



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

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

June 18, 2019

Estimated Times

SESSION ONE

- 1.0** ***Opening*** **5:30 pm**
- 1.1 Call to Order
- 1.2 Pledge of Allegiance to the Flag
- 1.3 Adoption of Agenda
- 1.4 Inspirational Message – Mrs. Gwen Dowdy-Rodgers

SESSION TWO

- 2.0** ***Closed Session*** **5:40 pm**
- 2.1 Closed Session Public Comments
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.
- 2.2 Adjourn to Closed Session
As provided by law, the Board will meet in Closed Session for consideration of the following:

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

Anticipated Litigation

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

Existing Litigation

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

Conference with Labor Negotiator

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

Public Employee Appointment

Public Employee Discipline/Dismissal/Release

Student Matters/Discipline

Taylion San Bernardino Academy Petition

SESSION THREE

- 3.0 *Reconvene Open Session* **6:30 pm**
- 3.1 Action Reported from Closed Session

SESSION FOUR

- 4.0 *Special Presentation(s)* **6:35 pm**
- 4.1 Resolution in Support of United States' Patriotic Holidays
- 4.2 Resolution Supporting Clean Drinking Water in Schools

SESSION FIVE

- 5.0 *Public Hearing(s)* **6:40 pm**
- 5.1 Annual Service Plan and Budget Requirement (E.C.56205 (b)(2)
- 5.2 Public Disclosure of Memorandum of Understanding (2019-2020 and 2020-2021 Classified Work Year Calendars) Between the San Bernardino City Unified School District and California School Employees Association (CSEA)
- 5.3 Public Hearing of Memorandum of Understanding (4/10 Summer Compressed Work Schedule) Between the San Bernardino City Unified School District and California School Employees Association and its Chapter 183
- 5.4 Public Hearing of the Tentative Agreement (Article XI – Wages, Article XV – Class Sizes, Article XVI – Evaluation Procedures and Article XIV – Hours of Employment) Between the San Bernardino City Unified School District and San Bernardino Teachers Association

- 5.5 Public Disclosure of Proposed Increase in Salary – All Management Personnel
- 5.6 Revised 2019-20 and 2020-21 Traditional School Calendars

SESSION SIX

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

This is the time during the agenda when the Board of Education is prepared to receive comments from members of the public on any matter within its subject matter jurisdiction. If you wish to address the Board, please complete a “Request to Address the Board of Education” form located in the Multi-Purpose Room, Indian Springs High School, prior to the start of the Board Meeting.

SESSION SEVEN

- 7.0 *Reports and Comments* **8:00 pm**
- 7.1 Report by San Bernardino Teachers Association
- 7.2 Report by California School Employees Association
- 7.3 Report by Communications Workers of America
- 7.4 Report by San Bernardino School Police Officers Association
- 7.5 Comments by Board Members
- 7.6 Comments by Superintendent and Staff Members

SESSION EIGHT

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

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

BOARD OF EDUCATION

- 8.1 Approval of Minutes

DEPUTY SUPERINTENDENT

- 8.2 Renewal of the Agreement with Capitol Advisors Group, LLC, Sacramento, CA, to Provide Fiscal Expertise, Intergovernmental Relations and Advocacy Services to the District
- 8.3 Renewal of the Agreement with Inland Empire Community News Group, San Bernardino, CA, to Provide Advertisement in El Chicano Newspaper
- 8.4 Renewal of the Consultant Services Agreement with Dr. Gary Yee, Oakland, CA, to Provide Consultant Services to the Board of Education and the Superintendent
- 8.5 Renewal of the Agreement with Leadership Associates, LLC, La Quinta, CA, to Provide to Provide Executive Coaching Services
- 8.6 Renewal of the Agreement with Strategic Education Services, Sacramento, CA, to Provide Legislative Advocacy and Lobbying at the State Level for the District

BUSINESS SERVICES

- 8.7 Acceptance of Gifts and Donation to the District
- 8.8 Amendment No. 1 to the Agreement with California School Management Group, El Dorado Hills, CA, to Provide E-Rate Consultant Services
- 8.9 Amendment No. 2 to the Agreement with Cybertech Systems and Software, Inc., Oak Brook, IL, to Assist the District's Family Chromebook Initiative
- 8.10 Amendment No. 4 to the Agreement with Cybertech Systems and Software, Inc., Oak Brook, IL, to Provide SAP Application Support, Basis System Administration, and Warehouse Mobile Applications
- 8.11 Approval to Enter into Master Services Agreements for Moving Services
- 8.12 Bid No. 18-04, Requirements Contract for Remediation of Lead, Asbestos and Mold – District-Wide
- 8.13 Bid No. 18-20, Requirements Contract for the Resurfacing of Gymnasium Floors at Six High School Sites
- 8.14 Bid No. NSB 2019-20-1 Frozen/Miscellaneous Foods
- 8.15 Commercial Warrant Register for Period May 1 - 15, 2019
- 8.16 Federal/State/Local District Budgets and Revisions
- 8.17 Ratification of Amendment No. 1 to the Sole Source License Agreement with zSpace, Inc., Sunnyvale, CA, to Provide Online Access to zSpace's Learning library
- 8.18 Renewal of the Agreement with BLX Group, LLC, Los Angeles, CA, to Provide Arbitrage Rebate Compliance Services
- 8.19 Renewal of the Agreement with San Bernardino County Superintendent of Schools, San Bernardino, CA, to Provide Courier Services to the District
- 8.20 Renewal of the Software License Agreement with Aeries Software, Orange, CA, to Provide Aeries Student Information System Software Annual Subscription.
- 8.21 Request to Reject Request for Proposal No. 18-25, Service Desk, Inventory, Application, Patch, and Imaging Management System
- 8.22 Request to Utilize California Multiple Award Schedule Contract No. 4-14-65-0028A, for the Purchase of Zoll Brand Equipment, Supplies and Services through Cintas Corporation an Authorized Dealer
- 8.23 Temporary Borrowing Between Funds of the School District for Fiscal Year 2019-20

CONTINUOUS IMPROVEMENT

- 8.24 Agreement with Annette Jeannette Cedillo, Rialto, CA, to Provide Services to District Special Education Students and Parent Support
- 8.25 Agreement with Creative Leadership Solutions, Boston, MA, to Provide Professional Development at Indian Springs High School
- 8.26 Agreement with Technical Employment Training, Inc., San Bernardino, CA, to Provide a Manufacturing Training Program for Indian Springs High School
- 8.27 Extended Field Trip, Dr. Martin Luther King Jr. Middle School, Alaska Immersive Field Trip, Anchorage, AK
- 8.28 Ratification of Extended Field Trip, Dr. Martin Luther King Jr. Middle School, Tours of Washington D.C. and New York City, NY
- 8.29 Renewal of the Agreement with Choreography By Joselyn, San Bernardino, CA to Develop the Colorguard Choreography for the Indian Springs High School Marching Band

- 8.30 Renewal of the Sponsorship with San Bernardino Community College District and San Bernardino Valley College, San Bernardino, CA, for Pacific High School Students to Have Concurrent Enrollment for Certification as a Heavy Diesel Mechanic
- 8.31 Agreement with California Emerging Technology Fund, Oakland, CA, to Implement the School2Home Program
- 8.32 Agreement with Kagan Professional Development, San Clemente, CA, to Provide Professional Development

EDUCATIONAL SERVICES

- 8.33 Agreement with Michigan State University, Create for STEM Institute, Lansing, MI, to Provide Professional Development
- 8.34 Agreement with Pearson K12 Learning, LLC, Hoboken, NJ, to Provide Professional Development and Access to Virtual Training
- 8.35 Amendment No. 2 to the Agreement with ItsLearning, Inc., Newton, MA, to Provide a Learning Management System
- 8.36 Business and Inservice Meetings - Educational Services
- 8.37 Extended Field Trip, San Bernardino High School, International Thespian Festival, Lincoln, NE
- 8.38 Facilities Use Agreement with the Balboa Bay Resort, Newport Beach, CA, for Educational Services Division's Summer Leadership Planning Meeting
- 8.39 Facilities Use Agreement with the Westin Mission Hills Golf Resort & Spa, Rancho Mirage, CA, for Accountability & Educational Technology's Summer Leadership Planning Meeting
- 8.40 Facilities Use Agreement with The Regents of the University of California, Los Angeles, CA, on Behalf of the UCLA Meyer & Renee Luskin Conference Center Los Angeles Campus for District Teachers to Attend the Professional Learning Opportunities Summer 2019 Conference
- 8.41 Renewal of the Agreement with Equal Opportunity Schools, Seattle, WA, to Provide Instructional Services to Close Race and Income Participation Gaps in Advanced Placement and International Baccalaureate Courses
- 8.42 Renewal of the Agreement with Hablame Talk for Me Language Services, Fontana, CA, to Provide Translation and Interpretation Services
- 8.43 Renewal of the Agreement with Segerstrom Center for the Fine Arts, Costa Mesa, CA, for the Arts Teach Residency Program at Anton Elementary School
- 8.44 Software License Agreement with Document Tracking Services, San Diego, CA

HUMAN RESOURCES

- 8.45 Affiliation Agreement with California State University, Long Beach, CA, for the Teacher Librarian Services Credential Fieldwork
- 8.46 Agreement with Garcia Hernandez Sawhney, LLP, to Provide Special Counsel and Legal Services to the District
- 8.47 Extended Field Trip, San Geronio High School, Mammoth Running Camp, Mammoth Lakes, CA
- 8.48 Memorandum of Understanding with Concordia University, Portland, OR, for the Online Master of Arts in Teaching

- 8.49 Ratification of the Agreement with American Medical Response, Rancho Cucamonga, CA, to Provide Stand-By Ambulance Services for San Gorgonio High School's Graduation Ceremony
- 8.50 Renewal of the Agreement with Fagen, Friedman & Fulfroost, LLP, Los Angeles, CA, to Provide Legal Services to the District
- 8.51 Renewal of the Consultant Services Agreement with Brenda Fogg, Lincoln, CA, to Provide Customer Service Training and Support
- 8.52 Renewal of the Memorandum of Understanding with Sinclair Research Group, Sacramento, CA, to Provide Program Evaluation for the Teacher Induction Program

STUDENT SERVICES

- 8.53 Agreement with Hazel Product, Hazel Health, Inc., San Francisco, CA, and Hazel Health Services, Truckee, CA, to Provide Telemedicine Consultations and Other Related Healthcare Services
- 8.54 Agreement with National Community Renaissance of California and Hope Through Housing Foundation, Rancho Cucamonga, CA, to Address Housing and Educational Needs of District Students
- 8.55 Agreement with San Bernardino County, Department of Public Health, San Bernardino, CA, to Provide the Friday Night Live/Club Live Program
- 8.56 Extended Field Trip, Cajon High School, So Cal Yearbooks Workshop, Orange, CA
- 8.57 Facilities Use Agreement with Renaissance Indian Wells Resort & Spa, Indian Wells, CA, for Cajon High School's Summer Leadership Planning Meeting
- 8.58 Ratification of the Agreement with Center for Youth and Community Development, San Bernardino, CA, to Provide a Summer Day Camp for District Students
- 8.59 Renewal of the Agreement with Center for Youth and Community Development, San Bernardino, CA, to Provide Additional Staffing and Comprehensive Management and Supervision of the Before- and Afterschool CAPS Programs
- 8.60 Renewal of the Agreement with Center for Youth and Community Development, San Bernardino, CA, to Provide Comprehensive Management and Supervision of the Before- and Afterschool CAPS Programs at Thirteen District Schools
- 8.61 Renewal of the Agreement with Dr. Vincent Pompei, San Diego, CA, to Provide Technical Assistance and Trainings on Creating Safe & Inclusive Schools for Transgender Students
- 8.62 Renewal of the Agreement with Ecclesia Christian Fellowship, San Bernardino, CA, to Provide Additional Staffing and Comprehensive Management and Supervision of the Before- and Afterschool CAPS Programs
- 8.63 Renewal of the Agreement with Ecclesia Christian Fellowship, San Bernardino, CA, to Provide Comprehensive Management and Supervision of the Before- and Afterschool CAPS Programs at Two District Schools
- 8.64 Renewal of the Agreement with Inland Empire Health Plan, San Bernardino, CA, to Provide the Health Navigator Program
- 8.65 Renewal of the Agreement with Vicki Renee Lee, San Bernardino, CA, to Provide Homeless Liaison Services to the District
- 8.66 Renewal of the Agreement with Project Life Impact, San Bernardino, CA, to Provide Additional Staffing and Comprehensive Management and Supervision of the Before- and Afterschool CAPS Programs

- 8.67 Renewal of the Agreement with Project Life Impact, San Bernardino, CA, to Provide Comprehensive Management and Supervision of the Before- and Afterschool CAPS Programs at Five District Schools
- 8.68 Renewal of the Agreement with Segerstrom Center for the Fine Arts, Costa Mesa, CA, for the Arts Teach Residency Program at Palm Avenue Elementary School
- 8.69 Renewal of the Agreement with YMCA of the East Valley, San Bernardino, CA, to Provide Comprehensive Management and Supervision of the Before- and After-School CAPS Programs at Thirty-Nine District Schools
- 8.70 Renewal of the Agreement with YMCA of the East Valley, San Bernardino, CA, to Provide Additional Staffing and Comprehensive Management and Supervision of the Before- and After-School CAPS Programs
- 8.71 Renewal of the Facilities Use Agreement with Sandals Church, San Bernardino, CA to Host the Synergy Day Training
- 8.72 Software License Agreement with the American School Counselor Association, Alexandria, VA, to Provide Access to American School Counselor Association National Model Portal
- 8.73 Software License Agreement with Athena Software, Ontario, Canada, to Provide Software Licenses
- 8.74 Expulsion of Student(s)
- 8.75 Student(s) Recommended for Suspension or Expulsion (Excluding Mandatory Offenses), but Remanded to Youth Court for Other Means of Correction.
- 8.76 Student(s) Recommended for Suspension, but Remanded Back to School Sites or had Suspensions Reduced Due to Completion of Youth Court, Errors of Due Process, Lack of Evidence, and/or Availability of Other Means of Correction
- 8.77 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
- 8.78 Lift of Expulsion of Student(s)

SESSION NINE

9.0 *Action Items*

9:55 pm

- 9.1 Personnel Report #22, Dated June 18, 2019
- 9.2 2019-2020 Consolidated Application and Reporting System (CARS) Spring Submission
- 9.3 Adoption of Fiscal Year 2019-20 Budget
- 9.4 Adoption of the 2017-2020 Local Control and Accountability Plan – Draft 2018-2019 Annual Update and 2019-2020 Plan
- 9.5 Amendment to Board Bylaw 9250 – Remuneration, Reimbursement and Other Benefits (First Reading)
- 9.6 Resolution to Approve or Deny the Charter Petition for Taylion San Bernardino Academy and Adopt the Resolution Effectuating that Action
- 9.7 Approve Material Revision to the Savant Preparatory Academy of Business Charter and Adopt the Resolution Effectuating that Action
- 9.8 Approval of the Memorandum of Understanding (MOU) Between San Bernardino City Unified School District and Certain Charter Schools for Police Services
- 9.9 Approve the Special Education Memorandum of Understanding by and Between the San Bernardino City Unified School District and Entrepreneur High School

- 9.10 Approve the Special Education Memorandum of Understanding by and Between the San Bernardino City Unified School District and the PAL Academy
- 9.11 Approve the Special Education Memorandum of Understanding by and Between the San Bernardino City Unified School District and the Public Safety Academy
- 9.12 Approval of School Plans for Student Achievement, 2019-2020
- 9.13 Education Protection Account (EPA) Spending Plan for Fiscal Year 2019-20
- 9.14 Proposed Increase in Salary – Superintendent
- 9.15 Proposed Increase in Salary – Deputy Superintendent
- 9.16 Proposed Increase in Salary – Associate Superintendent Business, Facilities, and Operations
- 9.17 Proposed Increase in Salary – Assistant Superintendent, Continuous Improvement
- 9.18 Proposed Increase in Salary – Assistant Superintendent, Educational Services
- 9.19 Proposed Increase in Salary – Assistant Superintendent, Human Resources
- 9.20 Proposed Increase in Salary – Assistant Superintendent, Student Services
- 9.21 Proposed Increase in Salary – Executive Director, Community Engagement
- 9.22 Board On-Going Initiatives/Reports
- 9.23 Board Top 10
- 9.24 Board Follow Up
- 9.25 Future Agenda Items

SESSION TEN

10.0 *Summary of Board Requests*

10:00 pm

SESSION ELEVEN

11.0 *Adjournment*

10:05 pm

At the May 7, 2019 Board Meeting, the 2019-20 Board of Education Meeting Calendar was adopted. The entire Board calendar can be found on the District website. The next regular meeting of the Board of Education of the San Bernardino City Unified School District will be held on Tuesday, July 16 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.



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

Regular Meeting of the Board of Education

**Multi-Purpose Room
Indian Springs High School
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District Negotiator: Perry Wiseman

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

Public Employee Appointment

Public Employee Discipline/Dismissal/Release

Student Matters/Discipline

Taylion San Bernardino Academy Petition

SESSION THREE

3.0 *Reconvene Open Session*

6:30 pm

3.1 Action Reported from Closed Session

SESSION FOUR

4.0 *Special Presentation(s)*

6:35 pm

4.1 Resolution in Support of United States' Patriotic Holidays

(Prepared by Communications/Community Relations)

WHEREAS the history of the United States of America has been shaped by many important leaders and events; and

WHEREAS in order to develop an understanding and appreciation for our great nation, schools and students have a duty to study and learn about historic events and the many contributions of our presidents; and

WHEREAS Independence Day, July 4th; Patriot Day, September 11th; Constitution Day, September 17th; National Voter Registration Day, September 24th; Veterans' Day, November 11th; Pearl Harbor Day, December 7th; and Presidents' Day, February 18th; are some of the significant historical dates that should be highlighted with engaging and educational lessons and activities;

THEREFORE, BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District encourages all District schools to acknowledge and undertake educational activities that commemorate national patriotic holidays and the contributions of our American presidents.

4.2 Resolution Supporting Clean Drinking Water in Schools
(Prepared by Communications/Community Relations)

WHEREAS drinking water is essential to the health and well-being of all children, who are the future of our community; and

WHEREAS all facilities within the San Bernardino City Unified School District (SBCUSD) meet safety requirements for safe drinking water; and

WHEREAS pending legislation proposes state funding to be provided to schools to maintain and/or improve safe drinking equipment;

THEREFORE, BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District supports legislation that includes state funding for fixture and pipe replacement to maintain or improve safe drinking water equipment.

SESSION FIVE

5.0 *Public Hearing(s)*

6:40 pm

5.1 Annual Service Plan and Budget Requirement (E.C.56205 (b)(2)
(Prepared by Continuous Improvement)

Each Special Education Local Plan Area (SELPA) local plan requires a service plan and budget component that will be developed/updated annually. The Community Advisory Committee (CAC) discussed and reviewed the documents on June 4, 2019.

Statutory Language

56205 (b)(2) An annual service plan shall be adopted at a public hearing held by the special education local plan area. Notice of this hearing shall be posted in each school in the special education local plan area at least 15 days prior to the hearing. The annual service plan may be revised during any fiscal year according to the policymaking process established pursuant to subparagraphs (D) and (E) of paragraph (12) of subdivision (a) and consistent with subdivision (f) of Section 56001 and with Section 56195.9. The annual service plan shall include a description of services to be provided by each local educational agency, including the nature of the services and the physical location at which the services will be provided, including alternative schools, opportunity schools and classes, community day schools operated by districts, community schools operated by county offices, and juvenile court schools, regardless of whether the local educational agency is participating in the local plan. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs.
56205 (4) A description of programs for early children special education form birth

through five years of age.

The Annual Service Plan/Budget for the 2019-2020 school year is due to be completed on or before June 30, 2019 and will be kept in the San Bernardino City Unified School District Special Education Local Plan Area office. The Annual Service Plan includes a Description of Services and is available at the San Bernardino City Unified School District SELPA office and the Annual Budget demonstrates funding to support the Local Plan and Annual Service Plan.

Conduct Public Hearing

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves the San Bernardino City Unified School District's Special Education Annual Service Plan and Budget.

BE IT FURTHER RESOLVED that Dr. Rachel Monárrez, Assistant Superintendent, Continuous Improvement, be authorized to sign all required documents relating to this plan.

- 5.2 Public Disclosure of Memorandum of Understanding (2019-2020 and 2020-2021 Classified Work Year Calendars) Between the San Bernardino City Unified School District and California School Employees Association (CSEA)
(Prepared by Human Resources)

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

MEMORANDUM OF UNDERSTANDING (MOU)

Work Year Calendar for 2019-2020 and 2020-2021 School Years

TERMS AND CONDITIONS: The San Bernardino City Unified School District (District) and the California School Employees Association and its Chapter 183 (CSEA), have entered into this Memorandum of Understanding (MOU) that is deemed effective March 5, 2019 and shall remain in effect until June 30, 2021.

Upon receipt of the classified work-year calendar recommendations from the District's Calendar Committee, the parties agree to the following terms regarding bargaining unit work-year calendars for 2019-2020 and 2020-2021 school years:

- Appendix A of this MOU is the classified bargaining unit work-year calendar for the 2019-2020 school year;
- Appendix B of this MOU is the classified bargaining unit work-year calendar for the 2020-2021 school year;

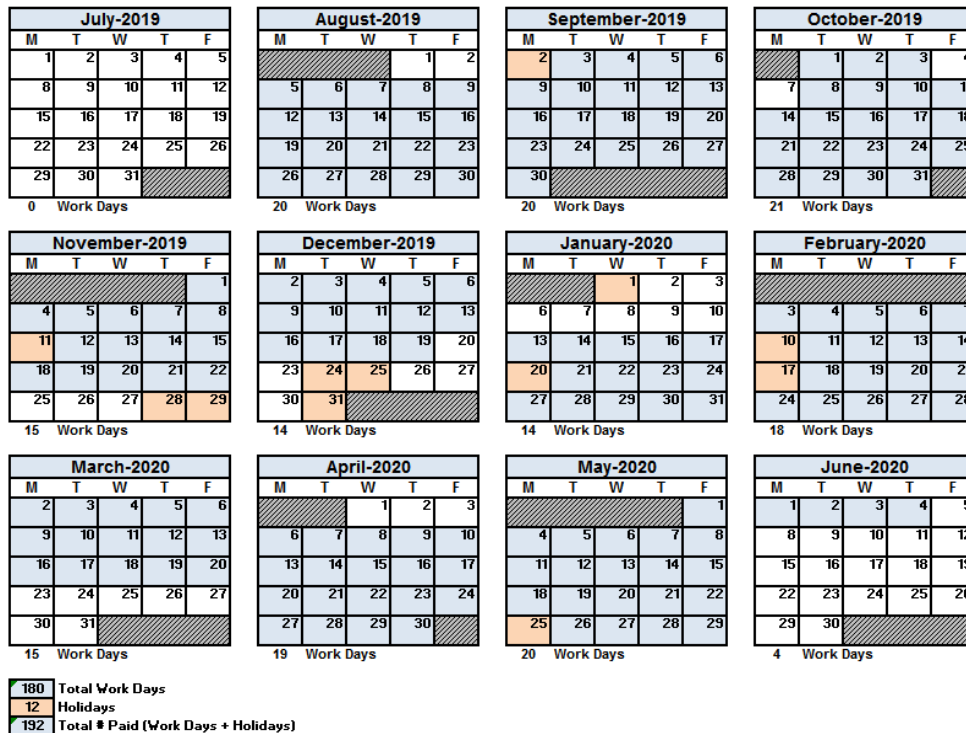
- The 2020-2021 school year classified bargaining unit work-year calendar for the District site Middle College High School is excluded from this MOU and will be negotiated at a later date.
- The calendars were established in accordance with the Article IX Hours - Section 13 of the SBCUSD – CSEA Collective Bargaining Agreement;
- Any changes to the classified bargaining unit 2019-2020 and 2020-2021 work-year calendars are fully negotiable between the parties;
- Any violations of the provisions of this MOU shall first be resolved, or attempted to be resolved, via the Grievance process in the Collective Bargaining Agreement.

Tentatively Agreed on March 5, 2019.

This Agreement is subject to CSEA’s Policy 610 and will become final upon ratification by CSEA membership it be required.

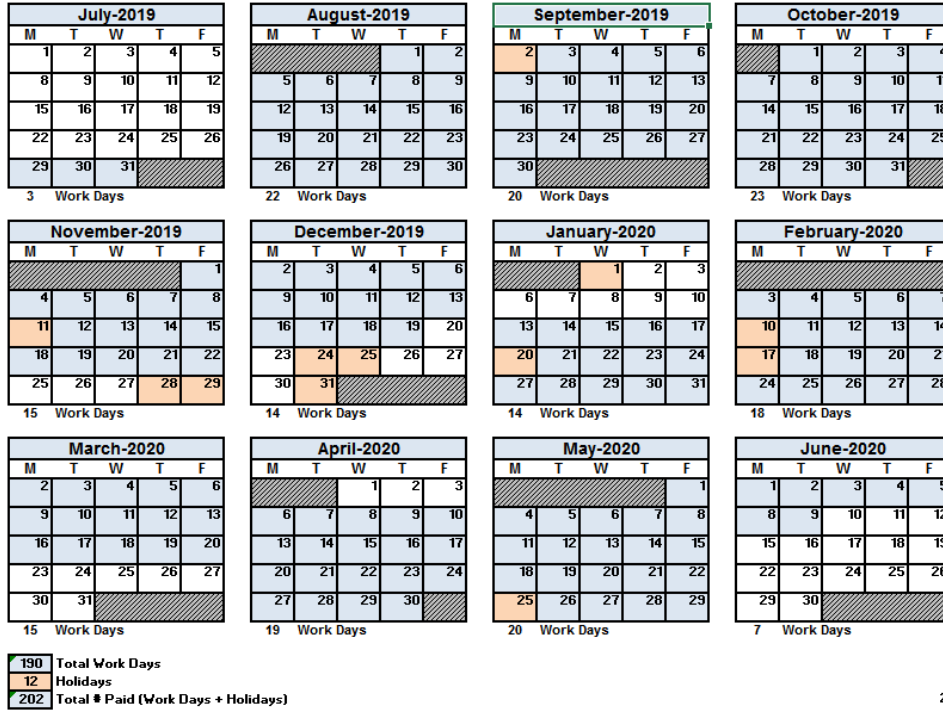
2019-2020 Classified Employee Work Calendars

Classified Traditional and Pre-School (9M PT)
180 Work Days + Holidays

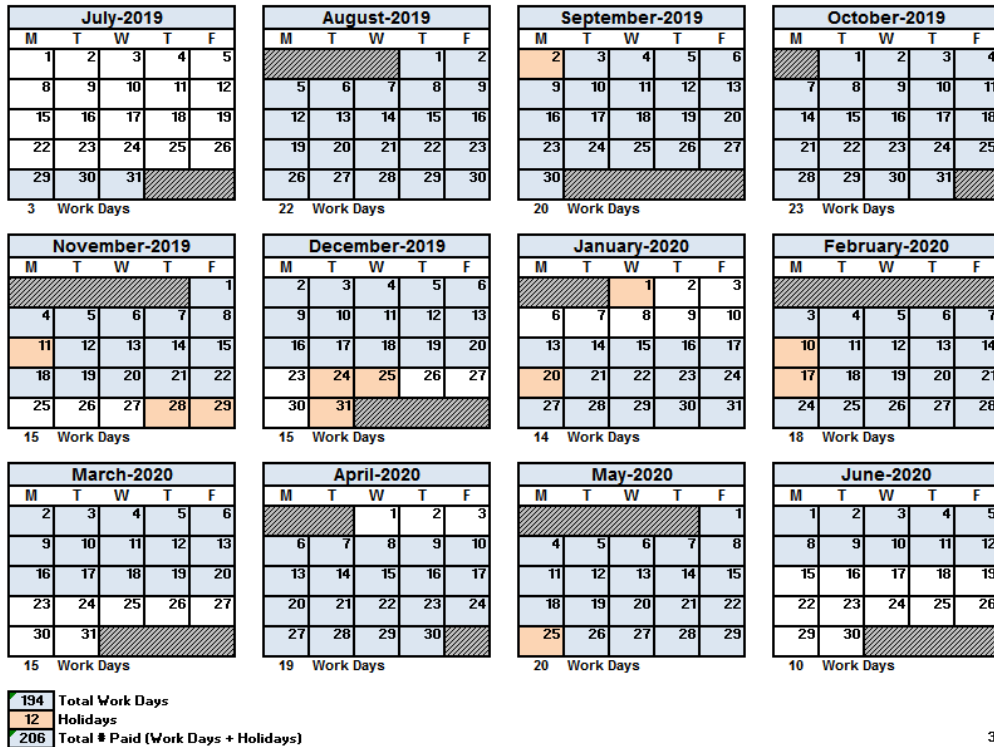


Board of Education Meeting
June 18, 2019

Classified Traditional (9M Special)
190 Work Days + Holidays

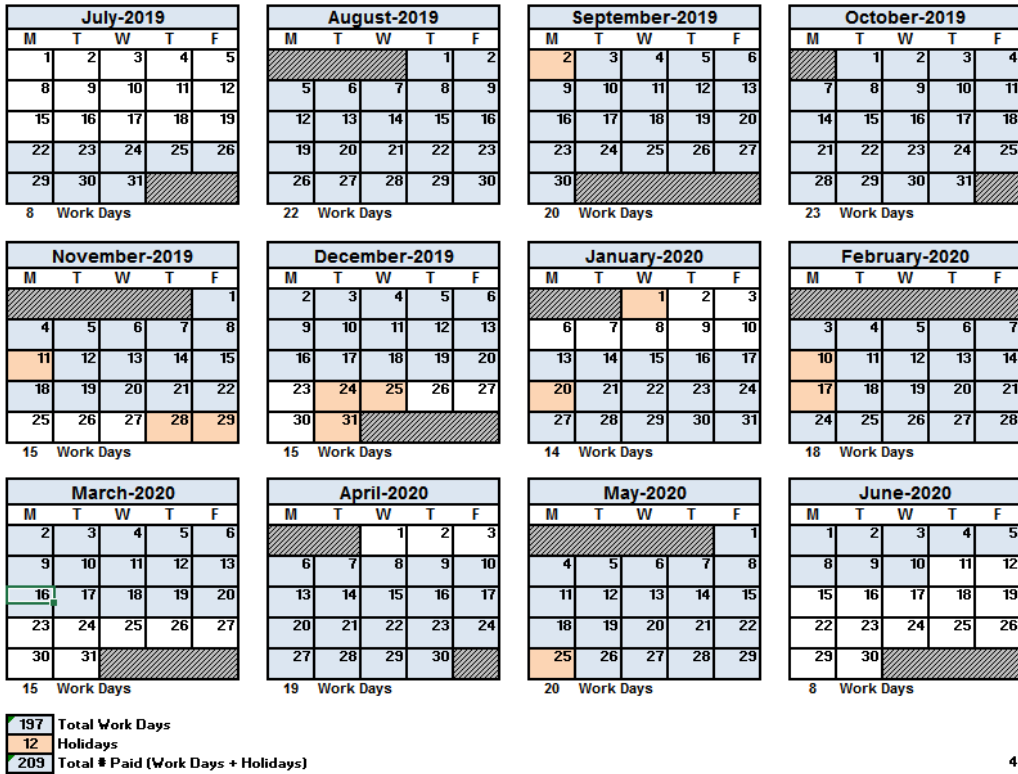


Classified Traditional (9M FT)
194 Work Days + Holidays



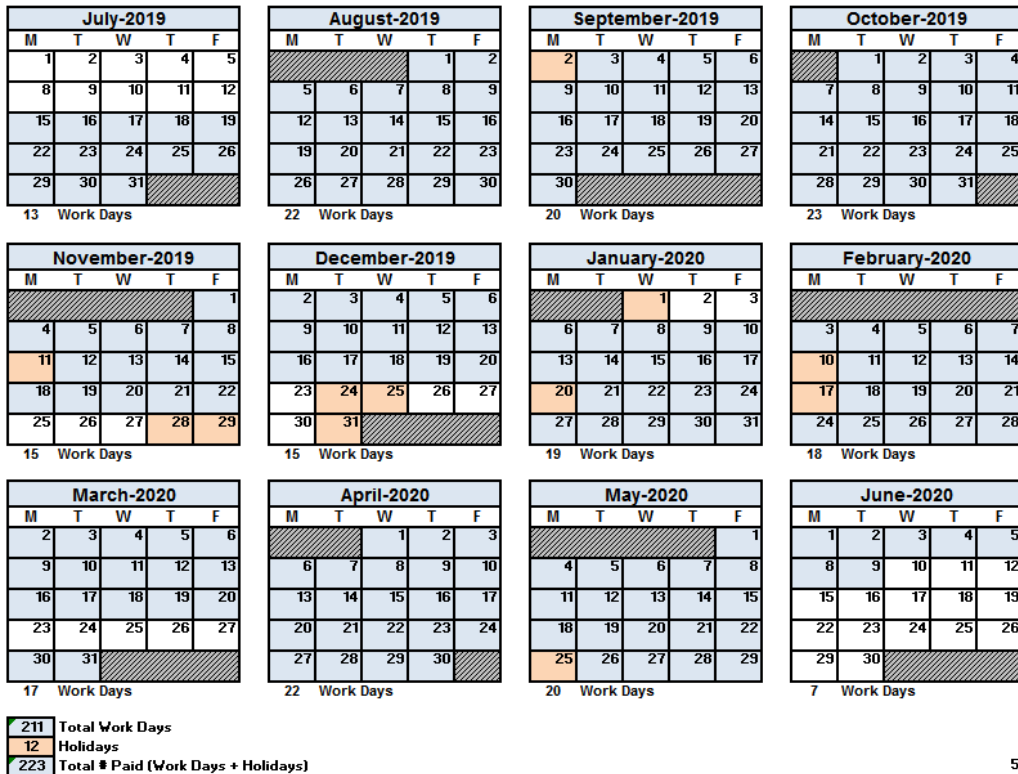
Board of Education Meeting
June 18, 2019

Classified Traditional (10M PT)
197 Work Days + Holidays



4

Classified Traditional (10M FT)
211 Work Days + Holidays



5

Board of Education Meeting
June 18, 2019

Classified Traditional (11M PT/FT)
226 Work Days + Holidays

July-2019					August-2019					September-2019					October-2019				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
1	2	3	4	5				1	2	2	3	4	5	6		1	2	3	4
8	9	10	11	12	5	6	7	8	9	9	10	11	12	13	7	8	9	10	11
15	16	17	18	19	12	13	14	15	16	16	17	18	19	20	14	15	16	17	18
22	23	24	25	26	19	20	21	22	23	23	24	25	26	27	21	22	23	24	25
29	30	31			26	27	28	29	30	30					28	29	30	31	
19 Work Days					22 Work Days					20 Work Days					23 Work Days				

November-2019					December-2019					January-2020					February-2020				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
				1	2	3	4	5	6			1	2	3					
4	5	6	7	8	9	10	11	12	13	6	7	8	9	10	3	4	5	6	7
11	12	13	14	15	16	17	18	19	20	13	14	15	16	17	10	11	12	13	14
18	19	20	21	22	23	24	25	26	27	20	21	22	23	24	17	18	19	20	21
25	26	27	28	29	30	31				27	28	29	30	31	24	25	26	27	28
15 Work Days					15 Work Days					21 Work Days					18 Work Days				

March-2020					April-2020					May-2020					June-2020				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
2	3	4	5	6			1	2	3					1	1	2	3	4	5
9	10	11	12	13	6	7	8	9	10	4	5	6	7	8	8	9	10	11	12
16	17	18	19	20	13	14	15	16	17	11	12	13	14	15	15	16	17	18	19
23	24	25	26	27	20	21	22	23	24	18	19	20	21	22	22	23	24	25	26
30	31				27	28	29	30		25	26	27	28	29	29	30			
17 Work Days					22 Work Days					20 Work Days					14 Work Days				

226	Total Work Days
13	Holidays
239	Total # Paid (Work Days + Holidays)

6

Classified Traditional (12M PT/FT)
249 Work Days + Holidays

July-2019					August-2019					September-2019					October-2019				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
1	2	3	4	5				1	2	2	3	4	5	6		1	2	3	4
8	9	10	11	12	5	6	7	8	9	9	10	11	12	13	7	8	9	10	11
15	16	17	18	19	12	13	14	15	16	16	17	18	19	20	14	15	16	17	18
22	23	24	25	26	19	20	21	22	23	23	24	25	26	27	21	22	23	24	25
29	30	31			26	27	28	29	30	30					28	29	30	31	
22 Work Days					22 Work Days					20 Work Days					23 Work Days				

November-2019					December-2019					January-2020					February-2020				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
				1	2	3	4	5	6			1	2	3					
4	5	6	7	8	9	10	11	12	13	6	7	8	9	10	3	4	5	6	7
11	12	13	14	15	16	17	18	19	20	13	14	15	16	17	10	11	12	13	14
18	19	20	21	22	23	24	25	26	27	20	21	22	23	24	17	18	19	20	21
25	26	27	28	29	30	31				27	28	29	30	31	24	25	26	27	28
18 Work Days					19 Work Days					21 Work Days					18 Work Days				

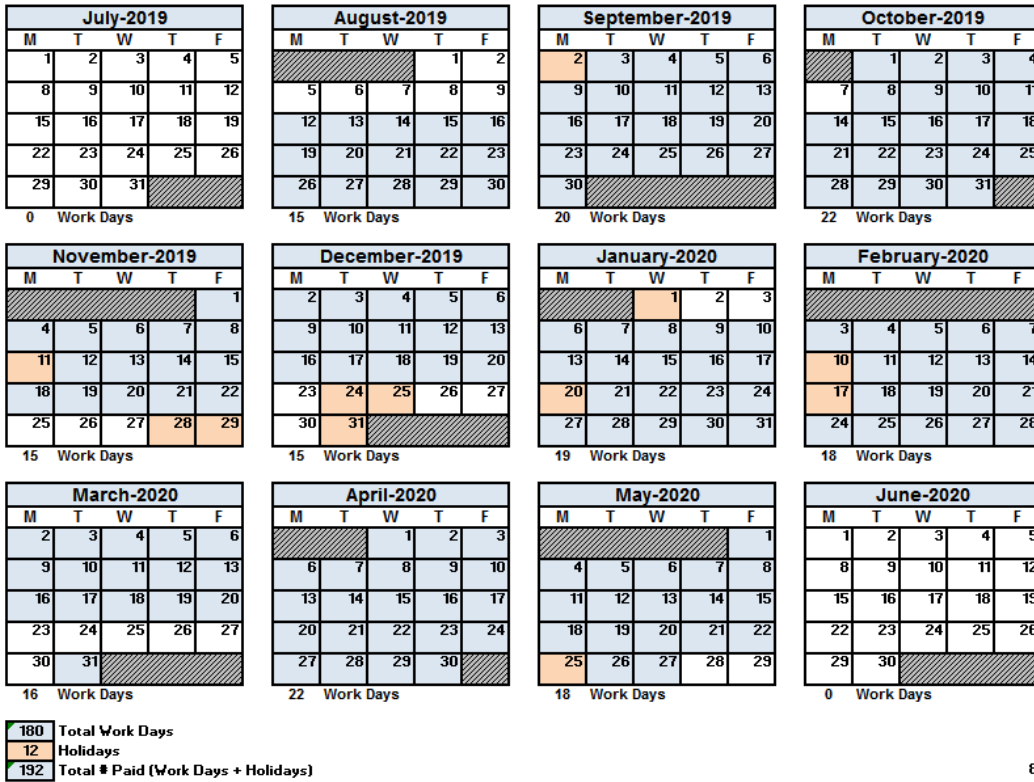
March-2020					April-2020					May-2020					June-2020				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
2	3	4	5	6			1	2	3					1	1	2	3	4	5
9	10	11	12	13	6	7	8	9	10	4	5	6	7	8	8	9	10	11	12
16	17	18	19	20	13	14	15	16	17	11	12	13	14	15	15	16	17	18	19
23	24	25	26	27	20	21	22	23	24	18	19	20	21	22	22	23	24	25	26
30	31				27	28	29	30		25	26	27	28	29	29	30			
22 Work Days					22 Work Days					20 Work Days					22 Work Days				

249	Total Work Days
13	Holidays
262	Total # Paid (Work Days + Holidays)

7

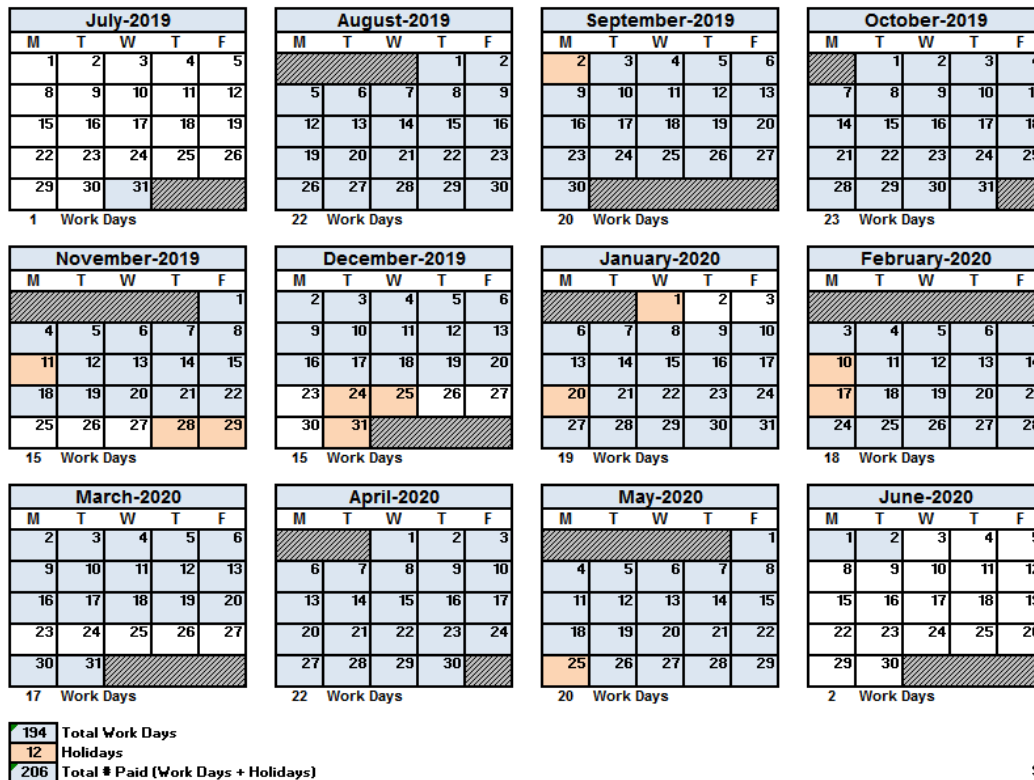
Board of Education Meeting
June 18, 2019

Inland Career Education Center (9M PT)
180 Work Days + Holidays



8

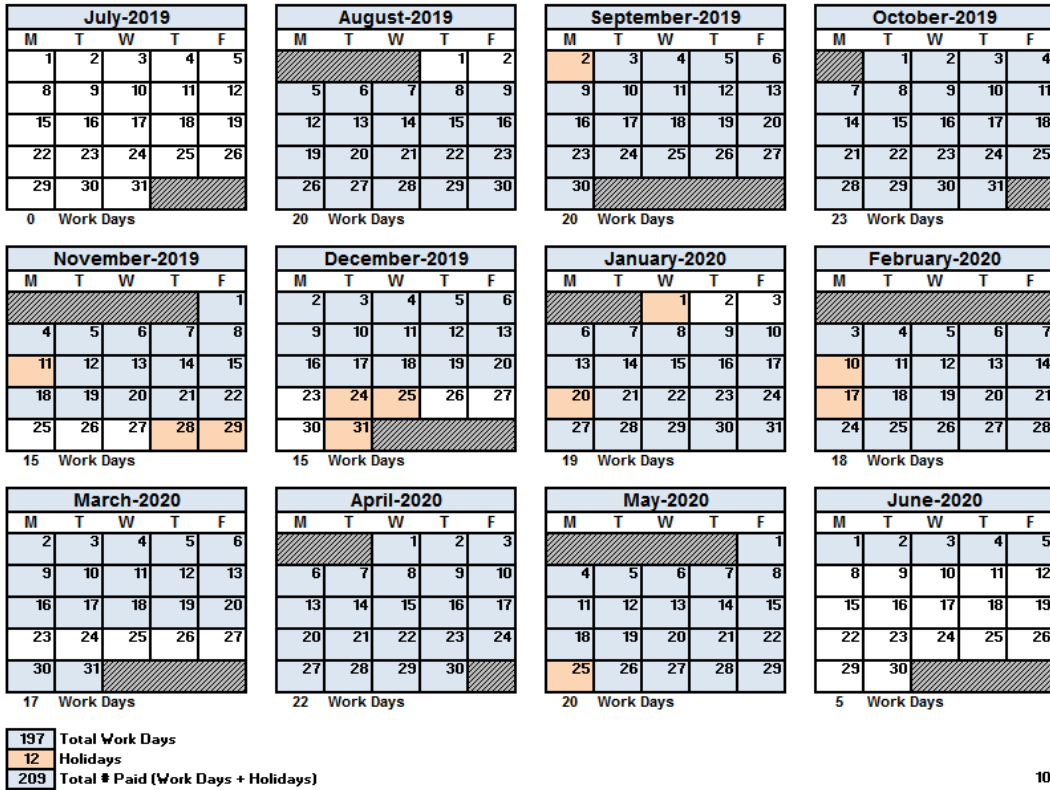
Inland Career Education Center (9M FT)
194 Work Days + Holidays



9

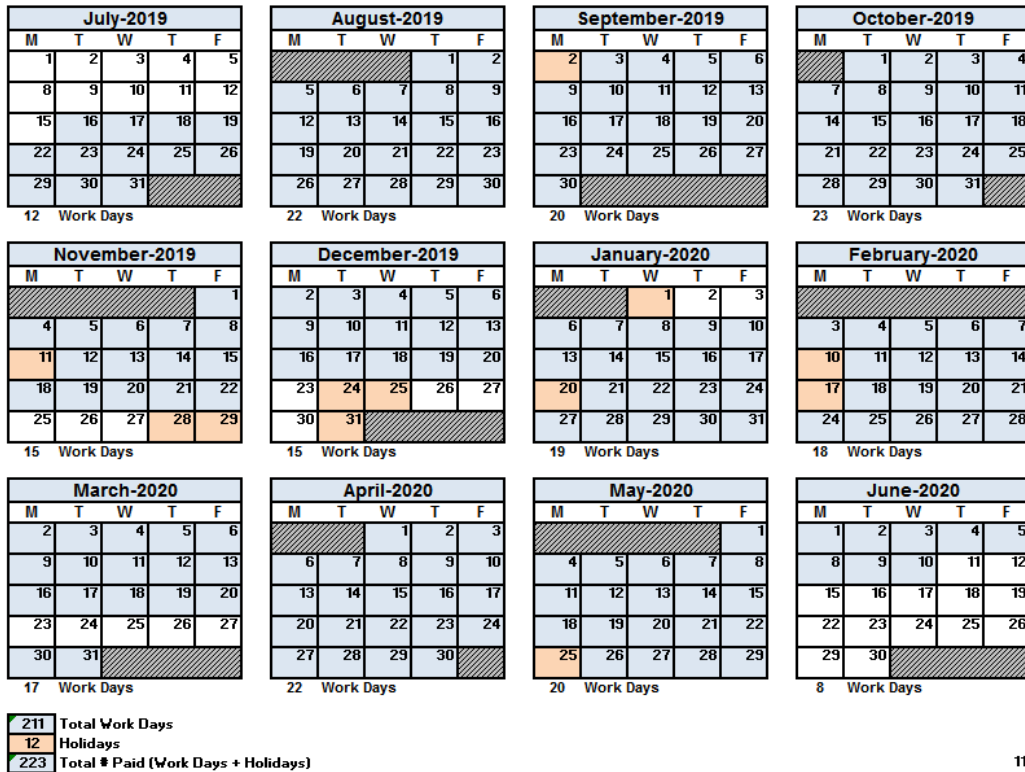
Board of Education Meeting
June 18, 2019

Inland Career Education Center (10M PT)
197 Work Days + Holidays



10

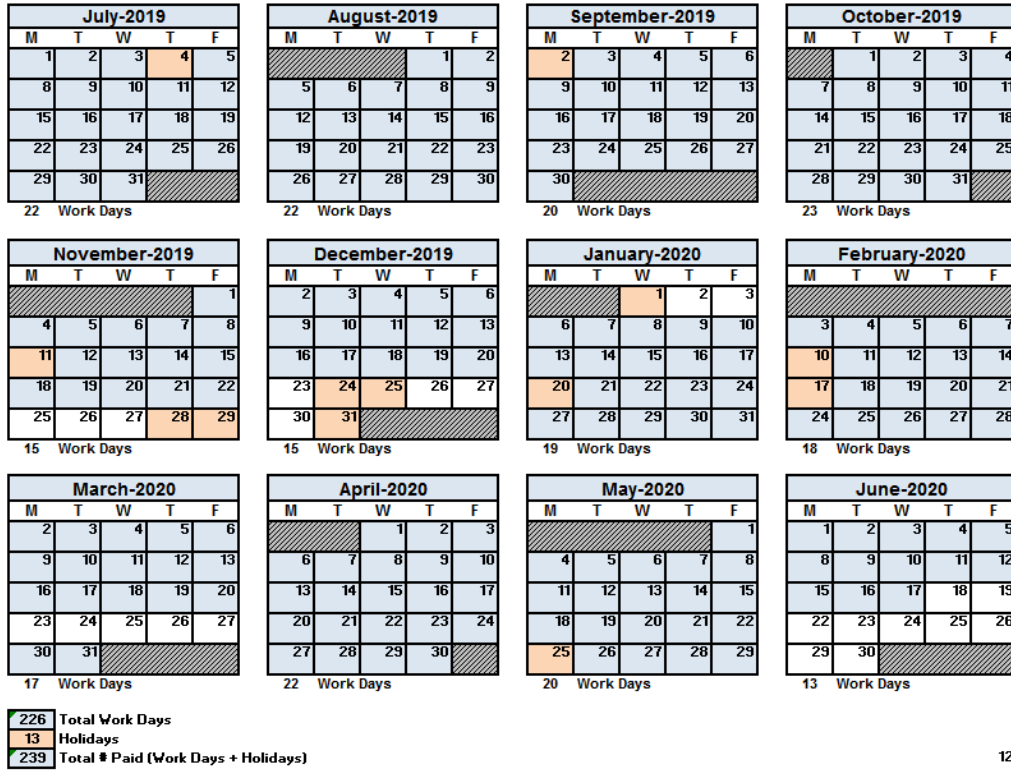
Inland Career Education Center (10M FT)
211 Work Days + Holidays



11

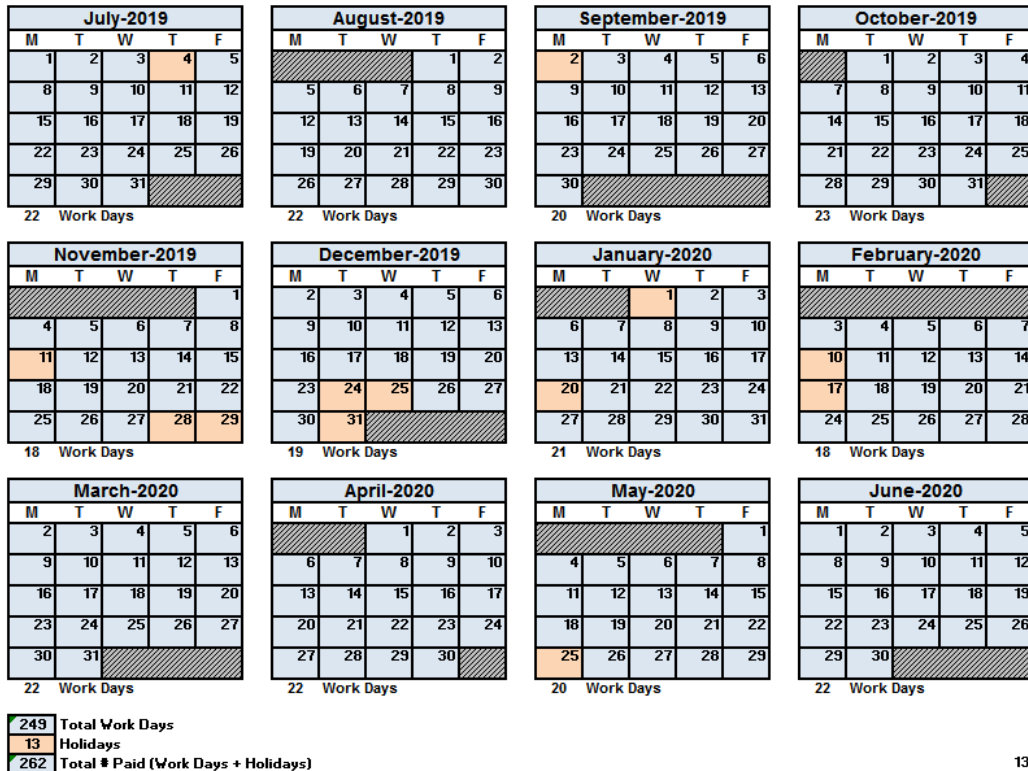
Board of Education Meeting
June 18, 2019

Inland Career Education Center (11M PT/FT)
226 Work Days + Holidays



12

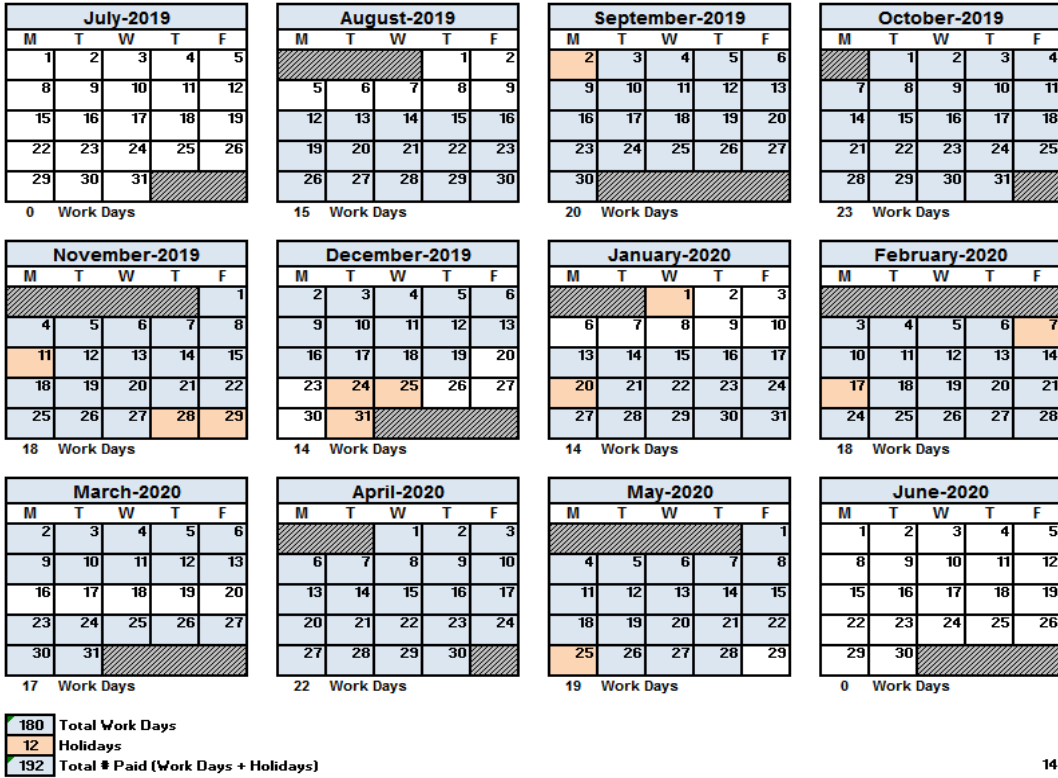
Inland Career Education Center (12M PT/FT)
249 Work Days + Holidays



13

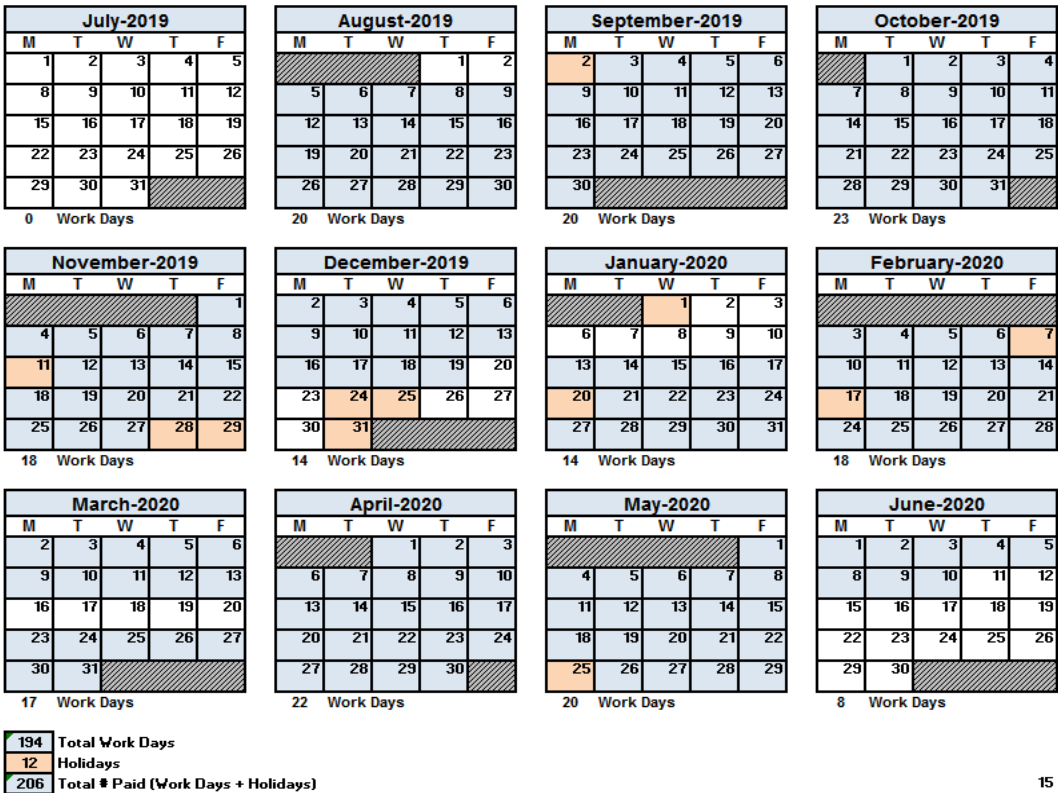
Board of Education Meeting
June 18, 2019

Middle College (9M PT)
180 Work Days + Holidays



14

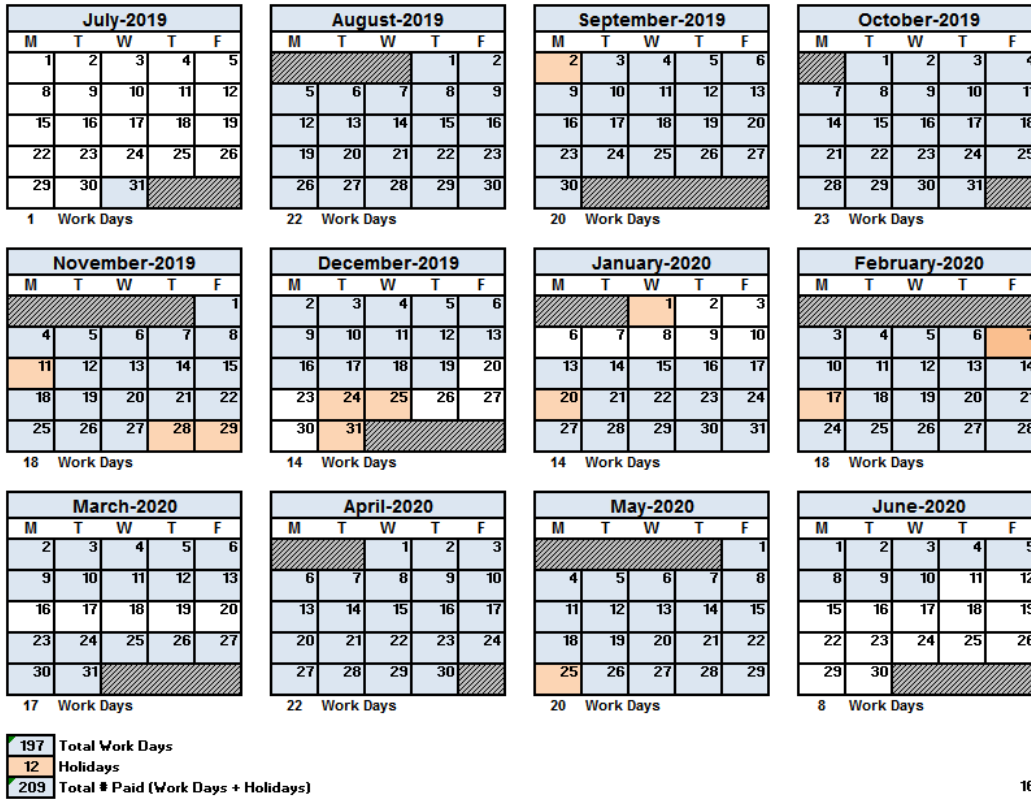
Middle College (9M FT)
194 Work Days + Holidays



15

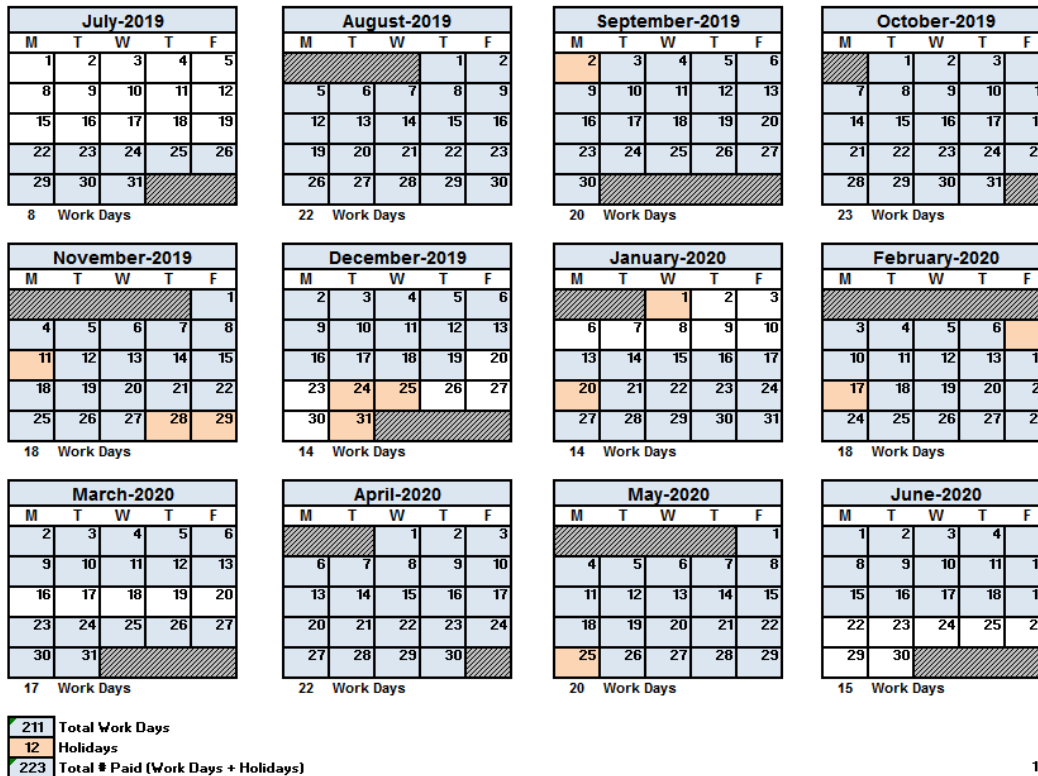
Board of Education Meeting
June 18, 2019

Middle College (10M PT)
197 Work Days + Holidays



16

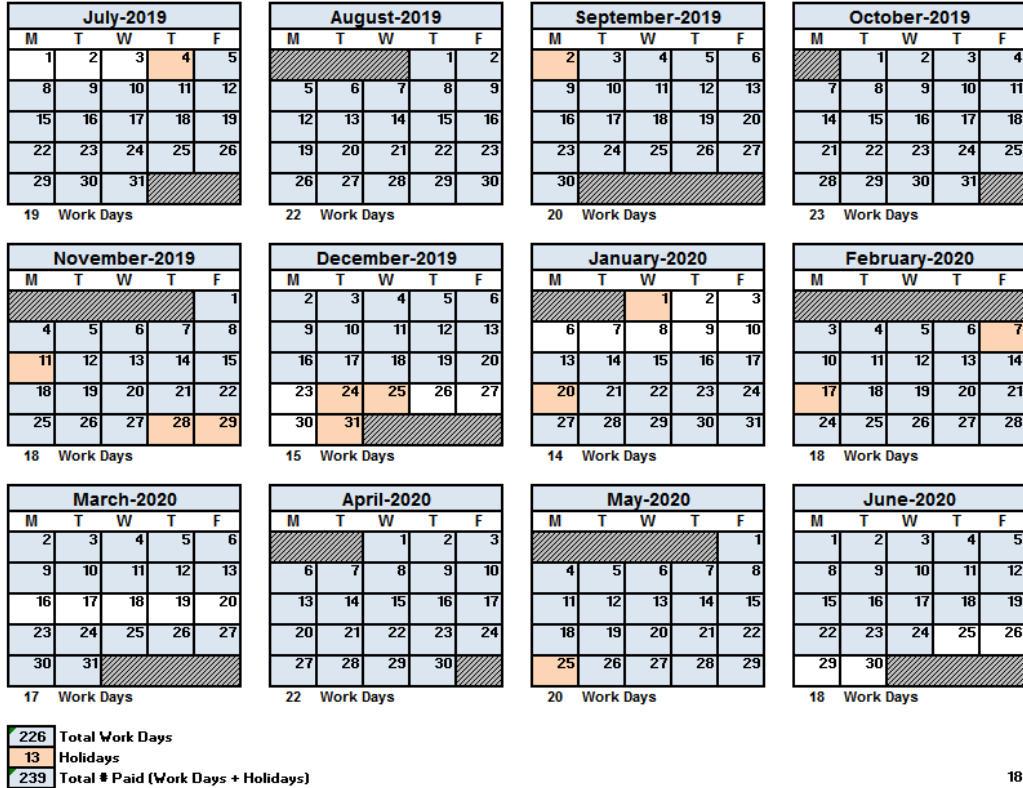
Middle College (10M FT)
211 Work Days + Holidays



17

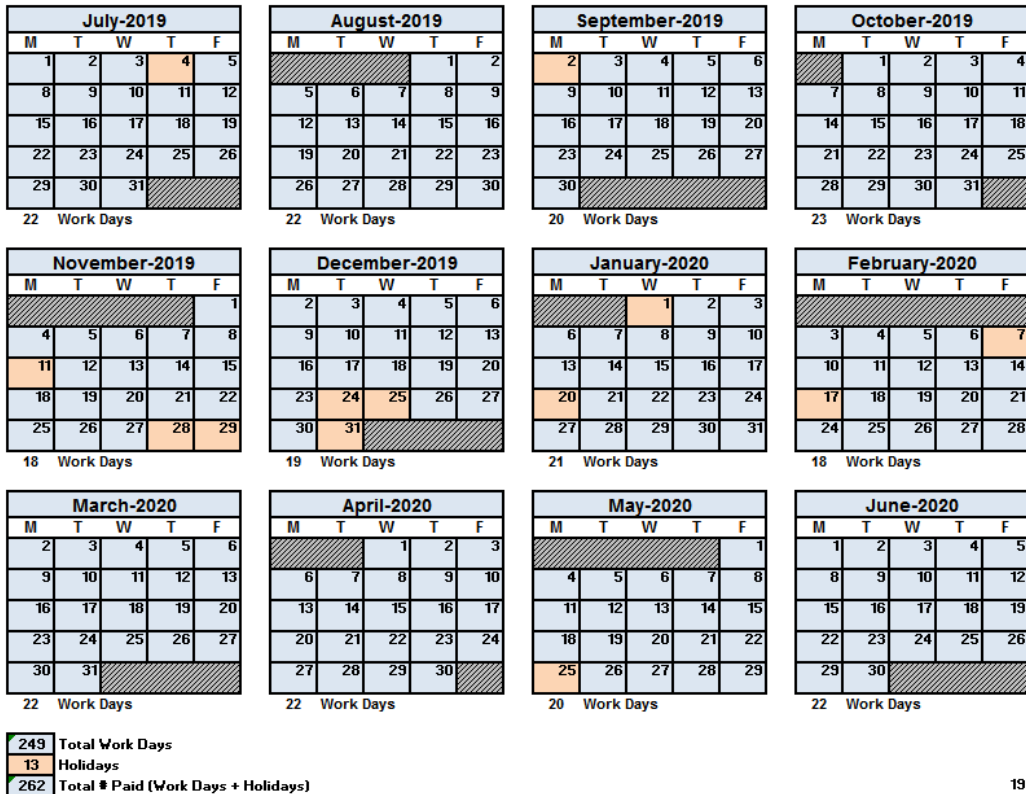
Board of Education Meeting
June 18, 2019

Middle College (11M PT/FT)
226 Work Days + Holidays



18

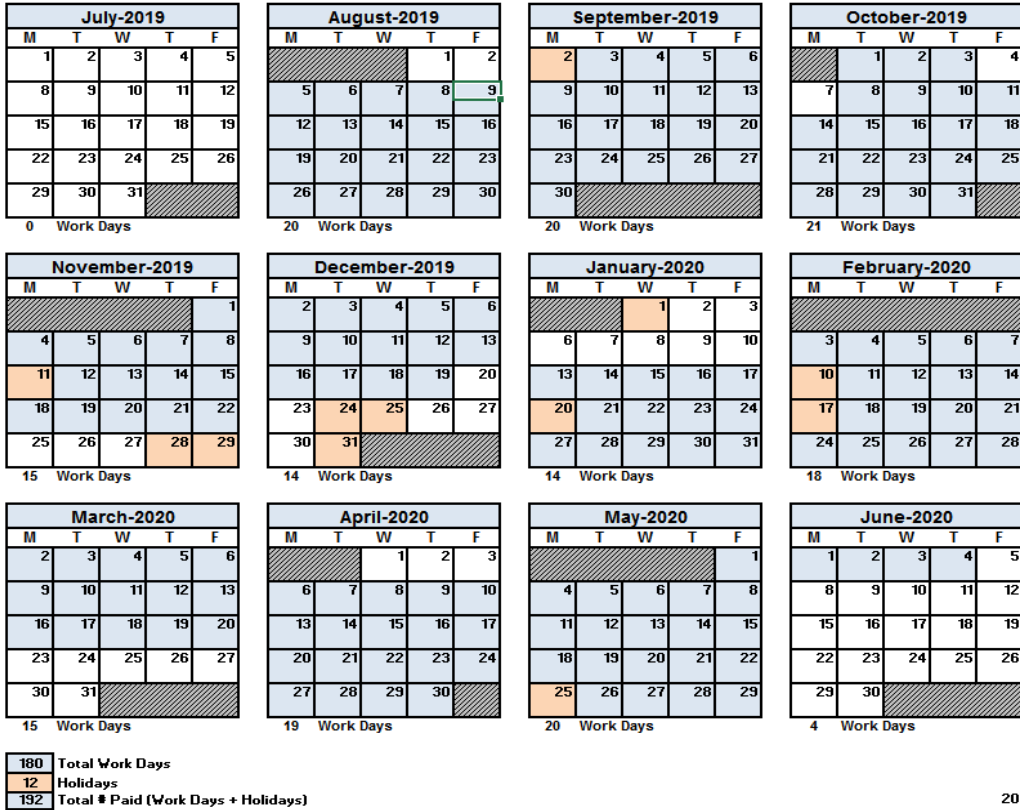
Middle College (12M PT/FT)
249 Work Days + Holidays



19

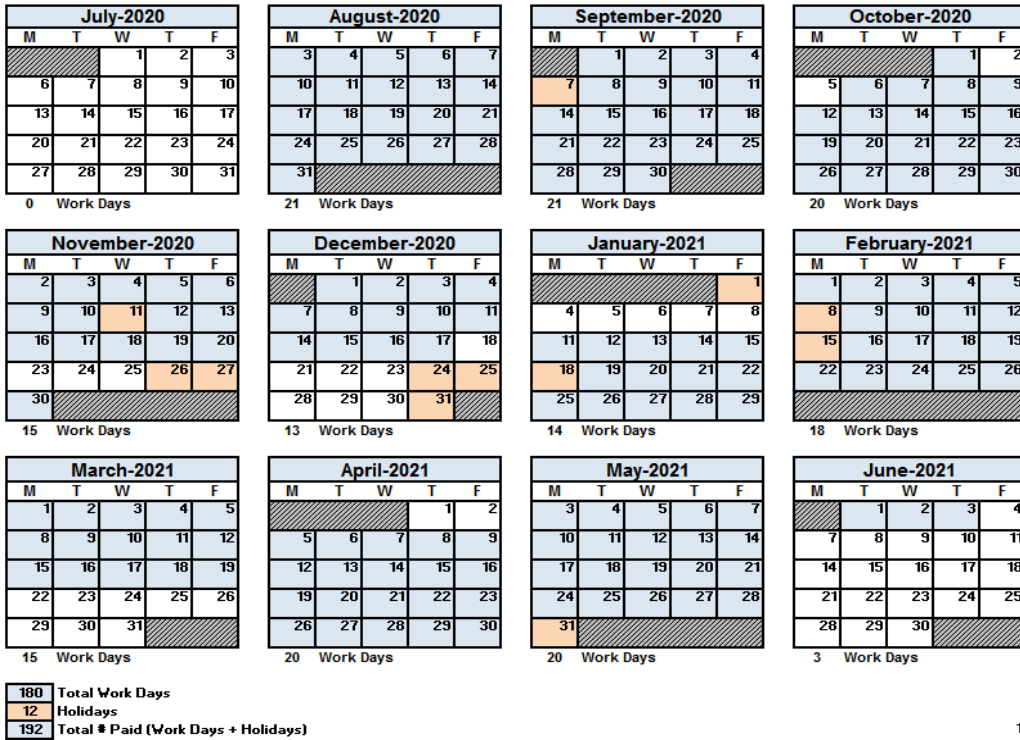
Board of Education Meeting
June 18, 2019

California School for the Deaf - Riverside (9M PT)
180 Work Days + Holidays

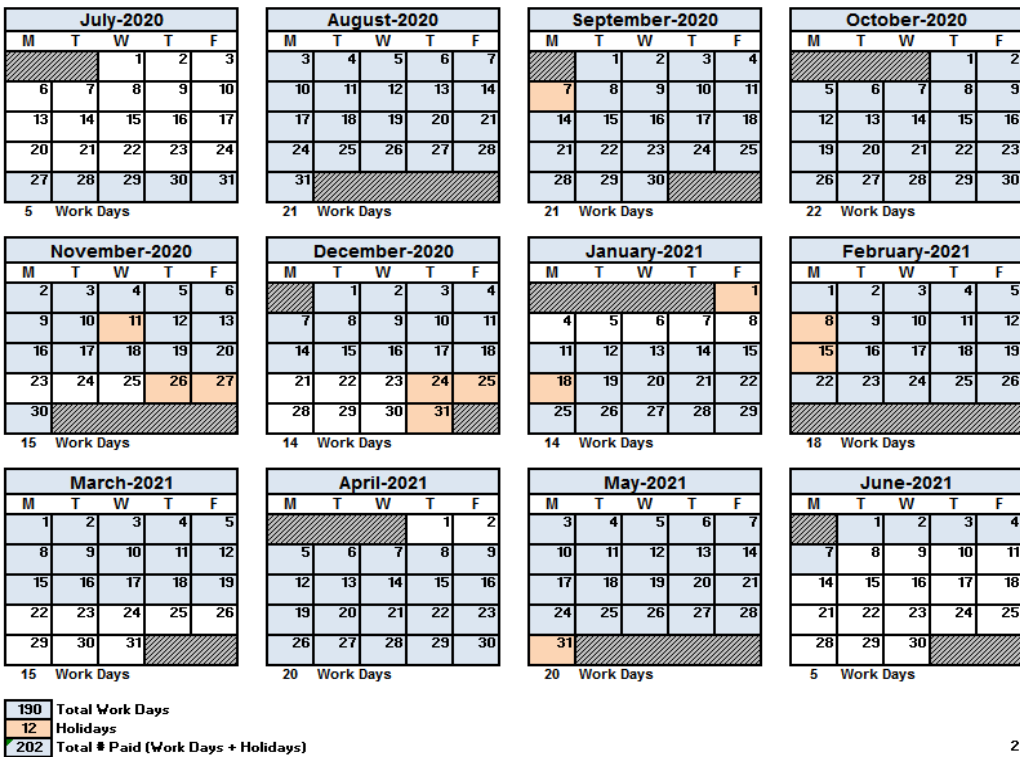


2020-2021 Classified Employee Work Calendars

Classified Traditional and Pre-School (9M PT)
180 Work Days + Holidays

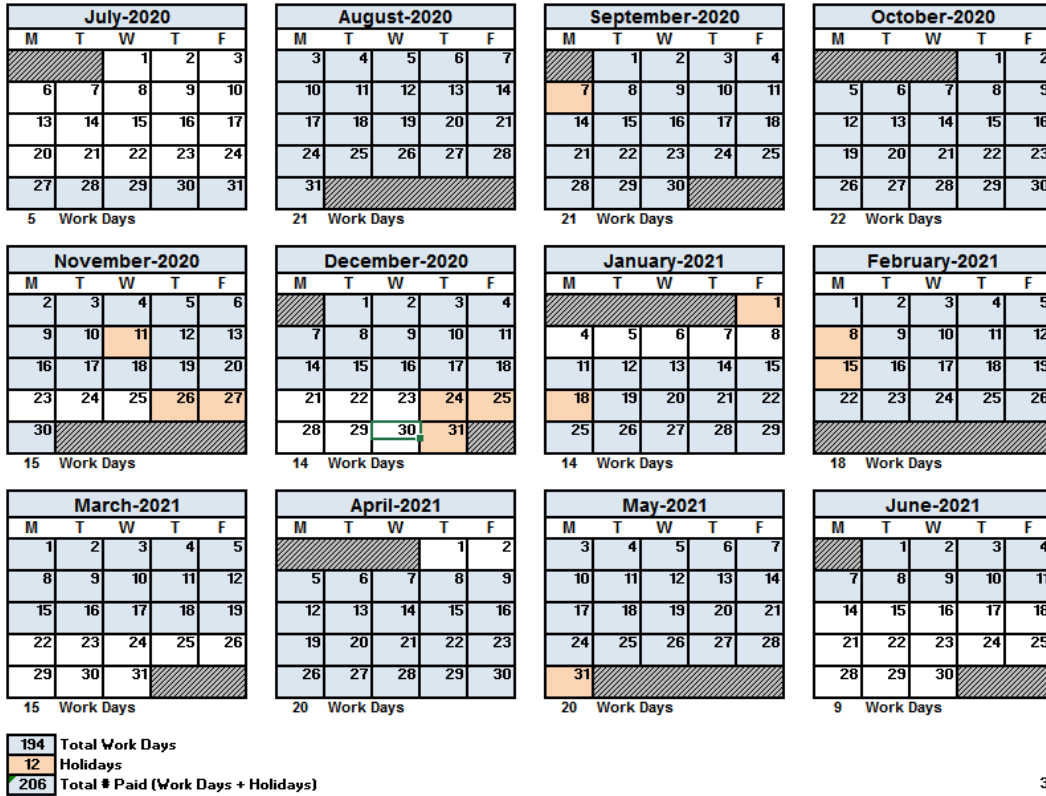


Classified Traditional (9M Special)
190 Work Days + Holidays



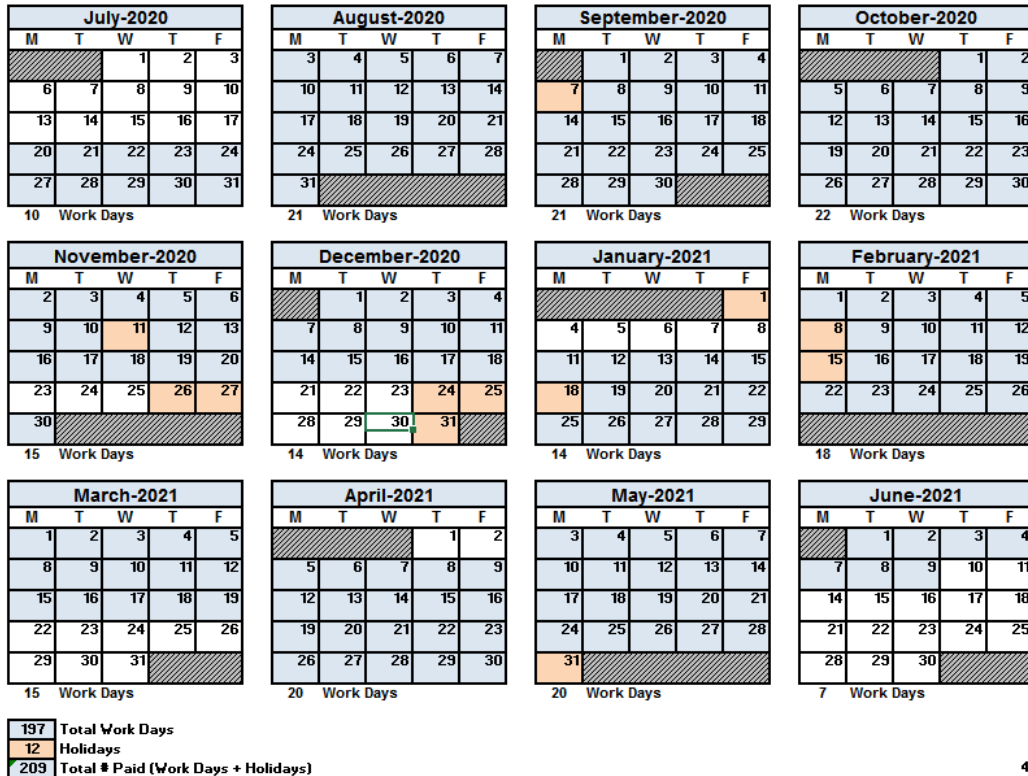
Board of Education Meeting
June 18, 2019

Classified Traditional (9M FT)
194 Work Days + Holidays



3

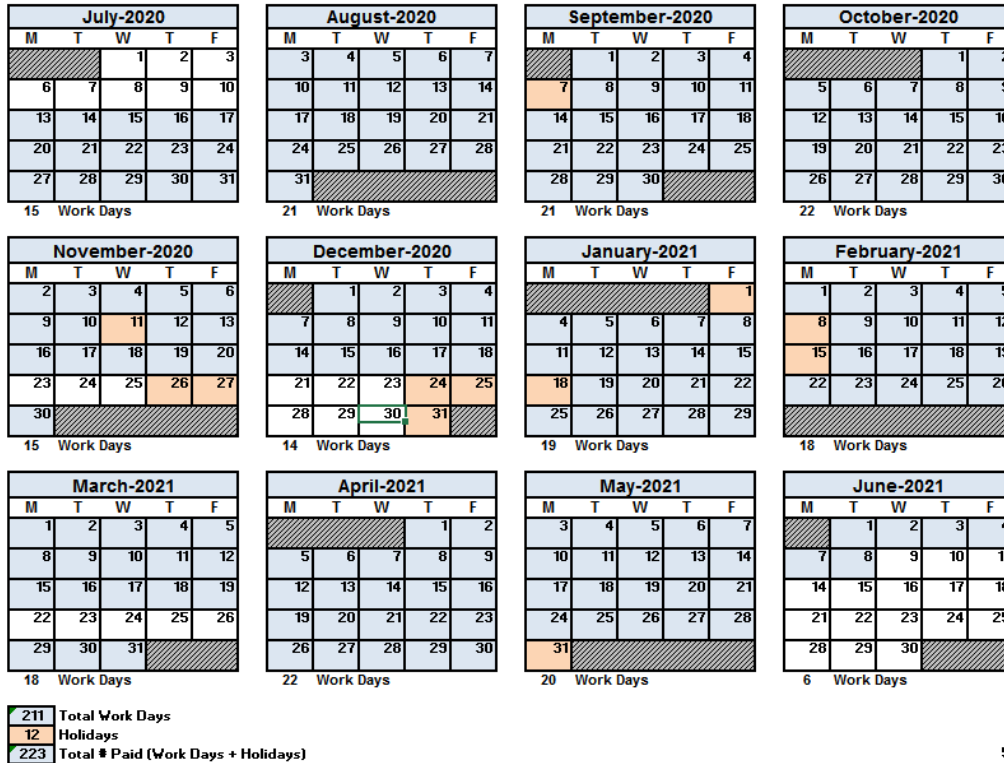
Classified Traditional (10M PT)
197 Work Days + Holidays



4

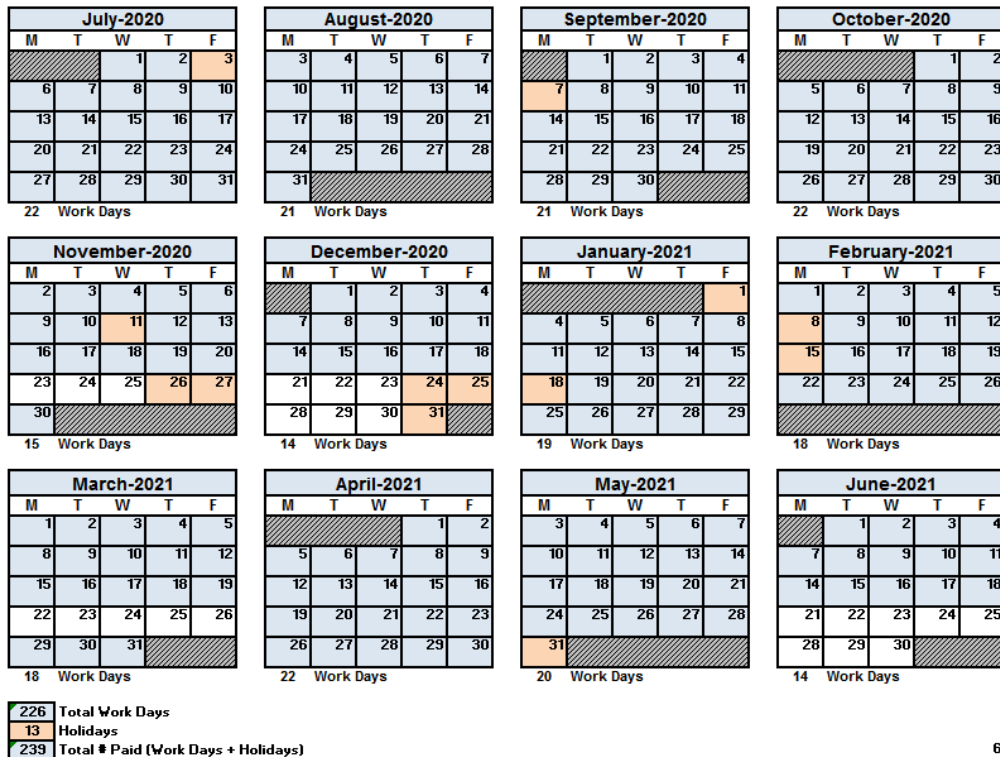
Board of Education Meeting
June 18, 2019

Classified Traditional (10M FT)
211 Work Days + Holidays



5

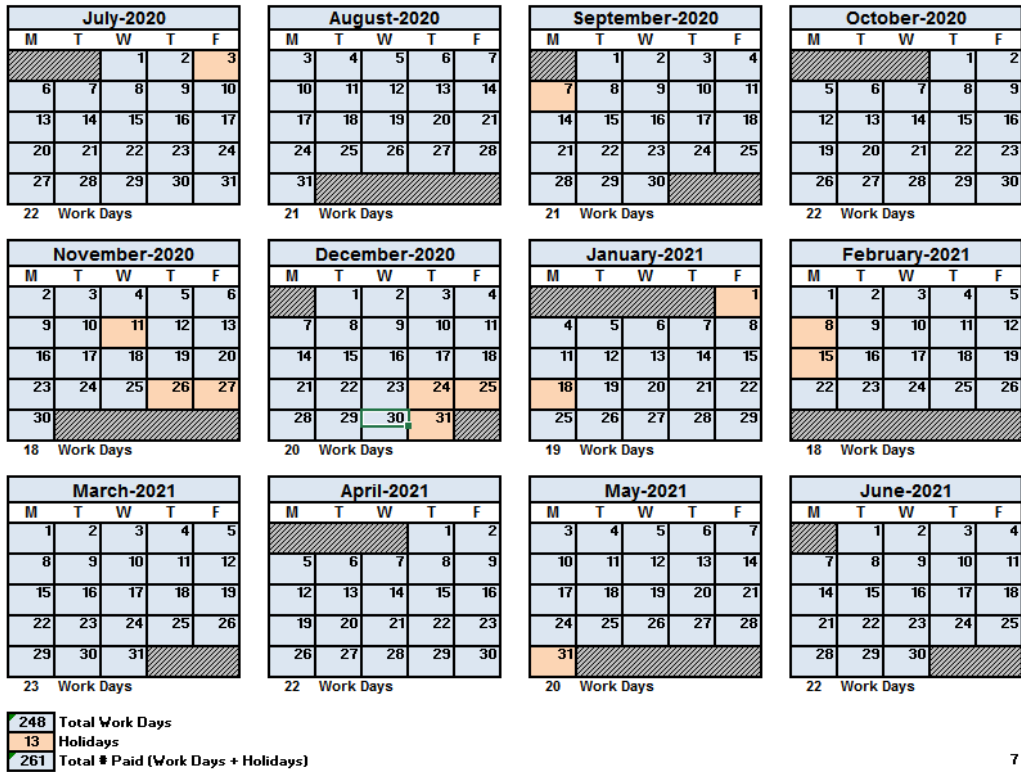
Classified Traditional (11M PT/FT)
226 Work Days + Holidays



6

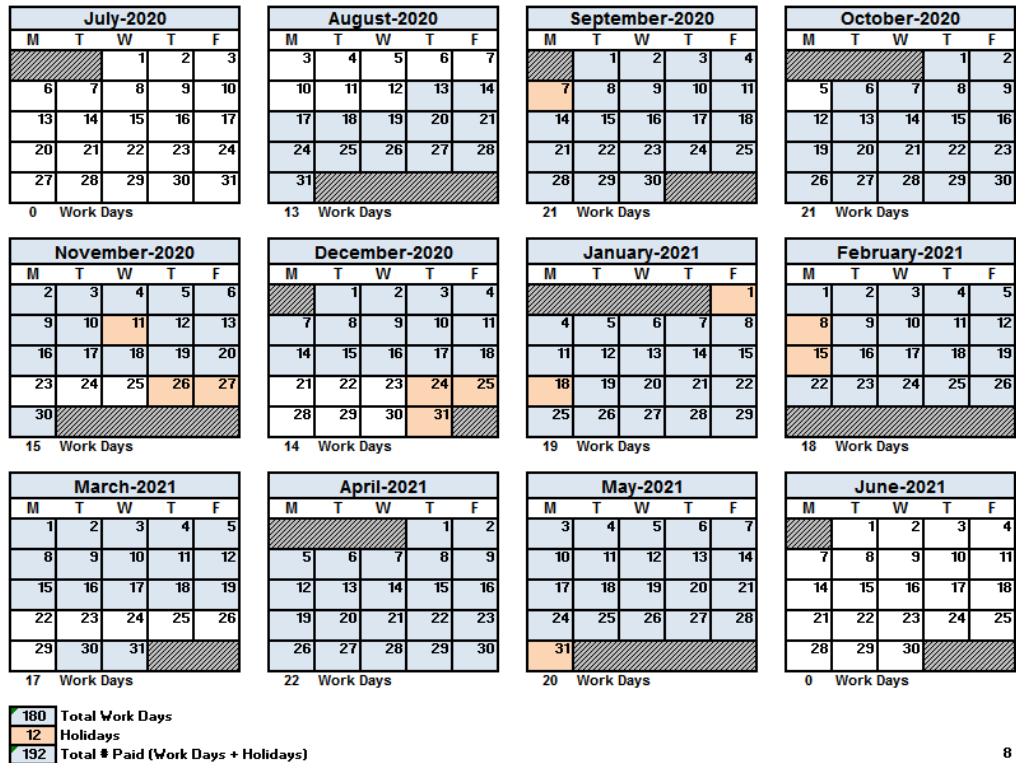
Board of Education Meeting
June 18, 2019

Classified Traditional (12M PT/FT)
248 Work Days + Holidays



7

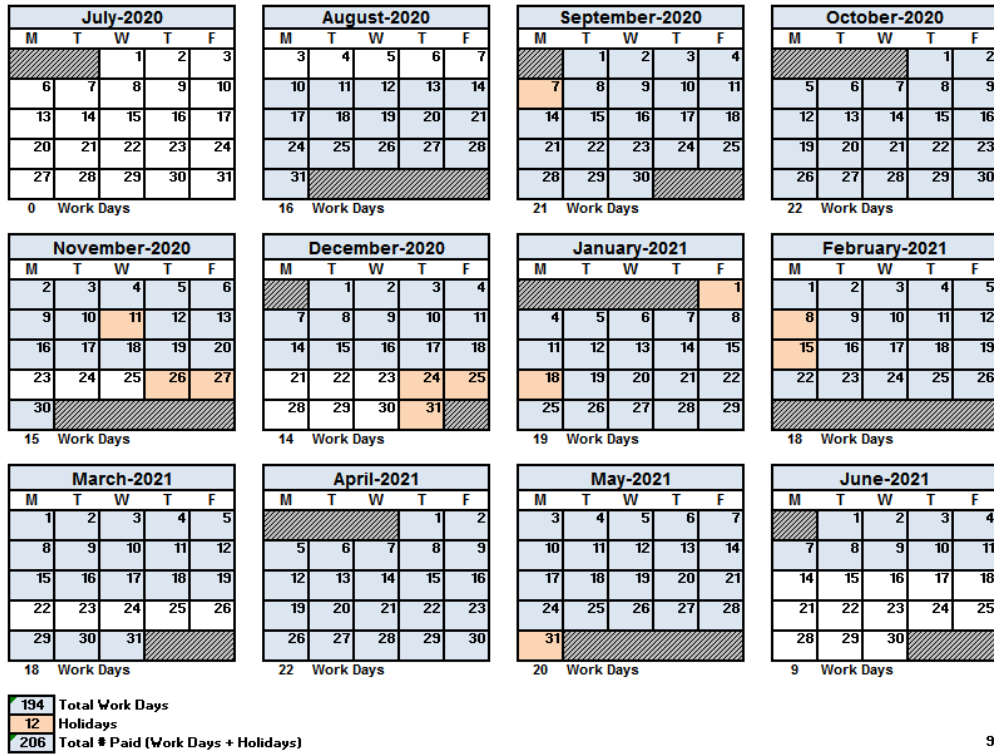
Inland Career Education Center (9M PT)
180 Work Days + Holidays



8

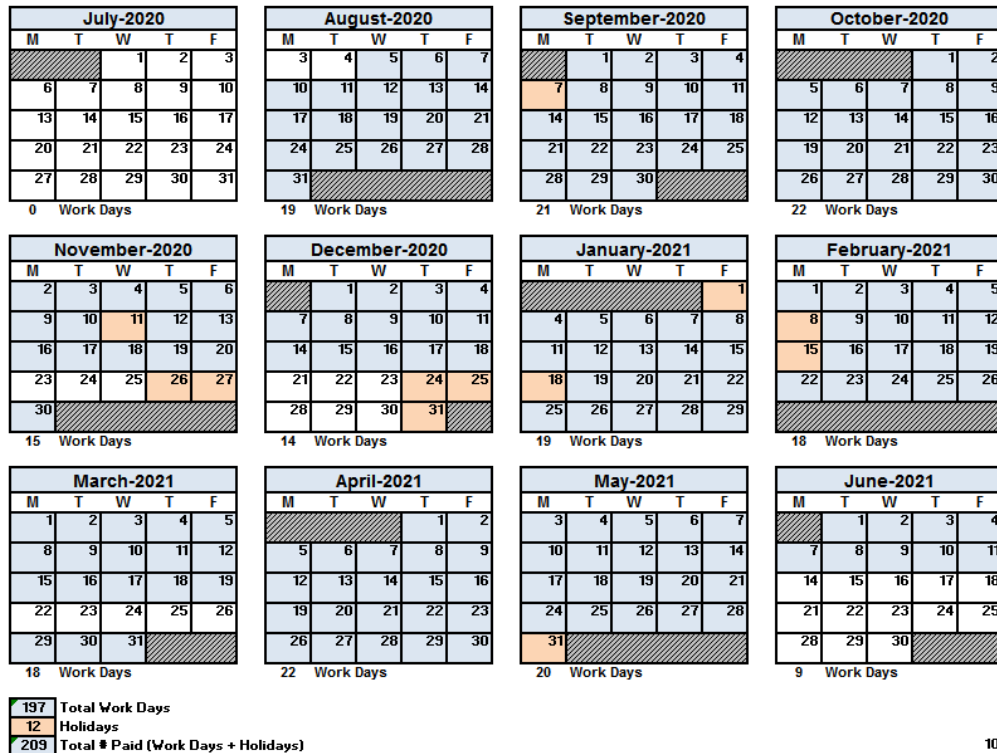
Board of Education Meeting
June 18, 2019

Inland Career Education Center (9M FT)
194 Work Days + Holidays



9

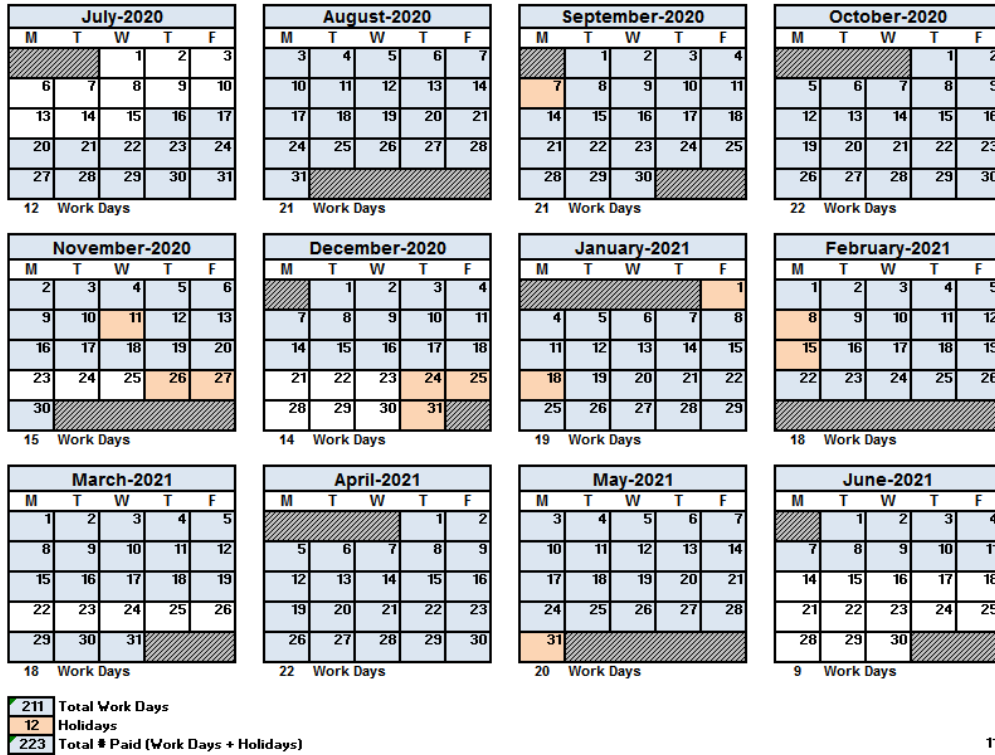
Inland Career Education Center (10M PT)
197 Work Days + Holidays



10

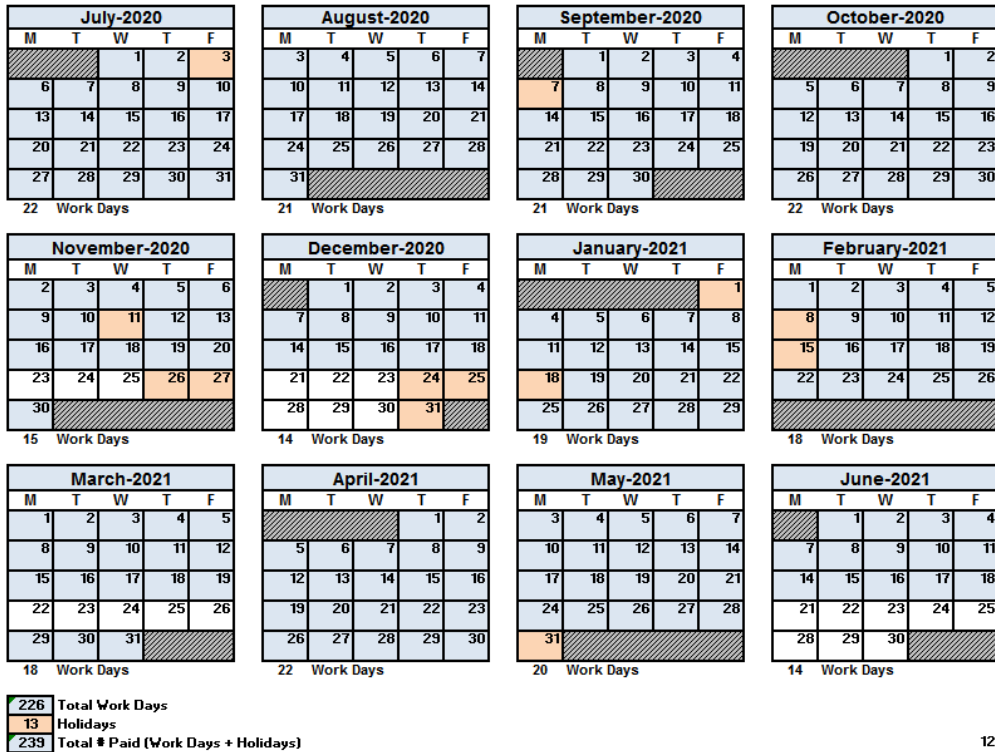
Board of Education Meeting
June 18, 2019

Inland Career Education Center (10M FT)
211 Work Days + Holidays



11

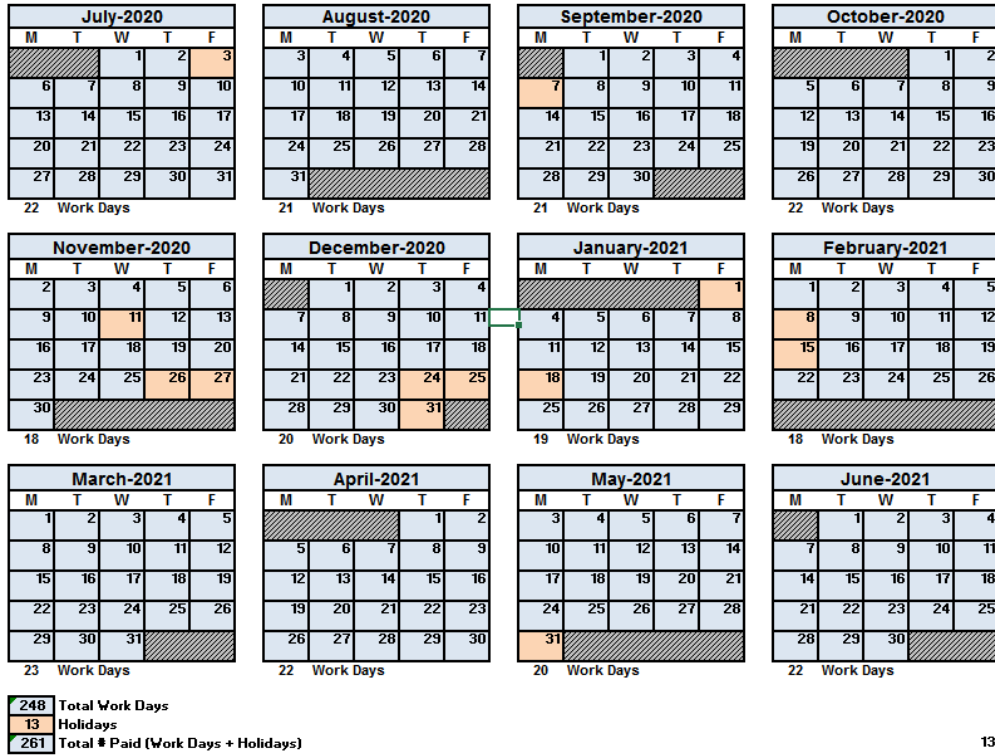
Inland Career Education Center (11M PT/FT)
226 Work Days + Holidays



12

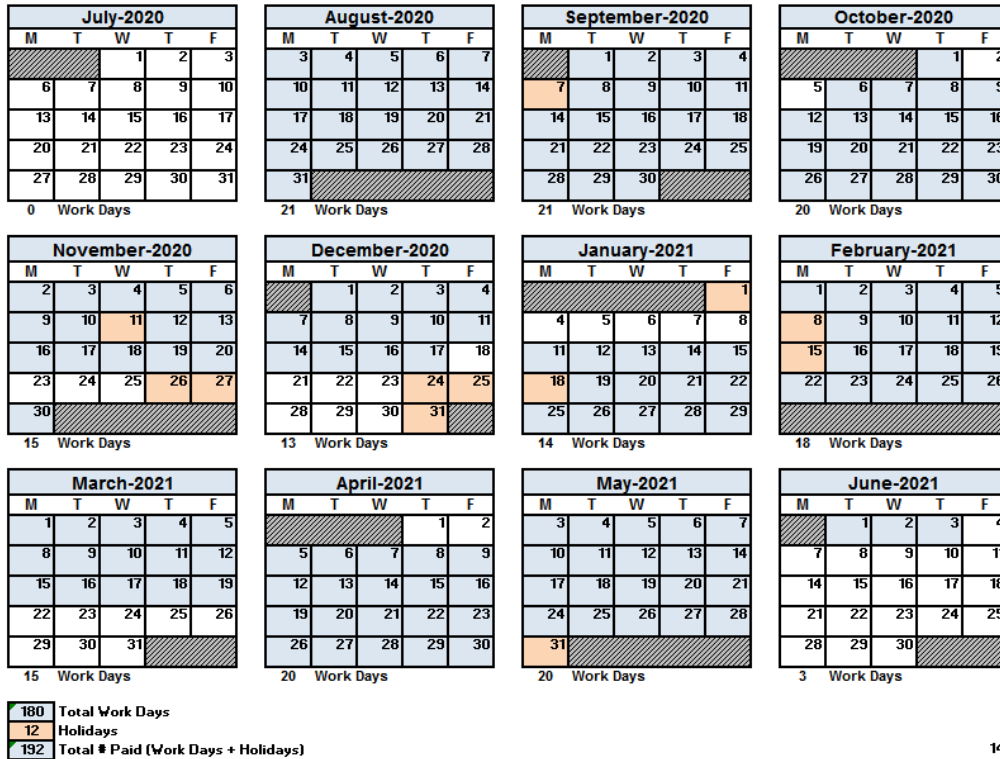
Board of Education Meeting
June 18, 2019

Inland Career Education Center (12M PT/FT)
248 Work Days + Holidays



13

California School for the Deaf - Riverside (9M PT)
180 Work Days + Holidays



14

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education accepts the Memorandum of Understanding (2019-2020 and 2020-2021 Classified Work Year Calendars) between the San Bernardino City Unified School District and California School Employees Association Chapter 183.

- 5.3 Public Hearing of Memorandum of Understanding (4/10 Summer Compressed Work Schedule) Between the San Bernardino City Unified School District and California School Employees Association and its Chapter 183
(Prepared by Human Resources)

On May 6, 2019, the District and the California School Employees Association (CSEA) and its Chapter 183 agreed to the following MOU regarding the 4/10 Summer Compressed Work Schedule. The summary of the proposed Memorandum of Understanding (MOU) with the CSEA bargaining unit is included in the Board agenda for the Board's review and to make them available to the interested public.

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND
ITS CHAPTER 183
May 6, 2019**

4/10 Summer Compressed Work Schedule

This Memorandum of Understanding is entered into by and between the San Bernardino City Unified School District (hereinafter, "District") and the California School Employees Association, and its Chapter #183, (hereinafter "CSEA").

In accordance with Article IX – Hours, Section 9 – Compressed Workweek of the Collective Bargaining Agreement between the District and CSEA, the Parties hereby agree to the following concerning the 4/10 Summer Compressed Work Schedule for the period of June 10, 2019, through July 26, 2019.

1. All bargaining unit members will participate in the 4/10 Summer Compressed Work Schedule except for those employed in or at the following departments and/or sites:
 - a. Allred Child Care Centers
 - b. Transportation
 - c. Anderson School
 - d. Bradley Elementary School
 - e. Harmon School
 - f. Highland Pacific Elementary School

- g. Rio Vista Elementary School
 - h. Roosevelt Elementary School
 - i. Pacific High School
 - j. San Andreas High School
 - k. Cajon High School (pending confirmation from site administrator)
 - l. Middle College High School
 - m. School Police, excluding Campus Security Officer IIs
 - n. The Special Education Department
2. The 4/10 workweek will be Monday through Thursday with Fridays off.
3. Some custodians assigned to the Maintenance and Operations Department will be assigned a 4/10 workweek of Tuesday through Friday, with Monday off to ensure services to students at the Allred Child Care Centers. Affected unit members shall have the opportunity to volunteer for the Tuesday through Friday, with Monday off 4/10 schedule. If more affected unit members volunteer than the District has a need, of those unit members who volunteered, assignments will be made based on seniority.
4. Extra-duty or overtime assignments on the fifth day of the workweek shall be assigned based on seniority.
5. During the week of July 1-5, 2019 which encompasses the July 4th Holiday, unit members will be paid eight (8) hours of holiday pay, unit members shall have the following options:
 - a. Return to an eight- (8) hour-per-day, five (5) days-a-week work schedule;
 - b. Remain on ten-hour-per-day (10), forty-hour-per-week (40) work schedule and utilize two (2) hours of vacation leave on the day of the holiday;
 - c. Remain on ten-hour-per-day (10), forty-hour-per-week (40) work schedule and utilize two (2) hours of personal necessity leave on the day of the holiday;
 - d. Remain on ten-hour-per-day (10), forty-hour-per-week (40) work schedule and utilize two (2) hours of compensatory time-off on the day of the holiday.
6. Unit members receiving a night differential stipend shall continue to receive the differential stipend during the compressed work-week schedule, when applicable.
7. District Administration shall inform their staff no later than ten (10) working days prior to the starting and ending shifts during the summer.
8. The following work schedule conditions are noted: The Summer Compressed Work Schedule 4/10 start times and end times shall be based on the existing work schedules by adding two (2) hours. The existing works schedules can be adjusted no more than three (3) hours before or after start/end times. Night shift employees

may work a day shift, upon mutual agreement between employee and supervisor. Each individual District department shall reach a consensus between supervisors and unit members on the 4/10 start-times and end-times, in accordance with Paragraph 7, no later than ten (10) working days prior to the starting of the 4/10 schedule.

9. Overtime provisions shall apply in accordance with Article IX (Hours) Section 9 (A) of the Collective Bargaining Agreement between the District and CSEA for hours or days worked beyond those contained herein.
10. Classified employees shall be entitled to a lunch period of no less than thirty (30) minutes inclusive of hours worked which may not be duty-free.

This MOU is subject to the approval and ratification process followed by the District and CSEA. The effective date of this MOU is April 6, 2019.

Conduct Public Hearing

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education adopts the Memorandum of Understanding (MOU) – 4/10 Summer Compressed Work Schedule between the California School Employees Association (CSEA) and its Chapter 183 and the San Bernardino City Unified School District.

- 5.4 Public Hearing of the Tentative Agreement (Article XI – Wages, Article XV – Class Sizes, Article XVI – Evaluation Procedures and Article XIV – Hours of Employment) Between the San Bernardino City Unified School District and San Bernardino Teachers Association
(Prepared by Human Resources)

On May 7, 2019, the District and the San Bernardino Teachers Association (SBTA) agreed to the following Tentative Agreement regarding wages, class sizes, evaluation procedures and hours of employment. In addition, the required forms have been filed with the County Superintendent of Schools for review. During this review, the County Superintendent of Schools will determine the impact of the tentative agreement(s) to the collective bargaining agreement(s) on the District's budget, ending balance, and general fund reserves. The summary of the Tentative Agreement with the San Bernardino Teachers Association, setting forth the financial impact of the Tentative Agreement, is included in the Board Agenda for the Board's review and to make them available to the interested public.

On June 3, 2019, SBTA ratified the proposed Tentative Agreement to the collective bargaining agreement.

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

This Tentative Agreement is made and entered on this 7th day of May 2019 between the San Bernardino City Unified School District, (hereinafter referred to as “District”) and the San Bernardino Teachers Association (hereinafter referred to as “Association”).

All terms and conditions of the current Collective Bargaining Agreement shall remain in full force and effect beginning this 7th day of May 2019 through June 30, 2021 with the following exceptions:

ARTICLE XI - WAGES

In alignment with the LCFF statutory requirement of increased/improved services, effective July 1, 2019, all unit members shall receive a 2.5% increase to Appendices A, C, D, E, F and the new salary schedule for Speech and Language Pathologists. Beginning July 1, 2020, all unit members shall also receive another 2.0% increase to Appendices A, C, D, E, F and the new salary schedule for Speech and Language Pathologists. This equates to a 4.5% salary increase over the two (2) fiscal years.

In conjunction with 2.5% increase to Appendices A, C, D, E, F and the new salary schedule for Speech and Language Pathologists one (1) day added to the work year (ARTICLE XIV: HOURS OF EMPLOYMENT) effective July 1, 2019. The added work day shall be used for the District to provide training and development around key District initiatives.

In conjunction with the 2.0% increase to Appendices A, C, D, E, F and the new salary schedule for Speech and Language Pathologists one (1) additional day shall be added to the work year (ARTICLE XIV: HOURS OF EMPLOYMENT) effective July 1, 2020. The added work day shall be used for the District to provide training and development around key District initiatives, which may include unit members using the time to apply the outcome of District training.

Section 6 – Permit Teachers

Permit Teachers with Master’s Degree shall be placed on Appendix A in column B.

Section 7 – Regularly Scheduled Part-Time, Summer School/Attendance Recovery, and Intersession Rates.

2.5% increase effective July 1, 2019 and 2.0% effective July 1, 2020 applied to subsections A, B, C, and D.

Section 13 – Special Compensation.

B. Unit members who teach in a District-designated Alternative Bilingual Education (ABE), **Dual Immersion (DI), Newcomer, or Deaf and Hard of Hearing (DHH)** classroom shall be paid a base salary that is equal to five (5) per diems above the base

pay set forth in Section 1 of this Article. This extra compensation is paid for the completion of extra duties and responsibilities required of Alternative Bilingual Education (ABE), **Dual Immersion (DI), Newcomer, or Deaf and Hard of Hearing (DHH) teachers, as well as other requested duties outside of the contracted work day.** Attendance at one (1) day of in-service meetings prior to the beginning of the work year shall be paid at the per diem rate. In order to receive this extra compensation, the unit member must have the Bilingual Specialist Credential, the Bilingual Certificate of Competence, the Bilingual Cross Cultural Language and Academic Development Certificate, the Multiple Subject Credential with Bilingual Emphasis, ~~or~~ **the Bilingual Cross Cultural Language and Academic Development Credential, or have passed the American Sign Language Proficiency Interview. Program Specialists, Program Facilitators, Resource Teachers, and Support Teachers who show evidence of the Bilingual Specialist Credential, the Bilingual Certificate of Competence, the Bilingual Cross Cultural Language and Academic Certificate, , or have passed the American Sign Language Proficiency Interview shall be paid a base salary that is equal to three (3) per diems above the base pay set forth in Section 1 of this Article for completion of requested additional duties outside of the contracted work day.**

D. A 2.5% increase effective July 1, 2019 and a 2.0% increase effective July 1, 2020 (emergency substitute section).

Section 16 – Middle School Departmental Chairpersons, AVID Coordinators, and Team Leaders.

Middle School departmental chairpersons, AVID coordinators, and team leaders shall be paid one and one-half percent (1½ %) of column XX, Step 1 for the extra duties and responsibilities of the position.

Appendix C – Extra-Duty Pay Schedule

Add playoff rate of \$150 for middle school athletics including basketball, softball, volleyball, and pep squad—advisor cheer advisor/coach.

Amend the following Cadet Corps Instructors stipends to reflect the specific conditions below:

Cadet Corps Instructors (Middle School) – \$3,083 stipend and a play-off (state competition) rate of \$101.65. In order to receive the full amount, instructors must participate in at least 90% of the required events (e.g., competitions, bivouac, staff meetings, etc.). There shall be a prorated stipend for participation in less than 90% of required events.

Cadet Corps Instructors (High School) – \$3,083 stipend and a play-off (state competition) rate of \$101.65. In order to receive the full amount, instructors must participate in at least 90% of the required events (e.g., competitions, bivouac, staff meetings, etc.). There shall be a prorated stipend for participation in less than 90% of required events.

ARTICLE XV – CLASS SIZE

Section 4 – Special Education.

A.		
	Elementary Learning Handicapped Mild/Moderate	16 14
	Secondary Learning Handicapped Mild/Moderate	20 18
	Elementary Aurally Handicapped Deaf and Hard of Hearing	7
	Secondary Aurally Handicapped Deaf and Hard of Hearing	10
	Emotionally Disturbed	10
	Aphasic	10
	Early Start Severely Handicapped Special Education	14
	Preschool Severely Handicapped Special Education	10
	Elementary Severely Handicapped Moderate/Severe	14 12
	Secondary Severely Handicapped Moderate/Severe	14 12
	Anderson School	13 12
	Yvonne Harmon School	10
	Carmack School	10

~~Elementary Learning Handicapped classes in grades Kindergarten through third grade shall not exceed twenty (20) students.~~

B. Maximum caseload for resource specialist in the ~~Learning Handicapped Mild/Moderate~~ Program shall be as follows:

~~Beginning March 1, 2021, the District and the Association shall meet and negotiate class size reduction provisions for Article XV – Class Size to be effective beginning the 2021-2022 school year.~~

ARTICLE XVI – EVALUATION PROCEDURES

~~For school year 2019-20, Article XVI – Evaluation Procedures (Appendix “G”, Section 4, Subsections B-G B, C, D, E, G and H) shall remain in effect as in the current agreement. In addition, the District and the Association mutually agree that Article XVI – Evaluation Procedures shall be extended with the following terms:~~

- ~~1. The District and the Association shall form a Joint Evaluation Task Force composed of SBTA members appointed by the SBTA President and District representatives appointed by the District.~~
- ~~2. The Joint Evaluation Task Force shall not exceed three (3) SBTA unit members per class of employees as designated in Article XVI (Section 4, Subsection B, C, D, E, G, and H) and three (3) District representatives per Article XVI (Section 4, Subsection B, C, D, E, G, and H).~~
- ~~3. The task of the Joint Evaluation Task Force shall be to work together in revising and improving the evaluation criteria of Article XVI (Section 4, Subsection B, C, D, E, G and H)~~

4. The Joint Evaluation Task Force shall make a final recommendation to the respective negotiations' teams by March 2, 2020.
5. The agreed upon evaluation model criteria will be implemented in the 2020-2021 school year. The new criteria will be communicated to members and administrators, and any training needed will be scheduled by the affected departments.
6. SBTA unit members appointed to the Joint Evaluation Task Force shall be compensated at their per diem rate.

ARTICLE XIV – HOURS OF EMPLOYMENT

In addition to the above terms and conditions the District and the Association agree to meet and work to update the language of Article XIV – Hours of Employment to reflect current practices, working conditions, and incorporate any Side Letters and MOUs that are appropriate to Article XIV. The work of updating the Article shall be completed not later than June 7, 2019.

ARTICLE XIV - HOURS OF EMPLOYMENT

Section 1--Work Year.

- A. Effective July 1, 2019, ~~the~~ established work year for unit members shall be as follows:

	Single Track and Standard Work Year (Effective July 1, 2019)	Multi-Track Year-Round Work Year (Effective July 1, 2020)
Adult Education Head Counselor	215 <u>213</u>	<u>214</u>
Athletic Director	215 <u>213</u>	<u>214</u>
BTSA Support Provider <u>TIP Mentor (Full Time)</u>	187 <u>213</u>	215 <u>214</u>
Child Center Permit Teacher	228 <u>226</u>	<u>227</u>
Classroom Teacher	187 <u>185</u>	<u>186</u>
<u>PAR Consulting Teacher (Full Time)</u>	187 <u>213</u>	215 <u>214</u>
Early Start Teacher	207 <u>205</u>	<u>206</u>
Elementary Counselor	187 <u>185</u>	205 <u>186</u>
Elementary P.E. Teacher	187 <u>185</u>	215 <u>186</u>
Hearing Panel Member	215 <u>213</u>	<u>214</u>
Language Development Specialist-- Resource Teacher	187 <u>185</u>	215 <u>186</u>
Learning Handicapped Resource Specialist	187 <u>185</u>	215 <u>186</u>
Librarian	197 <u>195</u>	215 <u>196</u>
Middle School Counselor	187 <u>185</u>	205 <u>186</u>
Mild/Moderate Special Ed. Teacher – Designated Instructional Services	187 <u>185</u>	215 <u>186</u>
Nurse	200 <u>198</u>	200 <u>199</u>

Preschool Permit Teacher	184 <u>182</u>	<u>183</u>
Program Facilitator	187 <u>185</u>	215 <u>186</u>
Program Specialist	215 <u>213</u>	215 <u>214</u>
Psychologist	197 <u>195</u>	215 <u>196</u>
Resource Teacher	187 <u>185</u>	215 <u>186</u>
ROTC Teacher	202 <u>200</u>	<u>201</u>
SDC Teacher—Special Schools	187 <u>185</u>	<u>186</u>
Secondary Categorical Specialist	228 <u>226</u>	<u>227</u>
Senior High School Counselor	189 <u>187</u>	<u>188</u>
Senior High School Head Counselor	215 <u>213</u>	<u>214</u>
Special Education Counselor	189 <u>187</u>	<u>188</u>
Speech Therapist	187 <u>185</u>	215 <u>186</u>
Support Teacher	187 <u>185</u>	215 <u>186</u>
Teacher on Assignment	<u>185</u>	215 <u>186</u>

Unless otherwise designated, a work year for unit members shall be 185 days effective 2019-2020 school year, and 186 days effective 2020-2021 school year. ~~187 days for those serving single tracks and standard year tracks and 215 days for those unit members serving all tracks on the year-round calendar.~~

- B. During the first year of employment with the District, teachers may be required to work two (2) additional days. The additional two (2) days shall be for the purposes of orientation and in-service. The unit member shall be paid the hourly rate set forth in Article XI, Section 7(C), for required attendance at new-teacher orientation, if any.
- C. The District shall establish the number of teaching days, parent conference days, workshop days, and other duty days. If, for any unforeseen reason, the number of teaching days falls below the state minimum, the District has the right to require sufficient additional workdays at no additional cost to the District to meet minimum state requirements.
- D. The minimum work year for full-time Adult Education teachers shall be 1,086 hours.

Section 2--Work Day.

A. ~~Classroom teachers shall report, as designated by the District, twenty (20) minutes prior to the beginning of the regular first class or period, and shall remain at their work site fifteen (15) minutes following the end of the regular last class or period unless released earlier by their supervisor to attend a District activity. This~~ The minimum workday, as delineated in Appendix H, shall be exclusive of lunch, staff meetings, and adjunctive duties.

~~For the 2015-2016 school year, the work day shall increase by fifteen (15) minutes, which shall be used for preparation, planning, and other professional activities. The fifteen (15) minute increase will be added to the beginning of the work day at the elementary level, and at the end of the work day at the secondary level.~~

Classroom teachers at San Andreas High School shall report to work, as designated by the District, 2,050 minutes per week, exclusive of lunch, staff meetings, and adjunctive duties.

- B. Counselors shall have the same workday as classroom teachers at the respective work sites. The starting and ending times of the workday may be adjusted by one (1) hour by the supervisor to meet the needs of the District. The workday shall be exclusive of lunch, staff meetings, and adjunctive duties.
- C. Nurses shall work, as assigned by the District, 2,050 minutes per week, exclusive of lunch, staff meetings, and adjunctive duties.
- D. Psychologists shall work a forty-hour week, exclusive of lunch.
- E. Unit members assigned to the hearing panel or as teachers on curricular assignment to Educational Services ~~shall may be assigned to~~ work ~~up to~~ forty (40) hours per week ~~as scheduled by the District,~~ exclusive of lunch, ~~when required by the work load.~~ **The unit member shall be paid a base per diem salary five percent (5%) above the per diem pay as set forth in Article XI, Section 1.**
- F. Adult Education full-time teachers shall provide at least thirty (30) hours per week of classroom instruction.
- G. Permit teachers shall work eight (8) hours per day.
- H. Unit members assigned to work as program specialists ~~in programs, such as Learning Handicapped in regular classes, driver education,~~ and program facilitators shall work a forty (40) hour week as scheduled by the District. The unit member shall be paid a base per diem salary five percent (5%) above the per diem pay as set forth in Article XI, Section 1.
- I. **Unit members whose work year is more than a classroom teacher in an extended year program that provides services to students on all four tracks in a year-round program** must submit to their supervisor an annual work schedule showing workdays and non-workdays. Once approved by the supervisor, the annual work schedule may be changed only by mutual consent of the unit member and the supervisor.
- J. Librarians shall work a forty-hour (40-hour) week, exclusive of lunch. Librarians shall be paid a base per diem salary five per cent (5%) above the per diem pay as set forth in Article XI, Section 1.

Section 3--School Meetings.

- A. Definition: For the purposes of this section shall include any required meeting called by the principal or his/her designee(s) or a District administrator, that is designated as a faculty, departmental, grade-level, curricular, professional development/in-service

meeting or training, that is held at the work site.

- B. Unit members shall be available after the regular daily school schedule on Monday, Tuesday, and Thursday to attend these required school meetings. Such meetings shall begin within fifteen (15) minutes after the completion of the scheduled minimum workday and shall not exceed sixty (60) minutes per meeting. No required meetings shall be held on Wednesday and Friday afternoons.
- C. With concurrence of the majority of the staff and the site administrator, school meetings may be held before the start of the school workday or during lunch, excluding thirty (30) minutes of duty-free time. Such meetings shall be in lieu of one or more of the required after school meetings.
- D. A minimum of one (1) workday's notice will be given to attend these required school meetings.
- E. **Schools that do not participate in the Collaboration Day Professional Development Program (Appendix H),** There shall **not hold be no** more than two (2) required school meetings during any one (1) workweek.
- F. Unused school meetings during any given week may be banked up to a maximum of five (5) meetings to be used prior to the end of the school year. Under these circumstances the banked time shall only be used for any required school meeting. Five (5) working days' notice shall be given to unit members prior to using banked meetings. No more than one (1) banked school meeting may be used in a given week.
- G. Unit members assigned to high schools may be required to attend a school meeting on Wednesdays in order to meet with an accreditation team.
- H. Voluntary in-service meetings in which the unit member is paid to attend shall not be held on Wednesday afternoons unless no alternative day is available.
- I. In the event of critical need, unit members may be required to attend staff meetings on any workday, with less than one (1) days' notice. Examples of critical need include, but are not limited to, environmental hazards, student or civil unrest, criminal activity, or other serious events of the same magnitude.

Section 4--Lunch Period.

Unit members shall have a duty-free lunch period of thirty (30) consecutive minutes. The length of the lunch period may be extended by the site administrator to conform to not more than the applicable student lunch period.

Section 5--Conference or Preparation Periods.

A. Each regular secondary school shall develop a master schedule that includes a daily

preparation conference period for each classroom teacher. Secondary schools that have implemented block scheduling shall develop a master schedule that includes for each classroom teacher at least as much conference/preparation time per week as he/she would have received from a traditional master schedule that includes a daily conference/preparation period.

B. Each regular elementary school shall develop a schedule that ~~includes a weekly fifty (50) minute preparation or conference period for classroom teachers assigned to grades one through six (1-6) and all-day kindergarten~~ provides a minimum of one thousand, seven hundred-twenty (1,720) minutes of preparation or conference time annually for each classroom teacher assigned to grades one through six (1-6) and all day kindergarten. The schedule shall be developed as follows:

1. During each full week (Monday-Friday) throughout the year that has no holiday(s) scheduled, each teacher shall have no less than fifty (50) consecutive minutes of preparation or conference time, with the following exceptions:

- a.** To accommodate those weeks with holidays, a rotation schedule shall be developed that provides no less than one thousand, seven hundred twenty (1,720) minutes of preparation/conference time throughout the school year to each unit member who lost preparation/conference time due to that holiday. This may affect (1) above when needed to equitably distribute the required number of annual minutes.
- b.** During weeks with District minimum days, parent conference days, staff development days (MOU) and/or track change days, each teacher shall have no less than thirty-five (35) consecutive minutes of preparation or conference time.
- c.** A copy of the Elementary Teacher Planning Time Program Schedule shall be provided a yearly basis upon request by SBTA.

C. Special schools do not have preparation or conference periods. Preparation and conference periods constitute work time that must be used for preparation, planning, conferencing, and other professional activities.

Section 6—Professional Duties.

In addition to the minimum workday provided in Section 2 above, all unit members shall be responsible for other assigned duties, including, but not limited to, conferring and counseling with pupils, parents, staff, and administrators; attending faculty, departmental, and grade-level meetings; assuming responsibility for the proper use and control of District property, materials, supplies, and equipment; supervising pupils within and outside the classroom and class hours; supervising activities as assigned; participating in parent, and community activities; and participating in approved staff-

development programs.

Evening Activities

A. All teachers shall attend the Back-to-School Night and/or Open House at their respective schools. The site administrator may substitute another evening activity for either Back-to-School Night or Open House, (i.e. graduation). Teachers volunteering for sponsorship of pupil organizations shall be exempted from evening activities other than those assignments listed above. Other evening and/or afternoon supervisory activities shall be voluntary unless there is not a sufficient number of volunteers, in which case the District, or site administrator, shall make required assignments; in making such assignments, every effort shall be made to do so on the basis of an equitable rotation.

Adjunctive Duties

B. Adjunctive duties are defined as supervisions which are outside the regular work day or during an employee's non work time. Adjunctive duties would not include responsibilities for which an employee is elected or covered under professional duties. In assigning adjunctive duties, the District, or site administrator, shall make every effort to do so equitably.

Section 7--Parent-Teacher Conferences.

During that time scheduled by the District for parent-teacher conferences, classroom teachers and resource specialists required to hold parent-teacher conferences may be released fifteen (15) minutes after the end of the last class or period, if no conferences are scheduled. Regular proficiency test conferences shall be scheduled at the same time as the regular conferences. If conferences are scheduled, a teacher shall be released after the teacher's last conference. Conferences may be held after the minimum workday provided for in Section 2 above in order to meet the needs of parents. When conferences are scheduled past the minimum workday, the teacher shall have the responsibility to set the appointment. Classroom teachers and resource specialists shall make all reasonable efforts to complete assigned parent-teacher conferences.

Section 8--Preparations.

The District will attempt to assign no more than three (3) different preparations to secondary classroom teachers. A preparation shall be defined as a subject title. Classroom teachers with more than three (3) preparations, which causes a substantial increase in hours, may appeal to the Superintendent or his designee for a reduction in the number of preparations. The decision of the Superintendent or his designee shall not increase staff at the classroom teacher's school and shall be final.

Section 9--Job Sharing.

A. Job sharing shall refer to two (2) or more permanent unit members voluntarily

sharing one (1) or more full-time position(s).

- B. Unit members who have jointly agreed to share a job must submit an application and a plan to Human Resources prior to April 1. The job-sharing plan must include a division of responsibilities including, but not limited to, attendance at school meetings, District meetings, adjunctive duties, parent conferences, report card preparation, etc. Both unit members must attend all three (3) District mandated in-service days as a condition of the job-sharing agreement. The additional days beyond their share of contract days shall be paid at their per diem rate of pay. The plan must be approved by the supervisor and the District's Chief Human Resources Officer.
- C. Unit members working in job-sharing positions shall receive prorated salaries, benefits, and leaves. Except as set forth in subsection "D" below, contributions to the State Teachers' Retirement System (STRS) shall be proportionate to the time worked and salary earned.
- D. Job-sharing agreements shall be for one (1) year. The job-sharing agreements may be renewed by making application as set forth in subsection "B" above.
- E. Unit members sharing a job shall serve as substitutes for one another. While working as a substitute, the unit member shall be paid the substitute rate of pay adopted by the Board of Education. Unit members sharing a job may trade time with the approval of their supervisor.
- F. Should one of the unit members in a job share assignment be unable to complete the remainder of the school year, the remaining unit member shall immediately assume the full-time position.
- G. A job-sharing agreement, once approved by the District, can be revoked only with the mutual consent of the District and both unit members sharing the job.

Section 10--Exchange Days.

With the approval of the unit member's immediate supervisor, a unit member may exchange up to ten (10) workdays within the same school year with another unit member. The exchanges will allow a unit member scheduled to work to be absent and be replaced by an acceptable and qualified unit member not scheduled to work, and then later reciprocate in order to make up lost workdays. The request and exchange plan for the exchange days must be filed with the immediate supervisor not less than five (5) working days prior to the exchange day(s). Failure of a unit member to carry out the obligation to reciprocate under an approved exchange agreement within the school year shall result in a loss of pay for the day(s) in question, which shall be paid to the unit member who worked the added day(s). Paid leave time shall not be used to avoid repayment of exchange days. Where disputes arise regarding the repayment of exchange days, the unit member may appeal to the District's Chief Human Resources Officer. The decision of the Chief Human Resources Officer shall be final and binding and not subject to the

grievance and arbitration procedure set forth in this Agreement.

Section 11--Roving Assignments.

For this section of the Agreement a roving teacher is defined as a teacher that moves from classroom to classroom monthly, during every track cycle or more than two periods per day. Except at schools where all teachers have roving room assignments, the administrators of four-track, year-round schools may designate roving teachers after consideration of volunteers for roving assignments. In the absence of volunteers for roving assignments, the school administrator will rotate the roving assignments so that there is a fair distribution of roving assignments among unit members. The District shall make reasonable effort to provide locking storage space for the roving teacher. Teachers in their first two (2) years in the teaching profession shall not be given roving assignments if assigned prior to the first day of instruction unless no other option exists. While in the roving assignment, teachers shall be exempt from bus and yard duty.

Section 12--Joint Study Committee.

During the term of this Agreement, the Association shall have the right to call for the creation of a Joint Study Committee to determine the feasibility of increasing elementary preparation time at little or no cost to the District. The recommendations, if any, of the Joint Study Committee shall be reported to the Association and District.

Section 13--Reduced-Work-Load Program.

After reaching age fifty-five (55), unit members with more than ten (10) years of District service, of which the immediately preceding five (5) years were full-time employment, may enter into a non-revocable reduced work load part-time and receive full retirement credit, as if employed on a full-time basis. Both the District and the unit member shall contribute to the STRS the amount that would have been contributed if the unit member were employed on a full-time basis. If the agreement is for five (5) years or less, the unit member shall receive full benefits as set forth in Article XII of this Agreement as if employed full-time. Participation in the program is limited to not more than (10) years. At the end of ten (10) years or the expiration of the reduced workload part-time, the unit member must retire.

APPENDIX "G"

ARTICLE XVI EVALUATION PROCEDURES (APPENDIX "G")

Section 1 – General.

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

Section 2--Notice and Orientation.

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

A. A copy of this Article, along with the opportunity to review the Article and ask questions.

B. An overview of the evaluation criteria, a copy of the Goal Setting Form, **and** a copy of the ~~CSTP rubric, and the Self-Assessment rubric.~~ **most current standards and rubric for Self-Assessment appropriate to the unit member's assignment.**

C. Available resources, including but not limited to **Onboarding, Peer Observation, Peer Mentoring, Site or Department PLC Support, District Training, Beginning Teacher Support and Assistance (BTSA) Teacher Induction Program (TIP)** and Peer Assistance Review (PAR). The evaluator, or designee, shall be available to model methods of instruction in a classroom setting if requested by the unit member.

~~B. An overview of the evaluation criteria, a copy of the Goal Setting Form, a copy of the CSTP rubric, and the Self-Assessment rubric.~~

~~C. Available resources, including but not limited to Beginning Teacher Support and Assistance (BTSA) and Peer Assistance Review (PAR). The evaluator, or designee, shall be available to model methods of instruction in a classroom setting if requested by the unit member.~~

Section 3 – Initial Individual Meeting

Section 3 – Initial Individual **Goal Setting** Meeting

Within the first thirty (30) workdays of the school year or assignment to that work location, and following the notice and orientation meeting, the evaluator and the unit member shall meet. In this meeting, the unit member shall bring the completed Self-Assessment rubric and a draft of ideas for collaborative goal setting. **In addition to the Self-Assessment, stakeholder input including student survey data from students in grades 5-12 and parent survey data from parents of students in grades PreK through 4, Mild/Moderate and Moderate/Severe Special Education programs shall be considered prior to drafting goals.**

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

~~The evaluator and the unit member will discuss:~~

A. Agreement of goals

1. One (1) School or one (1) District or one (1) Community Goal
 - This goal may include compensated or non-compensated co-curricular activities.
 2. One (1) Professional Goal
 - This goal can be an individual, site, or district-based goal.
 3. ~~One (1) Student Outcome Goal for the 2016-2017 school year and~~ **Two** (2) Student Outcome Goals ~~beginning in 2017-2018.~~
 - The goal(s) may be connected to the Single Plan for Student Achievement (SPSA), Key Performance Indicators (KPIs), and/or other collaboratively agreed upon student outcome indicators.
 -
- B. The Goal Setting form is a “living document” that may be modified at any time with mutual agreement of the evaluator and the unit member.
- C. Goal monitoring, timelines, available resources, and evidence to demonstrate progress.
- D. **The evaluator and the unit member may also discuss and incorporate into the goals stakeholder input that includes student and/or parent voice in the form of annual school survey data.**

Section 4 – Evaluation Criteria

- A.** Teachers shall be evaluated ~~using~~ **on** the following:
1. The most recent California Commission on Teacher Credentials **Credentialing** (CCTC) (CTC) approved California Standards for the Teaching Profession (**CSTP**);
 - a. **Permanent teachers shall be evaluated on all of the CSTP;**
 - b. **Probationary 1, Intern, and Emergency teachers shall be evaluated on Standards 1, 2 and 4;**
 - c. **Probationary 2 teachers shall be evaluated on Standards 3, 5, and 6, and any additional standards identified by the evaluator;**
 2. Rapport and timely communication with students, parents, staff, and administrators;
 3. Attendance and punctuality;
 4. Member judgment; and
 5. Measurable Goals as outlined in Section 3A.
 1. ~~The most recent California Commission on Teacher Credentials (CCTC)~~ approved California Standards for the Teaching Profession (CSTP)
 - a. ~~Engaging and supporting all students in learning;~~
 - b. ~~Creating and maintaining effective environments for student learning;~~
 - c. ~~Understanding and organizing subject matter for student learning;~~
 - d. ~~Planning instruction and designing learning experiences for all students;~~
 - e. ~~Assessing student learning;~~
 - f. ~~Developing as a professional educator;~~

- ~~2. Rapport and timely communication with students, parents, staff, and administrators;~~
- ~~3. Attendance and punctuality;~~
- ~~4. Member judgment; and~~
- ~~5. Measurable Goals as outlined in Section 3A.~~

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

- ~~1. Rapport and timely communication with students, parents, staff, and administrators;~~
- ~~2. Consultation with students, parents, staff, and administrators on specific needs of students and interpretation of student performance through assessment results;~~
- ~~3. Staff development activities and demonstration of instructional techniques and strategies;~~
- ~~4. Assurance that students are properly placed in Special Education programs and knowledge of program options;~~
- ~~5. Attendance and punctuality;~~
- ~~6. Member judgment; and~~
~~Measurable Goals as outlined in Section 3A.~~

Section 5--Observations.

A. The number of observations shall routinely be three (3) or more. After the completion of the first observation, with written agreement of both the evaluator and the permanent unit member, who has documented satisfactory performance, the number of observations may be reduced to two (2) or one (1).

1. For permanent unit members, the first observation shall be completed prior to the Winter Recess.

2. For first-year probationary, **intern, and emergency** unit members, not fewer than two (2) observations shall be completed prior to the Winter Recess.

~~3. In the case of second-year probationary unit members, at least one (1) observation shall be completed prior to the Winter Recess.~~

~~2. For first-year probationary unit members, not fewer than two (2) observations shall be completed prior to the Winter Recess.~~

~~3. In the case of second-year probationary unit members, at least one (1) observation shall be completed prior to the Winter Recess.~~

B. Unit members shall meet with their evaluator to collaboratively discuss the observation summary, rating related to evaluation criteria, as well as steps/strategies for growth.

1. Two (2) school days prior to the observation conference, the unit member shall receive a draft copy of the observation summary.

2. Within ten (10) school days following the observation, the unit member shall receive a written summary of the conference.

3. If either the evaluator or unit member is absent, the ten (10) school days for completion of the conference summary shall be extended by the number of days of absence.

4.

Section 6--Program Reviews.

A. A program review evaluation shall be conducted for unit members who are non-classroom instructional professionals, including but not limited to the following:

1. Elementary Counselors
2. Hearing Panel Members
3. Independent Study Teachers
4. Librarians
5. Middle School Counselors
6. Nurses
7. Program Facilitators
8. Program Specialists
9. Psychologists
10. ~~Senior~~ High School Counselors
11. Special Education Counselors
12. Speech Therapists
13. Teachers-on-Assignment

B. Program reviews **A program review conference summary** of unit member's work may be substituted for one or more of the observations set forth in Section 4 above.

C. Unit members shall meet with their evaluator to collaboratively discuss the program review, evidence and artifacts demonstrating progress towards meeting goals, rating related to evaluation criteria, as well as steps/strategies for growth.

1. Not less than five (5) school days prior to the program review conference meeting, the unit member shall provide evidence and artifacts demonstrating progress made toward meeting each goal to the evaluator.

2. Two (2) school days prior to the program review conference meeting, the unit member shall receive a ~~draft~~ copy of the program review summary.

3. During the program review conference meeting, the evaluator and unit member shall collaboratively discuss all evidence and artifacts, and document progress and areas of growth.

4. Within ten (10) school days following the program review, the unit member shall receive a written summary of the conference. If either the evaluator or unit member is absent, the ten (10) school days for completion of the program review shall be extended by the number of days of absence.

5. If either the evaluator or unit member is absent, the ten (10) school days for completion of the program review shall be extended by the number of days of absence.

~~A. Program reviews of unit member's work may be substituted for one or more of the observations set forth in Section 4 above. If a conference was not conducted during the program review, a post program review conference shall be conducted for the following unit members:~~

~~B. Unit members shall meet with their evaluator to collaboratively discuss the program review, rating related to evaluation criteria, as well as steps/strategies for growth.~~

~~1. Two (2) school days prior to the program review conference, the unit member shall receive a draft copy of the program review summary.~~

~~2. Within ten (10) school days following the program review, the unit member shall receive a written summary of the conference.~~

~~3. If either the evaluator or unit member is absent, the ten (10) school days for completion of the program review shall be extended by the number of days of absence.~~

Section 7--Goal Monitoring Meeting.

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

Section 8--Performance Review.

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

Section 9 – Assistance Plan

A. At any time during the evaluation process, if the evaluator has evidence that the unit member is not making satisfactory progress, the evaluator and the unit member shall meet to collaboratively develop an assistance plan. This plan must include:

1. Identification of the specific area(s) for improvement

2. Specific recommendations as to how and what the unit member needs to do to improve.

3. The specific resources the evaluator will provide the unit member, including, but not limited to, **Peer Observation, Peer Mentoring, Site or Department PLC Support, District Training**, services available from ~~Beginning Teacher Support and Assistance (BTSA)~~ **Teacher Induction Program (TIP)**, Peer Assistance Review (PAR), and colleagues.

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

Section 10 – Alternative Evaluation Process

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

Section 10 – Final Evaluation Conference Meeting

1. **The unit member shall attend a final evaluation conference meeting no later than thirty (30) days prior to the last day of school. The final evaluation form shall be presented to the unit member during this meeting, and by certified mail, if the unit member is absent, no later than thirty (30) days prior to the last day of school.**
2. **Goals Assessment**
 - a. **Not less than five (5) school days prior to the final evaluation conference meeting, the unit member shall provide a draft reflection, evidence and artifacts demonstrating progress made toward meeting each goal to the evaluator.**
 - b. **During the meeting, the evaluator and unit member shall collaboratively discuss evidence and artifacts, and document progress, areas of growth, and final reflections. The goals assessment information shall be included in the final evaluation.**

3. The unit member shall sign the evaluation form signifying that he/she has received and read the evaluation and shall be provided the opportunity to prepare a written response within ten (10) school days. The written response, if any, shall become a part of the unit member's evaluation.

Section 11 – End-of-Year Evaluation

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

~~A written evaluation shall be presented to the unit member thirty (30) days prior to the last day of school. The unit member shall attend an evaluation conference prior to the last two (2) weeks of school. Two (2) school days prior to the evaluation conference, the unit member shall receive a copy of the evaluation. The unit member shall sign the evaluation form signifying that he/she has read the evaluation and shall be provided the opportunity to prepare a written response. The written response, if any, shall become a part of the unit member's evaluation.~~

Section 12 11 - Unsatisfactory Performance

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

Conduct Public Hearing

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education adopts the Tentative Agreement (Article XI – Wages, Article XV – Class Sizes, Article XVI – Evaluation Procedures and Article XIV – Hours of Employment) between the San Bernardino Teachers Association (SBTA) and San Bernardino City Unified School District.

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

The District recommends approval of a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for all management personnel (certificated and classified).

Conduct Public Hearing

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for all management personnel (certificated and classified).

5.6 Revised 2019-20 and 2020-21 Traditional School Calendars
(Prepared by Human Resources)

The 2019-20 and 2020-21 traditional school calendars have been prepared for adoption.

The calendars provide for 180 instructional days. All legal holidays required by the Education Code and Collective Bargaining Agreements are included.

**San Bernardino City Unified School District
SCHOOL CALENDAR
2019-2020**

FIRST DAY OF SCHOOL

Classroom Teachers	August 1, 2019
Students	August 5, 2019

BACK TO SCHOOL NIGHT

Elementary Schools	August 15, 2019
Middle Schools	August 29, 2019
High Schools	August 22, 2019

OPEN HOUSE

Alternative Schools	October 17, 2019
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LAST DAY OF SCHOOL

Classroom Teachers	June 5, 2020
Students	June 4, 2020

PROFESSIONAL DEVELOPMENT DAY

All Teachers	June 8, 2020
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LEGAL HOLIDAYS

July 4, 2019	Independence Day
September 2, 2019	Labor Day
November 11, 2019	Veterans Day
November 28, 2019	Thanksgiving Day
November 29, 2019	Day after Thanksgiving Day/Admission's Day
December 24, 2019	Christmas Eve
December 25, 2019	Christmas Day
December 31, 2019	New Year's Eve
January 1, 2020	New Year's Day
January 20, 2020	Dr. Martin Luther King Jr. Day
February 10, 2020	Abraham Lincoln's Birthday
February 17, 2020	George Washington's Birthday
May 25, 2020	Memorial Day

SCHOOL RECESS DATES

October 7, 2019	Non-student Day
November 25-29, 2019	Thanksgiving Recess
December 23, 2019 through January 10, 2020	Winter Recess
March 23, 2020 through April 3, 2020	Spring Recess

ELEMENTARY PARENT/TEACHER CONFERENCES

October 31 - November 8, 2019
February 27 – March 6, 2020

**San Bernardino City Unified School District
SCHOOL CALENDAR
2020-2021**

PROFESSIONAL DEVELOPMENT DAY

All Teachers July 27-28, 2020

FIRST DAY OF SCHOOL

Classroom Teachers July 30, 2020
Students August 3, 2020

BACK TO SCHOOL NIGHT

Elementary Schools August 13, 2020
Middle Schools August 27, 2020
High Schools August 20, 2020

OPEN HOUSE

Alternative Schools October 15, 2020

LAST DAY OF SCHOOL

Classroom Teachers	June 4, 2021
Students	June 3, 2021

LEGAL HOLIDAYS

July 3, 2020	Independence Day
September 7, 2020	Labor Day
November 11, 2020	Veterans Day
November 26, 2020	Thanksgiving Day
November 27, 2020	Day after Thanksgiving Day/Admission's Day
December 24, 2020	Christmas Eve
December 25, 2020	Christmas Day
December 31, 2020	New Year's Eve
January 1, 2020	New Year's Day
January 18, 2020	Dr. Martin Luther King Jr. Day
February 8, 2020	Abraham Lincoln's Birthday
February 15, 2020	George Washington's Birthday
May 31, 2020	Memorial Day

SCHOOL RECESS DATES

October 5, 2020	Non-student Day
November 23-27, 2020	Thanksgiving Recess
December 21, 2020 through January 8, 2021	Winter Recess
March 22, 2021 through April 2, 2021	Spring Recess

ELEMENTARY PARENT/TEACHER CONFERENCES

October 29 – November 6, 2020
February 25 – March 5, 2021

Conduct Public Hearing

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education receives and accepts the revised 2019-20 and 2020-21 Traditional School Calendars.

SESSION SIX

6.0 Public Comments

7:00 pm

This is the time during the agenda when the Board of Education is prepared to receive comments from members of the public on any matter within its subject matter jurisdiction. If you wish to address the Board, please complete a "Request to Address the Board of Education" form 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. For public comments by six or more individuals on any one topic, the time limit 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 SEVEN

7.0 *Reports and Comments*

8:00 pm

7.1 Report by San Bernardino Teachers Association

7.2 Report by California School Employees Association

7.3 Report by Communications Workers of America

7.4 Report by San Bernardino School Police Officers Association

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.

7.5 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 EIGHT

8.0 Consent Calendar

8:45 pm

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

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

It is recommended that the following resolutions be adopted:

BOARD OF EDUCATION

8.1 Approval of Minutes

(Prepared by Superintendent's Office)

BE IT RESOLVED that the Minutes of the Board of Education Meeting held on April 16, April 23, and April 30, 2019 be approved as presented.

DEPUTY SUPERINTENDENT

8.2 Renewal of the Agreement with Capitol Advisors Group, LLC, Sacramento, CA, to Provide Fiscal Expertise, Intergovernmental Relations and Advocacy Services to the District

(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Capitol Advisors Group, LLC, Sacramento, CA, to provide fiscal expertise, intergovernmental relations and advocacy services to the District at a monthly cost of \$3,000.00, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$42,000.00, includes a not to exceed amount of \$6,000.00 for travel expenses to be paid from the Unrestricted General Fund – Administrative Services, Account No. 041.

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

Requester/Approver: Deputy Superintendent

8.3 Renewal of the Agreement with Inland Empire Community News Group, San Bernardino, CA, to Provide Advertisement in El Chicano Newspaper

(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Inland Empire Community News Group, San Bernardino, CA, to provide a monthly advertisement in the El Chicano Newspaper to advertise District accomplishments and events, effective July 1, 2019 – June 30, 2020. The cost, not to exceed \$8,400.00, will be paid from the Unrestricted General Fund – Communications, Account No. 074.

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

Requester: Director, Communications/Community Relations
Approver: Deputy Superintendent

8.4 Renewal of the Consultant Services Agreement with Dr. Gary Yee, Oakland, CA, to Provide Consultant Services to the Board of Education and the Superintendent
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the consultant services agreement with Dr. Gary Yee, Oakland, CA, to work with the Board and the Superintendent to review ongoing formal and informal evaluation protocols in closed session; collection of data through document review, observation of Board meetings, and interviewing Board members; facilitate the development of a Board self-evaluation process to ensure organizational effectiveness in the conduct of the work of the Board; and facilitate review of existing Board procedures and policies, effective July 1, 2019 – June 30, 2020. The cost, not to exceed \$28,000.00 payable at the daily rate of \$1,200.00 for 20 days plus reimbursable expenses not to exceed \$4,000.00, will be paid from the Unrestricted General Fund – Administrative Services, Account No. 041.

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

Requester/Approver: Deputy Superintendent

8.5 Renewal of the Agreement with Leadership Associates, LLC, La Quinta, CA, to Provide to Provide Executive Coaching Services
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Leadership Associates, LLC, La Quinta, CA, to provide approximately 24 days of executive coaching services at the daily cost of \$1,250.00, effective July 1, 2019 – June 30, 2020. The cost, not to exceed \$30,000.00, will be paid from the Unrestricted General Fund – Administrative Services, Account No. 041.

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

Requester/Approver: Deputy Superintendent

8.6 Renewal of the Agreement with Strategic Education Services, Sacramento, CA, to Provide Legislative Advocacy and Lobbying at the State Level for the District
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Strategic Education Services, Sacramento, CA, to provide legislative advocacy and lobbying at the state level for the District, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$54,200.00 payable at the cost of \$4,100.00 per month and \$5,000.00 for reimbursables, will be paid from the Unrestricted General Fund – Board of Education, Account No. 066.

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

Requester/Approver: Deputy Superintendent

BUSINESS SERVICES

8.7 Acceptance of Gifts and Donation to the District
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education acknowledges receipt of the following gift or donation:

SITE	DONOR	DONATION AND PURPOSE	AMOUNT	VALUE
Creative Before-and After-School Programs for Success	Clever Crazes, Cincinnati, OH	To support Newmark Elementary School CAPS	\$100.00	
Richardson PREP HI School	Guitar Center Music Foundation, Thousand Oaks, CA	VENUE software, main unit equipment, and miscellaneous accessories to support the Teen Music Workshop		\$20,000.00
Highland Pacific Elementary School	Feed The Children, Ontario, CA	Miscellaneous school supplies and small books to support students who are in need		\$1,000.00
Middle College High School	Luz Rojo, Highland, CA	To sponsor the Key Club to purchase graduation cords for 2021	\$108.45	
Creative Before-and After-School Programs for Success	Clever Crazes, Cincinnati, OH	To support Rio Vista Elementary School CAPS	\$500.00	

The acceptance of these donations meets all requirements of Board Policy 3290, Gift, Donation, Grant, and Bequest.

Requester: Various

Approver: Associate Superintendent Business, Facilities, and Operations

8.8 Amendment No. 1 to the Agreement with California School Management Group, El Dorado Hills, CA, to Provide E-Rate Consultant Services
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves amending the agreement with California School Management Group, El Dorado Hills, CA, approved on August 7, 2018, Agenda Item No. 8.10. This amendment is to extend the term of the agreement from June 30, 2019 to June 30, 2020, with the option to extend annually, not to exceed five (5) years total. The annual cost, not to exceed \$73,000.00, will be paid from the Unrestricted General Fund – E-Rate/Phone/Tech, Account No. 172. 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, Information Technology

Approver: Associate Superintendent Business, Facilities, and Operations

- 8.9 Amendment No. 2 to the Agreement with Cybertech Systems and Software, Inc., Oak Brook, IL, to Assist the District's Family Chromebook Initiative
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves amending the agreement with Cybertech Systems and Software, Inc., approved on June 27, 2017, Agenda Item No. 10.22. This amendment is to extend the term of the agreement from June 30, 2019 to June 30, 2020 to continue to provide support for the Family Chromebook Initiative. The annual cost, not to exceed \$237,000.00, 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, Information Technology

Approver: Associate Superintendent Business, Facilities, and Operations

- 8.10 Amendment No. 4 to the Agreement with Cybertech Systems and Software, Inc., Oak Brook, IL, to Provide SAP Application Support, Basis System Administration, and Warehouse Mobile Applications
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves amending the agreement with Cybertech Systems and Software, Inc., approved on June 27, 2017, Agenda Item No. 10.14. This amendment is to increase the contract amount by \$24,561.90 to continue to provide support for the District's SAP system increasing the contract amount from \$511,238.17 to a not to exceed contract amount of \$535,800.07 and to extend the term of the agreement from June 30, 2019 to June 30, 2020. The additional cost will be paid from the Unrestricted General Fund – Business Operations Support System (BOSS), Account No. 286. 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, Information Technology

Approver: Associate Superintendent Business, Facilities, and Operations

8.11 Approval to Enter into Master Services Agreements for Moving Services
(Prepared by Facilities/Operations)

BE IT RESOLVED that the Board of Education approves entering into master service agreements with the two (2) firms listed below to provide moving services for various projects, effective June 19, 2019 - June 30, 2022, with the possibility of a maximum of two (2) one year extensions at the sole discretion of the District. On May 2, 2019, a Request for Qualifications (RFQ) No. 206 was advertised in The Sun, El Chicano and Precinct Reporter newspapers and firms registered in the Facilities Department’s Local Business Outreach Program. Postings were made to the District’s and Facilities’ websites. Three (3) RFQs were received on May 9, 2019; the Facilities Planning and Development Committee reviewed and ranked all proposals. The two (2) top-ranked firms were agreed upon by the Facilities Planning and Development Committee. The cost for each project will be paid from Fund 01, 21, 25, 35 and 40.

Inland Moving & Storage CO., LLC dba Burgess Moving & Storage, Riverside, CA
Crown Worldwide Moving & Storage, LLC, San Leandro, CA

BE IT ALSO RESOLVED that the Board of Education approves future selection of such firms for District projects will be done by competitive requests for proposals limited to these firms, unless unusual circumstances of the specific project require special qualifications. Fees will be negotiated with each firm based on the services required for each project.

BE IT FURTHER RESOLVED that the Board of Education authorizes Debra Love, Director, Purchasing, to sign said agreements.

Requester: Director, Facilities Planning and Development

Approver: Associate Superintendent Business, Facilities, and Operations

8.12 Bid No. 18-04, Requirements Contract for Remediation of Lead, Asbestos and Mold – District-Wide
(Prepared by Business Services)

BE IT RESOLVED that Bid No. 18-04, Requirements Contract for Remediation of Lead, Asbestos and Mold – District-Wide was advertised on March 26 and April 4, 2019, and opened on April 19, 2019 at 11:00 a.m., with bids received from the following:

BID SECTION SUBTOTALS:	Brickley Environmental, San Bernardino, CA	Integrated Demolition and Remediation, Inc. Anaheim, CA
Section A: Type of Asbestos Related Work	\$243.50	\$2,002.50
Section B: Type of Lead Base/Containing Removal Work	\$123.00	\$377.00
Section C: Type of Microbial Remediation Work	\$29.50	\$305.00
Section D: Other Hazardous Material Remediation Work	\$17.00	\$150.00
Section E: Non-Asbestos Related Work	\$9.00	\$18.50
Section F: Mobilization Fee for projects under 100 sq ft	\$1.00	\$2,500.00
Total Price	\$423.00	\$4,743.00

BE IT ALSO RESOLVED that Bid No. 18-04, Requirements Contract for Remediation of Lead, Asbestos and Mold – District-Wide, be awarded to Brickley Environmental, San Bernardino, CA, the lowest responsive bidder meeting District specifications. The cost will be paid from the Restricted General Fund – Maintenance of Facilities, Account No. 076.

BE IT ALSO RESOLVED that work shall be performed on an as-required basis in accordance with the proposed cost schedule for an initial contract award period of one year, not to exceed five years total for an estimated not to exceed contract amount of \$3,000,000.00.

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: Associate Superintendent Business, Facilities, and Operations

8.13 Bid No. 18-20, Requirements Contract for the Resurfacing of Gymnasium Floors at Six High School Sites
(Prepared by Business Services)

BE IT RESOLVED that Bid No. 18-20, Requirements Contract for the Resurfacing of Gymnasium Floors at Six High School Sites was advertised on March 21 and March 28, 2019, and opened on April 11, 2019 at 11:00 a.m., with bids received from the following: Geary Floors, Inc., El Cajon, CA, Pro Flooring Corp., Montrose, CA, Western Flooring, Inc., Pine Valley, CA.

BE IT ALSO RESOLVED that bid received from Pro Flooring Corp. be rejected as non-responsive.

<u>BIDDER</u>	<u>ESTIMATED ANNUAL AMOUNT</u>
Geary Floors, Inc. El Cajon, CA	\$ 290,309.10
Western Flooring Inc. Pine Valley, CA	\$ 391,870.75

BE IT ALSO RESOLVED that Bid No. 18-20, Requirements Contract for the Resurfacing of Gymnasium Floors at Six High School Sites, be awarded to Geary Floors, Inc, El Cajon, CA, the lowest responsive bidder meeting District specifications. The cost will be paid from the Restricted General Fund – Maintenance of Facilities, Account No. 076.

BE IT ALSO RESOLVED that work shall be performed on an as-required basis in accordance with the proposed cost schedule for an initial contract award period of one year, not to exceed five years total for an estimated not to exceed contract amount of \$1,451,545.50.

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: Associate Superintendent Business, Facilities, and Operations

8.14 Bid No. NSB 2019-20-1 Frozen/Miscellaneous Foods
(Prepared by Business Services)

BE IT RESOLVED that Bid No. NSB 2019-20-1 Frozen/Miscellaneous Foods, advertised April 11, 2019, and April 18, 2019, in The Sun, Black Voice, and El Chicano newspapers, and opened on May 9, 2019, at 11:00 a.m. be awarded to the lowest responsive/responsible bidder meeting District specifications. The cost will be paid from Restricted Nutrition Services Fund 92.

BE IT ALSO RESOLVED that Bid No. NSB 2018-19, Frozen/Miscellaneous Foods be awarded to the lowest responsible bidder, Sysco Riverside, CA, as follows:

Bidder	Total Bid
Sysco Riverside, Inc. Riverside, California	\$2,124,629.11
Gold Star Foods Ontario, California	\$2,314,617.39

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

Requester: Director, Nutrition Services

Approver: Associate Superintendent Business, Facilities, and Operations

8.15 Commercial Warrant Register for Period May 1 - 15, 2019
(Prepared by Business Services)

BE IT RESOLVED that the Commercial Warrant Register for period May 1 - 15, 2019, be ratified and/or approved.

Requester: Director, Accounting Services

Approver: Associate Superintendent Business, Facilities, and Operations

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

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

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

Program	Unrestricted/ Restricted	Resource	Account	Fund	Increase/(Decrease) Amount
Child Development -AB 212 Educational Stipend Program	Restricted	9010	258	12	\$4,774.25
This funding shall only be used to supplement, and not supplant, existing efforts and investments to retain qualified child care staff at the local level. Child Development staff that meets the minimum criteria will receive stipends from the SB County Superintendent of Schools.					
State Preschool - AB 212 Educational Stipend Program	Restricted	9010	259	12	\$32,007.25
This funding shall only be used to supplement, and not supplant, existing efforts and investments to retain qualified child care staff at the local level. Child Development staff that meets the minimum criteria will receive stipends from the SB County Superintendent of Schools.					

Requester: Director, Fiscal Services

Approver: Associate Superintendent Business, Facilities, and Operations

- 8.17 Ratification of Amendment No. 1 to the Sole Source License Agreement with zSpace, Inc., Sunnyvale, CA, to Provide Online Access to zSpace’s Learning Library
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratification of amendment to the sole source software license agreement with zSpace, Inc., Sunnyvale, CA, approved on February 19, 2019, Agenda Item No. 9.31. The amendment is to allow other District sites to purchase the software and hardware solution on an as-needed basis. The estimated cost is \$160,000.00 per classroom, including all professional development, installation and technological equipment. The costs will 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: Associate Superintendent Business, Facilities, and Operations

- 8.18 Renewal of the Agreement with BLX Group, LLC, Los Angeles, CA, to Provide Arbitrage Rebate Compliance Services
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with BLX Group, LLC, Los Angeles, CA, to provide arbitrage rebate compliance services for Series A, B, C, and D Bonds for 2004 – 2017, effective July 1, 2019 – June 30, 2024. The cost, not to exceed \$25,000.00 at a yearly cost of \$5,000.00 will be paid from the Unrestricted General Fund — Facilities/Community Service, Account No. 086.

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

Requester: Director, Accounting Services

Approver: Associate Superintendent Business, Facilities, and Operations

- 8.19 Renewal of the Agreement with San Bernardino County Superintendent of Schools, San Bernardino, CA, to Provide Courier Services to the District
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with the San Bernardino County Superintendent of Schools (SBCSS), San Bernardino, CA, to provide courier services to the District, effective July 1, 2019 - June 30, 2020. The cost, not to exceed \$31,532.00, will be paid from Unrestricted General Fund – Business Services, Account No. 068.

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

Requester/Approver: Associate Superintendent Business, Facilities, and Operations

- 8.20 Renewal of the Software License Agreement with Aeries Software, Orange, CA, to Provide Aeries Student Information System Software Annual Subscription.
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the software license agreement with Aeries Software, Orange, CA, (formerly Eagle Software) to provide Aeries Student Information System Software Annual Subscription which includes, Aeries SIS and Portals, and Series Centralized Maintenance and Support, effective July 1, 2019 – June 30, 2022. The cost will be paid as follows: Year 1 - \$221,007.50; Year 2 – \$247,110.65; Year 3 – \$254,895.00. The total not to exceed cost of \$723,013.15, will be paid from the Unrestricted General Fund – MIS/Data Processing, Account No. 032.

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

Requester: Director, Information Technology

Approver: Associate Superintendent Business, Facilities and Operations

- 8.21 Request to Reject Request for Proposal No. 18-25, Service Desk, Inventory, Application, Patch, and Imaging Management System
(Prepared by Business Services)

BE IT RESOLVED that Request for Proposal (RFP) No. 18-25, Service Desk, Inventory, Application, Patch and Imaging Management System, was advertised March 21, 2019 and March 28, 2019 and was opened April 19, 2019, at 11:00 a.m.

BE IT FURTHER RESOLVED that the Board of Education rejects in its entirety, all responses for RFP No. 18-25, Service Desk, Inventory, Application, Patch, and Imaging Management System.

Requester: Director, Information Technology

Approver: Associate Superintendent Business, Facilities, and Operations

8.22 Request to Utilize California Multiple Award Schedule Contract No. 4-14-65-0028A, for the Purchase of Zoll Brand Equipment, Supplies and Services through Cintas Corporation an Authorized Dealer

(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves utilizing California Multiple Award Schedule (CMAS) Contract No. 4-14-65-0028A, for the purchase of Zoll Brand Equipment, Supplies and Services through Cintas Corporation, Evansville, IN, on an as-required 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. Costs will be paid by various sites and departments on an as required basis.

BE IT ALSO RESOLVED the District reserves the right to purchase on an as-needed basis throughout the term of the contract, and any extension thereafter not to exceed five (5) years total.

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

Requester: Manager, Environmental Safety/Emergency Management

Approver: Associate Superintendent Business, Facilities, and Operations

8.23 Temporary Borrowing Between Funds of the School District for Fiscal Year 2019-20

(Prepared by Business Services)

BE IT RESOLVED that the San Bernardino County Treasurer has allowed in the past school district payrolls to be paid, regardless of the district's cash balance. The Treasurer has notified the County Superintendent of Schools that it will allow payroll warrants to be drawn against specific funds even if that fund's cash balance is insufficient, as long as the aggregate cash balances in the district's funds are sufficient to cover the expense. This arrangement now requires district governing boards to pass and renew annually a resolution authorizing temporary interfund borrowing between funds.

WHEREAS the San Bernardino County Treasurer does not have authority to honor warrants drawn on school district funds with insufficient cash balances in the absence of an approved borrowing arrangement with the district; and

WHEREAS the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS actual interfund transfers shall be accounted for as temporary loans between funds and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a

fiscal year.

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the San Bernardino City Unified School District hereby authorizes, for fiscal year 2019-20, temporary transfers between all funds and authorizes the San Bernardino County Treasurer to honor warrants drawn on those funds, regardless of their cash balances, provided the aggregate cash balance of all District funds is positive.

BE IT FURTHER RESOLVED that the Governing Board of the San Bernardino City Unified School District hereby authorized the Superintendent or his designee to approve any actual interfund transfers processed between the funds and requires that any actual transfer of funds pursuant to this resolution be ratified by the Board as soon as practicable.

Requester: Director, Accounting Services

Approver: Associate Superintendent Business, Facilities, and Operations

CONTINUOUS IMPROVEMENT

- 8.24 Agreement with Annette Jeannette Cedillo, Rialto, CA, to Provide Services to District Special Education Students and Parent Support
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Annette Jeannette Cedillo, Rialto, CA, to provide parent support groups, family maintenance and support training, and behavior management at an hourly cost of \$25.00 for a minimum of two-hours per case, effective July 1, 2019 – June 30, 2020. The cost, not to exceed \$5,000.00, will be paid from the Restricted General Fund – Special Education Mental Health Services, Account No. 807.

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

Requester: Director, Special Education

Approver: Assistant Superintendent, Continuous Improvement

- 8.25 Agreement with Creative Leadership Solutions, Boston, MA, to Provide Professional Development at Indian Springs High School
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Creative Leadership Solutions, Boston, MA, to provide four (4) on-site days per year of Leadership Support with Dr. Douglas Reeves and ten (10) on-site days per year of Differentiated Support with Lisa Almeida for 80 teachers and administrators at Indian Springs High School, effective July 1, 2019 – June 30, 2020. The cost, not to exceed \$109,600.00, at a cost per participant of \$1,370.00, will be paid from the Unrestricted General Fund — Targeted Support for School Progress (TSSP), 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, Indian Springs High School
Approver: Assistant Superintendent, Continuous Improvement

8.26 Agreement with Technical Employment Training, Inc., San Bernardino, CA, to Provide a Manufacturing Training Program for Indian Springs High School
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Technical Employment Training, Inc., (TET), San Bernardino, CA, to provide a manufacturing training program for 35 students and teachers at Indian Springs High School at a cost per participant of \$1,428.57, effective July 1 – 31, 2019. TET shall create an accelerated internship program and facilitate three (3) industry tours. The cost, not to exceed \$50,000.00 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, Indian Springs High School
Approver: Assistant Superintendent, Continuous Improvement

8.27 Extended Field Trip, Dr. Martin Luther King Jr. Middle School, Alaska Immersive Field Trip, Anchorage, AK
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the extended field trip for 9 King Middle School students, 1 District employee, and 1 chaperone to attend an Alaska Immersive field trip, Anchorage, AK from July 13 - 21, 2019. Students will analyze and interpret data to provide evidence for the effects of resource availability on organisms and populations of organisms in an ecosystem. Students will develop a model to describe the cycling of matter and flow of energy among living and non-living parts of an ecosystem. The cost of the trip, not to exceed \$13,880.00, including meals and lodging, will be sponsored by Many Skies, Inc. Transportation provided by air, not to exceed \$7,000.00, will be sponsored by Many Skies, Inc. 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: Site**

Requester: Principal, Dr. Martin Luther King Jr. Middle School
Approver: Assistant Superintendent, Continuous Improvement

- 8.28 Ratification of Extended Field Trip, Dr. Martin Luther King Jr. Middle School, Tours of Washington D.C. and New York City, NY
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the ratification of the extended field trip for 10 King Middle School students and 1 District employee to attend a tour of Washington D.C. and New York City, NY from June 16 - 22, 2019. Students understand the major events preceding the founding of the nation and relate their significance to the development of American constitutional democracy and understand the foundation of the American political system and the ways in which citizens participate in it. Students will conduct short research projects to answer a question, drawing on several sources and generating additional related, focused questions that allow for multiple avenues of exploration. Students were provided the option to fundraise to cover the cost of the trip. The cost of the trip, not to exceed \$2,570.00, including meals and lodging, will be paid for by Explore America on behalf of participating students. Transportation provided by air, not to exceed \$2,409.00 will be paid for by Explore America on behalf of participating students. 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: Site**

Requester: Principal, Dr. Martin Luther King Jr. Middle School
Approver: Assistant Superintendent, Continuous Improvement

- 8.29 Renewal of the Agreement with Choreography By Joselyn, San Bernardino, CA to Develop the Colorguard Choreography for the Indian Springs High School Marching Band
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Choreography By Joselyn, San Bernardino, CA to develop the Colorguard Choreography, including drill design, flag choreography, rifle choreography, and dance routines for three full movements of the field show for the Indian Springs High School Marching Band, effective July 17, 2019 – June 30, 2020. The total cost, not to exceed \$2,000.00, 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, Indian Springs High School
Approver: Assistant Superintendent, Continuous Improvement

- 8.30 Renewal of the Sponsorship with San Bernardino Community College District and San Bernardino Valley College, San Bernardino, CA, for Pacific High School Students to Have Concurrent Enrollment for Certification as a Heavy Diesel Mechanic
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the sponsorship with San Bernardino Community College District (SBCCD) and San Bernardino Valley College, San Bernardino, CA, for up to 20 Pacific High School students to have concurrent enrollment to attend introductory classes for certification as a heavy diesel mechanic for one semester, effective July 1, 2019 – June 30, 2020. The cost, not to exceed \$1,000.00, 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, Pacific High School

Approver: Assistant Superintendent, Continuous Improvement

EDUCATIONAL SERVICES

- 8.31 Agreement with California Emerging Technology Fund, Oakland, CA, to Implement the School2Home Program
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with California Emerging Technology Fund (CETF), Oakland, CA, to implement the School2Home program at all District middle schools, effective July 1, 2019 – June 30, 2022. CETF's mission is to close the digital divide in California and is committed to assisting and empowering residents in disadvantaged neighborhoods to use broadband and other information technologies to transform their lives, beginning with students and their parents in low-performing schools. CETF has developed School2Home as a comprehensive program to close both the achievement gap and digital divide that integrates computing and broadband technologies into the teaching and learning processes with an intense focus on parent engagement and education. CETF will provide funding for the implementation of School2Home in the amount of \$350,000.00. **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, Accountability & Educational Technology

Approver: Assistant Superintendent, Educational Services

8.32 Agreement with Kagan Professional Development, San Clemente, CA, to Provide Professional Development
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Kagan Professional Development, San Clemente, CA, to provide a three-day workshop for 48 teachers on Cooperative Learning at a cost per teacher of \$499.00, effective July 15 – 17, 2019. The cost, not to exceed \$23,952.00, 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

8.33 Agreement with Michigan State University, Create for STEM Institute, Lansing, MI, to Provide Professional Development
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Michigan State University, Create for STEM Institute, Lansing MI, to provide workshops on Next Generation Science Standards/Three-Dimensional Project-Based Learning, for 120 teachers, effective July 1, 2019 – January 30, 2020. Create for STEM Institute will provide a three-day Summer Conference – NGSS Implementation, Part 1 on how teaching and learning change following the adoption of NGSS; what does three-dimensional instruction look like in the classroom; and how can teachers support students in engaging in three-dimensional learning, at a cost of \$77,200.00 and a two-day Winter Conference – NGSS Implementation, Part 2 on Assessment in the NGSS Era: Evaluating Student Work and Evaluating and Adapting Instructional Resources, at a cost of \$47,800.00. The total cost, not to exceed \$125,000.00 at an approximate cost per participant of \$1,041.67, 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, Secondary Education
Approver: Assistant Superintendent, Educational Services

8.34 Agreement with Pearson K12 Learning, LLC, Hoboken, NJ, to Provide Professional Development and Access to Virtual Training
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Pearson K12 Learning, LLC, Hoboken, NJ, to provide access and program activation to MyPearsonTraining.com a one-stop, full-service website for innovative and effective live and on-demand Pearson, California History Social Science 9-12 training resources and professional development for 300 teachers, effective July 1, 2019 – June 30, 2021. Pearson will provide six (6) days of Foundational Overview of the California History-Social Science Framework at a daily cost of \$3,150.00 and 12 days of Job Embedded – Coaching around Lesson Analysis at a daily cost of \$3,150.00. The total cost, not to exceed \$53,865.00 (5% discount of \$2,835.00), 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, Secondary Education

Approver: Assistant Superintendent, Educational Services

8.35 Amendment No. 2 to the Agreement with ItsLearning, Inc., Newton, MA, to Provide a Learning Management System
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves amending the agreement with ItsLearning, Inc., Newton, MA, approved on June 17, 2015, Agenda Item No. 5.5. This amendment is to increase the contract amount by \$222,543.00 to provide a Learning Management System (LMS), increasing the contract amount from \$926,750.00 to a not to exceed contract amount of \$1,149,293.00. The additional cost will be paid from the Unrestricted General Fund – Targeted Support for School Progress, Account No. 243. 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, Accountability & Educational Technology

Approver: Assistant Superintendent, Educational Services

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

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

To attend the African American Parent Leadership Training, June 28-30, 2019 in Cathedral City, CA. The total cost, including meals and mileage per District guidelines,

not to exceed \$10,500.00, will be paid from the Equity and Targeted Student Achievement Account No. 419.

Devonna Robertson
(DAAAC President, North Verdemont Elementary School)

Mia Cooper
(DAAAC Vice President, San Bernardino High School)

Jennifer Reed
(DAAAC Secretary, Cypress Elementary School)

Brenda Thorton
(AAPAC Representative, Arroyo Valley High School)

Sharon Saudradeen Azina Terrel
(AAPAC Representatives, Barton Elementary School)

Linda Ewing Shyann Ridgway
(AAPAC Representatives, Cole Elementary School)

Requester: Director, Department of Equity and Targeted Student Achievement

Approver: Assistant Superintendent, Educational Services

- 8.37 Extended Field Trip, San Bernardino High School, International Thespian Festival, Lincoln, NE
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the extended field trip for 5 San Bernardino High School students and 1 District employee and 1 chaperone, to attend the International Thespian Festival at the University of Nebraska-Lincoln in Lincoln, NE, from June 24 – 29, 2019. The cost of the trip, not to exceed \$16,080.00, including meals and lodging, will be paid from San Bernardino High School LCAP Account No. 419. Transportation provided by air and shuttle, not to exceed \$9,100.00, will be paid from San Bernardino High School 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, San Bernardino High School

Approver: Assistant Superintendent, Educational Services

- 8.38 Facilities Use Agreement with the Balboa Bay Resort, Newport Beach, CA, for Educational Services Division's Summer Leadership Planning Meeting
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into a facilities use agreement with Balboa Bay Resort, Newport Beach, CA, for Educational Services Division's Summer Leadership Planning Meeting for 20 staff members, effective July 10 - 12, 2019. The cost includes lodging, meeting rooms, and food and beverage. The cost, not to exceed \$23,500.00, 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, Secondary Education

Approver: Assistant Superintendent, Educational Services

- 8.39 Facilities Use Agreement with the Westin Mission Hills Golf Resort & Spa, Rancho Mirage, CA, for Accountability & Educational Technology's Summer Leadership Planning Meeting
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into a facilities use agreement with the Westin Mission Hills Golf Resort & Spa, Rancho Mirage, CA, for Accountability & Educational Technology's Summer Leadership Planning Meeting for 16 staff members, effective July 14 - 16, 2019. The cost includes lodging, meeting rooms, and food and beverage. The cost, not to exceed \$10,000.00, will be paid from the Unrestricted General Fund — Technology Support Office, Account No. 322.

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

Requester: Director, Accountability & Educational Technology

Approver: Assistant Superintendent, Educational Services

- 8.40 Facilities Use Agreement with The Regents of the University of California, Los Angeles, CA, on Behalf of the UCLA Meyer & Renee Luskin Conference Center Los Angeles Campus for District Teachers to Attend the Professional Learning Opportunities Summer 2019 Conference
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into a facilities use agreement with The Regents of the University of California, Los Angeles, CA, on behalf of the UCLA Meyer & Renee Luskin Conference Center Los Angeles Campus for lodging accommodations for 90 District teachers to attend the three-day Professional Learning Opportunities Summer 2019 Conference, effective July 22 – 24, 2019. During the conference, four Curtis Center Secondary Mathematics Specialists will engage teachers in inquiry-based, standards-aligned lessons and a variety of activities designed to deepen their understanding of the California standards and practices. The cost, not to exceed \$64,530.00 at a cost per room of \$239.00 per night, per teacher, 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, Secondary Education

Approver: Assistant Superintendent, Educational Services

- 8.41 Renewal of the Agreement with Equal Opportunity Schools, Seattle, WA, to Provide Instructional Services to Close Race and Income Participation Gaps in Advanced Placement and International Baccalaureate Courses
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Equal Opportunity Schools, Seattle, WA, to provide instructional services to 6,500 students and teachers at Arroyo Valley, San Bernardino, and San Geronio high schools at a cost per school of \$21,960.00, effective July 1, 2019 – June 30, 2020. The objective of the services is to close race and income participation gaps in Advanced Placement (AP) and International Baccalaureate (IB) courses, raise AP/IB performance, and develop systems and structures for the District to sustain and improve upon these results in future years. The cost, not to exceed \$65,880.00 will be paid from the Restricted General Fund – Title II Secondary Supporting Effective Instruction, Account No. 541.

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

- 8.42 Renewal of the Agreement with Hablame Talk for Me Language Services, Fontana, CA, to Provide Translation and Interpretation Services
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Hablame Talk for Me Language Services, Fontana, CA, to provide written translation services and oral interpretation services, effective July 1, 2019 – June 30, 2020. For oral interpretation from Spanish to English or English to Spanish, the rate is \$125.00 per two-hour session. For written translations there is a minimum charge of \$50.00 per hour. The total cost, not to exceed \$100,000.00, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

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

Requester: Director, Categorical Programs

Approver: Assistant Superintendent, Educational Services

- 8.43 Renewal of the Agreement with Segerstrom Center for the Fine Arts, Costa Mesa, CA, for the Arts Teach Residency Program at Anton Elementary School
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Segerstrom Center for the Fine Arts, Costa Mesa, CA, for the Arts Teach Residency Program for 730 students in 29 classes at Anton Elementary School, effective August 1, 2019 – June 30, 2020. Artists will provide in-depth, visual and performing arts standards-based training to introduce students to multicultural and multidisciplinary arts

experiences through workshops, demonstrations, and assemblies. The total cost, not to exceed \$50,900.00, will be paid from the Unrestricted General Fund – Targeted Instructional Improvement Block Grant, Account No. 612. **Requester: Site**

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

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

8.44 Software License Agreement with Document Tracking Services, San Diego, CA
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Document Tracking Services (DTS), San Diego, CA, to provide document tracking capabilities and access to Local Control Accountability Plan, Single Plan for Student Achievement, School Accountability Report Card and Comprehensive School Safety Plan, effective July 1, 2019 - June 30, 2020. The cost, not to exceed \$31,245.00, 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, Categorical Programs
Approver: Assistant Superintendent, Educational Services

HUMAN RESOURCES

8.45 Affiliation Agreement with California State University, Long Beach, CA, for the Teacher Librarian Services Credential Fieldwork
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an affiliation agreement with California State University, Long Beach, CA, for the Teacher Librarian Services Credential Fieldwork, effective July 1, 2019 – June 30, 2020. The District shall provide to State University students library media experiences through field experiences in school libraries of the District not to exceed 1.5 semester units (45 hours) of field experiences. **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, Human Resources
Approver: Assistant Superintendent, Human Resources

- 8.46 Agreement with Garcia Hernandez Sawhney, LLP, to Provide Special Counsel and Legal Services to the District
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Garcia Hernandez Sawhney, LLP, to provide special counsel to handle matters relating to the development of Board policies and administrative regulations and provide all legal services reasonably required to represent the District's best interest in these areas, effective July 1, 2019 – June 30, 2020. The cost, not to exceed \$ 33,000.00, at an hourly rate of \$275.00 for partners, will be paid from the Unrestricted General Fund — Legal Fees, Account No. 077.

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

Requester/Approver: Assistant Superintendent, Human Resources

- 8.47 Extended Field Trip, San Gorgonio High School, Mammoth Running Camp, Mammoth Lakes, CA
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the extended field trip for 20 San Gorgonio High School students and 4 chaperones to attend the Mammoth Cross Country Camp, Mammoth Lakes, CA, from July 22 – 27, 2019. Student athletes gain an experience of a lifetime, grow in character and sportsmanship, and gain many educational opportunities. The cost of the trip, not to exceed \$7,124.14, including meals and lodging will be paid from San Gorgonio High School Cross Country Club ASB Account. Transportation provided by America's Xpress Rent-A-Car, not to exceed \$2,049.80, will be paid from San Gorgonio High School Cross Country Club ASB Account. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services office. **Requester: Site**

Requester: Principal, San Gorgonio High School

Approver: Assistant Superintendent, Human Resources

- 8.48 Memorandum of Understanding with Concordia University, Portland, OR, for the Online Master of Arts in Teaching
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into a memorandum of understanding for Concordia University, Portland, OR, to provide up to \$5,500.00 in scholarships to qualified applicants employed by the District who apply to, and are enrolled at, the University's Online Master of Arts in Teaching program, effective July 1, 2019 – June 30, 2022. The District will provide clinical placements to program candidates (both an 8-week practicum and a 12-week student teaching opportunity). **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, Human Resources

Approver: Assistant Superintendent, Human Resources

- 8.49 Ratification of the Agreement with American Medical Response, Rancho Cucamonga, CA, to Provide Stand-By Ambulance Services for San Gorgonio High School's Graduation Ceremony
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratification of the agreement with American Medical Response (AMR), Rancho Cucamonga, CA, to provide stand-by ambulance services for San Gorgonio High School's graduation ceremony at an hourly cost of \$139.00 for a total of four (4) hours, effective June 6, 2019. The cost, not to exceed \$556.00, will be paid from the Unrestricted General Fund – INAP High Schools – Instructional Needs Assessment Program, Account No. 203. **Requester: Site**

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

Requester: Principal, San Gorgonio High School

Approver: Assistant Superintendent, Human Resources

- 8.50 Renewal of the Agreement with Fagen, Friedman & Fulfroft, LLP, Los Angeles, CA, to Provide Legal Services to the District
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Fagen, Friedman & Fulfroft, LLP, Los Angeles, CA, to provide legal services to the District, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$10,000.00 payable at an hourly rate for Partner of \$275.00 - \$320.00, will be paid from the Unrestricted General Fund – Legal Fees, Account No. 077.

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

Requester/Approver: Assistant Superintendent, Human Resources

- 8.51 Renewal of the Consultant Services Agreement with Brenda Fogg, Lincoln, CA, to Provide Customer Service Training and Support
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the consultant services agreement with Brenda Fogg, Lincoln, CA, to provide monthly customer service training and support for 20 - 25 District employees at a rate of \$1,000.00 per workshop, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$25,000.00 includes travel expenses, will be paid from the Unrestricted General Fund – Onboarding, Account No. 096.

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

Requester/Approver: Assistant Superintendent, Human Resources

8.52 Renewal of the Memorandum of Understanding with Sinclair Research Group, Sacramento, CA, to Provide Program Evaluation for the Teacher Induction Program
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the memorandum of understanding with Sinclair Research Group, Sacramento, CA, to provide program evaluation for the Teacher Induction Program (TIP), effective July 1, 2019 – June 30, 2020. Sinclair Research Group will provide support for the California Commission on Teacher Credentialing accreditation process; in particular, a complete program evaluation process for the TIP. The cost, not to exceed \$17,050.00, will be paid from the Unrestricted General Fund – Teacher Induction Program, Account No. 456.

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

Requester: Director, Employee Development

Approver: Assistant Superintendent, Human Resources

STUDENT SERVICES

8.53 Agreement with Hazel Product, Hazel Health, Inc., San Francisco, CA, and Hazel Health Services, Truckee, CA, to Provide Telemedicine Consultations and Other Related Healthcare Services
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Hazel Product, Hazel Health, Inc., San Francisco, CA, and Hazel Health Services, Truckee, CA, to provide telemedicine consultations and other related healthcare services to approximately 3,550 students, effective July 1, 2019 – June 30, 2020. Hazel Health Services will provide iPads, health/weight scales, blood pressure monitors, thermometers and pulse oximeter, fully-stocked cabinet of over the counter medications and medical supplies, urgent care visits, health screenings, patient/family education, follow-up care and consultation, coordination with primary care physician, and other services. Each student will be provided a license to utilize the provider services at a monthly cost per student of \$9.00. The total cost, not to exceed \$319,500.00 payable at the monthly cost of \$26,625.00, will be paid from the Restricted General Fund – Learning Communities for School Success Program, Account No. 455 and the Restrict General Fund – Prepare and Prevent Grant, Account No. 518.

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

Requester: Director, Student Wellness and Support Services

Approver: Assistant Superintendent, Student Services

8.54 Agreement with National Community Renaissance of California and Hope Through Housing Foundation, Rancho Cucamonga, CA, to Address Housing and Educational Needs of District Students

(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with National Community Renaissance of California (CORE) and Hope through Housing Foundation (HOPE), Rancho Cucamonga, CA, to develop strategies and interventions aimed at improving the educational outcomes of up to 200 District students living at Arrowhead Grove community, effective July 1, 2019 – June 30, 2020. CORE will address housing, education, economic growth, health and wellness, public safety, and environment and infrastructure needs of District students and their families. **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, Creative Before- and After-School Program for Success

Approver: Assistant Superintendent, Student Services

8.55 Agreement with San Bernardino County, Department of Public Health, San Bernardino, CA, to Provide the Friday Night Live/Club Live Program

(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with San Bernardino County, Department of Public Health, San Bernardino, CA, to provide the Friday Night Live (FNL)/Club Live (CL) Program, effective July 1, 2019 – June 30, 2023. The Program provides support and opportunities for students to build leadership and advocacy skills while promoting a healthier lifestyle. A County Health Education Specialist will provide resources to 160 students at three (3) middle schools and three (3) high schools on selected monthly awareness topics which may include: alcohol and drug abuse prevention, stop underage drinking and driving, tobacco prevention, teen traffic safety, anti-bullying prevention, and leadership conferences and training opportunities. **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

8.56 Extended Field Trip, Cajon High School, So Cal Yearbooks Workshop, Orange, CA

(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the extended field trip for 3 Cajon High School students and 1 District employee, to attend the So Cal Yearbooks Workshop at Chapman University in Orange, CA, from July 19 – 22, 2019. The yearbook workshop will provide technical training for students and advisor in InDesign

and photography and provide leadership and writing courses that will allow students to share what they have learned to others on the yearbook staff. The cost of the trip, not to exceed \$2,000.00, including meals and lodging will be paid from Cajon High School ASB Account. Transportation provided by parents. No student will be denied participation due to financial constraints. Names of the students are on file in the Business Services.

Requester: Principal, Cajon High School
Approver: Assistant Superintendent, Student Services

8.57 Facilities Use Agreement with Renaissance Indian Wells Resort & Spa, Indian Wells, CA, for Cajon High School's Summer Leadership Planning Meeting
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into a facilities use agreement with Renaissance Indian Wells Resort & Spa, Indian Wells, CA, for Cajon High School's Summer Leadership Planning Meeting for 27 staff members, effective July 17 – 18, 2019. The cost includes lodging, meeting rooms, and food and beverage. The cost, not to exceed \$7,236.00, 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, Cajon High School
Approver: Assistant Superintendent, Student Services

8.58 Ratification of the Agreement with Center for Youth and Community Development, San Bernardino, CA, to Provide a Summer Day Camp for District Students
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratifying the agreement with Center for Youth and Community Development, San Bernardino, CA, to provide an eight-week Summer Day Camp for 200 District students at a cost per student, per day of \$15.00, effective June 10 – August 2, 2019. Activities offered at the Summer Day Camp include: Algebra institute, sports, music and dance, horticulture, healthy eating and living, youth employment opportunities, field trips and hands-on STEM projects. The cost, not to exceed \$117,000.00, will be paid from the Restricted General Fund – After School Education and Safety Program, Account No. 459.

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

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

- 8.59 Renewal of the Agreement with Center for Youth and Community Development, San Bernardino, CA, to Provide Additional Staffing and Comprehensive Management and Supervision of the Before- and Afterschool CAPS Programs
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Center for Youth and Community Development, San Bernardino, CA, to provide additional staffing and comprehensive management and supervision of the Before- and Afterschool CAPS programs at a rate of \$4.15 per student per day for approximately 133 students to eliminate any wait list, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$100,000.00, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

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

Requester: Director, Creative Before- and After-School Program for Success

Approver: Assistant Superintendent, Student Services

- 8.60 Renewal of the Agreement with Center for Youth and Community Development, San Bernardino, CA, to Provide Comprehensive Management and Supervision of the Before- and Afterschool CAPS Programs at Thirteen District Schools
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Center for Youth and Community Development, San Bernardino, CA, to provide comprehensive management and supervision of the Before- school and Afterschool CAPS programs at 13 District schools for up to 1,980 students at a cost per student of \$4.18 per day, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$1,488,982.78, will be paid from the Restricted General Fund – After School Education and Safety Program, Account No. 459.

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

Requester: Director, Creative Before- and Afterschool Program for Success

Approver: Assistant Superintendent, Student Services

- 8.61 Renewal of the Agreement with Dr. Vincent Pompei, San Diego, CA, to Provide Technical Assistance and Trainings on Creating Safe & Inclusive Schools for Transgender Students
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Dr. Vincent Pompei, San Diego, CA, to provide two days of training for up to 200 elementary and secondary school leaders at a daily cost of \$1,450.00 on Creating Safe & Inclusive Schools for Transgender Students, effective July 1, 2019 – June 30, 2020. Educators will become familiar with laws to ensure compliance, policies and best

practices to support transgender and non-binary students and strategies to enact trans-inclusive college and career readiness. The cost, not to exceed \$2,900.00, 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

- 8.62 Renewal of the Agreement with Ecclesia Christian Fellowship, San Bernardino, CA, to Provide Additional Staffing and Comprehensive Management and Supervision of the Before- and Afterschool CAPS Programs
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Ecclesia Christian Fellowship, San Bernardino, CA, to provide additional staffing and comprehensive management and supervision of the Before- and After-School CAPS programs at a rate of \$4.16 per student, per day for approximately 66 students to eliminate any wait list, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$50,000.00, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

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

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

- 8.63 Renewal of the Agreement with Ecclesia Christian Fellowship, San Bernardino, CA, to Provide Comprehensive Management and Supervision of the Before- and Afterschool CAPS Programs at Two District Schools
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Ecclesia Christian Fellowship, San Bernardino, CA, to provide comprehensive management and supervision of the Before- and Afterschool CAPS programs at Del Rosa and Norton elementary schools for up to 320 students at a cost per student of \$4.30 per day, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$247,591.80, will be paid from the Restricted General Fund – After School Education and Safety Program, Account No. 459.

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

Requester: Director, Creative Before- and Afterschool Program for Success
Approver: Assistant Superintendent, Student Services

- 8.64 Renewal of the Agreement with Inland Empire Health Plan, San Bernardino, CA, to Provide the Health Navigator Program
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Inland Empire Health Plan (IEHP), San Bernardino, CA, to provide the Health Navigator (HN) Program to provide services to up to 150 students, effective July 1, 2019 – June 30, 2024. The HN Program empowers IEHP members to use preventive services and receive care for chronic conditions. The Program will educate and assist students and families with the following: primary care provider services, importance of preventive care to stay healthy and prevent disease, options for non-emergency medical help, community resources and other services as needed. **There is no cost to the District.**

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

Requester: Director, Student Wellness and Support Services

Approver: Assistant Superintendent, Student Services

- 8.65 Renewal of the Agreement with Vicki Renee Lee, San Bernardino, CA, to Provide Homeless Liaison Services to the District
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Vicki Renee Lee, San Bernardino, CA, to provide homeless liaison services to approximately 5,890 students and families at an approximate cost per student/family of \$13.57, effective July 1, 2019 – June 30, 2024. Ms. Lee works with the schools and community to identify and serve homeless students; provide available resources to families of identified students; provide outreach at the families' residence; inform, advise and direct students and parents on solving attendance related problems; and maintains records documenting home visits and resources given to students and families. The cost, not to exceed \$79,980.00 annually at a monthly cost of \$6,665.00, will be paid from the Restricted General Fund – NCLB Title I Program Improvement School Support, Account No. 524.

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

Requester: Director, Specialized Programs

Approver: Assistant Superintendent, Student Services

- 8.66 Renewal of the Agreement with Project Life Impact, San Bernardino, CA, to Provide Additional Staffing and Comprehensive Management and Supervision of the Before- and Afterschool CAPS Programs
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Project Life Impact, San Bernardino, CA, to provide additional staffing and comprehensive management and supervision of the Before- and After-School CAPS programs at a rate of \$4.15 per student, per day for approximately 80 students to eliminate any wait list, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$60,000.00, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

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

Requester: Director, Creative Before- and After-School Program for Success

Approver: Assistant Superintendent, Student Services

- 8.67 Renewal of the Agreement with Project Life Impact, San Bernardino, CA, to Provide Comprehensive Management and Supervision of the Before- and Afterschool CAPS Programs at Five District Schools
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Project Life Impact, San Bernardino, CA, to provide comprehensive management and supervision of the Before- and After-School CAPS programs at five (5) District schools for up to 800 students at a cost per student of \$4.04 per day, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$583,132.47, will be paid from the Restricted General Fund – After School Education and Safety Program, Account No. 459.

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

Requester: Director, Creative Before- and Afterschool Program for Success

Approver: Assistant Superintendent, Student Services

- 8.68 Renewal of the Agreement with Segerstrom Center for the Fine Arts, Costa Mesa, CA, for the Arts Teach Residency Program at Palm Avenue Elementary School
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Segerstrom Center for the Fine Arts, Costa Mesa, CA, for the Arts Teach Residency Program for 726 students in 27 classes at Palm Avenue Elementary School, effective August 1, 2019 – June 30, 2020. Artists will provide in-depth, visual and performing arts standards-based training to introduce students to multicultural and multidisciplinary arts experiences through workshops, demonstrations, and assemblies. The total cost, not to exceed \$49,700.00, will be paid from the Unrestricted General Fund – Targeted

Instructional Improvement Block Grant, Account No. 612. **Requester: Site**

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

Requester: Principal, Palm Avenue Elementary School
Approver: Assistant Superintendent, Student Services

- 8.69 Renewal of the Agreement with YMCA of the East Valley, San Bernardino, CA, to Provide Comprehensive Management and Supervision of the Before- and After-School CAPS Programs at Thirty-Nine District Schools
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with YMCA of the East Valley, San Bernardino, CA, to provide comprehensive management and supervision of the Before- and Afterschool CAPS programs at 39 District schools for up to 7,260 students at a cost per student of \$4.16 per day, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$5,437,177.73, will be paid from the Restricted General Fund – After School Education and Safety Program, Account No. 459.

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

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

- 8.70 Renewal of the Agreement with YMCA of the East Valley, San Bernardino, CA, to Provide Additional Staffing and Comprehensive Management and Supervision of the Before- and After-School CAPS Programs
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with YMCA of the East Valley, San Bernardino, CA, to provide additional staffing and comprehensive management and supervision of the Before- and After-School CAPS programs at a rate of \$4.15 per student, per day for approximately 346 students to eliminate any wait list, effective July 1, 2019 – June 30, 2020. The total cost, not to exceed \$259,207.70, 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, Creative Before- and After-School Program for Success
Approver: Assistant Superintendent, Student Services

- 8.71 Renewal of the Facilities Use Agreement with Sandals Church, San Bernardino, CA to Host the Synergy Day Training
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the facilities use agreement with Sandals Church, San Bernardino, CA, to host the Synergy Day Training for up to 150 students, teachers, administrators, and counselors, effective July 1, 2019 – June 30, 2024. Synergy Day puts a diverse group of students through a day-long experience that will change their paradigm and their lives. Synergy Day teaches students how to be good leaders, active listeners, and more compassionate people by connecting with self and others. **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

- 8.72 Software License Agreement with the American School Counselor Association, Alexandria, VA, to Provide Access to American School Counselor Association National Model Portal
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into a software license agreement with the American School Counselor Association (ASCA), Alexandria, VA, to provide access to ASCA's National Model Portal for nine (9) District sites to allow District staff to review documents and provide feedback on implementation progress, effective July 1, 2019 - June 30, 2020. The cost, not to exceed \$225.00, will be paid from the Restricted General Fund – Learning Communities for School Success Program, 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

- 8.73 Software License Agreement with Athena Software, Ontario, Canada, to Provide Software Licenses
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Athena Software, Ontario, Canada, to provide web-based counseling software for confidential case file management required to be maintained by the District's Help, Empower & Advocate Resilience through Therapy (HEART) team, effective July 1, 2019 – June 30, 2020. The cost, not to exceed \$10,250.00, at a cost of \$1,025.00 per license for a total of 10 licenses, will be paid from the Restricted General Fund – Prepare and Prevent Grant, Account No. 518.

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

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

Youth Services

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

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

YC*(S) 03/10/2001 S 11/20/2004 * 05/13/2005 *(S) 04/01/2004
YC*(S) 05/25/2004

*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.

8.75 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:

08/30/2007 04/18/2007 02/02/2005 06/04/2006

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

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

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

11/18/2004 10/01/2003 08/22/2002 10/07/2003

- 8.77 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:

**09/02/2008 08/01/2005 11/26/2002 07/06/2011 11/06/2006 04/17/2005
01/24/2004 03/02/2002 06/13/2004 10/08/2002 01/11/2007**

- 8.78 Lift of Expulsion of Student(s)
(Prepared by Youth Services)

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

10/07/2004

SESSION NINE

9.0 Action Items

9:55 pm

9.1 Personnel Report #22, Dated June 18, 2019
(Prepared by Human Resources)

It is recommended that the following resolution be adopted:

BE IT RESOLVED that Personnel Report #22, dated June 18, 2019, 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.

9.2 2019-2020 Consolidated Application and Reporting System (CARS) Spring Submission
(Prepared by Business Services)

The Educational Services Division requests the Board of Education approval to submit the District Consolidated Application for 2019-2020. The purpose of the Spring submission is to declare the intent of the District to apply for specified state and federal categorical formula grant funds as well as collect specific data related to the District. The federal programs are Title I, Part A (Low Income), Title II, Part A (Teacher Quality), Title III, Part A (LEP students/Immigrants), and Title IV, Part A (Student Support and Academic Enrichment).

The application submitted in June is the Spring submission. Relevant data collections are submitted throughout the year. In this Spring submission, the District identifies the programs in which we intend to participate, and categorically related information including, but not limited to: school ranking data, district assurances, program improvement activities, homeless education information, private school student demographics and services, Title II and III expenditure reports, and related information. The Winter Consolidated Application Reporting System (CARS) will be submitted in February and will contain District and school-level budget information.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves the June 18, 2019, Spring submission of the District Consolidated Application for Categorical Program funds.

BE IT FURTHER RESOLVED that Kennon Mitchell, Assistant Superintendent, Educational Services, be authorized to sign all documents relating to the submission of the District Consolidated Application on behalf of the Board of Education.

9.3 Adoption of Fiscal Year 2019-20 Budget
(Prepared by Business Services)

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education adopts the Fiscal Year budget as presented. The Fiscal Year 2019-20 Budget has been prepared and presented to the Board of Education for adoption on June 18, 2019.

For Fiscal Year 2019-20, the Board of Education has selected the single budget adoption cycle, which requires the final budget be adopted prior to July 1, 2019. A separate summary of budgeted revenues and expenditures, as well as estimated unaudited beginning balances and projected ending fund balances for all funds, has been presented to the Board of Education prior to the meeting. In addition, a summary and detailed budget will also be available for public review prior to the meeting.

Any changes, as a result of the State budget adoption, will be submitted in the form of a budget revision within 45 days after the Governor signs the State Budget Act.

The following is a summary of the Fiscal Year 2019-20 Final General Fund Budget:

**San Bernardino City Unified
2019-20 Projected Budget**

Revenues:	
LCFF Sources	\$ 553,192,102
Federal Revenues	50,789,417
Other State Revenues	74,455,174
Other Local Revenues	<u>9,790,738</u>
Total Revenues	\$ 688,227,431
Expenditures:	
Certificated Salaries	\$ 297,814,486
Classified Salaries	89,822,795
Employee Benefits	184,743,203
Books and Supplies	35,544,975
Services, Other Operating Expenses	97,440,518
Capital Outlay	8,689,474
Direct Support/Indirect Costs	<u>2,897,969</u>
Total Expenditures	\$ 716,953,420
Net Change in Fund Balance	(\$ 28,725,989)
Net Estimated Beginning Fund Balance as of 7/1/2019	
Unrestricted General Fund	\$ 46,026,868
Restricted General Fund (Categorical Programs)	\$ 27,220,662
Projected Ending Fund Balance as of 6/30/2020	\$ 44,521,541
Components of Ending Fund Balance:	
Required Reserve Amounts:	
Revolving Cash	\$ 210,000
Stores	95,462
Designated for Restricted Programs	21,414,856

Assigned Balances:	
Reserve for Deficit Spending	7,862,033
Reserve for Economic Uncertainties	14,300,000
Unappropriated Fund Balance	\$ 639,189

Also provided is a summary of proposed expenditures under the Local Control Accountability Plan (LCAP). These expenditures have been included in the budget for the General Fund for Fiscal Year 2019-20. The LCAP plan has been developed with input from parents, the community, and stakeholders at numerous meetings over the last several months. This input determined the goals outlined in the plan and the allocation of budget to those priorities.

In addition to the usual certification of the budget adoption, the following certifications are required:

The amount of reserves in the District’s Workers’ Compensation Self-Insurance Fund: The amount is projected at \$21,267,381.

A Public Hearing was held on June 4, 2019, concerning the adoption of the budget for Fiscal Year 2019-20.

At this time, it is appropriate for the Board of Education to take action to adopt the Fiscal Year 2019-20 budget.

BE IT FURTHER RESOLVED that the budget as adopted, reserves \$21,267,381 for the cost of self-insured workers’ compensation claims.

9.4 Adoption of the 2017-2020 Local Control and Accountability Plan – Draft 2018-2019 Annual Update and 2019-2020 Plan
 (Prepared by Educational Services)

A public hearing for the proposed 2017-2020 Local Control and Accountability Plan with the 2018-2019 Annual Update and 2019-2020 Plan Update, reflecting stakeholder input, was held at the Board of Education meeting on June 4, 2019.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education adopts the proposed 2017-2020 Local Control and Accountability Plan – Draft 2018-2019 Annual Update and 2019-2020 Plan Update.

9.5 Amendment to Board Bylaw 9250 – Remuneration, Reimbursement and Other Benefits
(First Reading)
(Prepared by Human Resources)

San Bernardino City USD
Board Bylaw
Remuneration, Reimbursement And Other Benefits

BB 9250

Remuneration

Each member of the Board of Education may receive a monthly compensation of no more than \$760.76 *\$779.78, effective July 1, 2019*, and no more than *\$795.37, effective July 1, 2020*.

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon approval by the Board. (Education Code 35120)

Board members are not required to accept payment for meetings attended.

If a member does not attend all Board meetings during the month, he/she is eligible to receive a percentage of the monthly compensation equal to the percentage of meetings attended unless otherwise authorized by the Board in accordance with law. (Education Code 35120)

A member may be paid for meetings he/she missed when the Board, by resolution, finds that he/she was performing designated services for the district at the time of the meeting or that he/she was absent because of illness, jury duty or a hardship deemed acceptable by the Board (Education Code 35120). In any calendar year a member may not receive compensation for any meeting from which he was absent in excess of the first two meetings missed except if the member is performing services outside the meeting for the school district.

Board of Education Inservice and Business Expense

The purpose of this policy is to define how the funds in Board of Education Inservice and Business Expense accounts are to be budgeted and how authorization for their use is obtained, reimbursed and reported to the Board as well as to the public. This policy applies only to funds that are spent by the members of the Board.

Each Board member will have access to two types of account funds: Board members' Individual Accounts and the Board's Undistributed Account.

Individual Accounts

Funds from Individual Accounts shall be distributed each fiscal year into individual

Board member accounts as follows:

Board President	\$930.00
Board Vice President	\$745.00
Board Member	\$558.00

A new Board member receives a full year's allocation. The account of a newly elected vice president or president will be increased by \$187.00 or \$372.00, respectively, for the remaining of the fiscal year.

Money in individual accounts can be used by a Board member without prior approval of other Board members. These funds can be used to attend school-related meetings, local Chamber of Commerce activities, receptions, award presentations, or any other school-related activity. Meal expenses incurred while attending private meetings are non-reimbursable.

Board members are to use their own discretion as to what constitutes a school-related activity. No funds beyond what is shown in this policy can be used for these activities. No transfer of funds will be made from one Board member's account to another.

Undistributed Account

These funds are to be used for educationally related conferences, business trips to Washington and Sacramento, training, meetings or county, state, and national school boards of similar activities.

Annually, in January, each Board member should prepare an estimate of their anticipated expenses during the next fiscal year that will be paid from the Undistributed Account. This will be used as a guide in preparing the next fiscal year's budget and give other Board members an idea of what is planned. Approval of the fiscal year's budget is not an approval for individual Board members to spend the money provided in the budget.

Reports

Once each quarter the Superintendent will have a report prepared delineating the expenditures by Board members in each of the two accounts. The purpose is to report on expenditures and show how the total expenditures compare with the amount of money budgeted for the fiscal year.

Reimbursement of Expenses

Board members shall be reimbursed for personal vehicle mileage when performing services for the district, other than for travel to and from meetings of the Board, at the IRS reimbursement rate. Board members shall be reimbursed for traveling expenses incurred when authorized in advance by the Board. (Education Code 35044)

(cf. 9240 - Board Development)

Except as otherwise provided herein, the rate of reimbursement shall be the same rate specified for district personnel.

(cf. 3350 - Travel Expenses)

Health and Welfare Benefits

Board members may participate in the health and welfare benefits program provided for district employees.

Health and welfare benefits for Board members shall be no greater than that received by district's nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

The district shall pay the full cost of insurance premiums for Board members and eligible dependents electing to participate in the district health and welfare benefits program enrolled in the least expensive of the group health plans. Board members enrolled in a more expensive group health plan shall have the difference in the cost of premiums between the least expensive health plan and the health plan they have selected deducted from their monthly compensation.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouses, dependent children under the age of 19, dependent children under the age of 25 who are full-time students at a college or university, and dependent children regardless of age who are physically or mentally incapacitated.

Health and Welfare Coverage for Former Board Members

Former members of the Board who have completed one or more terms after July 1, 1985, may be provided individual health and welfare coverage if they continue coverage at the time they leave office, and if they agree to and do pay the full premium costs of the health and welfare benefits. Members may select medical and/or dental coverage provided to any group of employees. Once a member selects benefits coverage, it may only be changed or cancelled during open enrollment periods. Payment shall be made monthly in advance. A member who is cancelled, voluntarily or through non-payment, will not be reinstated to the program.

The benefits authorized for retired Board members shall be extended at the same level to the retired Board member's spouse, dependent children under the age of 19, dependent children under the age of 25 who are full-time students at a college or university, and dependent children regardless of age who are physically or mentally incapacitated.

Legal Reference:

EDUCATION CODE

1090 Compensation for members and mileage allowance

33050-33053 General waiver authority

33362-33363 Reimbursement of expenses (Department of Education and CSBA workshops)

35012 Board members; number, election and term

35044 Payment of traveling expenses of representatives of board

35120 Compensation (services as member of governing board)

35172 Promotional activities
44038 Cash deposits for transportation purchased on credit
GOVERNMENT CODE
20322 Elective officers; election to become member
53200-53209 Group insurance
UNITED STATES CODE, TITLE 26
403(b) Tax-sheltered annuities
COURT DECISIONS
Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598
Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578
ATTORNEY GENERAL OPINIONS
83 Ops.Cal.Atty.Gen. 124 (2000)

Management Resources:

WEB SITES

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

Public Employees' Retirement System: <http://www.calpers.ca.gov>

Bylaw SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
adopted: October 16, 2007 San Bernardino, California

revised:

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education adopts the amendment to Board Bylaw 9250 as presented.

- 9.6 Resolution to Approve or Deny the Charter Petition for Taylion San Bernardino Academy and Adopt the Resolution Effectuating that Action
(Prepared by Educational Services)

RESOLUTION OF APPROVAL OF CHARTER PETITION OF
TAYLION SAN BERNARDINO ACADEMY
BY THE GOVERNING BOARD OF THE
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

WHEREAS, pursuant to Education Code Section 47605 *et seq.*, the Governing Board of (“Board”) of the San Bernardino City Unified School District (“District”) is required to review and authorize creation and/or renewal of charter schools; and
WHEREAS, on March 13, 2019, the Taylion San Bernardino Academy (“Taylion” or “Charter School”) submitted a charter petition and supporting documentation (“Charter”) to the District requesting approval of the Charter; and

WHEREAS, in compliance with California Education Code Sections 47605, the District Board is required to approve or deny the request for charter approval within sixty (60) days of receipt of the petition, unless that timeline is extended for up to thirty (30)

additional days by mutual written agreement of the parties, and the parties mutually agreed in writing to extend the timeline for District Board action through and including June 4, 2019; and

WHEREAS, a public hearing on the provisions of the renewal Charter was conducted on May 7, 2019, pursuant to Education Code Section 47605, at which time the District Board considered the level of support for the Charter by teachers employed by the District, other employees of the District, and parents; and

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

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

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

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

BE IT FURTHER RESOLVED AND ORDERED that the District Board hereby approves the Charter for a three (3) year term commencing on July 1, 2019 and ending on June 30, 2022.

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 18th day of June 2019 by the District Board of the San Bernardino City Unified School District at the regular Board meeting.

OR

RESOLUTION OF DENIAL OF CHARTER PETITION OF
TAYLION SAN BERNARDINO ACADEMY
BY THE GOVERNING BOARD OF THE
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

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

WHEREAS, on or about April 23, 2018, Timothy Smith, the lead petitioner, on behalf of Taylion San Bernardino Academy (“Taylion,” “TSBA,” or “Charter School”) submitted to the District a request for approval of a charter petition for a term of July 1, 2018 through June 30, 2023 (“First Submission”); and

WHEREAS, in accordance with the Charter Schools Act of 1992, the First Submission was brought to the District Board meeting of May 22, 2018, at which time it was received by the District Board, thereby commencing the timelines for District Board action thereon; and

WHEREAS, a public hearing on the provisions of the First Submission was conducted on June 19, 2018, pursuant to Education Code section 47605, at which time the District Board considered the level of support for the First Submission by teachers employed by the District, other employees of the District, and parents; and

WHEREAS, on July 24, 2018, Timothy Smith, on behalf of Taylion, withdrew the First Submission; and

WHEREAS, on March 13, 2019, Eva Helt, lead petitioner, on behalf of Taylion, submitted to the District a request for approval of a charter petition and supporting documentation (“Second Submission”) for a term of July 1, 2019 through June 30, 2024; and

WHEREAS, in accordance with the Charter Schools Act of 1992, the Second Submission was brought to the District Board meeting of April 9, 2019, at which time it was received by the District Board, thereby commencing the timelines for District Board action thereon; and

WHEREAS, a public hearing on the provisions of the Second Submission was conducted on May 7, 2019, pursuant to Education Code Section 47605, at which time the District Board considered the level of support for the Charter by teachers employed by the District, other employees of the District, and parents; and

WHEREAS, after receipt of the Second Submission, the District convened a Charter Review Team (“CRT”) to review and analyze the Second Submission and make a recommendation to the District Board; and

WHEREAS, in reviewing and analyzing the Second Submission, the CRT noted some issues and concerns and determined that certain changes and revisions to the Second Submission were necessary in order to support the requested Charter approval (“Final Charter”). Although the CRT worked with Taylion on resolution of these issues and implementation of the necessary changes, additions, and revisions, fundamental issues related to the governance and past record of performance of this Charter cannot be overlooked or successfully remedied; and

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

WHEREAS, charter schools are subject to the requirements of federal law, including, but not limited to, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, the Individuals with Disabilities Education Improvement Act, 20 U.S.C. §1400, *et seq.*, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act; and

WHEREAS, the District staff, working with District legal counsel, has reviewed and analyzed all information received with respect to the Final Charter and information related to the operation and potential effects of the proposed Charter School, and made a recommendation to the District Board that the Final Charter be denied based on that review; and

WHEREAS, the District Board specifically notes that this Resolution does not include findings relative to every defect in the Final Charter submitted, but is limited to a few significant issues in the Final Charter.

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

BE IT FURTHER RESOLVED AND ORDERED that the District Board, having fully considered and evaluated the Final Charter for the establishment of Taylion San Bernardino Academy, hereby finds granting the Final Charter not to be consistent with sound educational practice, based upon numerous grounds and factual findings including, but not limited to, the following, and hereby denies the Final Charter pursuant to Education Code section 47605.

- A. The Charter School presents an unsound educational program for the pupils to be enrolled in the Charter School. [Education Code Section 47605(b)(1)]
- B. The petitioners are demonstrably unlikely to successfully implement the program set forth in the Charter. [Education Code Section 47605(b)(2)]

- C. The Charter does not contain reasonably comprehensive descriptions of all of the required elements. [Education Code Section 47605(b)(5)]

BE IT FURTHER RESOLVED AND ORDERED that the Governing Board of San Bernardino City Unified School District hereby determines the foregoing findings are supported by the following specific facts:

- I. THE CHARTER SCHOOL PRESENTS AN UNSOUND EDUCATIONAL PROGRAM FOR THE PUPILS TO BE ENROLLED IN THE CHARTER SCHOOL. [Education Code Section 47605(b)(1)]

Education Code section 47605(b)(1) provides that a charter petition may be denied if specific facts support a finding that “the charter school presents an unsound educational program for the pupils to be enrolled in the charter school.”

- A. The TSBA Charter proposes to provide a grades 7-12 education program for TSBA’s students. However, TSBA’s projected enrollment shows that the proposed TSBA program will primarily serve high school students. As shown in Table 1, the percentage of students projected to be enrolled at TSBA never exceeds 6% of TSBA’s projected enrollment and falls to approximately 4% in Year 5:

School year	Projected Enrollment 7 th Grade	Projected Enrollment 8 th Grade	Total Projected Enrollment 7 th and 8 th	Total Projected Enrollment	7 th and 8 th Grade Enrollment as a Percentage of Total Projected Enrollment
19-20	5	10	15	250	6%
20-21	5	10	15	275	5.4%
21-22	5	10	15	300	5%
22-23	5	10	15	325	4.6%
23-24	5	10	15	350	4.3%

Accordingly, as TSBA projects that it will overwhelmingly serve high school students, it is unclear whether the proposed program will be adequate for its projected 7th and 8th grade student population, considering that the curriculum and the instructional methodologies for high school students differ from that for students in grades 7 and 8. Aside from stating that all 7th and 8th grade students are placed in the Middle School Hybrid Program (“MSHP”) and providing a vague description of the program, including meeting times (“twice a week with their teacher”) and general instructional strategies (“i.e. student read aloud, teacher read aloud, group discussion about literature, question and answers about current assignments, share-pair and partner activities”), TSBA fails to provide a substantive description of the curriculum for TSBA’s 7th and 8th grade students. Based on the projected enrollment, TSBA should be a grades 9-12 program, not a 7-12 program.

II. THE PETITIONERS ARE DEMONSTRABLY UNLIKELY TO SUCCESSFULLY IMPLEMENT THE PROGRAM SET FORTH IN THE CHARTER. [Education Code Section 47605(b)(2)]

Education Code section 47605(b)(2) provides that a charter petition may be denied if specific facts support a finding that “the petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.”

Additionally, the State Board of Education (“SBE”) has adopted a regulation for its own consideration and action on charter petitions, which defines the various findings for denial of a charter by SBE, which regulation is not binding on the District but is instructive. That regulation, California Code of Regulations, Title 5, section 11967.5.1(c)(3) states that a factor to be considered in determining whether charter petitioners are “demonstrably unlikely to successfully implement the program” is whether the charter petitioners present an unrealistic financial and operational plan for the proposed charter school.

A. Budget/Financial Administration

California Code of Regulations, Title 5, section 11967.5.1(c)(3)(B)(4) states that a factor in determining whether petitioners have presented an unrealistic financial and operational plan for the proposed charter school in the area of financial administration is whether the charter and supporting documents do not adequately:

Present a budget that in its totality appears viable and over a period of no less than two years of operations provides for the amassing of reserve equivalent to that required by law for a school district of similar size to the proposed charter school.

Regarding “Outgoing Cash and Transfers,” the TSBA Budget states, at page 9:

Due to the expected high cost of starting up a school, and the expected first LCFF apportionment not paid until after the end of the first quarter of Year 1, TSBA expects cash flow to be an issue during the first quarter of Year 1 and each year thereafter due to the growing enrollment. Many other charter schools cover their start-up cash shortfall through philanthropy and start-up grant support such as the PCSGP. However, to project cash flow conservatively, TSBA intends to secure external financing to provide the cash necessary to initiate operations. **The budget projects financing \$650,000 at 10% interest to be repaid over 4 years.** (Emphasis added.)

Despite acknowledging the need for a loan of a substantial amount (\$650,000) at a high interest rate (10%), TSBA failed to provide additional information regarding the loan, including the identity of the entity that would be providing the loan, additional details about the terms of repayment, etc. This information is necessary for the District to assess the loan and, consequently, the viability of the

proposed financial and operational plan. Additionally, if the loan is to be provided by Learning Matters Educational Group (“LMEG”), the information is necessary to verify TSBA’s representations as to LMEG’s involvement with TSBA.

III. THE CHARTER DOES NOT CONTAIN REASONABLY COMPREHENSIVE DESCRIPTIONS OF ALL OF THE REQUIRED ELEMENTS. [Education Code Section 47605(b)(5)]

Education Code section 47605(b)(5) provides that a charter petition may be denied if specific facts support a finding that “[t]he petition does not contain reasonably comprehensive descriptions of all of the [15 required charter school elements].”

A. Description of the Educational Program [Ed. Code §47605(b)(5)(A)-(C)]

All of the above-described concerns regarding the unsoundness of the educational program and the inadequacy of the Charter’s description thereof, are hereby incorporated herein by this reference.

B. Description of the Governance Structure [Ed. Code §47605(b)(5)(D)]

Education Code section 47605(b)(5)(D) requires that a charter petition contain a reasonably comprehensive description of the “governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.”

While the Charter states that “TSBA will be operated by a California nonprofit public benefit corporation” identified as Taylion San Bernardino Academy Corporation (“TSBA, Inc.”), it is unclear whether and to what extent TSBA, Inc. has control over TSBA’s governance and operations. As an initial matter, according to its Articles of Incorporation filed with the California Secretary of State, TSBA, Inc. was incorporated on March 8, 2019. However, the minutes for the March 21, 2019 meeting of Taylion High Desert Academy/Adelanto, Inc. (“THDAA, Inc.”), the non-profit public benefit corporation operating Taylion High Desert Academy/Adelanto (“THDAA”), a charter school authorized by Adelanto Elementary School District, suggests that THDAA, Inc., not TSBA, Inc., operates TSBA and that TSBA has been operating prior to the approval of Charter submitted to the District. Notably, the minutes for March 21, 2019 THDAA, Inc. meeting state:

“Eva – **TSBA is totally online. They have 165 to 170 students.** We have enacted a support with college students as an added support for our teachers and students. **We have 36 senior on plan to graduate. Still trying to find a place for graduation, looking at dates in mid-June.** Should be able to confirm in the next day or two.”

(Emphasis added.)

It is evident that the THDAA, Inc. Board discussed TSBA's operations during the THDAA, Inc. Board meeting, suggesting at a minimum, there is a lack of transparency regarding the relationship between THDAA, Inc. and TSBA, Inc. This lack of transparency is especially concerning considering TSBA's representations regarding LMEG's role in TSBA's governance and operations ("Any such relationship with [LMEG] is strictly contractual as [LMEG] does not exercise control over [TSBA]'s Board of Directors or school operations") in light of clear evidence in both the minutes for the March 21, 2019 THDAA Board meeting that identifies "Dr. Timothy A. Smith" as the President of THDAA and Shannon Smith, his wife, as the Vice President of THDAA, when Mr. and Mrs. Smith are also identified as LMEG's managers by the Arizona Secretary of State's Entity Information for LMEG. Furthermore, the minutes for the March 21st THDAA Board meeting, in addition to discussing TSBA's business, also contains footnotes denoting the defunct Taylion San Diego Academy ("TSDA"), a charter school previously authorized by the Vallecitos Elementary School District that closed down on June 30, 2018. The reference to TSDA serves as further evidence of the Smith's, and, therefore, LMEG's involvement in TSBA's operations, given that the April 25, 2019 Statement of Information for TSDA identify "Timothy A. Smith" as Chief Executive Officer and "Shannon Maureen Creamer" as the Chief Financial Officer.

The uncertainty over the Smith's and LMEG's involvement with TSBA also raises concerns about the unidentified \$650,000 start-up loan. Notably, the minutes for the October 18, 2018 THDAA/TSDA Board meeting identifies a \$1.5 million loan from E-Institute Charter School ("E-Institute") that was approved by the THDAA/TSDA Board by a 3-0 vote. According to the Arizona Secretary of State website, the E-Institute is an Arizona corporation for which Mr. Smith serves as the President and Statutory Agent. Further, per the E-Institute website, Mr. and Mrs. Smith are identified as the current E-Institute Board members. Accordingly, the THDAA/TSDA Board's approval of a loan from a charter school for which Mr. and Mrs. Smith served and continue to serve as board members, in light of concerns about the Smith's and LMEG's involvement with TSBA despite its representations otherwise, at a minimum, raises serious concerns regarding prohibited conflicts of interest.

Additionally, the above excerpt of the minutes for the March 21st THDAA meeting also suggests that, while TSBA is seeking a charter from the District Board to operate in the District, TSBA commenced operation prior to District Board approval of the proposed Charter. This is concerning because TSBA could neither operate in the District as a District charter without the District Board's approval nor could it operate as a resource center for THDAA since the THDAA Charter no longer authorizes the operation of the TSBA site at "1184 West 2nd Street #101, San Bernardino, CA 92410." Therefore, it appears as though TSBA has been operating a charter within District boundaries without authorization.

BE IT FURTHER RESOLVED AND ORDERED that the terms of this Resolution are severable. Should it be determined that one or more of the findings and/or the factual

determinations supporting the findings is invalid, the remaining findings and/or factual determinations and the denial of the Final Charter shall remain in full force and effect. In this regard, the District Board specifically finds that each factual determination, in and of itself, is a sufficient basis for the finding it supports, and each such finding, in and of itself, is a sufficient basis for denial

PASSED AND ADOPTED this 18th day of June 2019 by the District Board of the San Bernardino City Unified School District at the regular Board meeting.

9.7 Approve Material Revision to the Savant Preparatory Academy of Business Charter and Adopt the Resolution Effectuating that Action
(Prepared by Educational Services)

It is recommended that the following resolution be adopted:

WHEREAS, pursuant to Education Code Section 47605 *et seq.*, the Governing Board of the San Bernardino City Unified School District (“District Board”) is required to review charter petitions and authorize creation and/or renewal of charter schools and consider requests for material revisions to charters under its oversight; and

WHEREAS, the District Board previously approved the Charter for the Savant Preparatory Academy of Business Charter School (“Savant”) with the current term of Savant’s Charter running through and including June 30, 2021; and

WHEREAS, pursuant to the Charter Schools Act of 1992 material revisions to a charter school’s charter are governed by the standards and criteria applicable to initial requests for a charter, including approval by the oversight agency, and at the time of any material revision to a charter, the revised charter must include a reasonably comprehensive description of any requirement applicable to charter schools that was enacted into law after that charter was previously granted/renewed/revised; and

WHEREAS, Savant has requested that the District Board approve material revisions to its Charter; and

WHEREAS, Savant’s primary purpose in requesting the revisions is to amend Savant’s admissions preferences to meet eligibility requirements for the California School Finance Authority’s California School Facility Grant Program (SB740 Program); and

WHEREAS, a public hearing on the provisions of the Charter Petition was conducted on May 21, 2019, pursuant to Education Code Section 47605, at which time the District Board considered the level of support for the materially revised Charter by teachers employed by the District, other employees of the District, and parents; and

WHEREAS, the materially revised Charter that Savant is requesting be approved has been provided to the Governing Board in paper and electronic format; and

WHEREAS, District staff has reviewed and analyzed all of the information received with respect to the materially revised Charter, including the specific material revisions requested and information related to the operation and potential effects of Savant pursuant to the materially revised Charter; and

WHEREAS, based upon its review of the materially revised Charter, District staff has recommended that the District Governing Board approve the material revisions to the Savant Charter; and

WHEREAS, the Governing Board has fully considered the materially revised Charter Petition and the recommendation provided by District staff;

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

1. That the District Board finds the above-listed recitals to be true and correct and incorporates them herein by this reference.
2. That the District Board, hereby approves the materially revised Savant Charter for the remainder of the current Charter term, which runs through and including June 30, 2021.

The foregoing resolution was considered, passed, and adopted by this Board at its regular meeting of June 18, 2019.

9.8 Approval of the Memorandum of Understanding (MOU) Between San Bernardino City Unified School District and Certain Charter Schools for Police Services
(Prepared by Educational Services)

This Memorandum of Understanding (“Agreement”) is approved and entered into as of this first day of July, 2019 (“Effective Date”), by and between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (the “District”) and charter schools in the District.

RECITALS

WHEREAS, the Charter School occupies and operates its charter school program at certain real property, as more particularly described in the attached “Addendum”, attached hereto and incorporated herein by this reference (the “School Site”); and

WHEREAS, Charter School desires to use the services of the San Bernardino City Unified School District Police Department (“District Police”); and

WHEREAS, District is willing to grant to Charter School the use of services of the District Police, as defined below, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the parties desire by this Agreement to provide for the terms and conditions for the use of the services of the District Police.

AGREEMENT

NOW, THEREFORE, the parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

Section 1. Services. In consideration of the Service Fee, defined below, District Police shall provide the following services (“Services”) to the Charter School:

- Provide background checks on volunteers within one (1) month of receipt of application;
- Respond to calls from School Site;
- Respond to alarm calls from School Site;
- Provide training and community policing activities from time to time, as mutually agreed upon between the parties.

Service shall be provided in accordance with the Memorandum of Understanding between the San Bernardino City Unified School District and the City of San Bernardino, dated December 5, 2014, as may be amended (“City MOU”), which is attached hereto as Exhibit “B.”

Section 2. Charter School Obligations. Charter School shall be required to meet with District Police to review configuration of alarms and police lines for alarms in order to begin receiving Services. Charter School shall be required to attend an orientation/training meeting with the District Police prior to commencement of Service. Charter School shall remain responsible for ensuring the security of the School Site through security policies and procedures, security systems and devices, including, but not limited to, locks, gates, and a monitored security system. The Charter School is required at all times to maintain the security of the School Site by the proper use of all such policies, procedures, security systems and devices.

Section 3. Service Fee. Charter School shall pay a service fee (“Service Fee”) of Seventy Dollars (\$70.00) per enrolled student, per *year*. Student count shall be based on current California Department of Education official enrollment counts. Charter Schools will be billed semi-annually with payments due semi-annually on September 1st and on March 1st. In the event of any early termination Charter School shall not be entitled to any refund of any prepaid Service Fees. Payments not received by District within ten (10) days of becoming due, shall bear interest on the delinquent amount at the rate of ten percent (10%) per month from the date due until the date paid.

Section 4. Term. The term of this Agreement shall be for one (1) year from the Effective Date (“Term”), unless mutually extended in writing by both parties. This Agreement may be terminated immediately by District if Charter School is in material breach of the Agreement or upon the revocation, suspension or expiration for any reason of Charter School’s Charter. Either party may terminate the Agreement without cause upon six (6) months’ written notice to the other party.

Section 5. Indemnification. With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the District, the Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the School Site after the Effective Date, arising from, or in connection with, the Charter School's use of the School Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Charter School in or about the School Site. Charter School's obligation to defend the District and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. The provisions of this Section shall survive the termination or expiration of this Agreement.

Section 6. Governing Law. This Agreement shall be governed by the laws of the State of California with venue in San Bernardino County.

Section 7. Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall bear their own attorneys' fees.

Section 8. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both parties.

Section 9. Notices. Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

If to District: San Bernardino City Unified School District
Attention: Christopher Tickell
Director of Charter Schools
4030 Georgia Blvd.
San Bernardino, CA 92407
E-Mail: christopher.tickell@sbcusd.com

If to Charter School: (See Attached Addendum)
Attention: (See Attached Addendum)

Any party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other parties in the manner provided for giving notice.

Section 10. Official Representatives. The official representative for District shall be Christopher Tickell, Director of Charter Schools, or his designee. The official representative for Charter School shall be the charter school designee.

Section 11. Employees/Independent Contractors.

(a) For purposes of this Agreement, all persons employed by Charter School in the performance of services and functions with respect to this Agreement shall be deemed employees of Charter School and no Charter School employee shall be considered as an employee of the District under the jurisdiction of District, nor shall such Charter School employees have any District pension, civil service, or other status while an employee of the Charter School.

(b) Charter School shall have no authority to contract on behalf of District. It is expressly understood and agreed by both parties hereto that Charter School, while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of District.

Section 12. Assignment. Charter School shall not assign this Agreement.

Section 13. Nondiscrimination. In utilizing the Agreement, Charter School shall comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

Section 14. Exhibits. The following appendix which is attached hereto is incorporated herein and made a part of this Agreement:

Exhibit A: Addendum to the MOU

Section 15. Recitals. The Recitals are incorporated into this Agreement as though fully set forth herein.

Section 16. Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the District and Charter School. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

Section 17. Ambiguities not to be Construed against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties hereto with respect to this Agreement.

Section 18. Days/Holidays. All references to days herein shall refer to calendar days unless otherwise noted. When performance of an obligation or satisfaction of a condition set forth in this Agreement is required on or by a date that is a Saturday, Sunday, or legal holiday, such performance or satisfaction shall instead be required on or by the next business day following that Saturday, Sunday, or holiday, notwithstanding any other provisions of this Agreement.

Section 19. Nonliability of Officials. No officer, member, employee, agent, or representative of the parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

Section 20. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

Section 21. Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

Section 22. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 23. No District Affiliation/Endorsement. Charter School shall not imply, indicate or otherwise suggest that Charter School's use and/or any related activities are connected or affiliated with, or are endorsed, favored or supported by, or are opposed by the District. No signage, flyers or other material may reference the District, any school name, logo or mascot without the District's prior written consent.

Section 24. Board Approval. This Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the District's Board of Trustees duly passed and adopted.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

Exhibit “A”

Addendum to the MOU

Addendum to Memorandum of Understanding
Between the San Bernardino City Unified School District
and the City of San Bernardino

Purpose: To add, in addition to events on or near (generally within 1,000 feet of) school campuses within the City of San Bernardino, to also include the following Charter Schools and their physical addresses:

Ballington Academy
799 East Rialto Ave.
San Bernardino, CA 92408

Entrepreneur High School
26655 Highland Ave.
Highland, CA 92346

Excel Prep School
2050 Pacific Street
San Bernardino, CA 92404

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

Norton Science & Language Academy
503 E Central Ave.
San Bernardino, CA 92408

PAL Charter Academy
2450 Blake Street
San Bernardino, CA 92407

SOAR Charter School
198 Mill Street
San Bernardino, CA 92408

Exhibit “B”

City MOU

**Memorandum of Understanding
between the
San Bernardino City Unified School District
and the
City of San Bernardino**

Purpose

To clarify the working relationship and facilitate open lines of communication between the City of San Bernardino (hereafter referred to as "City") and the San Bernardino City Unified School District (hereafter referred to as "District") as well as to acknowledge the District's responsibility regarding events on or near (generally within 1,000 feet of) school campuses within the City of San Bernardino.

Background

By virtue of Education Code Section 39670 and Penal Code Section 830.32, sworn members of the District's Police Department are peace officers with authority/jurisdiction anywhere in the State of California in relation to the duties of their employment. Additionally, the District's Police Department is approved by the California Commission on Peace Officer Standards and Training (POST). The District's Police Department complies with Department of Justice (DOJ) reporting guidelines for those crimes investigated by the Department.

The San Bernardino City Unified School District's Board of Education established the District's Police Department to be the responding agency with respect to incidents/crimes occurring on property belonging to, adjacent to or under the control of the School District at any time of the day or night, as well as:

- Incidents/Crimes committed by or against students of this District, having a nexus to school attendance or activities, occurring within the boundaries of the District during school hours, and
- Incidents/Crimes committed by or against students of this District while those students are directly en route between their residence and their school of attendance or school activities.

Jurisdiction of Investigations

The District's Police Department will normally conduct investigations on all incidents/crimes falling within their jurisdiction, including:

- Processing of routine crime scenes
- Arrest, transport and booking
- Collection, preservation and storing of evidence
- Filing of cases with the District Attorney's office and/or Probation

As the primary law enforcement agency of the City of San Bernardino, the City's Police Department will, upon notification by the District's Police Department, become the primary agency on any incident/crime requiring resources beyond those the District's Police Department is able to provide. Examples include:

- Murder
- Officer-involved shootings
- Crimes against children
- Sexual assault cases

Cooperation on High-Risk Police Operations

Recognizing that the District has year-round classes and evening activities, the City's Police Department will notify the District's Police Department of any high risk operations that may involve or impact a school site. Examples of such incidents include service of warrants, hazardous material spills, stakeouts, barricaded subject scenes, etc. Specifically, City's Police Department and District's Police Department agree to the following:

- Recognizing that District may have a contingent of police officers who could be on a school campus at any hour of the day or night, City's Police Department will make a concerted effort to notify District's Police Department before beginning any tactical operation that may impact a school site or district property at any time.
- City's Police Department will notify District's Police Department as soon as practical when it has a high risk (known or reasonably suspected potential for violence or injury) tactical police operation within a one block radius of a city school campus. Consideration will be given to school children entering the tactical operation area en route to or from school.
- District's Police Department will identify a liaison to coordinate with City's Police Department as needed during the duration of the tactical operation.
- District's Police Department will determine and communicate with City's Police Department regarding what population/activities may be present on impacted school grounds and will assist with securing and safeguarding those sites.
- District's Police Department will be responsible for notifying the appropriate official at the impacted school(s), who will take appropriate action to lessen any potential risk to staff and students.
- District's Police Department or any other school employees/administrators notified of the operation will maintain the confidentiality of the police operation until its completion or until otherwise notified.
- City's Police Department will advise District's Police Department upon completion of the operation or when the potential impact on schools is eliminated.

Mutual Aid / Communication

Officers of both departments will provide mutual aid to the extent practical in all appropriate situations. Both departments agree to exchange reports and any information that may be mutually beneficial to facilitate investigations and other police functions. City's Police Department and District's Police Department will share information as reasonably possible

regarding juvenile suspect/arrest information. An effort will especially be made to share information related to suspects or offenses when such information may help to protect the safety of students, school personnel or school campuses. Each agency will be responsible for internal distribution and confidentiality of any information released to them.


Mutual Indemnification Clause

The City of San Bernardino shall defend, indemnify, and hold harmless the San Bernardino City Unified School District, the District Police Department, its officers, employees and agents from and against any and all liability, loss, expense, attorneys fees, or claims for injuries or damages arising out of the performance of this agreement, but only in proportion to, and to the extent that, such liability, loss, expense, attorneys fees, or claims for injuries or damages are caused by or are the result of the negligent or intentional acts or omissions of the City of San Bernardino, its officers, agents or employees.


The San Bernardino City Unified School District shall defend, indemnify, and hold harmless the City, its elected officials, appointed officials, boards, commissions, officers, employees, and agents from and against any and all liability, loss, expense, attorneys fees, or claims for injuries or damages arising out of the performance of this agreement, but only in proportion to and to the extent that, such liability, loss, expense, attorneys fees, or claims for injuries or damages are caused by or are the result of the negligent or intentional acts or omissions of the San Bernardino City Unified School District, its officers, agents or employees.

Duration and Scope of Agreement

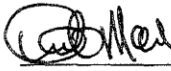
This memorandum of understanding will remain in effect until or unless amended or terminated by either agency. Either party to this MOU may terminate it at any time and for any reason. Written notice of termination shall be provided no less than ten days prior to the effective date of termination. This agreement shall supercede and invalidate any and all preceding agreements between these two agencies.



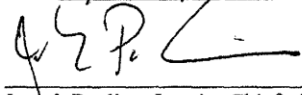
Allen Parker, City Manager
City of San Bernardino
Date: 11/3/14



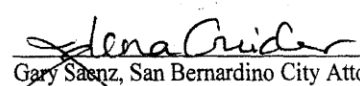
Jarrod Burguan, Chief of Police
San Bernardino Police Department
Date: 11-25-14



Dr. Dale Marsden, Superintendent
San Bernardino City Unified School District
Date: 12-2-14



Joseph Paulino, Interim Chief of Police
San Bernardino City Unified School District
Police Department
Date: 12/5/14

Approved as to form:


Gary Saenz, San Bernardino City Attorney

No other changes to the existing MOU between the City of San Bernardino and the San Bernardino City Unified School District other than the addition of the above school sites.

Each year, the District will provide the City of San Bernardino an updated list of charter schools that have entered into an MOU with San Bernardino City School District for Police Services.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves the Memorandum of Understanding between San Bernardino City Unified School District and certain Charter Schools for Police Services.

9.9 Approve the Special Education Memorandum of Understanding by and Between the San Bernardino City Unified School District and Entrepreneur High School
(Prepared by Educational Services)

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 Entrepreneur High 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 Entrepreneur High School, Charter School, or the School shall apply with full force and effect to Entrepreneur High School.

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

IV. TERM

This MOU shall run from July 1, 2019 through June 30, 2022, 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.

V. 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.

VI. 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:

Entrepreneur High School
26655 Highland Avenue
Highland, CA 92346

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

It is recommended that the following resolution be adopted:

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

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

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 18th day of June, 2019 by the Board of Education of the San Bernardino City Unified School District at their regular Board Meeting.

9.10 Approve the Special Education Memorandum of Understanding by and Between the San Bernardino City Unified School District and the PAL Academy
(Prepared by Educational Services)

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 the PAL 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 the PAL Academy, Charter School, or the School shall apply with full force and effect to the PAL Academy.

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

XV. TERM

This MOU shall run from July 1, 2019 through June 30, 2020, 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.

XVI. 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.

XVII. 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:

PAL Academy
2450 Blake Street
San Bernardino, CA 92407

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

It is recommended that the following resolution be adopted:

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

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

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 18th day of June, 2019 by the Board of Education of the San Bernardino City Unified School District at their regular Board Meeting.

- 9.11 Approve the Special Education Memorandum of Understanding by and Between the San Bernardino City Unified School District and the Public Safety Academy
(Prepared by Educational Services)

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 the Public Safety 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 the Public Safety Academy, Charter School, or the School shall apply with full force and effect to the Public Safety Academy.

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

XXVI. TERM

This MOU shall run from July 1, 2019 through June 30, 2022, 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.

XXVII. 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 ("IDEIA") 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 enrolling in 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 enrolling in 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. However, the Charter School understands and agrees that the SST process does not result in a waiver of timelines related to responding to a written request for assessment, or alleviate the Charter School's child find obligations.

Upon a parent's written request for assessment, the Charter School shall develop an assessment plan for each student with suspected disabilities 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 will contact the District to discuss placement and service alternatives. 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 ("SDC") 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.

Placement of Student Previously in District SDC Program. If an IEP team, with the prior approval of the SELPA committee and with District representation on the IEP team, places a student in a District SDC program who previously participated in a District SDC program while enrolled in the District, the District will be fully responsible for the quality of the

program and for any costs incurred for such a placement. To the extent that the IEP team places a student in a SDC pursuant to this paragraph, the Average Daily Attendance earned by the pupil shall accrue to the District.

Placement of Resident Student Not Previously in District SDC Program. If the IEP team places a student in a District SDC program who resides in the District, but was not previously in a SDC program while enrolled in the District, 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 IEP team places a student in a SDC pursuant to this paragraph, the Average Daily Attendance earned by the pupil shall accrue to the Charter School.

Placement of Non-Resident Student in District SDC Program If an IEP team, with the prior approval of the SELPA committee and with District representation on the IEP team, places a Charter School student who resides outside of the District in a District SDC program, 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 IEP team places a student in a SDC program 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.

Placement of Student with Other Outside Entity. 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 IDEIA, 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

The Charter School will ensure that it makes the necessary adjustments to comply with the mandates of state and federal laws, including the IDEIA, 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 IDEIA 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 IDEIA 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.

XXVIII. 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:

Public Safety Academy
1482 E. Enterprise Drive
San Bernardino, CA 92408

XXIX. 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.

XXX. 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.

XXXI. 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.

XXXII. 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.

XXXIII. 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.

XXXIV. 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.

XXXV. 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.

XXXVI. 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.

It is recommended that the following resolution be adopted:

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

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

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 18th day of June, 2019 by the Board of Education of the San Bernardino City Unified School District at their regular Board Meeting.

9.12 Approval of School Plans for Student Achievement, 2019-2020
(Prepared by Educational Services)

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

It is recommended that the following resolution be adopted:

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

Schoolwide Programs Elementary Schools		
Ramona Alessandro STAR CDS at Anderson Anton Arrowhead Barton Belvedere Bradley Brown Cole Cypress Davidson Del Rosa Dominguez Emmerton Fairfax Gomez Henry	Highland-Pacific Hillside Holcomb Hunt Inghram Jones Kendall Kimbark Lankershim Lincoln Lytle Creek Marshall Monterey Mt. Vernon Muscoy Newmark North Park	North Verdemont Norton Bonnie Oehl Palm Avenue Parkside Riley Rio Vista E. Neal Roberts Roosevelt Salinas S.B. City Community Day Thompson Urbita Vermont Warm Springs Wilson Wong
Schools Wide Programs Middle Schools	School Wide Programs High Schools	Targeted Assistance Programs
Arrowview Chavez Curtis Del Vallejo Golden Valley King Paakuma Richardson Rodriguez Shandin Hills	Arroyo Valley Cajon Indian Springs Middle College Pacific San Andreas San Bernardino San Gorgonio Sierra	Alternative Learning Center Anderson Harmon

Requester: Director, Categorical Programs

Approver: Assistant Superintendent, Educational Services

9.13 Education Protection Account (EPA) Spending Plan for Fiscal Year 2019-20
(Prepared by Business Services)

WHEREAS pursuant to Article XIII, Section 36 of the California Constitution, school districts are required to determine how the monies received from the Education Protection Account are spent in the schools within its jurisdiction. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators or any other administrative costs. The spending plans are required to be approved by districts' governing boards annually; and

WHEREAS the voters approved Proposition 30 on November 6, 2012; and Proposition 55 on November 8, 2016; and

WHEREAS Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012 (sun-setting 12/31/17), and Proposition 55, Article XIII, Section 36(e) to the California Constitution effective November 8, 2016 (commencing 1/1/18); and

WHEREAS the provisions of Article XIII, Section 36(e) created in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f); and

WHEREAS before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year; and

WHEREAS if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year; and

WHEREAS all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts; and

WHEREAS monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor, or any agency of state government; and

WHEREAS a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction; and

WHEREAS the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board; and

WHEREAS the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost; and

WHEREAS each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent; and

WHEREAS the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Governing Board of the San Bernardino City Unified School District hereby authorizes, for fiscal year 2019-20, the monies received from the Education Protection Account projected to be \$63,802,168, shall be spent as required by Article XIII, Section 36 and the spending determinations on how the monies will be spent shall be made in open session of a public meeting.

BE IT FURTHER RESOLVED that the Governing Board of the San Bernardino City Unified School District in compliance with Article XIII, Section 36(e), with the California Constitution, hereby authorizes spending the monies received from the Education Protection Act on salaries and benefits of teachers.

Requester: Director, Accounting Services

Approver: Associate Superintendent Business, Facilities, and Operations

9.14 Proposed Increase in Salary – Superintendent
(Prepared by Human Resources)

The District recommends approval of a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Superintendent.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Superintendent.

9.15 Proposed Increase in Salary – Deputy Superintendent
(Prepared by Human Resources)

The District recommends approval of a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Deputy Superintendent.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Deputy Superintendent.

9.16 Proposed Increase in Salary – Associate Superintendent Business, Facilities, and Operations
(Prepared by Human Resources)

The District recommends approval of a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Associate Superintendent Business, Facilities, and Operations.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Associate Superintendent Business, Facilities, and Operations.

9.17 Proposed Increase in Salary – Assistant Superintendent, Continuous Improvement
(Prepared by Human Resources)

The District recommends approval of a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Assistant Superintendent, Continuous Improvement.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Assistant Superintendent, Continuous Improvement.

9.18 Proposed Increase in Salary – Assistant Superintendent, Educational Services
(Prepared by Human Resources)

The District recommends approval of a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Assistant Superintendent, Educational Services.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Assistant Superintendent, Educational Services.

9.19 Proposed Increase in Salary – Assistant Superintendent, Human Resources
(Prepared by Human Resources)

The District recommends approval of a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Assistant Superintendent, Human Resources.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Assistant Superintendent, Human Resources.

9.20 Proposed Increase in Salary – Assistant Superintendent, Student Services
(Prepared by Human Resources)

The District recommends approval of a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Assistant Superintendent, Student Services.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Assistant Superintendent, Student Services.

9.21 Proposed Increase in Salary – Executive Director, Community Engagement
(Prepared by Human Resources)

The District recommends approval of a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Executive Director, Community Engagement.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves a 2.5% salary increase effective July 1, 2019, and another 2% salary increase effective July 1, 2020 for the Executive Director, Community Engagement.

9.22 Board On-Going Initiatives/Reports

Per Board consensus, these items have been deemed to require periodic progress updates.

Initiatives/Reports	Assigned to	Action
SBCUSD Welcoming Resource Center (Centralized Services Facility)	L. Perez	Quarterly Updates: 07/16/19 10/15/19 01/21/20 04/21/20
African American Student Achievement	K. Mitchell	Biannual Updates: 08/20/19 02/18/20
Mental Health	L. Perez	Quarterly Updates: 06/18/19 COMPLETED 09/17/19 12/10/19 03/17/20 06/16/20
Grading Practices Committee Dashboard	K. Mitchell	Quarterly Updates: 07/16/19 10/15/19 01/21/20 04/21/20
Citations Database	J. Paulino	Monthly Updates: 06/18/19 COMPLETED 07/16/19 08/20/19 09/17/19 10/15/19 11/05/19 12/10/19 01/21/20 02/18/20 03/17/20 04/21/20 05/19/20 06/16/20
Safe Routes to School	J. Paulino	Quarterly Updates: 06/18/19 09/17/19 12/10/19 03/17/20 06/16/20
Family Engagement Strategic Plan	L. Perez	Quarterly Updates: 08/20/19 11/05/19 02/18/20 05/19/20
Later Start Times for Secondary Sites	H. Vollkommer	Quarterly Updates: 07/16/19 10/15/19 01/07/20 04/21/20
Counseling Strategic Plan	L. Perez	Quarterly Updates: 06/18/19 COMPLETED 09/17/19

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		12/10/19 03/17/20 06/16/20
Special Education Settlement Report	R. Monárrez	Quarterly Updates: 07/16/19 10/15/19 01/07/20 04/21/20
Workers' Compensation Report	J. Christakos	Biannual Updates: 07/16/19 01/21/20
Charter Schools' Annual/Renewal Reports	K. Mitchell	Annual Updates Renewal Updates

9.23 Board Top 10

Items are placed on the Top 10 per Board consensus and are not ranked by priority. Once completed, items will be removed from the list and may not require further updates.

	Date of Request	Question/Request	Assigned to	Anticipated Completion Date/ Remarks/Action
1	02/18/14 04/23/19	Create Programs of Excellence at other schools (ex: Richardson) to eliminate lottery waiting and that will include additional components. Look into continuity of pathways.	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	K. Mitchell H. Vollkommer	08/20/19
3	12/11/18	Explore solutions for students unable to purchase PE clothes; review or develop new policy	K. Mitchell	08/20/19
4	03/05/19	MCHS policy: equity/inclusion	K. Mitchell	06/2020
5	01/22/19	Consider repurposing textbook funds for other priorities	J. Christakos	07/16/19
6	01/22/19	Consider budget priorities for: ELs at secondary level, Math districtwide, SEL, Latino Task Force support	K. Mitchell	07/16/19
7	01/22/19	Work on an infrastructure for moving students; eliminating boundaries	L. Perez	01/21/20
8	09/18/18	Develop a process for establishing a Board budget "wish list"	J. Christakos	07/16/19
9	03/12/19	Explore ways to positively involve parents of struggling students (conference style)	L. Perez	07/16/19
10	01/08/19	Update on solar panel/lunch coverings installation, Phase 1 & 2	J. Christakos	07/16/19

9.24 Board Follow Up

Once completed, items will be removed from this list. Per Board consensus, items can be moved to the Top 10 list as needed.

	Date of Request	REQUESTS/QUESTIONS FOR FOLLOW UP	Requested By
BUSINESS SERVICES – MRS. CHRISTAKOS			
1	06/04/19	Explore “green” district initiatives (e.g. recycling)	Dowdy-Rodgers
2	05/21/19	Provide info to parents re: graduation, fees, etc.; develop policy if none	Dowdy-Rodgers
3	03/12/19	Report on unspent funds as part of the budget process	Flores
4	02/05/19	Pacific HS signage upgrade	Dowdy-Rodgers
5	01/22/19	Continue to mitigate financial hardships to create level playing field for students (i.e. eliminating fees; possible LCFF money)	Tillman
6	01/22/19	Continue to work on the reserve issue	Dowdy-Rodgers
7	01/22/19	Develop infrastructure to support student-run businesses	Gallo
8	09/18/18	Check the gating system at San Bernardino HS	Dowdy-Rodgers
9	08/07/18	Explore a District-wide recycling program	Rosales-Medina
COMMUNICATIONS – MRS. BARDERE			
1	06/04/19	Look into automated subtitle translation for board meetings	Rosales-Medina
COMMUNITY ENGAGEMENT – MRS. ONTIVEROS			
1	01/22/19	Marketing for business partners (ex: City Council and County Board meetings)	Hill
2	01/22/19	Use lobbyist to promote funding for pathways	COMPLETED
CONTINUOUS IMPROVEMENT – DR. MONÁRREZ			
1	05/21/19	Provide # of Sp. Ed teachers w/BCLAD; # students who are ELs and Sp. Ed.	Flores
DEPUTY SUPERINTENDENT – DR. VOLLKOMMER			
1	04/23/19	From CEP Presentation: <ul style="list-style-type: none"> • Include success & accountability in all strategies • Keep applied learning & pathways in electives • Current/proposed marketing tools for language clarity • Consider strategy sub-bullets so they don’t get lost 	Board
2	01/08/19	Work on strategic approach to support academic teams	Wyatt
EDUCATIONAL SERVICES – DR. MITCHELL			
1	06/04/19	Possibility of moving Norton ES to a K-8 configuration	Tillman
2	06/04/19	Possibility of drone use as part of career pathway	Gallo
3	05/21/19	Provide list of schools/programs that have waiting lists	Tillman
4	05/21/19	Provide update on frequency of GATE testing/program reductions	Rosales-Medina
5	05/21/19	Provide/explore programs for EL GATE and twice-exceptional	Rosales-Medina
6	04/23/19	Include equitable non-Spanish speaking Latino voices in Latino Taskforce	Rosales-Medina
7	03/05/19	Determine if there are waiting lists for GATE testing, program placement	Tillman
8	01/22/19	1)Measure the pre/post programmatic impact of pathways; 2)Report on additional personnel associated with pathways	Tillman
9	01/22/19	1)Provide disaggregated data by pathway and cohort; 2)Include raw numbers as part of data set	Dowdy-Rodgers Flores
10	10/16/18	Provide information on the \$800,000 distribution to Career Pathways	Flores

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	Date of Request	REQUESTS/QUESTIONS FOR FOLLOW UP	Requested By
HUMAN RESOURCES – DR. WISEMAN			
1	06/04/19	Explore idea of teaching interns in combination classes	Flores
SCHOOL POLICE – CHIEF PAULINO			
1	10/02/18	Work with City on traffic issues on Pacific Avenue (Dr. Marsden)	Flores Wyatt
2	09/18/18	Review/remedy CSO staffing at Del Vallejo MS	Tillman
3	07/24/18	Provide ideas to decrease trespassing citations	Dowdy-Rodgers
STUDENT SERVICES – DR. PEREZ			
1	06/04/19	Explore expansion of HEART team therapists from 3 to 6	Flores
2	05/21/19	Explore services for immigrant families recently arriving in SB	COMPLETED
3	05/21/19	Provide update on dollars received from attendance recovery	Flores
4	05/07/19	School Climate presentation: <ul style="list-style-type: none"> • Provide follow up data related to student responses (Panorama) • Bring recommendation re: HEART therapists' expansion • Provide data on Wellness Rooms/Calming Centers • Provide info related to homework for suspended students 	Tillman Flores Tillman Dowdy-Rodgers
5	04/23/19	Look into organizations for summer enrichment/resources	COMPLETED
6	03/05/19	Provide information on counselors' role in assisting students with mental health issues	Mr. Tillman
7	01/22/19	Explore virtual options for student access to pathways	COMPLETED

9.25 Future Agenda Items

Request	Date	W	SP	SA	AP	AR	PH
Roles and Responsibilities of School Counselors	07-10-18			X			
Later School Start Times for Secondary Sites Update	07-24-18			X			
KPI: Attendance, Suspension/Expulsion Data and Citations Update, 17-18	08-07-18			X			
Facilities Update 2018	08-21-19				X		
Community Report Card	09-04-18			X			
Community Engagement Plan Update	09-18-18				X		
Unaudited Actuals Financial Report, 17-18	09-18-18					X	
Overview of the State's Accountability Model, Part I	10-02-18			X			
Overview of the State's Accountability Model, Part II	10-16-18			X			
KPI: CAASPP: Overview of State's Accountability Model, Part III	11-06-18			X			
1 st Period Interim Financial Report/LCAP Update	12-11-18				X		
KPI: English Learners' Progress Indicator/Multilingual Initiative	01-08-19			X			
Career Pathways Update	01-22-19				X		
Annual Audited Financial Report, 17-18	01-22-19					X	
Governor's January Update – Budget Proposal, 19-20	01-22-19					X	
Safety Update	02/05/19				X		
KPI: College and Career Indicators	02/19/19			X			
Facilities Master Plan and Financing Update	03/05/19					X	
2 nd Interim Budget Report/LCAP	03/12/19				X		
KPI: Third Grade Reading Proficiency / Grade 8-9 Math Success Rate	03/12/19			X			
African-American Student Achievement	04/09/19			X			
Community Engagement Plan (CEP) Changes	04/23/19				X		
Innovation Grant Awards	04/23/19				X		

Request	Date	W	SP	SA	AP	AR	PH
Special Board Meeting (Budget/LCAP)	04/30/19					X	
KPI: School Climate	05/07/19			X			
19-20 BOE Meeting Calendar Adoption	05/07/19					X	
Budget (May Revise)/LCAP Update	05/21/19					X	
Superintendent's Student Advisory Council	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	
Annual Service Plan & Budget Requirement (SELPA)	06/18/19						X

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

SESSION TEN

10.0 Summary of Board Requests

10:00 pm

SESSION ELEVEN

11.0 Adjournment

10:05 pm

At the May 7, 2019 Board Meeting, the 2019-20 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, July 16 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: June 14, 2019