurance and Risk Management. The Savant charter contains provisions on Insurance and Risk Management that are mutually acceptable to the parties.
- K. Renewal. The parties recognize that Savant will be required to meet at least one of the academic performance criteria set forth in Education Code section 47607(b) as a condition for renewal unless this requirement is changed by the Legislature. If Savant intends to apply for a renewal of its charter, it must submit its petition or before February of 2021. In addition to satisfying all applicable legal criteria, Savant must be able to demonstrate that it is fiscally sound and has operated in full compliance with its Charter and this MOU in order to be renewed.
- L. Response to Requests. Pursuant to Education Code section 47604.3, Savant shall respond promptly to all reasonable written requests of the District.
- M. Legal Counsel. Savant shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and associated costs.
- N. Enrollment of Expelled Students. Neither Savant nor the District shall be obligated to accept enrollment of any student who has been expelled from the other entity during the term of the expulsion except as may be required by federal or state law.
- O. Provision of Documents. With both parties understanding that some state, federal and county documents directed toward Savant may be mailed to the District, the District agrees to pass on such documents and forms to Savant in a timely manner, so it may complete its legal obligations. Savant has full responsibility for the forms and documents it receives directly and those which it must access on the internet on its own.
- P. Non-Assignment. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of Savant with any other nonprofit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the District pursuant to applicable provisions of the Education Code.
- Q. Severability. If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

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- R. Reimbursement of Mandated Costs. Savant shall seek reimbursements of its mandated costs, if any, directly from the State.

- S. Enforcement of Agreement. It is understood and agreed, that a violation of the Agreement could be subject to the revocation provisions of Education Code section 47607 if the violation qualifies as a basis for revocation pursuant to Education Code section 47607. Although the terms of the Agreement are to become part of the conditions, standards and procedures set forth in the Charter, this Agreement is not subject to the dispute resolution provision of the Charter unless otherwise agreed by the Parties. It is further understood and agreed that the District or Charter School may, in its sole discretion, enforce the terms of the Agreement by civil action.

BE IT RESOLVED that the Board of Education approves the Operational Memorandum of Understanding by and between the San Bernardino City Unified School District and Savant Preparatory Academy for Business

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

8.4 Approval of the Special Education Memorandum of Understanding Governing Special Education Services By and Between San Bernardino City Unified School District and Savant Preparatory Academy of Business
(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 Savant Preparatory Academy Inc., a non-profit public benefit corporation (“SPA”), which is authorized to operate Savant Preparatory Academy of Business (“Savant” 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 Savant, Charter School, or the School shall apply with full force and effect to SPA.

This agreement shall take effect upon full execution of this Agreement and approval by the Boards of Trustees of the District and Savant, 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:

Savant Preparatory Academy of Business
1696 North G Street
San Bernardino, CA 92405
(909) 659-7959

San Bernardino City Unified School District
777 North F Street
San Bernardino, CA 92410
(909) 381-1100

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.

It is recommended that the following resolution be approved:

BE IT RESOLVED that the Board of Education approves the Special Education Memorandum of Understanding by and between the San Bernardino City Unified School District and Savant Preparatory Academy for Business.

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

8.5 Approval of the Special Education Memorandum of Understanding Governing Special Education Services By and Between San Bernardino City Unified School District and Woodward Leadership Academy
(Prepared by Educational Services)

This Special Education Memorandum of Understanding is executed by and between the Board of Trustees of the San Bernardino City Unified School District and Woodward Leadership Academy.

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

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

II. Special Education Services/Section 504/ADA:

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

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

D. Section 504 and the ADA.

1. Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act (“Section 504”) and the Americans with Disabilities Act (“ADA”) with respect to eligible students. Should the Charter School be unable to provide the services necessary to comply with the requirements of Section 504, the Charter School may request that the District provide the necessary services at a cost to be negotiated between the District and the Charter School separate from the terms of this MOU and/or the Charter School may contract with outside service providers at the Charter School’s sole expense.
2. The Charter School shall adopt a Section 504 policy, procedure and forms.
3. By September 1 of each year, the Charter School shall designate a Charter School employee responsible for Section 504 compliance and notify the District Special Education Coordinator in writing of the name of the responsible individual. This individual may not be a District Special Education employee.
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 of Civil Rights) that may be asserted or claimed by any person, firm, or entity that is related to the provision of special education services pursuant to this MOU and is due solely to the acts or omissions of the District, its Board of Directors, Board members, officers, administrators, 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 of Civil Rights) that may

be asserted or claimed by any person, firm, or entity that is related to the provision of special education services pursuant to this MOU and is due solely to the acts or omissions of the Charter School and/or Charter School Personnel as that term is defined herein. Charter School's obligation to indemnify, defend, and hold harmless the District and District Personnel, as set forth herein, shall survive the revocation, expiration, termination, or cancellation of the Charter School's Charter or any other act or event that would end Charter School's right to operate as a charter school pursuant to the Charter School's Charter or cause Charter School to cease operations.

- 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 of 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 Charter School shall contribute a pro-rata share of its Charter School funding to support the District's unfunded special education costs ("general fund support" also known as "encroachment").
- b. 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:

Woodward Leadership Academy
1777 West Baseline Street
San Bernardino, CA 92411
909.266.1762 – phone
909.494.5414 – fax

San Bernardino City Unified School District
Charter School Operations
4030 Georgia Blvd.
San Bernardino, CA 92407
909.473.2095 – phone
909.473.2096 – fax

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.

It is recommended that the following resolution be approved:

BE IT RESOLVED that the Board of Education approves the Special Education Memorandum of Understanding Governing Special Education Services Between San Bernardino City Unified School District and Woodward Leadership Academy.

8.6 Second Period Interim Financial Report as of January 31, 2018
(Prepared by Business Services)

Business Services has prepared the 2017-18 Second Interim Report that provides an update on the financial position of the district as of January 31, 2018. This report includes all known adjustments to revenues and expenditures in the current year as well as projections for the two subsequent years.

The Education Code, as updated by AB1200 and AB2756, requires school districts to report on their financial condition at the time of budget adoption and after closing the books with the unaudited actuals. Two interim reports are also required during the Fiscal Year for the periods from July 1 - October 31 (first period), and from July 1 - January 31 (second period).

A resolution is contained in the Action item section of the agenda requesting a positive certification by the Board of Education as to the District's ability to meet its financial obligations for the current Fiscal Year and the subsequent two years.

Second Period Interim Financial Report

The Second Interim report consists of projections for ADA (average daily attendance), Local Control Funding Formula (LCFF), and summary of revenues, expenditures, and fund balance of the General Fund for the current and subsequent two years. Other funds of the District have been included in this report as well. This report also includes a current year Cash Flow Projection, a Summary Review of State Financial Criteria and Standards, and a Certification that the District will meet its financial obligations for the current and

subsequent two years.

The Board of Education approved the Fiscal Year 2017-18 Adopted Budget on June 27, 2017. In addition, budget changes have been brought to the Board to update revenues and expenditures as well as the overall financial condition of the District as they occur. The Governor's Proposed Budget for Fiscal Year 2018-19 and beyond includes full LCFF funding with minor increases in 2017-18 funding. Additional One-Time Mandated Cost Revenue has also been provided for 2018-19. These changes are reflected in this report.

Current sections of the Education Code, which were revised by AB1200 and AB2756, require the governing board of the school districts to certify that the District will meet its financial obligations for the current Fiscal Year and the subsequent two Fiscal Years. Based on the current information for revenues and expenditures for the subsequent two years, the district meets those criteria.

School districts self-certify their fiscal condition. With a positive certification, the district asserts that it can meet its obligations in the current and succeeding two years. A qualified certification indicates a budget shortfall in the two subsequent years. Finally, a negative certification indicates an impending cash shortfall for either the current or one subsequent year.

Based on the definition above, the Board of Education may approve this Second Interim Report with a **positive certification**.

Thus, it is recommended that the Board of Education approve a **positive certification** for the Second Interim Financial Report for Fiscal Year 2017-18, as of January 31, 2018, with the accompanying resolution which is required by San Bernardino County Office of Education.

It is recommended that the following resolution be approved:

BE IT RESOLVED that the Board of Education approves, based on information presented, the Second Interim Financial Report as of January 31, 2018.

BE IT FURTHER RESOLVED that the President of the Board of Education certifies on behalf of the Board that the San Bernardino City Unified School District will be able to meet its ongoing financial obligations for the current fiscal year and subsequent two years.

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8.7 Board On-Going Initiatives

Initiative	Assigned to	Action
SBCUSD Welcoming Resource Center (Centralized Services Facility)	R. Monarrez	Quarterly Updates: 04/17/18
African American Student Achievement	K. Mitchell	Quarterly Updates: 05/22/18
Mental Health	R. Monarrez	Quarterly Updates: 03/20/18 COMPLETED 06/19/18
Grading Practices Committee Dashboard	R. Monarrez K. Mitchell	Monthly Updates: 04/17/18 05/22/18 06/19/18
Citations Database	J. Paulino	Monthly Updates: 03/20/18 COMPLETED 04/17/18 05/22/18 06/19/18
Safe Routes to School	J. Paulino	Quarterly Updates: 03/20/18 COMPLETED 06/19/18
Family Engagement Strategic Plan	R. Monarrez	Quarterly Updates: 05/22/18
Later Start Times for Secondary Sites	H. Vollkommer	Quarterly Updates: 06/19/18

8.8 Board Top 10

Items, once completed, will be removed from the list and may not require further updates.

	Date of Request	Question/Request	Requested by	Assigned to	Anticipated Completion Date/ Remarks/Action
1	02/18/14	Create Programs of Excellence at other schools (ex: Richardson) to eliminate lottery waiting and that will include additional components	Mrs. Medina Mrs. Rodgers	K. Mitchell H. Vollkommer	03/16-03/18: Focus Group preparing Action Steps
2	01/14/14	Create a Program Evaluation process which requires sites that hire consultants to complete an evaluation form that teachers review recommendations/share concerns	Mrs. Perong	H. Vollkommer	Beta testing: Feb-June, 2018; Full rollout July, 2018
3	11/05/13	Provide update on Later Start Times for Secondary Sites	Mr. Gallo Mrs. Hill	H. Vollkommer	(BC - 2/20/18) Moved to On-Going Initiatives
4	09/11/17	Provide status of a streamlined Use of Facilities process	Board	J. Christakos	04/17/18
5	05/16/17	Provide information regarding Arrowhead Grove and potential changes to Sierra HS and Roberts ES	Mr. Gallo	K. Mitchell H. Vollkommer	05/01/18

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6	02/20/18	Engagement of Student Internships w/District's Operations departments	Mr. Gallo	K. Mitchell R. Monárrez	07/2018
7		TBD			
8		TBD			
9		TBD			
10		TBD			

8.9 Board Follow Up

	Date of Request	REQUESTS/QUESTIONS FOR FOLLOW UP	Requested By
BUSINESS SERVICES – MRS. CHRISTAKOS			
1	02/20/18	Provide information on site improvements/remodeling at Sierra HS	Mrs. Rodgers
2	11/07/17	Asked about Middle School gymnasiums.	COMPLETED (BC – 3/6/18)
3	11/07/17	Explore buying building that District is leasing.	COMPLETED (BC – 2/20/18)
COMMUNICATIONS – MRS. BARDERE			
1	02/20/18	Do we provide funding/advertising support for the Black History Bee?	Dr. Flores
2	02/20/18	Letter of support to Stoneman HS, Florida	Dr. Wyatt
3	01/09/18	Coordinate recognition of Teen Music Workshop music group recognition.	COMPLETED
4	01/09/18	Coordinate additional Emergency Disaster and Anti-bullying posters.	Mrs. Rodgers
COMMUNITY ENGAGEMENT – MRS. ONTIVEROS			
1	02/06/18	# of students served in new facilities from grant awards.	COMPLETED (BC – 2/20/18)
DEPUTY SUPERINTENDENT – DR. VOLLKOMMER			
EDUCATIONAL SERVICES – DR. MITCHELL			
1	03/06/18	From Student Achievement: Request for distinction by sub-group; Update on parent access to Aeries	Dr. Flores Mrs. Rodgers
2	03/06/18	Recommend a follow up meeting with Drumline participants/students	Dr. Flores
3	03/06/18	Explore a Mariachi band	Dr. Flore
4	02/20/18	Create a District-wide orientation for incoming 9 th grade students to promote positive citizenship and provide information on colleges, scholarships, etc.	Dr. Hill
5	02/20/18	Ethnic Studies program presentation; provide status and effectiveness	Dr. Hill
6	02/20/18	From Superintendent Student Advisory Presentation: Request to include middle school student voice	Dr. Flores
7	02/20/18	From Student Achievement Initiative Presentation: Provide costs, targets, outcomes, resource allocation	Mr. Tillman
8	02/06/18	Provide EdTrust West report.	COMPLETED
9	02/06/18	Provide information on Woodward Leadership Academy charter school (Public Comment)	Mrs. Rodgers
10	02/06/18	Provide Drumline information.	COMPLETED (BC – 3/6/18)
11	01/09/18	Request for pathways programs and coding program demographic data.	Mrs. Rodgers
12	11/07/17	What is an Education Opportunity survey and did our District do one.	Mrs. Rodgers
13	10/17/17	Are Ethnic Studies A-G approved; what are the demographics of students.	Mrs. Medina

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	Date of Request	REQUESTS/QUESTIONS FOR FOLLOW UP	Requested By
		Suggested teachers collaborate with other districts to get their knowledge and asked for contacts for the three high schools.	
14	10/17/17	Asked about looking into the All-City band possibly playing at state finals, football games, or special events to highlight the VAPA program.	COMPLETED (BC – 2/20/18)
15	08/15/17	Status of Drumline and VAPA.	COMPLETED (BC – 2/20/18)
HUMAN RESOURCES – DR. WISEMAN			
1	02/20/18	Provide information on targeted recruitment efforts for male African teachers/principals	Mr. Tillman
2	02/20/18	Provide information on District students that have returned as teachers	Dr. Flores
SCHOOL POLICE – CHIEF PAULINO			
STUDENT SERVICES – DR. MONÁRREZ			
1	03/06/18	Update on CAPS waiting list	COMPLETED (BC – 3/20/18)
2	02/20/18	Consent Item #7.36. Where is their funding coming from; what is their incentive for offering program?	COMPLETED (BC - 3/6/18)
3	02/20/18	Create a “roving trophy” for different categories (ex: enrollment, campus beautification)	Dr. Hill
4	01/23/18	Explore program for leadership skills for students w/behavioral challenges	Mr. Gallo
5	08/01/17	From Student Achievement – KPI: Suspensions/Expulsions: Develop a staff survey to determine effectiveness of PBIS and Restorative Justice.	COMPLETED
6	01/09/18	Provide information on # of reported STDs and steps to reduce number.	COMPLETED (BC – 2/20/18)

8.10 Future Agenda Items

Request	Date	W	SP	SA	AP	AR	PH
KPI: ELPI/Reclassification	04/03/18			X			
Multilingual Initiative	04/03/18				X		
Innovation Grant Awards	04/17/18				X		
Engagement of Student Internships w/District Operations departments (ie. pilot or summer program)	04/17/18					X	
KPI: Graduation Rates/Drop Out Rates	05/01/18			X			
Adoption of 18-19 BOE Meeting Calendar	05/01/18					X	
Purchasing Systems	05/22/18				X		
Governor’s May Revise Budget Update	05/22/18					X	
Annual Service Plan & Budget Requirement (SELPA)	06/05/18						X
Local Control and Accountability Plan	06/05/18	X					X
Fiscal Year 18-19 Preliminary Budget	06/05/18	X					X
Balances in Excess of Minimum Reserve Reqs:18-19	06/05/18						X
Local Control and Accountability Plan Approval	06/19/18				X		
Fiscal Year 18-19 Budget Approval	06/19/18				X		
College/Career (leading indicator)	06/19/18			X			
Community Engagement Updates	TBD					X	
Career Pathways	TBD	X			X		
Budget	TBD	X			X		

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Request	Date	W	SP	SA	AP	AR	PH
KPI: Engagement – Gallup Student Poll	TBD			X			

W – Workshop SP – Special Presentation SA – Student Achievement
AP – Administrative Presentation AR – Administrative Report PH – Public Hearing

SESSION NINE

9.0 Closed Session **9:25 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: One

SS-17-18-05

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

Title: Middle School Vice Principal

Public Employee Discipline/Dismissal/Release

Student Matters/Discipline

SESSION TEN

10.0 Action Reported from Closed Session **9:55 pm**

SESSION ELEVEN

11.0 Adjournment **10:00 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 3, 2018 at 5:30 p.m. in the **Multi-Purpose Room, Indian Springs High School, 650 N. Del Rosa Dr., San Bernardino.**

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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 16, 2018