



**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

ABIGAIL ROSALES-MEDINA
President

YOSELIN MAYORAL
Student Board Member

MICHAEL J. GALLO
Board Member

GWEN DOWDY-RODGERS
Vice President

CAZZMIRR MIDDLETON
Student Board Member

DR. MARGARET HILL
Board Member

DALE MARSDEN, Ed.D.
Superintendent

JHUNELYN PARAFINA
Student Board Member

DANNY TILLMAN
Board Member

GREGORY WEIDLER
Student Board Member

SCOTT WYATT, Ed.D.
Board Member

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

November 6, 2018

Estimated Times

A reception will be held prior to the start of the Board Meeting for the Shining Star Award recipients that will be recognized during the meeting. **5:00 pm**

SESSION ONE

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

1.1 Call to Order

1.2 Pledge of Allegiance to the Flag

1.3 Adoption of Agenda

1.4 Inspirational Message – Dr. Dale Marsden

SESSION TWO

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

2.1 Outstanding Student Awards

2.2 Presentation of Making Hope Happen Award

2.3 Recognition of Shining Star Award Recipients

*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 Public Hearing(s) 6:15 pm

3.1 School Board Appointment to the Personnel Commission

SESSION FOUR

4.0 Closed Session Public Comments 6:20 pm

This is the time that members of the public will be provided an opportunity to directly address the Board about any item described under this Closed Session. Comments are limited to five minutes or less. Individuals with comments on any other subject matter within the Board's jurisdiction may address those during the regularly scheduled Public Comments later in the agenda.

Adjourn to Closed Session

SESSION FIVE

5.0 Closed Session 6:25 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:

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: Elementary School Vice Principal

Middle School Vice Principal

Public Employee Discipline/Dismissal/Release

Student Matters/Discipline

Superintendent's Evaluation

DEPUTY SUPERINTENDENT

- 12.4 Amendment No. 1 to the Agreement with Gallup, Inc., Omaha, NE, to Provide Access to the Gallup Student Poll
- 12.5 Amendment No. 1 to the Consulting Services Agreement with Mary Bevernick Educational Consulting, Boulder Creek, CA, to Provide Consulting Services for the Special Education Director
- 12.6 Ratification of the Agreement with Andrea Mitchel, Oak Hills, CA, to Provide Grant Writing Services to the District

BUSINESS SERVICES

- 12.7 Acceptance of Gifts and Donations to the District
- 12.8 Agreement with Heat Transfer Solutions, Orange, CA, to Provide Boiler Preventative Maintenance
- 12.9 Authorization to Approve Workers' Compensation and Liability Settlement Agreements
- 12.10 Bid No. 18-03, Custodial Equipment
- 12.11 Bid No. NSB 2018/19-5, Paper Goods for Food Stuffs
- 12.12 Cafeteria Warrant Register for Period September 1 – 30, 2018
- 12.13 Commercial Warrant Register for Period September 16 - 30, 2018
- 12.14 Payment for Course of Study Activities – Business Services
- 12.15 Ratification of Amendment No. 3 to the Professional Services Agreement with Ruhnau Clarke to Provide Full Service Architectural and Engineering Services for Track Improvements
- 12.16 Ratification of Approved Change Orders from September 1 – 30, 2018
- 12.17 Ratification of the Master Agreement with Garner Holt Education Through Imagination, LLC, to Provide Professional Development and Instructional Materials and Supplies
- 12.18 Ratification of the Renewal of the Agreement with Dynamic Planning, LLC, to Develop a Hazard Mitigation Plan
- 12.19 Request to Piggyback, Contract No. 4-03-78-0023A, California Multiple Award Schedule for Purchase of Synthetic Turf Material at Arroyo Valley, Cajon, Indian Springs, Pacific, and San Bernardino High Schools from PDPlay, Vista, CA
- 12.20 Request to Reject Request for Proposal No. 17-12 – Online Student Enrollment Platform
- 12.21 Request to Reject Request for Proposal No. 17-18 – Attendance Management Software and Analysis Reporting Web-Based System
- 12.22 Request to Utilize Glendale Unified School District's Piggyback Bid No. P-13 18/19 for the Purchase and/or Lease of Apple Equipment, Software, Services, Materials and Supplies

CONTINUOUS IMPROVEMENT

- 12.23 Agreement with JCI Business Builder's Academy, Riverside, CA, to Implement a Business Builder Academy at Cole Elementary School
- 12.24 Agreement with WestEd, San Francisco, CA, to Provide Leadership Development and Professional Learning

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- 12.25 Ratification of the Agreement with Customized Training & Consulting, Care of Servando Gereau, Redlands, CA, to Provide Solar Photovoltaic Training to Students at Arroyo Valley High School
- 12.26 Ratification of the Authorization to Approve Special Education Settlement Agreements
- 12.27 Ratification of the Software License Agreement with SSICA, Orange, CA, to Provide Real Time Aeries Tracking/Management of Tardy and Truant Students

EDUCATIONAL SERVICES

- 12.28 Extended Field Trip, Middle College High School, AVID College and University Tours, Southern CA
- 12.29 Extended Field Trip, San Bernardino High School, 2018 Tarkanian Classic/Bishop Gorman High School Basketball Tournament, Las Vegas, NV
- 12.30 Ratification and Approval of Payment for Course of Study Activity - Educational Services
- 12.31 Ratification of Amendment No. 1 for Payment for Services Rendered by Non-Classified Experts and Organizations – Educational Services
- 12.32 Ratification of Business and Inservice Meeting - Educational Services
- 12.33 Ratification of Payment for Services Rendered by Non-Classified Experts and Organizations – Educational Services

HUMAN RESOURCES

- 12.34 Ratification of the Agreement with California State University, San Bernardino, CA, to Provide a Cognitive Training Program at Hillside Elementary School
- 12.35 Ratification of the Agreement with Riverside County Superintendent of Schools, Riverside, CA, Professional Development for Teachers at Henry Elementary School

STUDENT SERVICES

- 12.36 Agreement with Action-Driven Inquiry, Montclair, CA, to Provide Professional Development on Next Generation Science Standards to Teachers at Urbita Elementary School
- 12.37 Agreement with Young Visionaries Youth Leadership Academy, San Bernardino, CA, to Provide the Successfully Motivating African Americans through Resiliency Training at District School Sites
- 12.38 Extended Field Trip, Cajon High School, Las Vegas Holiday Classic Invitational Wrestling Tournament and Red Rock Canyon National Conservation Area Visit, Las Vegas, NV
- 12.39 Extended Field Trip, CAPS/California Cadet Corps, the 11th Brigade Basic and Advanced Non-Commissioned Officer and Officer Candidate School Course at Serrano Middle School
- 12.40 Extended Field Trip, CAPS/California Cadet Corps, Community Emergency Response Team Training, San Luis Obispo, CA

- 12.41 Facilities Use Agreement and Extended Field Trip, CAPS/California Cadet Corps, the 11th Brigade Bivouac with the Greater Los Angeles Area Council #33, at the Firestone Boy Scout Reservation, Brea, CA
- 12.42 Memorandum of Understanding with My Family Inc., Riverside, CA, to Provide Youth Enrichment and Outpatient Services
- 12.43 Payment for Services Rendered by Non-Classified Experts and Organizations – Student Services
- 12.44 Ratification and Approval of Payment for Course of Study Activities - Student Services
- 12.45 Ratification of Amendment No. 1 to the Facilities Use Agreement with the DoubleTree by Hilton, San Bernardino, CA, to Host the 2018 Fall Student Wellness Symposium
- 12.46 Ratification of Amendment No. 1 to the Agreement with Manuel Baltierra, Grand Terrace, CA, to Provide “The Parent Project” Workshops for the Family Engagement Center
- 12.47 Ratification of the Agreement and Approval of Payment for Course of Study Activity - Student Services
- 12.48 Ratification of the Agreement with Breaking Barriers United, LLC, Moreno Valley, CA, to Provide Presentations to Various District Middle Schools.
- 12.49 Ratification of the Extended Field Trip, Cajon High School, Historically Black Colleges and University College Tours in Georgia and Alabama
- 12.50 Ratification of the Memorandum of Understanding with Kaiser Permanente, Fontana, CA, for Serrano Middle School Students to Participate in the Hippocrates Circle Program – Mentoring Kids Today for Physician Careers Tomorrow
- 12.51 Ratification of the Renewal of the Agreement with Valley Star Behavioral Health, Inc., San Bernardino, CA, to Provide the Promoting Resiliency in African American Children Program to District Students

Youth Services

- 12.52 Expulsion of Student(s)
- 12.53 Student(s) Recommended for Suspension or Expulsion (Excluding Mandatory Offenses), but Remanded to Youth Court for Other Means of Correction.
- 12.54 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
- 12.55 Petition to Expunge, Rescind, or Modify Youth Court or Expulsion

SESSION THIRTEEN

13.0 Action Items

10:00 pm

- 13.1 Personnel Report #9, Dated November 6, 2018
- 13.2 Amendments to BP 4030, Nondiscrimination in Employment (First Reading)
- 13.3 Approval of the Fall 2018 California School Dashboard Local Indicators Report
- 13.4 Consideration and Approval of the Amendment to Employment Contract, Superintendent

- 13.5 Consideration and Approval of the Amendment to Employment Contract, Deputy Superintendent
- 13.6 Consideration and Approval of the Amendment to Employment Contract, Assistant Superintendent, Continuous Improvement
- 13.7 Consideration and Approval of the Amendment to Employment Contract, Assistant Superintendent, Educational Services
- 13.8 Consideration and Approval of the Amendment to Employment Contract, Assistant Superintendent, Human Resources
- 13.9 Consideration and Approval of the Amendment to Employment Contract, Assistant Superintendent, Student Services
- 13.10 Consideration and Approval of the Amendment to Employment Contract, Chief Business Officer
- 13.11 Consideration and Approval of the Amendment to Employment Contract, Executive Director, Community Engagement
- 13.12 Resolution of Approval for Renewal of the Charter Petition of iEmpire Academy by the Governing Board of Trustees of the San Bernardino City Unified School District
- 13.13 Approval of the Memorandum of Understanding By and Between the San Bernardino City Unified School District and iEmpire Academy
- 13.14 Resolution of Approval for Renewal of the Charter Petition of New Vision Middle School by the Governing Board of Trustees of the San Bernardino City Unified School District
- 13.15 Memorandum of Understanding By and Between the San Bernardino City Unified School District and New Vision Middle School
- 13.16 Resolution for Support of Application for Career Technical Education Facilities Program
- 13.17 Board On-Going Initiatives
- 13.18 Board Top 10
- 13.19 Board Follow Up
- 13.20 Future Agenda Items

SESSION FOURTEEN

- 14.0** *Summary of Board Requests* **10:05 pm**

SESSION FIFTEEN

- 15.0** *Adjournment* **10:10 pm**

At the May 1, 2018 Board Meeting, the 2018-19 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, December 11 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:

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November 6, 2018

Affirmative Action Office
777 North F Street
San Bernardino, CA 92410
(909) 381-1122
(909) 381-1121 fax
Office Hours: Monday - Friday, 8 a.m.-4:30 p.m.

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

Posted: November 2, 2018

Board of Education Meeting
November 6, 2018



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November 6, 2018

Estimated Times

A reception will be held prior to the Board Meeting for the Shining Star Award recipients.

5:00 pm

SESSION ONE

1.0 ***Opening***

5:30 pm

1.1 Call to Order

1.2 Pledge of Allegiance to the Flag

1.3 Adoption of Agenda

1.4 Inspirational Message – Dr. Dale Marsden

SESSION TWO

2.0 ***Special Presentation(s)***

5:35 pm

2.1 Outstanding Student Awards
(Prepared by Communications/Community Relations)

The Board of Education is pleased to honor students, parents, volunteers, and staff from Emmerton, Highland-Pacific, and Jones elementary schools and Pacific High School. The Board wishes to recognize these individuals for their outstanding accomplishments.

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

2.2 Presentation of Making Hope Happen Award
(Prepared by Communications/Community Relations)

The Board of Education and Superintendent would like to present the Making Hope Happen Award to a District employee who has made hope happen for the community.

2.3 Recognition of Shining Star Award Recipients
(Prepared by Communications/Community Relations)

The Board of Education wishes to recognize the outstanding guest teachers and substitute employees who have earned Shining Star Awards.

SESSION THREE

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

3.1 School Board Appointment to the Personnel Commission
(Prepared by the Superintendent's Office)

Education Code 45246 requires the governing board to publicly announce the name of the person it intends to appoint or re-appoint. The name of the Board's nominee was announced on September 25, 2018. Education Code also requires the governing board in a Public Hearing to provide the public, employees, and employee organizations the opportunity to express their views on the qualifications of the person recommended by the governing board for appointment.

Conduct Public Hearing

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education authorizes the re-appointment of Michael Salazar by the San Bernardino City Unified School District Board of Education for a three (3) year term effective December 2, 2018 through December 1, 2021.

SESSION FOUR

4.0 *Closed Session Public Comments* *6:20 pm*

This is the time that members of the public will be provided an opportunity to directly address the Board about any item described under this Closed Session. Comments are limited to five minutes or less. Individuals with comments on any other subject matter within the Board's jurisdiction may address those during the regularly scheduled Public Comments later in the agenda.

Adjourn to Closed Session

SESSION FIVE

5.0 Closed Session **6:25 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:

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: Elementary School Vice Principal

Middle School Vice Principal

Public Employee Discipline/Dismissal/Release

Student Matters/Discipline

Superintendent's Evaluation

Reconvene Open Session

SESSION SIX

6.0 Action Reported from Closed Session **6:55 pm**

SESSION SEVEN

7.0 Student Board Members' Comments **7:00 pm**

Individual Student Board members may wish to share a comment, concern, and/or observation.

SESSION EIGHT

8.0 Public Comments **7:05 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 located in the Multi-Purpose Room, Indian Springs High

School, 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. Please monitor your time.

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 NINE

9.0 *Student Achievement* **8:00 pm**

9.1 Overview of the State's Accountability Model, Part III
Targeted Support for School Progress (TSSP)
(Prepared by Continuous Improvement)

Dr. Rachel Monárrez, Assistant Superintendent and the Continuous Improvement team will present to the Board an update on the work that has occurred at the Targeted Support for School Progress school sites.

SESSION TEN

10.0 *Board Discussion* **9:00 pm**
The Board will discuss a District Mariachi Band.

SESSION ELEVEN

11.0 *Reports and Comments* **9:10 pm**

11.1 Report by San Bernardino Teachers Association

11.2 Report by California School Employees Association

11.3 Report by Communications Workers of America

11.4 Report by San Bernardino School Police Officers Association

11.5 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.

11.6 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.

SESSION TWELVE

12.0 Consent Calendar

9:45 pm

(When considered as a group, unanimous approval is advised.)

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

It is recommended that the following resolutions be adopted:

BOARD OF EDUCATION

12.1 Approval of Minutes

(Prepared by Superintendent's Office)

BE IT RESOLVED that the Minutes of the Board of Education Meetings held on September 18 and September 25, 2018 be approved as presented.

12.2 Approval of Date for the Annual Organizational Meeting of the Board of Education

(Prepared by the Superintendent's Office)

Education Code Sections 35143 and 72000(c)(2)(A) require that governing boards hold an annual organizational meeting and that each member of the Board be notified in writing of the date and time selected. The organizational meeting must be held at the first meeting within 15 days commencing with and including the first Friday in December (December 7 – 21, 2018). The organizational meeting must be selected by the Board at its regular meeting held immediately prior to the first day of this 15-day period.

BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District establishes December 11, 2018 as the date of the official Annual Organizational Meeting.

SUPERINTENDENT

12.3 Business and Inservice Meeting - Superintendent

(Prepared by Business Services)

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

To attend the California School Boards Association (CSBA) Annual Education Conference and Trade Show 2018, November 28 - December 1, 2018, in San Francisco, CA. The total cost, including meals and mileage per District guidelines, not to exceed \$2,500.00, will be paid from the Board of Education Account No. 066.

Cazzmirr Middleton, Student Board Member and Reatha L. Lydia, Family Member
Gregory A. Weidler, Jr., Student Board Member and Lisa A. Weidler, Parent

Requester/Approver: Superintendent

DEPUTY SUPERINTENDENT

- 12.4 Amendment No. 1 to the Agreement with Gallup, Inc., Omaha, NE, to Provide Access to the Gallup Student Poll
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves amending the agreement with Gallup, Inc., Omaha, NE, approved on September 18, 2018, Agenda Item No. 11.2. The agreement is being amended to increase the contract amount by \$4,000.00 to include the Gallup Student Poll data files for 2017 and 2018, increasing the contract amount from \$10,000.00 to a not to exceed contract amount of \$14,000.00. The additional cost will be paid from the Unrestricted General Fund – Community Engagement Plan, Account No. 094. 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: Deputy Superintendent

- 12.5 Amendment No. 1 to the Consulting Services Agreement with Mary Bevernick Educational Consulting, Boulder Creek, CA, to Provide Consulting Services for the Special Education Director
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves amending the consulting services agreement with Mary Bevernick Educational Consulting, Boulder Creek, CA, approved on October 16, 2018, Agenda Item No. 9.3. The agreement is being amended to increase the contract amount by \$5,520.00 to include reimbursement for travel expenses increasing the contract amount from \$36,800.00 to a not to exceed amount of \$42,320.00. The additional cost will be paid from the Unrestricted General Fund – Continuous Improvement, Account No. 037.

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

Requester: Assistant Superintendent, Continuous Improvement
Approver: Deputy Superintendent

- 12.6 Ratification of the Agreement with Andrea Mitchel, Oak Hills, CA, to Provide Grant Writing Services to the District
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the ratification to enter into the agreement with Andrea Mitchel, Oak Hills, CA, to provide grant writing services for the District during high demand periods, effective September 12, 2018 – June 30, 2019. The

total cost, not to exceed \$20,000.00 payable at the cost of \$125.00 per hour, 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, Community Engagement Office
Approver: Deputy Superintendent

BUSINESS SERVICES

12.7 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
Hunt Elementary School	Sam’s Club San Bernardino, CA	To purchase items for the children/families clothing closet	\$1,500.00	
Hunt Elementary School	The Home Depot San Bernardino, CA	Plants and soil to sponsor the students’ gardening projects		\$163.04
Hunt Elementary School	Lowe’s Home Center Highland, CA	Plants and soil to sponsor the students’ gardening projects		\$323.42
Hunt Elementary School	Lewis Family Playhouse Rancho Cucamonga, CA	245 tickets for students to attend School House Rock Live performance at the Playhouse		\$2,000.00
Hunt Elementary School	East Valley Water District Highland, CA	Backpacks and school supplies to support the students		\$1,275.00
Hunt Elementary School	SoCal Helpful Honda Guys Los Angeles, CA	Approximately 837 new books to support the students		\$6,500.00
Hunt Elementary School	Bakers Burger, Inc. Riverside, CA	300 gift cards to sponsor behavior, attendance, and academic student incentives		\$1,611.00
Accountability and Educational Technology Dept.	California Emerging Technology Fund – School2Home Oakland, CA	To support the 1:1 Middle School Implementation at Arrowview, Curtis, Del Vallejo, Golden Valley and Serrano middle schools	\$50,000.00	
Indian Springs High School	Major League Barbers Highland, CA	14 free haircuts to support students		\$210.00
Chavez Middle School	C. Damirchi, M.D. Inc. San Bernardino, CA	To support ASB	\$200.00	

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

12.8 Agreement with Heat Transfer Solutions, Orange, CA, to Provide Boiler Preventative Maintenance
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into the agreement with Heat Transfer Solutions, Orange, CA, to provide preventative maintenance on boilers at 17 District sites, effective November 7, 2018 – June 30, 2019. The fee, not to exceed \$44,797.00, will be paid from Unrestricted General Fund, Maintenance of Facilities, Account No. 076.

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

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

12.9 Authorization to Approve Workers' Compensation and Liability Settlement Agreements
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the settlement authorization of Jeffrey D. Haynes, Director of Risk Management, to authorize Workers' Compensation and Liability Settlement agreements up to \$25,000.00, effective November 7, 2018 until revoked.

Requester/Approver: Jayne Christakos, Chief Business Officer

12.10 Bid No. 18-03, Custodial Equipment
(Prepared by Business Services)

BE IT RESOLVED that Bid No. 18-03, Custodial Equipment, advertised on October 4, 2018 and October 11, 2018, and opened on October 19, 2018 at 2:00 p.m. with 9 bids received as follows: Bradley Industries of California, Santa Fe Springs, CA; C.P. Products Inc. dba Chem-Pak, San Bernardino, CA; Maintex, Inc., City of Industry, CA; Gorm Incorporated, Ontario, CA; Karcher North America, Denver, CO; Pioneer Chemical CO., Gardena, CA; Southwest School & Office Supply, Jurupa Valley, CA; Interline Brands, Inc. dba Supplyworks, Jacksonville, FL; Waxie Sanitary Supply, Ontario, CA;

BE IT ALSO RESOLVED that bids received from Chem-Pak be rejected as non-responsive for failure of the bidder to meet district specifications;

BE IT ALSO RESOLVED that bids received from Bradley Industries Line Items 001 and 002; and Southwest Office Supplies, Line Item 001, be rejected for failure of the bidders to meet technical specifications;

BE IT ALSO RESOLVED that bids received from Bradley Industries and Gorm Inc., Line Item 003 be rejected for failure of the bidder to meet technical specifications;

BE IT ALSO RESOLVED that Bid No. 18-03, Custodial Equipment be awarded to the lowest responsive bidders meeting District specifications based on unit prices as follows:

<u>BIDDER</u>	<u>LINE ITEM NO.</u>	<u>BID AMOUNT</u>
Pioneer Chemical Co. Gardena, CA	1	\$ 6,930.00
Waxie Sanitary Supply Ontario, CA	2, 3, 5	\$135,661.00
Interline Brands, Inc., dba Supplyworks Jacksonville, FL	4	\$ 27,625.00
Southwest School & Office Supply Jurupa Valley, CA	6	\$ 26,000.00

BE IT ALSO RESOLVED that the District reserves the right to purchase more than or less than the quantity indicated based on unit pricing in accordance with bid specifications for an initial term of one year 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, to sign all related documents.

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

12.11 Bid No. NSB 2018/19-5, Paper Goods for Food Stuffs
(Prepared by Business Services)

BE IT RESOLVED that Bid No. NSB 2018/19-5, Paper Goods for Food Stuffs, advertised on August 30, 2018, and September 6, 2018, in The Sun, Black Voice, and El Chicano newspapers and opened on September 20, 2018, at 11:00 a.m., be awarded on an all-or-nothing basis to the lowest/responsible bidder meeting District Guidelines. The cost will be paid from Restricted Nutrition Services Fund 92.

BE IT ALSO RESOLVED that Bid No. NSB 2018/19-5, Paper Goods for Food Stuffs, be awarded to the sole responsible bidder as follows:

Vendor	Total Bid Amount	Terms
P & R Paper Supply Company, Inc. Redlands, CA	\$665,824.30	Net 30

BE IT FURTHER RESOLVED that the District may use this bid, based on unit prices awarded, to purchase additional items as needed throughout the initial one-year term of

Board of Education Meeting
November 6, 2018

the bid and any extensions made in accordance with the terms and conditions of the bid, not to exceed three (3) years total award, if in the best interest of the District.

Requester: Director, Nutrition Services

Approver: Chief Business Officer, Business Services

12.12 Cafeteria Warrant Register for Period September 1 – 30, 2018

(Prepared by Business Services)

BE IT RESOLVED that the Cafeteria Warrant Register, September 1 - 30, 2018, be ratified and/or approved.

Requester: Director, Nutrition Services

Approved: Chief Business Officer, Business Services

12.13 Commercial Warrant Register for Period September 16 - 30, 2018

(Prepared by Business Services)

BE IT RESOLVED that the Commercial Warrant Register for period September 16 - 30, 2018, be ratified and/or approved.

Requester: Director, Accounting Services

Approver: Chief Business Officer, Business Services

12.14 Payment for Course of Study Activities – Business Services

(Prepared by Business Services)

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

Various school sites request Board of Education approval to utilize the Humane Society of San Bernardino Valley, San Bernardino, CA for presentations titled “Humane Education” effective November 7, 2018 - June 6, 2019. The presentations reinforce Core curriculum through Project Based Learning with hands-on activities and information within the study of small animals. **There is no cost to the District.**

Requester/Approver: Chief Business Officer, Business Services

12.15 Ratification of Amendment No. 3 to the Professional Services Agreement with Ruhnau Clarke to Provide Full Service Architectural and Engineering Services for Track Improvements

(Prepared by Facilities/Operations)

BE IT RESOLVED that the Board of Education approves ratifying the amendment to the professional services agreement approved on November 3, 2015, Agenda Item 8.21, with Ruhnau Clarke Architects, Riverside, CA, to provide full-service architectural and engineering services for track improvements, effective January 1 – December 31, 2018.

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The original agreement was for \$628,000.00; amendment No. 1 added extension of time at no cost; amendment No. 2 added additional services for \$17,750.00; and amendment No. 3 is to add extension of time for completion of services, for a total combined amount not to exceed \$645,750.00, and will be paid from Funds 21 and 40. 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, Facilities Planning & Development
Approver: Chief Business Officer, Business Services

12.16 Ratification of Approved Change Orders from September 1 – 30, 2018
(Prepared by Facilities/Operations)

BE IT RESOLVED that the Board of Education approves ratification of the District-approved change orders from September 1 – 30, 2018 for District construction projects:

Bid No. F16-04, Cajon Theatre Renovation at Cajon High School
Bid No. F18-07, Cajon High School – F3 Flooring

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

12.17 Ratification of the Master Agreement with Garner Holt Education Through Imagination, LLC, to Provide Professional Development and Instructional Materials and Supplies
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratification of the Sole Source Master Agreement with Garner Holt Education Through Imagination, LLC, to provide professional development on modeled lessons in STEAM education, school site digital media as well as tangible and demonstrable realia, on-site technical and educational consultation and support, student field trips, and instructional materials and supplies, on an as-needed basis, effective July 1, 2018 – June 30, 2021. The estimated costs over the contract period, not to exceed \$2,000,000.00, to be paid from individual District schools' budgets, on an as-needed basis.

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

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

- 12.18 Ratification of the Renewal of the Agreement with Dynamic Planning, LLC, to Develop a Hazard Mitigation Plan
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratifying the renewal of the agreement with Dynamic Planning, LLC, to develop a Hazard Mitigation Plan (HMP) that will cover each of the major natural and manmade hazards that pose risks to the District's facilities and identifies the campuses or buildings with the highest risks, effective March 27, 2018 – June 30, 2019. The development of the District's own FEMA-approved HMP enables the District to apply directly to FEMA for funding. The total cost, not to exceed \$38,000.50, will be paid from the Unrestricted General Fund – District Emergency, Account No. EME.

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

Requester: Safety/Emergency Manager, Emergency Management Office
Approver: Chief Business Officer, Business Services

- 12.19 Request to Piggyback, Contract No. 4-03-78-0023A, California Multiple Award Schedule for Purchase of Synthetic Turf Material at Arroyo Valley, Cajon, Indian Springs, Pacific, and San Bernardino High Schools from PDPlay, Vista, CA
(Prepared by Facilities/Operations)

BE IT RESOLVED that the Board of Education approves the Piggyback of Contract No. 4-03-78-0023A, California Multiple Award Schedule (CMAS) for the purchase of synthetic turf material at Arroyo Valley, Cajon, Indian Springs, Pacific, and San Bernardino high schools from PDPlay, Vista CA. As a local governmental body, the District has the option of piggybacking on this contract. Prices are comparable to those that the District would receive if it were to issue its own bid. The cost, not to exceed \$2,536,525.00 will be paid from Funds 01, 21, 25 and 40.

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

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

- 12.20 Request to Reject Request for Proposal No. 17-12 – Online Student Enrollment Platform
(Prepared by Business Services)

BE IT RESOLVED that Request for Proposal (RFP) No. 17-12, Online Student Enrollment Platform, was advertised December 7, 2017 and December 14, 2017 and was opened January 4, 2018, at 11:00 a.m.

BE IT FURTHER RESOLVED that the Board of Education rejects in its entirety, all responses for RFP No. 17-12, Online Student Enrollment Platform pending further review of the requirements.

Requester: Director, Purchasing

Approver: Chief Business Officer, Business Services

- 12.21 Request to Reject Request for Proposal No. 17-18 – Attendance Management Software and Analysis Reporting Web-Based System
(Prepared by Business Services)

BE IT RESOLVED that Request for Proposal (RFP) No. 17-18, Attendance Management Software and Analysis Reporting Web-Based System, was advertised December 7, 2017 and December 14, 2017 and was opened January 5, 2018, at 11:00 a.m.

BE IT FURTHER RESOLVED that the Board of Education rejects in its entirety, all responses for RFP No. 17-18, Attendance Management Software and Analysis Reporting Web-Based System pending further review of the requirements.

Requester: Director, Purchasing

Approver: Chief Business Officer, Business Services

- 12.22 Request to Utilize Glendale Unified School District's Piggyback Bid No. P-13 18/19 for the Purchase and/or Lease of Apple Equipment, Software, Services, Materials and Supplies
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves utilizing Glendale Unified School District's Piggyback Bid No. P-13 18/19 for the purchase and/or lease of Apple equipment, software, materials and services on an as-needed basis. As a local governmental body, the District has the option of piggybacking off this contract. Prices are comparable to those that the District would receive if it were to issue its own bid. The cost of equipment, software, materials and services purchased will be paid by requesting sites.

BE IT ALSO RESOLVED the District reserves the right to purchase additional quantities on an as-needed basis throughout the five-year term of the contract.

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

Requester: Director, Information Technology

Approver: Chief Business Officer, Business Services

CONTINUOUS IMPROVEMENT

- 12.23 Agreement with JCI Business Builder’s Academy, Riverside, CA, to Implement a Business Builder Academy at Cole Elementary School
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with JCI Business Builder’s Academy, Riverside, CA, to implement a Business Builder Academy at Cole Elementary School, effective November 7, 2018 – April 15, 2019. Up to 25 students will learn the entry levels of business building and how to work in collaborative groups in order to build a business. The cost, not to exceed \$2,400.00 payable at the cost of \$100.00 per week, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP) – Innovation Grants, Account No. 418.
Requester: Site

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

Requester: Principal, Cole Elementary School
Approver: Assistant Superintendent, Continuous Improvement

- 12.24 Agreement with WestEd, San Francisco, CA, to Provide Leadership Development and Professional Learning
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with WestEd, San Francisco, CA, to provide leadership development for implementing a Multi-Tiered System of Support (MTSS) at a cost of \$65,455.00 and professional learning for building the System of Support at a cost of \$59,825.00, effective November 7, 2018 – March 31, 2019. The work will focus on building the internal capacity of the District and school site leadership to assist staff in developing strategies to support improving outcomes for all students. The cost, not to exceed \$125,280.00 will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

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

Requester/Approver: Assistant Superintendent, Continuous Improvement

- 12.25 Ratification of the Agreement with Customized Training & Consulting, Care of Servando Gereau, Redlands, CA, to Provide Solar Photovoltaic Training to Students at Arroyo Valley High School
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the ratification of the agreement with Customized Training & Consulting, care of Servando Gereau, Redlands, CA, to provide Solar Photovoltaic training to approximately 90 Arroyo Valley High School students, effective August 13, 2018 - May 30, 2019. The students will be introduced to the field of renewable energy and prepare them for an entry level position for sales and installation of photovoltaic systems. Customized Training & Consulting will provide three (3) thirty-minute class sessions per day for a total of 147 class days and will offer one (1) three-hour field trip per semester to tour a solar installation. The cost, not to exceed \$55,125.00, payable at the hourly rate of \$125.00, will be paid from the Restrict General Fund – Career Technical Education Incentive Grant, Account No. 485.
Requester: Site

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, Continuous Improvement

- 12.26 Ratification of the Authorization to Approve Special Education Settlement Agreements
(Prepared by Continuous Improvement)

BE IT RESOLVED that the Board of Education approves ratification of the authorization of Howana Lundy, Director of Special Education, to approve Special Education settlement agreements up to \$10,000.00, effective October 15, 2018 until revoked.

BE IT FURTHER RESOLVED that the Board of Education approves revoking the authorization of Michael Dominguez, former Director of Special Education, effective September 24, 2018.

Requester/Approver: Assistant Superintendent, Continuous Improvement

- 12.27 Ratification of the Software License Agreement with SSICA, Orange, CA, to Provide Real Time Aeries Tracking/Management of Tardy and Truant Students
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratification of the software license agreement with SSICA, Orange, CA, to provide same day notification by telephone and email to parents of students with attendance issues to reduce chronic tardiness and truancy, effective October 1, 2018 – September 30, 2019. The subscription will provide unlimited scanning, users, buttons, emails and texting to parents. The fee,

not to exceed \$23,057.72, will be paid from the Unrestricted General Fund – Targeted School Support for Progress, Account No. 243. **Requester: Site**

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, Continuous Improvement

EDUCATIONAL SERVICES

- 12.28 Extended Field Trip, Middle College High School, AVID College and University Tours, Southern CA
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the extended field trip for 70 Middle College High School junior AVID students, 5 District employees, and 2 chaperones, to attend the AVID college and university tours, in Southern CA, January 9 - 11, 2019. This trip is educationally advantageous to students and ties into the curriculum by addressing the AVID mission of increasing enrollment in four-year colleges and universities. The cost of the trip, not to exceed \$25,000.00, including meals and lodging, will be paid from Secondary Education AVID - Local Control Accountability Plan (LCAP), Account No. 419 - \$10,000.00; Middle College High School ASB Account - \$5,000.00; and San Bernardino Valley College Grant - \$10,000.00. Transportation provided by H & L Charter, not to exceed \$7,500.00 will be paid from Secondary Education AVID - Local Control Accountability Plan (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

- 12.29 Extended Field Trip, San Bernardino High School, 2018 Tarkanian Classic/Bishop Gorman High School Basketball Tournament, Las Vegas, NV
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the extended field trip for 14 San Bernardino High School students, 1 District employee, and 3 chaperones, to attend the 2018 Tarkanian Classic/Bishop Gorman High School Basketball Tournament, Las Vegas, NV, December 18 - 22, 2018. The team will have the opportunity to compete against some of the best and most talented athletes from other states. The cost of the trip, not to exceed \$3,900.00, including meals and lodging, will be paid from San Bernardino High School Athletic Strategic Plan, Account No. 213 and ASB. Transportation provided by America's Xpress Rent-A-Car, not to exceed \$770.00, will be paid from San Bernardino High School Athletic Strategic Plan, Account No. 213. 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, San Bernardino High School
Approver: Assistant Superintendent, Educational Services

12.30 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 the ratification for the following:

Anton Elementary School requests Board of Education approval to utilize the Drug Enforcement Administration (DEA), Division Counsel, LAFD, Los Angeles, CA, for a Red Ribbon Week presentation to 730, TK - 6 grade students, October 23 - 31, 2018. This presentation will cover alcohol, tobacco, drug and violence prevention. Red Ribbon Week's 2018 campaign theme is "Life is Your Journey, Travel Drug Free". **There is no cost to the District. Requester: Site**

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

12.31 Ratification of Amendment No. 1 for 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 ratification of the amendment to the following non-classified expert:

Scott Lang Leadership, Chandler, AZ, approved on July 24, 2018, Agenda Item No. 9.14. An amendment is required to increase the cost by \$2,000.00 to pay for a second professional development training performed on July 31, 2018, increasing the cost from \$2,750.00 to a not to exceed \$4,750.00. The additional cost will be paid from the Restricted 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, Secondary Education
Approver: Assistant Superintendent, Educational Services

12.32 Ratification of Business and Inservice Meeting - Educational Services
(Prepared by Business Services)

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

To attend the 46th Annual National Alliance of Black School Educators (NABSE) Conference, November 6 - 11, 2018, in Baltimore, MD. The total cost including meals and mileage per District guidelines, not to exceed \$3,050.00, will be paid from Educational Services Account No. 419.

Devona Robertson (DAAAC Parliamentarian)

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

12.33 Ratification of 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 ratification of payment to the following non-classified experts:

Joyco Youth and Family Services, San Bernardino, CA, to provide a one-day Young Women's Conference to be held at San Bernardino High School, effective November 3, 2018. Joyco Youth and Family Services will provide a leadership summit for 250 District students that will target the social emotional concepts of self-regulation, self-awareness, and motivation. The conference will include motivational teaching, informational breakout sessions, and mentoring support from leaders in the District. The cost, not to exceed \$15,300.00 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

HUMAN RESOURCES

- 12.34 Ratification of the Agreement with California State University, San Bernardino, CA, to Provide a Cognitive Training Program at Hillside Elementary School
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratification to enter into the agreement with California State University, San Bernardino, CA, to provide a Cognitive Training Program for 60 students at Hillside Elementary School, effective October 15, 2018 - March 15, 2019. The training program is designed to build abilities that are important to students' academic success. The program will focus on improving students' attention, concentration, and memory. Each student will receive two (2) 15-minute practice sessions, plus 19 thirty-minute training sessions (4 days a week) for a total of 10 hours of training. **There is no cost to the District. Requester: Site**

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

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

- 12.35 Ratification of the Agreement with Riverside County Superintendent of Schools, Riverside, CA, Professional Development for Teachers at Henry Elementary School
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratification to enter into the agreement with Riverside County Superintendent of Schools, Riverside, CA, to provide 11 days of professional development to include overview and organization of lesson study and a copy of the Progressions to 12 teachers at Henry Elementary School at a cost per teacher of \$500.00, effective July 1, 2018 – June 30, 2019. The cost, not to exceed \$6,000.00 will be paid from the Restricted General Fund – Elementary Secondary Education Act Title I, Account No. 501. **Requester: Site**

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

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

STUDENT SERVICES

- 12.36 Agreement with Action-Driven Inquiry, Montclair, CA, to Provide Professional Development on Next Generation Science Standards to Teachers at Urbita Elementary School
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Action-Driven Inquiry, Montclair, CA, to provide professional learning experience to 25 teachers and support staff at Urbita Elementary School on Next Generation Science Standards (NGSS), effective November 7, 2018 – June 6, 2019. Action-Driven Inquiry will provide 75 hours of training in the areas of curriculum, instruction, and site-based needs, and assist with implementing the strategies for positively impacting student achievement. The cost per hour for the professional development is \$133.33 and includes all travel expenses. The cost, not to exceed \$10,000.00, 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, Student Services

- 12.37 Agreement with Young Visionaries Youth Leadership Academy, San Bernardino, CA, to Provide the Successfully Motivating African Americans through Resiliency Training at District School Sites
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into the agreement with Young Visionaries Youth Leadership Academy, San Bernardino, CA, to provide the Successfully Motivating African Americans through Resiliency Training (SMAART), to 360 students at Arrowview and King middle schools, Arroyo Valley, Pacific, San Andreas, San Bernardino, and Sierra high schools, effective November 7, 2018 – June 30, 2019. SMAART is designed to increase resiliency, decrease referral and suspension rates, increase social skills and emotional awareness, and increase self-efficacy and self-image. **There is no cost to the District.**

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

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

- 12.38 Extended Field Trip, Cajon High School, Las Vegas Holiday Classic Invitational Wrestling Tournament and Red Rock Canyon National Conservation Area Visit, Las Vegas, NV
(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 4 chaperones, to attend the Las Vegas Holiday Classic Invitational Wrestling Tournament and visit to the Red Rock Canyon National Conservation Area, Las Vegas, NV, from December 20 - 23, 2018. Student athletes that compete at the highest level have been found to do better in academics. After the tournament, students will visit the Red Rock Canyon National Conservation Area where they will learn about geological features such as sandstone peaks and see Native American petroglyphs. The cost of the trip, not to exceed \$7,650.00, including meals and lodging, will be paid from Cajon High School ASB and Account Nos. 202 and 213. Transportation provided by America's Xpress Rent-A-Car, not to exceed \$1,200.00, will be paid from Cajon High School Account No. 202. 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, Student Services

- 12.39 Extended Field Trip, CAPS/California Cadet Corps, the 11th Brigade Basic and Advanced Non-Commissioned Officer and Officer Candidate School Course at Serrano Middle School
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the extended field trip for 175 California Cadet Corps students, 8 District employees, and 10 chaperones, to attend the 11th Brigade Basic and Advanced Non-Commissioned Officer and Officer Candidate School (BNCO/ANCO/OCS) Course at Serrano Middle School, November 16 - 18, 2018. This event provides participating cadets with the opportunity to learn the traits and principles of leadership, study examples of civilian, military, civic, and business leaders, and apply leadership theory in a practical setting. The cost of the trip, not to exceed \$3,200.00 including meals and lodging, will be paid from Cadet Corps Account No. 030. Transportation will be provided by parents to and from the event. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office.

Requester: Director, Creative Before-and After-school Programs for Success (CAPS)
Approver: Assistant Superintendent, Student Services

12.40 Extended Field Trip, CAPS/California Cadet Corps, Community Emergency Response Team Training, San Luis Obispo, CA
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the extended field trip for 20 California Cadet Corps students and 3 District employees, to attend the CAPS/California Cadet Corps, Community Emergency Response Team (CERT) training, in San Luis Obispo, CA, November 15 - 18, 2018. This event allows for instruction, re-teaching, and field performance opportunities relating to the following components of the California Cadet Corps curriculum: applied leadership, command functions, staff operation, staff relations and coordination, resource management, safety planning, morale activities, and methods of instruction. Meals, lodging, and transportation will be provided by California Cadet Corp state operations. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office. **There is no cost to the District.**

Requester: Director, Creative Before- and After-school Programs for Success (CAPS)
Approver: Assistant Superintendent, Student Services

12.41 Facilities Use Agreement and Extended Field Trip, CAPS/California Cadet Corps, the 11th Brigade Bivouac with the Greater Los Angeles Area Council #33, at the Firestone Boy Scout Reservation, Brea, CA
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the extended field trip for 250 California Cadet Corps students, 10 District employees, and 15 chaperones, to attend the 11th Brigade Bivouac with the Greater Los Angeles Area Council #33, at the Firestone Boy Scout Reservation, Brea, CA, December 7 - 9, 2018. This event allows for instruction, re-teaching, and field performance opportunities relating to the following components of the California Cadet Corps curriculum: applied leadership, command functions, staff operations and coordination, resource management, safety planning, morale activities, and methods of instruction. The cost of the trip, not to exceed \$15,000.00, including meals and lodging, will be paid from Cadet Corps Account No. 030. Transportation provided by Durham School Services, not to exceed \$8,000.00, will be paid equally from the 10 participating school sites. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office.

Requester: Director, Creative Before-and After-school Programs for Success (CAPS)
Approver: Assistant Superintendent, Student Services

12.42 Memorandum of Understanding with My Family Inc., Riverside, CA, to Provide Youth Enrichment and Outpatient Services
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into a memorandum of understanding with My Family Inc. (MFI), Riverside, CA, to provide youth enrichment and outpatient services, effective November 7, 2018 - June 30, 2019. MFI will provide substance use disorder recovery and counseling services for approximately 150 District students. The purpose of the program is to help at-risk adolescents and those involved with the criminal justice system understand the consequences of inappropriate and/or unlawful behavior and overcome related problems. MFI will also provide an adolescent outpatient program to help adolescents overcome the debilitating effects of alcohol and drugs. Services include, but are not limited to: Intake, assessment, individual treatment planning and counseling sessions, education groups, family counseling, and case management. **There is no cost to the District.**

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

Requester: Director, Youth Services

Approver: Assistant Superintendent, Student Services

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

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

International Institute for Restorative Practices, Bethlehem, PA, to provide a two-day workshop to approximately 45 District staff on “Restorative Practices and Using Circles Effectively”, effective November 8 – 9, 2018. The training will focus on effective restorative circles, building social capital, resolving social problems, and creating a positive learning environment. The cost, not to exceed \$8,500.00, 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, Student Wellness & Support Services

Approver: Assistant Superintendent, Student Services

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

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

Highland-Pacific Elementary School requests Board of Education approval to utilize One World Rhythm, Burbank, CA, for two hands-on, interactive music assemblies to coincide with Red Ribbon Week to 342, TK - 6 grade students, October 23, 2018. These assemblies are to encourage all students to make good choices and reinforce positive behavior. The total cost, not to exceed \$750.00, will be paid from Highland-Pacific Elementary School Account No. 501. **Requester: Site**

Requester: Principal, Highland-Pacific Elementary School
Approver: Assistant Superintendent, Student Services

Bradley Elementary School requests Board of Education approval to utilize the Drug Enforcement Administration (DEA), Riverside, CA, for a Red Ribbon Week presentation to 550, TK - 6 grade students on October 23, 2018. This presentation will feature DEA officers and a California Highway Patrol K-9 Unit dedicated to the promotion of a drug-free lifestyle. Students will receive lessons on the dangers of drugs and encouragement from the officers on the front lines of drug enforcement to live drug free. **There is no cost to the District. Requester: Site**

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

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

Bradley Elementary School requests Board of Education approval to utilize Dairy Council of California, Sacramento, CA, for a "Mobile Dairy Classroom" visit to present the Farm to School assembly to 534, TK - 6 grade students, December 3, 2018. This assembly will provide students with an understanding of farm life, what products come from the farm, learn the anatomy of the cow and how milk goes from cow to refrigerator, the uses of agriculture and its contribution to the food supply, and how to create a healthy diet. This assembly supports Language Arts, Science, and Math standards cross curriculum. **There is no cost to the District. Requester: Site**

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

- 12.45 Ratification of Amendment No. 1 to the Facilities Use Agreement with the DoubleTree by Hilton, San Bernardino, CA, to Host the 2018 Fall Student Wellness Symposium
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratifying the amendment to the facilities use agreement with the DoubleTree by Hilton, San Bernardino, CA, approved on September 4, 2018 Agenda Item No. 9.30. The agreement is being amended to increase the contract amount by \$14,847.81 for additional participants that attended the Fall Student Wellness Symposium on October 12, 2018, increasing the contract amount from \$13,597.74 to a not to exceed amount of \$28,445.55. The additional cost will be paid from the Unrestricted General Fund – Learning Communities for School Success Programs, Account No. 455.

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

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

- 12.46 Ratification of Amendment No. 1 to the Agreement with Manuel Baltierra, Grand Terrace, CA, to Provide “The Parent Project” Workshops for the Family Engagement Center
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratifying the amendment to the agreement with Manuel Baltierra, Grand Terrace, CA, approved on September 18, 2018 Agenda No. 11.36. This agreement is being amended to change the start date from September 19, 2018 to September 10, 2018. The cost, not to exceed \$30,000.00 at a cost of \$7,500.00 per each ten (10) week session, 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 Center
Approver: Assistant Superintendent, Student Services

- 12.47 Ratification of the Agreement and Approval of Payment for Course of Study Activity - Student Services
(Prepared by Business Services)

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

Bonnie Oehl Elementary School requests Board of Education approval to enter into the agreement to utilize StuntMasters Inc., Gilbert, AZ, for a BMX Impact Motivational Assembly to 547, K - 6 grade students, October 30, 2018. This presentation inspires students to live thoughtful, active, and purposeful lives by reaching out with entertainment-backed messages and inspirational role models. The total cost, not to exceed \$850.00, will be paid from Bonnie Oehl Elementary School PTO. **Requester: Site**

Requester: Principal, Bonnie Oehl Elementary School
Approver: Assistant Superintendent, Student Services

- 12.48 Ratification of the Agreement with Breaking Barriers United, LLC, Moreno Valley, CA, to Provide Presentations to Various District Middle Schools.
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratification to enter into an agreement with Breaking Barriers United, LLC, Moreno Valley CA, to provide presentations and workshops for approximately 2,500 middle school students at Del Vallejo, Paakuma', Shandin Hills, and one additional site to be determined, effective September 12, 2018 – June 30, 2019. The presentations and workshops are designed to bridge the gap between police officers, students, and community members through transparency and hands-on scenarios. The total cost, not to exceed \$12,000.00 payable at \$1,500.00 per presentation/workshop for eight (8) sessions, 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, Student Wellness & Support Services
Approver: Assistant Superintendent, Student Services

- 12.49 Ratification of the Extended Field Trip, Cajon High School, Historically Black Colleges and University College Tours in Georgia and Alabama
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratification of the extended field trip for 15 Cajon High School students and 2 District employees to attend and visit the Historically Black Colleges and University (HBCU) College Tours in Georgia and

Alabama, October 24 - 28, 2018. This trip allows students to participate in seminars and campus tours that feature alumnae of the various HBCUs speaking about their experiences and transitions into their selected professions. It is designed to give students a fuller awareness of the college options available to them beyond their immediate area and to address District goals related to the use of LCAP funds to support development of a college-going culture by providing opportunities for students to visit college campuses. The cost of the trip, not to exceed \$17,250.00, including meals and lodging, will be paid from Cajon High School Local Control Accountability Plan (LCAP) Account No. 419. Transportation provided by air, not to exceed \$3,750.00, will be paid from Cajon High School Local Control Accountability Plan (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, Cajon High School
Approver: Assistant Superintendent, Student Services

- 12.50 Ratification of the Memorandum of Understanding with Kaiser Permanente, Fontana, CA, for Serrano Middle School Students to Participate in the Hippocrates Circle Program – Mentoring Kids Today for Physician Careers Tomorrow
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the ratification of the memorandum of understanding with Kaiser Permanente, Fontana, CA, for 40, 7 - 8 grade Serrano Middle School students to participate in the Hippocrates Circle Program (HCP) – Mentoring Kids Today for Physician Careers Tomorrow, effective October 1, 2018 – March 20, 2019. Participating students will take a tour of a Kaiser Permanente Medical Center, attend physician presentations, tour a local medical school, participate in financial aid discussions, and attend an affirmation and graduation ceremony. **There is no cost to the District. Requester: Site**

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

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

- 12.51 Ratification of the Renewal of the Agreement with Valley Star Behavioral Health, Inc., San Bernardino, CA, to Provide the Promoting Resiliency in African American Children Program to District Students
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratifying the renewal of the agreement with Valley Star Behavioral Health, Inc., San Bernardino, CA, to provide the Promoting Resiliency in African American Children (PRAAC) Program at Del Rosa, Hunt and Jones elementary schools, effective July 1, 2018 - June 30, 2023. PRAAC is a prevention and early intervention program for up to 1,000 African American children and

their families. The PRAAC program will promote enhanced wellness and resiliency, hope and optimism in African American youth and families. The focus of the program will be on increasing school/academic outcomes, social problem solving, and increasing family outcomes. **There is no cost to the District.**

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

Requester: Director, Student Wellness & Support Services

Approver: Assistant Superintendent, Student Services

Youth Services

12.52 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:

11/13/2003 *(S) 03/11/2004

*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.

12.53 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:

12/11/2004 06/29/2001 03/06/2007 12/19/2002

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

12.54 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:

12/17/1999 07/08/2008 10/13/2003 05/04/2010

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

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

03/22/2000

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

Education Code 48213 states: that a student can be excluded from attendance pursuant to Section

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

SESSION THIRTEEN

13.0 Action Items

10:00 pm

13.1 Personnel Report #9, Dated November 6, 2018
(Prepared by Human Resources)

It is recommended that the following resolution be adopted:

BE IT RESOLVED that Personnel Report #9, dated November 6, 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.

13.2 Amendments to BP 4030, Nondiscrimination in Employment (First Reading)
(Prepared by Deputy Superintendent)

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education receives the amendments to Board Policy 4030, Nondiscrimination in Employment as a First Reading.

San Bernardino City USD | BP 4030 Personnel

Nondiscrimination in Employment

Purpose

To prevent discriminatory harassment in the work place and educational environment.

Policy Statement

The San Bernardino City Unified School District is committed to providing all employees and students a working and learning environment that is free of discrimination, harassment, intimidation, and bullying in accordance with applicable state and federal laws. This nondiscriminatory working and learning environment is for the benefit of all district employees (non-supervisory, supervisors and management) and students. All employees are expected to fully comply with this policy. Additionally, non-employees who have contact with the district's employees or students during working or educational hours are expected to conduct themselves in accordance with this policy. Absolutely no one is authorized to engage in conduct prohibited by this policy.

In keeping with this commitment to a nondiscriminatory working environment, the district maintains a strict policy prohibiting sexual harassment, discrimination, harassment, intimidation, and bullying or harassment based on age over forty, race or ethnicity, ethnic group identification, color, actual or perceived sex, religion, national

origin, ancestry, medical condition (cancer and genetic characteristics)*, marital status, physical or mental disability, sexual orientation, gender**, personal or family genetic information, or family care and medical leave entitlement in accordance with applicable state and federal laws. It is also prohibited to discriminate on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics. This policy prohibits all forms of discriminatory harassment through any means, including nonverbal, verbal (including derogatory comments, slurs, propositions, teasing, jokes or taunts), physical (including gestures, touching, obstructing or otherwise interfering with a person's movement) or visual (including leering, cartoons, drawings, magazines, notes, *all social media*, letters or posters).

This policy prohibits all conduct by which an employee or student because of race or ethnicity, ethnic group identification religion, color, national origin, ancestry, physical disability, mental disability, medical condition (cancer or genetic characteristics)*, marital status, age (40 and above), sex, sexual orientation, gender**, personal or family genetic information, on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics or family care and medical leave entitlement, is subjected to unwelcome, offensive, intimidating, oppressive or otherwise interfering harassment or is subject to any discrimination, harassment, intimidation, or bullying thereof on district property or district/school related activities. This includes discrimination, harassment, intimidation, or bullying based on the actual or perceived characteristics as specified above. This policy applies to all acts related to school activity or school attendance occurring within a school under the jurisdiction of the Superintendent of the school district. Students and employees will not be excluded on the basis of actual or perceived sex, sexual orientation, gender, age, ethnic group identification, race or ethnicity, ancestry, national origin, religion, color, mental or physical disability, personal or family genetic information, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics from participation in any educational program, curricular or extracurricular, including all sports and other activities, denied the benefits of participation, or subjected to harassment or other forms of discrimination, harassment, intimidation, or bullying in such programs or employment.

Medical Condition is defined, in accordance with the California Fair Employment and Housing Act, as any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer or genetic characteristics.

Gender is defined as the person's actual sex, or the perception of the person's sex, and includes the perception of the person's identity, appearance, or behavior, whether or not that identity, appearance, or behavior is different from that traditionally associated or stereo typically with that person's assigned sex at birth. The district may require persons to comply with reasonable workplace appearance, grooming, and dress standards consistent with state and federal law, provided that persons are allowed to appear or dress consistently with their gender identity.

"Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by *adults*, by a pupil, *or group of pupils* as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property,
2. Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable pupil to experience substantial interference with his or her academic performance.
4. Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

An electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager.

A reasonable pupil means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

Hate-Motivated Behavior

The Board of Education affirms the right of every student to be protected from hate-motivated behavior. It is the intent of the Board to promote harmonious relationships that enable students to gain a true understanding of the civil rights and social responsibilities of people in our society. Behavior or statements that degrade an individual on the basis of his/her race, ethnicity, culture, heritage, gender, sexual orientation, physical/mental attributes, religious beliefs or practices shall not be tolerated.

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

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5131.5 - Vandalism, Theft and Graffiti)

(cf. 5136 - Gangs)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 6141.6 - Multicultural Education)

Any employee or student who feels that he/she is a victim of hate-motivated behavior shall immediately contact the principal or Affirmative Action or District website "button". If the employee or student believes that the situation has not been remedied by the principal or designee, he/she may file a complaint in accordance with district complaint procedures.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

Staff who receive notice of hate-motivated behavior or personally observe such behavior shall notify the principal, Superintendent or designee, and law enforcement, as appropriate. Students demonstrating hate-motivated behavior shall be subject to discipline in accordance with Board policy and administrative regulation.

(cf. 3515.3 - District Police/Security Department)

(cf. 4158/4258/4358 - Employee Security)

(cf. 5144 - Discipline)

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

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

In addition, the district shall provide counseling and appropriate sensitivity training and diversity education for employees or students exhibiting hate-motivated behavior. The district shall also provide counseling, guidance and support, as necessary, to those employees or students who are the victims of hate-motivated behavior.

(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee shall ensure that staff receive appropriate training to recognize hate-motivated behavior and methods for handling such behavior in appropriate ways.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The district shall provide age-appropriate instruction to help promote understanding of and respect for human rights.

At the beginning of each school year, students and staff shall receive a copy of the district's policy on hate-motivated behavior.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900.3 Suspension for hate violence

PENAL CODE

186.21 Street terrorism; legislative findings and declarations

422.55-422.86 Hate Crimes

11410-11414 Terrorism

13023 Reports by law enforcement of crimes motivated by race, ethnicity, religion, sexual orientation or physical or mental disability

13519.6 Hate crimes, training courses and guidelines

UNITED STATES CODE, TITLE 18

245 Federally protected activities

Management Resources:

CSBA PUBLICATIONS

Protecting Our Schools: Board of Education Strategies to Combat School Violence, 1995

ALAMEDA OFFICE OF EDUCATION & CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Hate-Motivated Behavior in Schools: Response Strategies for School Boards, Administrators, Law Enforcement and Communities, 1997

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS & NATIONAL ASSOCIATION OF ATTORNEYS GENERAL PUBLICATIONS

Protecting Students from Harassment and Hate Crime: A Guide for Schools, 1999

WEB SITES

CDE: <http://www.cde.ca.gov>

California Association of Human Relations Organizations: <http://www.cahro.org>

United States Department of Education, Office of Civil Rights: <http://www.ed.gov/offices/OCR/index.html>

Policy SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

adopted:

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of Discrimination

32282 School safety plans

48900.3 Suspension for hate violence

48900.4 Suspension or expulsion for threats or harassment

PENAL CODE

422.44 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

4600-4697 Uniform Complaint Procedures

4900-4965 Nondiscrimination in elementary and secondary education Programs

Sexual Harassment

All of the foregoing apply to complaints of sexual harassment. For the purpose of clarification, prohibited sexual harassment includes but is not limited to unwelcome sexual advances, requests for sexual favors and other verbal, nonverbal, visual or physical conduct of a sexual nature where:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, academic status or progress;
2. Submission to, or rejection of, such conduct by an individual is used as the basis of employment or educational decisions affecting the individual;
3. Such conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance or creating an intimidating, hostile, or offensive working or educational environment; or
4. Submission to, or rejection of the conduct by the individual regarding benefits and services, honors, programs, or activities available at or through the district or its sites.

Examples of prohibited harassing acts:

1. Unwelcome sexual advances or sexual propositions
2. Kidding, teasing, or joking of a sexual nature or of other protected bases delineated above
3. Graphic commentary about an individual's body, sexual prowess or sexual deficiencies
4. Derogatory or demeaning comments about anyone's gender in general or gender identity or expression, epithets, slurs or jokes about one's race or ethnicity, color, national origin, religious creed, physical or mental disability, age (40 and over), sex, gender identity or expression, sexual orientation, or marital status
5. Leering or staring at someone
6. Unwelcome suggestive or insulting sounds such as whistles, kissing sounds, howling, or sucking noises
7. ***Unwelcome*** touching, patting, pinching, stroking, squeezing, tickling or brushing against another's body
8. Displaying offensive objects, ***pictures***, calendars, cartoons, magazines, videotapes, audio recordings or literature which are sexual in nature

9. Unwelcome use of sexually degrading language or innuendoes
10. Obscene gestures

Consensual sexual relationships:

Romantic or sexual relationship of any employee with elementary or secondary students is clearly prohibited pursuant to state molestation laws concerning adults and children. Romantic or sexual relations between an adult student and faculty member or between a subordinate employee and his/her superior can raise "serious concerns" where there may be a conflict of interest and abuse of power. Such relations may lead to favoritism of a student or subordinate employee with whom the teacher or superior is sexually involved and where such favoritism adversely affects other students and/or employees

1. Unwanted neck or shoulder massage
2. Spreading rumors about a person's sexuality
3. Graffiti about a person's sexuality
4. Letters, notes, telephone calls, e-mails, pictures or materials of a sexual nature
5. Stalking a person
6. Attempted or actual sexual assault
7. Making or threatening reprisals after a negative response to sexual advances
8. Impeding or blocking of one's movement
9. Repeatedly asking out a person who is not interested

Enforcement

Disciplinary action up to and including termination will be promptly taken against any employee (non-supervisory, supervisor or manager) if it becomes known to management that such person has engaged in conduct prohibited by this policy.

No Retaliation

No employee or student shall be retaliated against, in any manner, for reporting conduct which he/she believes to be a violation of this policy, for participating in an investigation of a possible violation of this policy, or for using the district's Complaint Procedure.

Retaliation against anyone reporting or perceived to have reported sexual harassment behavior is prohibited. Any retaliatory conduct shall be considered a serious violation of this policy and shall be independent of whether a complaint of sexual harassment is substantiated. Moreover, encouraging others to engage in retaliatory conduct also violates this policy.

Examples of prohibited retaliation:

1. Unfair grading
2. Unfair evaluation
3. Unfair assignment

4. Public or private ridicule
5. Oral or written threats
6. Intimidation
7. Destruction of property
8. Further harassment

Complaints

Individuals who have been subjected to discriminatory harassment have an obligation to immediately report the incident or incidents to their immediate supervisor or the district's Affirmative Action Director, who is also the district's Title IX Coordinator. Complaints alleging failure to comply with applicable state and federal laws and regulations and/or alleging discrimination, harassment, intimidation, or bullying will be processed in accordance with the district's Uniform Complaint Policy and Procedure and in accordance with the procedures set out in 5 CCR 4600-4687. Copies of the district's complaint procedures shall be available free of charge. The district's Affirmative Action Office shall have available information on the rules and procedures for reporting charges of sexual harassment and pursuing available remedies.

The procedure set forth pursuant to the district's Uniform Complaint Policy and Procedure does not deny the right of any individual to pursue other avenues of remedy under the jurisdiction of any state or federal law.

The confidentiality of the reporting or complaining party will be observed provided it does not interfere with the district's ability to investigate or take corrective action and shall remain confidential, as appropriate.

School personnel who witness acts of discrimination, harassment, intimidation, or bullying based on actual or perceived characteristics, as specified in this policy, are required to take immediate steps to intervene when safe to do so.

Notifications

Pursuant to Educational Code 231.5, a copy of this policy will be displayed in a prominent location in the main administrative building or other areas of the school site or campus. A prominent location is a location or those locations in the main administrative building or other areas where notices regarding the district's rules, regulations, procedures, and standards of conduct are posted including offices, staff lounge and pupil government meeting rooms.

Also, a copy of this policy will be provided to each person employed by the school district at the beginning of the first quarter or semester of the school year, or at the time that a new employee is hired. A copy of the district's written policy on sexual harassment shall appear in any publication of the district that sets forth the comprehensive rules, regulations, procedures and standards of conduct for the district.

Site administrators or immediate supervisors who receive a sexual harassment incident report from any employee, non-employee or the public are required to submit a report to the Affirmative Action Office in order for the Affirmative Action Office to maintain a

record of complaints. Also any bullying incident report covered under this policy shall be reported to the Affirmative Action Office to maintain a record of complaints and their resolution.

Training

By January 1, 2006, and every two years thereafter, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All newly hired or promoted supervisory employees shall receive training within six months of their assumption of the supervisory position. (Government Code 12950.1)

The district's training and education program for supervisory employees shall include information and practical guidance regarding the federal and state statutory law on the prohibition against and the prevention and correction of sexual harassment and the remedies available to the victims of sexual harassment in employment. The training shall also include practical examples aimed at instructing supervisors in the prevention of harassment discrimination, harassment, intimidation, or bullying and retaliation. (Government Code 12950.1)

The district's Affirmative Action Director or designee is responsible for ensuring school district compliance with the requirement of Chapter 5.3 (commencing with Section 4900) of Division 1 of Title 5 of the California Code of Regulations and Chapter 2 (commencing with Section 200).

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

7287.6 Terms, conditions and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

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UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age discrimination in federally assisted programs

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 Compliance information

104.7 Designation of responsible employee for Section 504

104.8 Notice

106.8 Designation of responsible employee and adoption of grievance procedures

106.9 Dissemination of policy

110.1-110.39 Nondiscrimination on the basis of age

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS
PUBLICATIONS

Notice of Non-Discrimination, August 2010

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Questions and Answers: Religious Discrimination in the Workplace, 2008

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the
Americans with Disabilities Act, October 2002

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by
Supervisors, June 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Education, Office for Civil Rights:
<http://www.ed.gov/about/offices/list/ocr>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

Policy SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

adopted: October 16, 2007 San Bernardino, California

revised: July 1, 2008

revised: March 18, 2014

13.3 Approval of the Fall 2018 California School Dashboard Local Indicators Report
(Prepared by Educational Services)

BE IT RESOLVED that all districts have until November 16, 2018 to upload their Local Indicator Reports to the California School Dashboard website.

BE IT ALSO RESOLVED that the California Department of Education suggests that the findings contained in the Fall 2018 California School Dashboard Local Indicators Report be reported at a regularly scheduled Board of Education meeting.

BE IT ALSO RESOLVED that San Bernardino City Unified School District reports a score of “Met” for each of the following Local Indicators:

- Priority 1: Appropriately assigned teachers, Access to Curriculum Aligned Instructional Materials, and Safe, Clean, Functional School Facilities
- Priority 2: Self-Reflection Tool for Implementation of State Academic Standards
- Priority 3: Self-Reflection Tool for Parent Engagement
- Priority 6: School Climate
- Priority 7: Self-Reflection Tool - Access to a Broad Course of Study

Priority 4, Student Achievement; Priority 5, Student Engagement; and Priority 8, Outcomes in a Broad Course of Study are state indicators and are not reported locally by the District.

BE IT FURTHER RESOLVED that the Board of Education approves the Local Indicator Report results.

Requester: Accountability and Educational Technology Department

Approver: Assistant Superintendent, Educational Services

13.4 Consideration and Approval of the Amendment to Employment Contract, Superintendent
(Prepared by Human Resources)

Under the existing contract language, the term of employment for the Superintendent is extended for one year upon receipt of a satisfactory or better evaluation. The Superintendent has received a satisfactory or better evaluation.

BE IT RESOLVED that the Board of Education approves the amendment to the employee contract, Superintendent.

- 13.5 Consideration and Approval of the Amendment to Employment Contract, Deputy Superintendent
(Prepared by Human Resources)

Under the existing contract language, the term of employment for the Deputy Superintendent is extended for one year upon receipt of a satisfactory or better evaluation. The Deputy Superintendent has received a satisfactory or better evaluation.

BE IT RESOLVED that the Board of Education approves the amendment to the employee contract, Deputy Superintendent.

- 13.6 Consideration and Approval of the Amendment to Employment Contract, Assistant Superintendent, Continuous Improvement
(Prepared by Human Resources)

Under the existing contract language, the term of employment for the Assistant Superintendent, Continuous is extended for one year upon receipt of a satisfactory or better evaluation. The Assistant Superintendent has received a satisfactory or better evaluation.

BE IT RESOLVED that the Board of Education approves the amendment to the employee contract, Assistant Superintendent, Continuous Improvement.

- 13.7 Consideration and Approval of the Amendment to Employment Contract, Assistant Superintendent, Educational Services
(Prepared by Human Resources)

Under the existing contract language, the term of employment for the Assistant Superintendent, Educational Services is extended for one year upon receipt of a satisfactory or better evaluation. The Assistant Superintendent has received a satisfactory or better evaluation.

BE IT RESOLVED that the Board of Education approves the amendment to the employee contract, Assistant Superintendent, Educational Services.

- 13.8 Consideration and Approval of the Amendment to Employment Contract, Assistant Superintendent, Human Resources
(Prepared by Human Resources)

Under the existing contract language, the term of employment for the Assistant Superintendent, Human Resources is extended for one year upon receipt of a satisfactory or better evaluation. The Assistant Superintendent has received a satisfactory or better evaluation.

BE IT RESOLVED that the Board of Education approves the amendment to the employee contract, Assistant Superintendent, Human Resources.

13.9 Consideration and Approval of the Amendment to Employment Contract, Assistant Superintendent, Student Services
(Prepared by Human Resources)

Under the existing contract language, the term of employment for the Assistant Superintendent, Student Services is extended for one year upon receipt of a satisfactory or better evaluation. The Assistant Superintendent has received a satisfactory or better evaluation.

BE IT RESOLVED that the Board of Education approves the amendment to the employee contract, Assistant Superintendent, Student Services.

13.10 Consideration and Approval of the Amendment to Employment Contract, Chief Business Officer
(Prepared by Human Resources)

Under the existing contract language, the term of employment for the Chief Business Officer is extended for one year upon receipt of a satisfactory or better evaluation. The Chief Business Officer has received a satisfactory or better evaluation.

BE IT RESOLVED that the Board of Education approves the amendment to the employee contract, Chief Business Officer.

13.11 Consideration and Approval of the Amendment to Employment Contract, Executive Director, Community Engagement
(Prepared by Human Resources)

Under the existing contract language, the term of employment for the Executive Director, Community Engagement is extended for one year upon receipt of a satisfactory or better evaluation. The Executive Director, Community Engagement has received a satisfactory or better evaluation.

BE IT RESOLVED that the Board of Education approves the amendment to the employee contract, Executive Director, Community Engagement.

13.12 Resolution of Approval for Renewal of the Charter Petition of iEmpire Academy by the Governing Board of Trustees of the San Bernardino City Unified School District
(Prepared by Educational Services)

WHEREAS, pursuant to Education Code Section 47605 *et seq.*, the Governing Board of Trustees (“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 or about September 1, 2009, the Board of the District approved the Charter for the Real Journey Academies – Excel Prep Charter School (“RJA-Excel”) for a five (5) year term ending June 30, 2014; and

WHEREAS, during the 2013-14 school year Real Journey Academies (“RJA”) became the charter management organization for Excel Prep Charter School (“Excel”). As a result of this arrangement, RJA now oversees all fiscal and operational aspects of Excel and New Vision Middle School; and

WHEREAS, on or about June 17, 2014, the Governing Board of the District approved the renewal of the Charter for RJA-Excel for a five (5) year term ending June 30, 2019; and

WHEREAS, a charter petition and supporting documentation (“Charter”) were submitted to the District requesting to renew the Charter on September 7, 2018, for a five-year term of July 1, 2019 through June 30, 2024 under the proposed name of iEmpire Academy (“iEmpire” or “Charter School”); and

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

WHEREAS, a public hearing on the provisions of the renewal Charter was conducted on October 2, 2018, pursuant to Education Code Section 47605, at which time the 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 determined that certain changes and revisions to the Charter were necessary in order to support the requested Charter renewal. The District administration worked collaboratively with iEmpire 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 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, in accordance with Education Code Section 47607(a)(3)(A), the Board has considered increases in pupil academic achievement for all groups of pupils served by iEmpire as the most important factor in determining whether to grant iEmpire’s renewal request; and

WHEREAS, in accordance with California Code of Regulations, Title 5, Section 11966.4(b)(1), in considering iEmpire’s Charter the Board considered the past

performance of iEmpire’s academics, finances, and operation and future plans for improvement in evaluating the likelihood of future success; and

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

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS, that the 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 Board hereby extends the Charter for a five (5) year term commencing on July 1, 2019 and ending on June 30, 2024. The Charter being approved and extended 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 6th day of November, 2018 by the Board of the San Bernardino City Unified School District at the regular Board meeting.

13.13 Approval of the Memorandum of Understanding By and Between the San Bernardino City Unified School District and iEmpire Academy

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed by and between the Board of Trustees of the San Bernardino City Unified School District ("District"), a school district organized and existing under the laws of the State of California and operating as a single-district special education local plan area (“SELPA”) and iEmpire Academy ("Charter School"), a charter school organized and existing under the laws of the State of California (collectively, “the Parties”).

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

In consideration of the promises, mutual covenants and agreements herein set forth, the District and the Charter School do hereby agree as follows:

I. TERM

This MOU shall run from July 1, 2019 through June 30, 2024, unless either party provides the other with a thirty-day written notice of intent to terminate the agreement, or unless otherwise renewed by Agreement of the Charter School and the District, although any payments remaining outstanding after the end of the term shall remain due and payable pursuant to the terms of this MOU.

II. SPECIAL EDUCATION SERVICES/504

The following provisions govern the application of special education 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. Furthermore, no student and/or parent will be encouraged not to enroll or to leave the Charter School because the Charter School does not provide special education services, or is not a good fit for the student.
- B. Pursuant to Education Code Section 47641(b), the Charter School has elected to be deemed a public school of the District for special education purposes. Nothing in this Agreement shall prevent the Charter School from seeking membership in a SELPA as a local educational agency (“LEA”). In the case that LEA status and membership in a SELPA is attained by the Charter School, the parties shall meet to renegotiate this MOU as the terms of this MOU will no longer align with the legal status of the parties.
- C. 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 of 1973 (“Section 504”) and the Americans with Disabilities Act (“ADA”) with respect to eligible students.
 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 Director of Special Education in writing of the name of the responsible individual.
 4. The Charter School will comply with all applicable state and federal laws regarding compliance with Section 504 and the ADA.
- D. Charter School Special Education Responsibilities
 1. *General Requirements*

The Charter School and the District will adhere to the provisions of the Individuals with Disabilities in Education Improvement Act (“IDEA”) and California special education laws and regulations to assure that all students with disabilities are accorded a free, appropriate public education (“FAPE”). The Charter School will also ensure that no student otherwise eligible to enroll in their Charter School will be denied enrollment on the basis of their special education status.

The Charter School will comply with Section 504, the ADA, and all Office for Civil Rights mandates as applicable for students enrolled in the Charter School.

The Charter School will use District forms to develop, maintain, and review assessments and Individual Education Programs (“IEP”) in the format required by the District and in

accordance with District policies and procedures. The Charter will maintain copies of assessments and IEP materials for District review upon request.

The Charter School will participate in the state quality assurance process for special education (i.e. verification reviews, coordinated compliance self-reviews, complaints monitoring, procedural safeguards, and the local plan).

The Charter School is solely responsible for the management of its special education budgets, personnel, programs and services. The Charter School will ensure that its special education personnel or contracted personnel is appropriately credentialed, licensed or on waiver consistent with California laws and regulations.

The Charter School will implement the programs and services, including providing related services, required by the IEPs of the students enrolled at the Charter School, at its own expense, utilizing state and federal funds allocated to the Charter School. The Charter School may request related services (e.g., Psychological assessments, Counseling, Occupational Therapy, Adapted P.E., Nursing, etc.) from the District, on a “fee-for-service” basis, by submitting written requests to the District. The provision of such related service on a “fee-for-service” basis may be made available by the District at the District’s sole option and via a separate written agreement between the District and the Charter School.

The Charter School may also provide related services by hiring or contracting with credentialed or licensed providers through private agencies or independent contractors.

2. *Transferring Students*

For students transferring to the Charter School from District schools, the Charter School will provide a comparable program to that set forth in the student’s last agreed upon and implemented IEP, including related services, for the first thirty (30) days after enrollment, unless otherwise agreed in writing by the parent/legal guardian and Charter School. IEP team meetings for such students will be held within thirty (30) days of the student’s enrollment in accordance with state and federal law. When requested by the Charter School, a District special education representative shall participate in a student’s first IEP meeting at the Charter School to assist with transition issues.

For students transferring to the Charter School from other school districts, the Charter School shall provide a comparable program to that set forth in the student’s last agreed upon and implemented IEP, including related services, for the first thirty (30) days after enrollment, unless otherwise agreed in writing by the parent/legal guardian and Charter School. IEP team meetings for such students will be held, during which the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law within thirty (30) days of the student’s enrollment in accordance with state and federal law.

3. *Assessments*

The referral process shall include Student Success Team (“SST”) meetings to review prior interventions, accommodations and modifications and to recommend further interventions as appropriate. The referral process shall be supported by the Response to Intervention (“RtI”) model approach using data to identify student strengths and weaknesses. Upon review of accumulated data, observation and review of records, the Charter School may determine that assessment is necessary to determine possible eligibility for special education programs and related services. The Charter School understands and agrees that utilization of the SST process does not waive and/or toll applicable timelines for responding to a request for assessment.

Upon a parent’s written request for assessment, the Charter School shall either develop an assessment plan or provide the student’s parent/guardian with prior written notice of the Charter School’s denial of the request for assessment within 15 days of receiving the request for assessment. The assessment plan will describe the types of assessments that may be used to determine the eligibility of students for special education instruction and services. Assessments will be conducted within legal timelines, after receiving the parents’ written consent. The Charter School shall conduct an IEP team meeting that includes required team members within mandated timelines for each student assessed to discuss results, determine eligibility, and (if eligible) specify special education instruction and services. The Charter School will make decisions regarding eligibility, goals, program, placement, and exit from special education through the IEP process according to federal, state and District timelines.

The Charter School will make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments, and triennial assessments, in accordance with state and federal law. The Charter School will also respond to parent/guardian requests for independent educational evaluations (“IEE”), and any IEEs granted by the Charter School will be solely funded by the Charter School.

4. *Alternative Placements*

In the event that the Charter School is not an appropriate placement for a student with special needs, the Charter School understands and agrees that it is responsible for offering and making available a full continuum of placement options, including special day class placement, non-public school placement, and placement in a residential treatment center.

The Charter School will contact the District to discuss placement and service alternatives for a student who requires a more restrictive setting. Charter School IEP teams will facilitate participation of a District special education administrator at an IEP team meeting whenever it is anticipated that a student may require placement in a special day class at a District school, by giving the District five (5) school days’ notice of the IEP meeting. The Charter School shall cooperate and make reasonable efforts to accommodate the District representative’s schedule to the extent possible under legal timelines.

If an IEP team, with the prior approval of the SELPA committee, places a student who previously participated in a District special day program with District representation on the IEP team, the District will be fully responsible for the quality of the program and for any costs incurred for such a placement if the student returns back to the district. To the extent that the District places a student in a special day class pursuant to this paragraph, the Average Daily Attendance earned by the pupil shall accrue to the District. If the school places a student who resides in the District, but was not previously designated as SDC to a SDC classroom, the Charter school will be fully responsible for the quality of the program and any costs incurred for such a placement. To the extent that the Charter School places a student in a special day class pursuant to this paragraph, the Average Daily Attendance earned by the pupil shall accrue to the charter school. This cost shall be throughout the years the student would have attended the charter school or the student leaves the District whichever occurs first.

If an IEP team, with the prior approval of the SELPA committee, places a student who resides outside of the District in a special day program with District representation on the IEP team, the Charter School will be fully responsible for the quality of the program and for any costs incurred for such a placement. To the extent that the Charter School places a student in a special day class pursuant to this paragraph, the Average Daily Attendance earned by the pupil shall accrue to the Charter School. SELPA funds to assist with placements, including but not limited to the X Pot referenced in Section 11, will be made available to the Charter School in the same manner as they are made available to other schools of the District.

If an IEP team places a student in a special education program provided by another entity, including a non-public school, the Charter School will be fully responsible for the quality of the program and for any costs incurred for such a placement. SELPA funds to assist with placements, including but not limited to the X Pot referenced in Section 11, will be made available to the Charter School in the same manner as they are made available to other schools of the District. To the extent that the Charter School assumes responsibility for placement under this paragraph, the Average Daily Attendance earned by the pupil placed, shall accrue to the Charter School.

5. *Least Restrictive Environment*

The Charter School will support movement of students with disabilities into less restrictive environments and increase interactions of students with disabilities with non-disabled students.

6. *Staffing Requirements*

The Charter School shall provide planned staff development activities and participate in available appropriate District/SELPA trainings to support access by students with disabilities to the general education classroom, special education, including the IDEA, general education curriculum, integration of instructional strategies and curriculum adaptations to address the diverse learner, and interaction with non-disabled peers. The

District shall make staff development activities related to special education available to Charter School staff in the same manner as made available to other public schools of the District, and shall provide reasonable advance written notice of such activities to the Charter School.

The Charter School shall maintain personnel and/or contract with outside agencies to provide special education and related services as required by students' IEPs. Should the Charter School fail to provide special education and related services, following written notice, the District may place District personnel at the Charter School to provide services on a fee for services basis at the prevailing rate, including reimbursement for travel costs and the District cost for supervision. Should any District employee provide services, the Charter School agrees to follow the District's collective bargaining agreement regarding staffing requirements, caseloads, and grievance procedures. Any District employee providing services at the Charter School remains an employee of the District.

The Charter School will ensure that the teachers and other persons who provide services to a student with disabilities are knowledgeable of the content of the student's IEP. The Charter School will maintain responsibility for monitoring progress towards IEP goals for students with special needs enrolled in the Charter School. Subject to the possible need for an alternative placement as described above in paragraph D.4, and as determined by the IEP team, the Charter School will assess and develop Individual Transition Plans to help students with disabilities transition to adult living in accordance with District policies and procedures.

7. *Student Discipline/Inclusion*

The Charter School will ensure that it makes the necessary adjustments to comply with the mandates of state and federal laws, including the IDEA, regarding discipline of students with disabilities. Discipline procedures will include positive behavioral interventions. Prior to recommending expulsion and/or prior to the eleventh day of consecutive suspension or a change of placement pursuant to Title 34 of the Code of Federal Regulations, Section 300.536, for a student with disabilities, the Charter School will convene a manifestation determination IEP. The Charter School will collect data pertaining to the number of special education students suspended or expelled. The District may provide appropriate representation at Charter School manifestation determination IEP's upon at least five (5) school days' notice to the District by the Charter School.

8. *Procedural Safeguards/Due Process Hearings*

The District may invoke dispute resolution provisions set out in the Charter petition, initiate due process hearings, and/or utilize other procedures applicable to the Charter School if the District determines that such action is legally necessary to ensure compliance with federal and state special education laws and regulations. The Charter School may request District action on behalf of the Charter School and the District and the Charter School shall meet to agree on a course of action.

In the event that a parent or guardian of a student attending the Charter School initiates due process proceedings, the District and the Charter School shall work together in an attempt to resolve the matter at an early stage (informal settlement or mediation), and will participate in any resolution sessions required by law. In the event that the District determines that legal representation is needed, the District and the Charter School shall be jointly represented by District legal counsel unless there is a conflict of interest. If the Charter School chooses to retain separate legal counsel, the Charter School shall be responsible for the separate fees and costs of such representation.

The Charter School will be solely responsible for the District's and Charter School's joint legal fees, prospective special education and related services, compensatory education, reimbursement, and/or student's attorney's fees awarded by a due process hearing officer, or court for any time period a student was enrolled in the Charter School.

However, in the event that any claim involves a time period where a student was enrolled in another school of the District, the District shall be solely responsible for that time period in which the student was enrolled in the District school, including funding the District's and Charter School's joint legal fees.

9. *Complaints*

In consultation with the Charter School, the District will investigate and respond to all special education complaints the District receives pertaining to the Charter School including the District's Uniform Complaint Procedures, Office for Civil Rights and California Department of Education Special Education Compliance Complaints. 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. The Charter School will cooperate with the District in any such investigations and provide the District with any and all documentation that is needed to respond to complaints. The District will meaningfully involve the Charter School in any investigation or implementation of remedies, prior to either of these occurring, and will accept input from the Charter School. The Charter School will be solely responsible for the costs resulting from, arising out of, or associated with the investigation and implementation of appropriate remedies with regard to a complaint filed regarding a student's attendance at the Charter School.

However, in the event that any complaint involves a time period where a student was enrolled in another school of the District, the District shall be solely responsible for that time period in which the student was enrolled in the District school.

10. *Funding of Special Education Services*

As the Charter School is currently deemed a public school of the District for purposes of special education pursuant to Education Code Section 47641(b), the District and the Charter School are to assume their equitable share of providing services to special education students and therefore assume their equitable portion of SELPA-wide costs

related to serving special education students. Further, schools, whether District or Charter, generate special education revenue, including general purpose block grant funds for students in special day programs, and Assembly Bill (“AB”) 602 and Federal IDEA funds for all students. The District shall base special education pass through revenues upon the District SELPA prior year statewide target rate (“STR”) and projected Charter ADA until official P2 rates are published. The District shall distribute to the Charter School all IDEA and AB 602 funds generated by Charter School students within ten (10) school days of its regular apportionment less 7.5%. This amount shall be retained by the District to cover the cost of the District’s responsibilities under this Agreement.

11. *District Responsibilities Relating to Charter School Special Education Program*

As long as the Charter School operates as a public school of the District for purposes of special education, the District shall provide information to the Charter School regarding District special education decisions, policies, and procedures to the same extent as it is provided to other schools within the District. The District shall access any SELPA-wide programs and/or funding (e.g. “X-Pot”) on behalf of the Charter School in the same manner as it would any other school of the District.

To the extent that the District provides training opportunities and/or information regarding special education to other school site staff, such opportunities and/or information shall be made available to Charter School staff. The District shall publicize its training opportunities to the Charter School.

12. *Indemnification*

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, 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, an/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/or 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 by the Charter School pursuant to this MOU. 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.

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, an/or any judgment rendered against Charter School and Charter School personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and/or 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 and oversight pursuant to this MOU, and is due solely to the acts or omissions of the District, its Board of Directors, Board members, officers, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns.

13. *Accounting and Dispute Resolution*

By the 15th on a bi-monthly basis, Charter School will submit to the District an accounting demonstrating the appropriate expenditure of SELPA funds. A violation of this MOU may constitute a violation of the charter, such that the District may invoke the dispute provisions of the Charter. In the event a situation arises that is not covered by this MOU, the parties shall meet within ten (10) school days of the notice to the other party to agree upon appropriate protocol for handling the situation.

III. NOTICES

Unless otherwise specified by the parties, all notices or the provision of written information shall be given via e-mail and U.S. mail to the following contacts:

The District:
San Bernardino City Unified School District
777 North F Street
San Bernardino, CA 92410

The Charter School:
iEmpire Academy
2050 Pacific Street
San Bernardino, CA 92404

IV. MODIFICATIONS

The provisions of this memorandum of understanding may only be modified, supplemented or terminated through written agreement of the parties. This memorandum of understanding shall supersede any conflicting provisions in the Charter.

V. CONSTRUCTION AND ENFORCEMENT

This MOU shall be construed and enforced in accordance with the laws of the State of California. The titles are for purposes of convenience only and shall not be used to affect the meaning of the language herein. The terms of this MOU shall not be interpreted in favor of or against either party by virtue of the authorship hereof.

VI. ENTIRE AGREEMENT

This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto, exclusive of the terms of the Charter. All prior

representations, understandings and/or agreements, exclusive of the terms of the Charter, are merged herein and are superseded by this MOU.

VII. INVALIDITY OF PROVISIONS OF THIS MOU

If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

VIII. CONFLICTS

In the event of a conflict between a term of this MOU or the Charter and the corporate Bylaws or other rule, regulation or procedure of the Charter School, the terms of this MOU and the Charter, in that order of priority, shall control. Upon identifying an inconsistency, the parties shall meet to amend documents as necessary to resolve the inconsistency.

IX. ASSIGNMENT

This MOU shall not be assigned by any party without the prior written consent of the other party, provided that the District and the Charter School may, without the consent of the other, delegate the performance but not responsibility for their respective duties and obligations as specifically set forth herein.

X. NO WAIVER

No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

XI. SURVIVAL

All representations and warranties made herein shall survive termination of this MOU.

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

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

13.14 Resolution of Approval for Renewal of the Charter Petition of New Vision Middle School by the Governing Board of Trustees of the San Bernardino City Unified School District
(Prepared by Educational Services)

WHEREAS, pursuant to Education Code Section 47605 *et seq.*, the Governing Board of Trustees (“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 or about April 7, 2009, the Board of the District approved the Charter for the Real Journey Academies – New Vision Middle School (“RJA-NVMS” or “Charter School”) for a five (5) year term ending June 30, 2014; and

WHEREAS, on or about June 17, 2014, the Board of the District approved the renewal of the Charter for RJA-NVMS for a five (5) year term ending June 30, 2019; and

WHEREAS, a charter petition and supporting documentation (“Charter”) were submitted to the District requesting to renew the Charter on September 7, 2018, for a five-year term of July 1, 2019 through June 30, 2024; and

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

WHEREAS, a public hearing on the provisions of the renewal Charter was conducted on October 2, 2018, pursuant to Education Code Section 47605, at which time the 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 determined that certain changes and revisions to the Charter were necessary in order to support the requested Charter renewal. The District administration worked collaboratively with RJA-NVMS 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 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, in accordance with Education Code Section 47607(a)(3)(A), the Board has considered increases in pupil academic achievement for all groups of pupils served by

RJA-NVMS as the most important factor in determining whether to grant RJA-NVMS's renewal request; and

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

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

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS, that the 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 Board hereby extends the Charter for a five (5) year term commencing on July 1, 2019 and ending on June 30, 2024. The Charter being approved and extended 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 6th day of November, 2018 by the Board of the San Bernardino City Unified School District at the regular Board meeting.

13.15 Memorandum of Understanding By and Between the San Bernardino City Unified School District and New Vision Middle School

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed by and between the Board of Trustees of the San Bernardino City Unified School District ("District"), a school district organized and existing under the laws of the State of California and operating as a single-district special education local plan area ("SELPA") and New Vision Middle School ("Charter School"), a charter school organized and existing under the laws of the State of California (collectively, "the Parties").

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

In consideration of the promises, mutual covenants and agreements herein set forth, the District and the Charter School do hereby agree as follows:

XII. TERM

This MOU shall run from July 1, 2019 through June 30, 2024, unless either party provides the other with a thirty-day written notice of intent to terminate the agreement, or

unless otherwise renewed by Agreement of the Charter School and the District, although any payments remaining outstanding after the end of the term shall remain due and payable pursuant to the terms of this MOU.

XIII. SPECIAL EDUCATION SERVICES/504

The following provisions govern the application of special education 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. Furthermore, no student and/or parent will be encouraged not to enroll or to leave the Charter School because the Charter School does not provide special education services, or is not a good fit for the student.
- B. Pursuant to Education Code Section 47641(b), the Charter School has elected to be deemed a public school of the District for special education purposes. Nothing in this Agreement shall prevent the Charter School from seeking membership in a SELPA as a local educational agency (“LEA”). In the case that LEA status and membership in a SELPA is attained by the Charter School, the parties shall meet to renegotiate this MOU as the terms of this MOU will no longer align with the legal status of the parties.
- C. 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 of 1973 (“Section 504”) and the Americans with Disabilities Act (“ADA”) with respect to eligible students.
 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 Director of Special Education in writing of the name of the responsible individual.
 4. The Charter School will comply with all applicable state and federal laws regarding compliance with Section 504 and the ADA.
- D. Charter School Special Education Responsibilities
 1. *General Requirements*

The Charter School and the District will adhere to the provisions of the Individuals with Disabilities in Education Improvement Act (“IDEA”) and California special education laws and regulations to assure that all students with disabilities are accorded a free, appropriate public education (“FAPE”). The Charter School will also ensure that no student otherwise eligible to enroll in their Charter School will be denied enrollment on the basis of their special education status.

The Charter School will comply with Section 504, the ADA, and all Office for Civil Rights mandates as applicable for students enrolled in the Charter School.

The Charter School will use District forms to develop, maintain, and review assessments and Individual Education Programs (“IEP”) in the format required by the District and in accordance with District policies and procedures. The Charter will maintain copies of assessments and IEP materials for District review upon request.

The Charter School will participate in the state quality assurance process for special education (i.e. verification reviews, coordinated compliance self-reviews, complaints monitoring, procedural safeguards, and the local plan).

The Charter School is solely responsible for the management of its special education budgets, personnel, programs and services. The Charter School will ensure that its special education personnel or contracted personnel is appropriately credentialed, licensed or on waiver consistent with California laws and regulations.

The Charter School will implement the programs and services, including providing related services, required by the IEPs of the students enrolled at the Charter School, at its own expense, utilizing state and federal funds allocated to the Charter School. The Charter School may request related services (e.g., Psychological assessments, Counseling, Occupational Therapy, Adapted P.E., Nursing, etc.) from the District, on a “fee-for-service” basis, by submitting written requests to the District. The provision of such related service on a “fee-for-service” basis may be made available by the District at the District’s sole option and via a separate written agreement between the District and the Charter School.

The Charter School may also provide related services by hiring or contracting with credentialed or licensed providers through private agencies or independent contractors.

2. *Transferring Students*

For students transferring to the Charter School from District schools, the Charter School will provide a comparable program to that set forth in the student’s last agreed upon and implemented IEP, including related services, for the first thirty (30) days after enrollment, unless otherwise agreed in writing by the parent/legal guardian and Charter School. IEP team meetings for such students will be held within thirty (30) days of the student’s enrollment in accordance with state and federal law. When requested by the Charter School, a District special education representative shall participate in a student’s first IEP meeting at the Charter School to assist with transition issues.

For students transferring to the Charter School from other school districts, the Charter School shall provide a comparable program to that set forth in the student’s last agree upon and implemented IEP, including related services, for the first thirty (30) days after enrollment, unless otherwise agreed in writing by the parent/legal guardian and Charter School. IEP team meetings for such students will be held, during which the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law within thirty (30) days of the student’s enrollment in accordance with state and federal law.

3. *Assessments*

The referral process shall include Student Success Team (“SST”) meetings to review prior interventions, accommodations and modifications and to recommend further interventions as appropriate. The referral process shall be supported by the Response to Intervention (“RtI”) model approach using data to identify student strengths and weaknesses. Upon review of accumulated data, observation and review of records, the Charter School may determine that assessment is necessary to determine possible eligibility for special education programs and related services. The Charter School understands and agrees that utilization of the SST process does not waive and/or toll applicable timelines for responding to a request for assessment.

Upon a parent’s written request for assessment, the Charter School shall either develop an assessment plan or provide the student’s parent/guardian with prior written notice of the Charter School’s denial of the request for assessment within 15 days of receiving the request for assessment. The assessment plan will describe the types of assessments that may be used to determine the eligibility of students for special education instruction and services. Assessments will be conducted within legal timelines, after receiving the parents’ written consent. The Charter School shall conduct an IEP team meeting that includes required team members within mandated timelines for each student assessed to discuss results, determine eligibility, and (if eligible) specify special education instruction and services. The Charter School will make decisions regarding eligibility, goals, program, placement, and exit from special education through the IEP process according to federal, state and District timelines.

The Charter School will make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments, and triennial assessments, in accordance with state and federal law. The Charter School will also respond to parent/guardian requests for independent educational evaluations (“IEE”), and any IEEs granted by the Charter School will be solely funded by the Charter School.

4. *Alternative Placements*

In the event that the Charter School is not an appropriate placement for a student with special needs, the Charter School understands and agrees that it is responsible for offering and making available a full continuum of placement options, including special day class placement, non-public school placement, and placement in a residential treatment center.

The Charter School will contact the District to discuss placement and service alternatives for a student who requires a more restrictive setting. Charter School IEP teams will facilitate participation of a District special education administrator at an IEP team meeting whenever it is anticipated that a student may require placement in a special day class at a District school, by giving the District five (5) school days’ notice of the IEP meeting. The Charter School shall cooperate and make reasonable efforts to accommodate the District representative’s schedule to the extent possible under legal timelines.

If an IEP team, with the prior approval of the SELPA committee, places a student who previously participated in in a District special day program with District representation on the IEP team, the District will be fully responsible for the quality of the program and for any costs incurred for such a placement if the student returns back to the district. To the extent that the District places a student in a special day class pursuant to this paragraph, the Average Daily Attendance earned by the pupil shall accrue to the District. If the school places a student who resides in the District, but was not previously designated as SDC to a SDC classroom, the Charter school will be fully responsible for the quality of the program and any costs incurred for such a placement. To the extent that the Charter School places a student in a special day class pursuant to this paragraph, the Average Daily Attendance earned by the pupil shall accrue to the charter school. This cost shall be throughout the years the student would have attended the charter school or the student leaves the District whichever occurs first.

If an IEP team, with the prior approval of the SELPA committee, places a student who resides outside of the District in a special day program with District representation on the IEP team, the Charter School will be fully responsible for the quality of the program and for any costs incurred for such a placement. To the extent that the Charter School places a student in a special day class pursuant to this paragraph, the Average Daily Attendance earned by the pupil shall accrue to the Charter School. SELPA funds to assist with placements, including but not limited to the X Pot referenced in Section 11, will be made available to the Charter School in the same manner as they are made available to other schools of the District.

If an IEP team places a student in a special education program provided by another entity, including a non-public school, the Charter School will be fully responsible for the quality of the program and for any costs incurred for such a placement. SELPA funds to assist with placements, including but not limited to the X Pot referenced in Section 11, will be made available to the Charter School in the same manner as they are made available to other schools of the District. To the extent that the Charter School assumes responsibility for placement under this paragraph, the Average Daily Attendance earned by the pupil placed, shall accrue to the Charter School.

5. *Least Restrictive Environment*

The Charter School will support movement of students with disabilities into less restrictive environments and increase interactions of students with disabilities with non-disabled students.

6. *Staffing Requirements*

The Charter School shall provide planned staff development activities and participate in available appropriate District/SELPA trainings to support access by students with disabilities to the general education classroom, special education, including the IDEA, general education curriculum, integration of instructional strategies and curriculum adaptations to address the diverse learner, and interaction with non-disabled peers. The

District shall make staff development activities related to special education available to Charter School staff in the same manner as made available to other public schools of the District, and shall provide reasonable advance written notice of such activities to the Charter School.

The Charter School shall maintain personnel and/or contract with outside agencies to provide special education and related services as required by students' IEPs. Should the Charter School fail to provide special education and related services, following written notice, the District may place District personnel at the Charter School to provide services on a fee for services basis at the prevailing rate, including reimbursement for travel costs and the District cost for supervision. Should any District employee provide services, the Charter School agrees to follow the District's collective bargaining agreement regarding staffing requirements, caseloads, and grievance procedures. Any District employee providing services at the Charter School remains an employee of the District.

The Charter School will ensure that the teachers and other persons who provide services to a student with disabilities are knowledgeable of the content of the student's IEP. The Charter School will maintain responsibility for monitoring progress towards IEP goals for students with special needs enrolled in the Charter School. Subject to the possible need for an alternative placement as described above in paragraph D.4, and as determined by the IEP team, the Charter School will assess and develop Individual Transition Plans to help students with disabilities transition to adult living in accordance with District policies and procedures.

7. *Student Discipline/Inclusion*

The Charter School will ensure that it makes the necessary adjustments to comply with the mandates of state and federal laws, including the IDEA, regarding discipline of students with disabilities. Discipline procedures will include positive behavioral interventions. Prior to recommending expulsion and/or prior to the eleventh day of consecutive suspension or a change of placement pursuant to Title 34 of the Code of Federal Regulations, Section 300.536, for a student with disabilities, the Charter School will convene a manifestation determination IEP. The Charter School will collect data pertaining to the number of special education students suspended or expelled. The District may provide appropriate representation at Charter School manifestation determination IEP's upon at least five (5) school days' notice to the District by the Charter School.

8. *Procedural Safeguards/Due Process Hearings*

The District may invoke dispute resolution provisions set out in the Charter petition, initiate due process hearings, and/or utilize other procedures applicable to the Charter School if the District determines that such action is legally necessary to ensure compliance with federal and state special education laws and regulations. The Charter School may request District action on behalf of the Charter School and the District and the Charter School shall meet to agree on a course of action.

In the event that a parent or guardian of a student attending the Charter School initiates due process proceedings, the District and the Charter School shall work together in an attempt to resolve the matter at an early stage (informal settlement or mediation), and will participate in any resolution sessions required by law. In the event that the District determines that legal representation is needed, the District and the Charter School shall be jointly represented by District legal counsel unless there is a conflict of interest. If the Charter School chooses to retain separate legal counsel, the Charter School shall be responsible for the separate fees and costs of such representation.

The Charter School will be solely responsible for the District's and Charter School's joint legal fees, prospective special education and related services, compensatory education, reimbursement, and/or student's attorney's fees awarded by a due process hearing officer, or court for any time period a student was enrolled in the Charter School.

However, in the event that any claim involves a time period where a student was enrolled in another school of the District, the District shall be solely responsible for that time period in which the student was enrolled in the District school, including funding the District's and Charter School's joint legal fees.

9. *Complaints*

In consultation with the Charter School, the District will investigate and respond to all special education complaints the District receives pertaining to the Charter School including the District's Uniform Complaint Procedures, Office for Civil Rights and California Department of Education Special Education Compliance Complaints. 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. The Charter School will cooperate with the District in any such investigations and provide the District with any and all documentation that is needed to respond to complaints. The District will meaningfully involve the Charter School in any investigation or implementation of remedies, prior to either of these occurring, and will accept input from the Charter School. The Charter School will be solely responsible for the costs resulting from, arising out of, or associated with the investigation and implementation of appropriate remedies with regard to a complaint filed regarding a student's attendance at the Charter School.

However, in the event that any complaint involves a time period where a student was enrolled in another school of the District, the District shall be solely responsible for that time period in which the student was enrolled in the District school.

10. *Funding of Special Education Services*

As the Charter School is currently deemed a public school of the District for purposes of special education pursuant to Education Code Section 47641(b), the District and the Charter School are to assume their equitable share of providing services to special education students and therefore assume their equitable portion of SELPA-wide costs

related to serving special education students. Further, schools, whether District or Charter, generate special education revenue, including general purpose block grant funds for students in special day programs, and Assembly Bill (“AB”) 602 and Federal IDEA funds for all students. The District shall base special education pass through revenues upon the District SELPA prior year statewide target rate (“STR”) and projected Charter ADA until official P2 rates are published. The District shall distribute to the Charter School all IDEA and AB 602 funds generated by Charter School students within ten (10) school days of its regular apportionment less 7.5%. This amount shall be retained by the District to cover the cost of the District’s responsibilities under this Agreement.

11. *District Responsibilities Relating to Charter School Special Education Program*

As long as the Charter School operates as a public school of the District for purposes of special education, the District shall provide information to the Charter School regarding District special education decisions, policies, and procedures to the same extent as it is provided to other schools within the District. The District shall access any SELPA-wide programs and/or funding (e.g. “X-Pot”) on behalf of the Charter School in the same manner as it would any other school of the District.

To the extent that the District provides training opportunities and/or information regarding special education to other school site staff, such opportunities and/or information shall be made available to Charter School staff. The District shall publicize its training opportunities to the Charter School.

12. *Indemnification*

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, 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, an/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/or 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 by the Charter School pursuant to this MOU. 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.

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, an/or any judgment rendered against Charter School and Charter School personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and/or 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 and oversight pursuant to this MOU, and is due solely to the acts or omissions of the District, its Board of Directors, Board members, officers, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns.

13. *Accounting and Dispute Resolution*

By the 15th on a bi-monthly basis, Charter School will submit to the District an accounting demonstrating the appropriate expenditure of SELPA funds. A violation of this MOU may constitute a violation of the charter, such that the District may invoke the dispute provisions of the Charter. In the event a situation arises that is not covered by this MOU, the parties shall meet within ten (10) school days of the notice to the other party to agree upon appropriate protocol for handling the situation.

XIV. NOTICES

Unless otherwise specified by the parties, all notices or the provision of written information shall be given via e-mail and U.S. mail to the following contacts:

The District:

San Bernardino City Unified School District
777 North F Street
San Bernardino, CA 92410

The Charter School:

New Vision Middle School
26655 Highland Ave.
Highland, CA 92346

XV. MODIFICATIONS

The provisions of this memorandum of understanding may only be modified, supplemented or terminated through written agreement of the parties. This memorandum of understanding shall supersede any conflicting provisions in the Charter.

XVI. CONSTRUCTION AND ENFORCEMENT

This MOU shall be construed and enforced in accordance with the laws of the State of California. The titles are for purposes of convenience only and shall not be used to affect the meaning of the language herein. The terms of this MOU shall not be interpreted in favor of or against either party by virtue of the authorship hereof.

XVII. ENTIRE AGREEMENT

This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto, exclusive of the terms of the Charter. All prior

representations, understandings and/or agreements, exclusive of the terms of the Charter, are merged herein and are superseded by this MOU.

XVIII. INVALIDITY OF PROVISIONS OF THIS MOU

If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

XIX. CONFLICTS

In the event of a conflict between a term of this MOU or the Charter and the corporate Bylaws or other rule, regulation or procedure of the Charter School, the terms of this MOU and the Charter, in that order of priority, shall control. Upon identifying an inconsistency, the parties shall meet to amend documents as necessary to resolve the inconsistency.

XX. ASSIGNMENT

This MOU shall not be assigned by any party without the prior written consent of the other party, provided that the District and the Charter School may, without the consent of the other, delegate the performance but not responsibility for their respective duties and obligations as specifically set forth herein.

XXI. NO WAIVER

No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

XXII. SURVIVAL

All representations and warranties made herein shall survive termination of this MOU.

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

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

13.16 Resolution for Support of Application for Career Technical Education Facilities Program
(Prepared by Facilities/Operations)

BE IT RESOLVED, that the Board of Education accepts and acknowledges that the below applies to the Support of Applications for Career Technical Education Facilities Program.

Pursuant to Article 13, Chapter 12.5, Part 10, Division 1, commencing with Section 17078.70 et. seq; the Board of Education of the San Bernardino City Unified School District hereby acknowledges the following:

(1) the Board of Education acknowledges that a condition of processing the various applications under the Career Technical Education Facilities Program will be a resolution in support of those applications from the San Bernardino City Unified School District Board of Education and signatures of the San Bernardino City Unified School District Administration; and

(2) the Board of Education acknowledges that a Career Technical Education Facilities Program funding may be utilized for the purpose of constructing new facilities or reconfiguring existing facilities, including, but not limited to, purchasing equipment with an average useful life expectancy of at least ten (10) years, to enhance educational opportunities for pupils in existing high schools in order to provide them with the skills and knowledge necessary for the high-demand technical careers of today and tomorrow; and

(3) the Board of Education acknowledges the San Bernardino City Unified School District wishes to submit one or more applications under the Career Technical Education Facilities Program at the following comprehensive high school sites:

Pacific High School – Digital Arts Academy
Pacific High School – Biomedical Academy
San Gorgonio High School – Culinary Arts/Hospitality Academy

(4) the Board of Education acknowledges that the District Superintendent or designee is in support of the above applications and any other applications under the Career Technical Education Facilities Program and that District's Director, Facilities Planning and Development, and the District's Chief Business Officer are authorized to sign all documents and papers associated with the applications for funding:

Thomas Pace, Director, Facilities Planning and Development
Jayne Christakos, Chief Business Officer

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

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13.17 Board On-Going Initiatives

These are items the Board has deemed require periodic progress updates.

Initiative	Assigned to	Action
SBCUSD Welcoming Resource Center (Centralized Services Facility)	L. Perez	Quarterly Updates: 07/24/18 COMPLETED 10/16/18 COMPLETED 01/22/19 04/23/19
African American Student Achievement	K. Mitchell	Biannual Updates: 10/16/18 04/23/19
Mental Health	L. Perez	Quarterly Updates: 09/18/18 COMPLETED 12/11/18 03/12/19 06/18/19
Grading Practices Committee Dashboard	K. Mitchell	Quarterly Updates: 07/24/18 COMPLETED 01/22/19 04/23/19
Citations Database	J. Paulino	Monthly Updates: 07/24/18 COMPLETED 09/18/18 COMPLETED 11/06/18 COMPLETED 12/11/18
Safe Routes to School	J. Paulino	Quarterly Updates: 12/11/18 03/12/19 06/18/19
Family Engagement Strategic Plan	L. Perez	Quarterly Updates: 08/21/18 COMPLETED 11/06/18 COMPLETED 02/19/19 05/21/19
Later Start Times for Secondary Sites	H. Vollkommer	Quarterly Updates: 12/11/18 03/12/19 06/18/19
Counseling Reports (with specific data sets; strategies to meet student needs)	L. Perez	Quarterly Updates: 08/21/18 COMPLETED 11/06/18 02/19/19 05/21/19

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13.18 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	05/16/17	Provide information regarding Arrowhead Grove and potential changes to Sierra HS and Roberts ES	Mr. Gallo	K. Mitchell H. Vollkommer	10/16/18
3	02/20/18	Engagement of Student Internships w/District's Operations departments	Mr. Gallo	K. Mitchell	10/16/18
4	04/17/18	From Student Achievement Pres, 4/17/18: ELPI & Reclassification/Multilingual Initiative: Data by grade and school Academic Indicators: (English/Language Arts, Math)	Dr. Flores	K. Mitchell	01/08/19 Student Achievement Presentation
5		TBD			
6		TBD			
7		TBD			
8		TBD			
9		TBD			
10		TBD			

13.19 Board Follow Up

Items, once completed, will be removed from the list. As decided by the Board, items from this list will be moved to the Top 10 list as needed.

	Date of Request	REQUESTS/QUESTIONS FOR FOLLOW UP	Requested By
BUSINESS SERVICES – MRS. CHRISTAKOS			
1	10/02/18	Provide watering schedules (compliance with restrictions)	Mrs. Rodgers
2	10/02/18	Clarify how the Empty Seat program works	COMPLETED
3	09/18/18	Develop a process for establishing a budget for Board “wish list”	Dr. Hill
4	09/18/18	Check the gating system at San Bernardino HS	Mrs. Rodgers
5	09/18/18	Establish/advertise the “go to” staff at schools for Chromebooks	Mr. Tillman
6	08/21/18	Review school murals policy for possible revision (students’ painting)	Dr. Flores
7	08/07/18	Explore a District-wide recycling program	Mrs. Medina
8	08/07/18	Explore shade structure needs at school sites	Dr. Flores
9	07/24/18	Add potential cost of middle school gyms to Facilities Master Plan	Mrs. Rodgers
COMMUNICATIONS – MRS. BARDERE			
1	09/04/18	Explore possibility of mailing out Community Report Card with students’ report cards; consider a new name for the report card; ensure students are aware of new report card/data	Mr. Gallo Dr. Wyatt Ms. Parafina Ms. Middleton

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	Date of Request	REQUESTS/QUESTIONS FOR FOLLOW UP	Requested By
COMMUNITY ENGAGEMENT – MRS. ONTIVEROS			
1	09/18/18	Pursue Generation Go internship opportunities for students	Mr. Tillman
2	08/07/18	Clarify process for communicating with parents/students regarding SB Promise with CSUSB	Mrs. Rodgers
CONTINUOUS IMPROVEMENT – DR. MONÁRREZ			
1	09/18/18	Maximize career pathway/A-G opportunities for Special Ed students	Mrs. Medina
2	09/04/18	Provide update, including areas for growth, on the Special Education Summer Internship program	Mr. Gallo
DEPUTY SUPERINTENDENT – DR. VOLLKOMMER			
EDUCATIONAL SERVICES – DR. MITCHELL			
		CAASPP Student Achievement Presentation: a) Include accountability measures in Student Achievement Next Steps b) Include separate data for EL and RFEP students in all data sets	Dr. Flores
1	10/16/18		
2	10/16/18	Provide report on the additional funding for Holcomb ES IB program	Mr. Tillman
3	10/16/18	Explore Summer School options, including Options for Youth proposal	Mr. Tillman
4	10/16/18	Provide information on the \$800,000 distribution to Career Pathways	Dr. Flores
5	10/16/18	Provide information related to periodic charter school audits	Dr. Flores
6	10/16/18	Delineate the proposed number of additional OGs and cost	Mrs. Rodgers
7	10/02/18	Provide information re: progression/continuity of Dual Immersion programs	Mrs. Rodgers
8	09/18/18	Public Hearing: K12 Textbook/Instruction Materials. Capture recommendations for English Learner and Special Education next year	Dr. Flores Mr. Gallo
9	09/18/18	Re: SB2735. What funds are associated with it and determine how to support MS/HS English learners, including Remedial Math placement	Dr. Flores Mrs. Medina
10	09/18/18	Review PE uniform loaner program at MS/HS levels	Mr. Tillman
11	09/18/18	Explore ZSpace vendor program (possible career pathway)	Mr. Gallo
12	09/18/18	Conduct a similar WestEd study (like Special Ed) for EL students	Dr. Flores
13	09/04/18	Provide update on AB2635 re: lowest performing student subgroup(s)	Mrs. Rodgers
14	09/04/18	Provide update re: transitional programs (e.g: 6-7, 8-9 grades)	Mrs. Rodgers
15	08/07/18	Prepare mediated structure matrix for all schools (like Curtis & Cole)	COMPLETED
16	08/07/18	Mechanism to measure growth of individual students	Mr. Gallo
17	07/24/18	Update on Richardson/waiting list schools	Mr. Tillman Dr. Wyatt
18	07/24/18	Develop matrix of internal instructional programs, including Career Pathways	Mr. Gallo
19	07/10/18 06/05/18	Provide year-end report on Charter schools based on 16 elements Provide annual Charter schools report	Dr. Flores Dr. Flores
HUMAN RESOURCES – DR. WISEMAN			
1	10/16/18	Develop “mini dashboard” on Prime Evaluator list	Dr. Flores
SCHOOL POLICE – CHIEF PAULINO			
1	10/02/18	Work with City on traffic issues on Pacific Avenue (Dr. Marsden)	Dr. Flores Dr. Wyatt
2	09/18/18	Review/remedy CSO staffing at Del Vallejo MS	Mr. Tillman
3	07/24/18	Provide ideas to decrease trespassing citations	Mrs. Rodgers

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STUDENT SERVICES – DR. PEREZ			
1	08/21/18	Safe Routes to School: limit the # of safe routes to those we can manage well; make sure School Police supports efforts; work with City/contractor to ensure routes are clean; consider Meghan’s Law; work with Sandals Church as partner; team recognition.	Mr. Tillman Mrs. Medina Dr. Wyatt
2	08/21/18	Explore the Give Back program	Dr. Hill
3	08/07/18	Recognize schools with significant drops in suspension rates	Dr. Flores
4	08/07/18	Report on Chronic Absenteeism	Board
5	08/07/18	Work with counselors on scheduling awareness (ex: two career pathways vs college prep)	Mrs. Rodgers
6	08/07/18	Investigate a “hybrid” program (traditional/independent study) for chronically absent students (continuation schools)	Dr. Wyatt
7	07/10/18	Roles/Responsibilities of Counselors Presentation: a) Provide % of seniors that have been through a Career Interest Inventory (CII); what CII platform does the District Use? b) Provide % of seniors that completed FAFSA; What community partners can assist? c) Explore program used at Moreno Valley USD: Teachers as Counselors d) Consider an “all day counseling model” e) Process for rolling out new counseling model to students	Mr. Tillman Dr. Flores Dr. Hill
8	02/20/18	Create a “roving trophy” for different categories (ex: enrollment, campus beautification)	Dr. Hill

13.20 Future Agenda Items

Request	Date	W	SP	SA	AP	AR	PH
TSSP Schools Update	11/06/18				X		
1 st Interim Budget Report/LCAP Update	12/11/18				X		
KPI: English Learners Progress Indicator/Multilingual Initiative	01/08/19			X			
Career Pathways	01/22/19				X		
KPI: College and Career Indicators	02/05/19			X			
Safety Update	02/19/19				X		
KPI: Third Grade Reading Proficiency / Grade 8-9 Math Success Rate	03/05/19			X			
2 nd Interim Budget Report/LCAP	03/12/19				X		
KPI: Parent Engagement	04/09/19			X			
Special Education Advisory Update	04/23/19				X		
Innovation Grant Awards	04/23/19				X		
KPI: School Climate	05/07/19			X			
19-20 BOE Meeting Calendar Adoption	05/07/19					X	
Coaching Systems	05/21/19				X		
Governor’s May Revise Budget Update	05/21/19					X	
KPI: Budget/LCAP	06/04/19			X			X
Annual Service Plan & Budget Requirement (SELPA)	06/04/19						X
Balances in Excess of Minimum Reserve Requirements	06/04/19						X
Fiscal Preliminary Budget/LCAP	06/04/19						X
Budget/LCAP Report/Adoption	06/18/19					X	

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

SESSION FOURTEEN

14.0 Summary of Board Requests

10:05 pm

SESSION FIFTEEN

15.0 Adjournment

10:10 pm

At the May 1, 2018 Board Meeting, the 2018-19 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, December 11 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: November 2, 2018