



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

MICHAEL J. GALLO
Board Member

GWEN DOWDY-RODGERS
Vice President

VACANT
Student Board Member

DR. MARGARET HILL
Board Member

DALE MARSDEN, Ed.D.
Superintendent

VACANT
Student Board Member

DANNY TILLMAN
Board Member

VACANT
Student Board Member

SCOTT WYATT, Ed.D.
Board Member

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

August 20, 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 – Dr. Dale Marsden

SESSION TWO

- 2.0** ***Special Presentation(s)*** **5:45 pm**
- 2.1 Resolution in Support of California High School Voter Education Week
- 2.2 Resolution Recognizing Latino Heritage Month
- 2.3 Resolution Recognizing September as Attendance Awareness Month

SESSION THREE

- 3.0** ***Closed Session*** **5:50 pm**
- 3.1 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

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within the Board's jurisdiction may address those during the regularly scheduled Public Comments later in the agenda.

3.2 Adjourn to Closed Session

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

Anticipated Litigation

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

Number of Cases: One

Existing Litigation

Conference with legal counsel, Associate Superintendent Business, Facilities, and Operations, Business Services, pursuant to paragraph (1) of subdivision (d) of Government Code 54956.9

Number of Cases: One

Conference with Labor Negotiator

District Negotiator: Perry Wiseman

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

Public Employee Appointment

Title: Elementary School Vice Principal

Public Employee Discipline/Dismissal/Release

Student Matters/Discipline

Superintendent's Evaluation

SESSION FOUR

4.0 *Reconvene Open Session* 6:40 pm

4.1 Action Reported from Closed Session

SESSION FIVE

5.0 *Public Hearing(s)* 6:45 pm

5.1 Tentative Agreement (Article VI – Wages, Article IX – Hours, Article XI – Employee Evaluation Procedures, Article XIV – Leaves, Article XV – Reimbursement, Expenses & Materials, Article XIX – Classification and Article XXIV – Term of Agreement) Between the San Bernardino City Unified School District and California School Employees Association and Its Chapter 183

5.2 Tentative Agreement (Article VII – Unit Member's Rights and Article XI - Wages) Between the San Bernardino City Unified School District and Communications Workers of America (CWA)

5.3 Public Hearing of the Tentative Agreement (Article VI – Wages, Article IX – Hours, Article XIV – Reimbursement, Expenses & Materials, and Article XXIII – Term of Agreement) Between the San Bernardino City Unified School District and the San Bernardino School Police Officers Association (SBSPOA)

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 Administrative Presentation **8:00 pm**

7.1 Special Education Update

SESSION EIGHT

8.0 Reports and Comments **9:00 pm**

8.1 Report by San Bernardino Teachers Association

8.2 Report by California School Employees Association

8.3 Report by Communications Workers of America

8.4 Report by San Bernardino School Police Officers Association

8.5 Comments by Board Members

8.6 Comments by Superintendent and Staff Members

SESSION NINE

9.0 Consent Calendar **9:45 pm**

BOARD OF EDUCATION

9.1 Approval of Minutes

9.2 Payment of SANDABS Membership Dues, 2019-20

DEPUTY SUPERINTENDENT

9.3 Agreement with MVN Motor Vehicle Network, A Division of RNS Communications, Inc., Norwalk, CT, for Advertising at the Department of Motor Vehicles, San Bernardino Office

BUSINESS SERVICES

9.4 Acceptance of Gifts and Donations to the District

9.5 Commercial Warrant Register for Period July 1 - 15, 2019

- 9.6 Establishment of School Facility Sub Fund
- 9.7 Establish Student Body Association at Lankershim Elementary School
- 9.8 Ratification of Amendment No. 1 to the Agreement with All City Management Services, Inc., Santa Fe Springs, CA, RFP No. 03-14, Crossing Guard Services
- 9.9 Ratification of Approved Change Orders from June 1 – June 30, 2019
- 9.10 Renewal of the Consulting Services Agreement with Public Economics, Inc., Orange, CA, to Provide Consulting Services Regarding Former Redevelopment Agencies

CONTINUOUS IMPROVEMENT

- 9.11 Ratification of Amendment No. 4 to Agreement with Maxim Staffing Solutions, Glendale, CA, to Provide Health Care Providers for Special Education Students with Special Needs

EDUCATIONAL SERVICES

- 9.12 Agreement with Consortium on Reaching Excellence in Education, Inc., Placerville, CA, to Provide Professional Development on the Early Literacy Reading Academy
- 9.13 Agreement with Pearson K12 Learning, LLC, Chandler, AZ, to Provide Coaching for Change Mathematics Professional Development
- 9.14 Agreement with Teacher Created Materials Publishing, Huntington Beach, CA, to Provide English Language Development Professional Development
- 9.15 Agreement with The Regents of the University of California Los Angeles, Curtis Center, to Provide Mathematics Professional Development
- 9.16 Ratification and Amendment to the Extended Field Trip, Arrowview Middle School, Dual Program University Experience/Campus Tours, Multiple Northern California Locations
- 9.17 Renewal of the Agreement with Voyager Sopris Learning, Inc., Dallas, TX, to Provide Step Up to Writing Professional Development

HUMAN RESOURCES

- 9.18 Ratification of the Agreement with The Regents of the University of California, on Behalf of the University of California, Riverside, Graduate School of Education, for Student Teaching Experience
- 9.19 Ratification of the Agreement with The Regents of the University of California, on Behalf of the University of California, Riverside, Graduate School of Education, for the Teacher Internship Credential Program

STUDENT SERVICES

- 9.20 Agreement with Children's Resources, Inc., Fontana, CA, to Provide a Series of Parent Workshops
- 9.21 Agreement with Hablame Talk for Me Language Services, Fontana, CA, to Provide Interpretation and Translations Services
- 9.22 Agreement with College Board, New York, NY, to Provide Instructional Resources and Formative Assessments
- 9.23 Agreement with Hatching Results, LLC, San Diego, CA, to Provide Professional Development for District Counselors

- 9.24 Agreement with Manuel Baltierra, Grand Terrace, CA, to Provide the Parent Project Program
- 9.25 Agreement with SixtyOne Golf, Los Angeles, CA, to Provide an After-School Growth Through Competition Golf Program
- 9.26 Agreement with the University of Redlands, School of Education, Redlands, CA, for Practicum and Fieldwork Experience for Students in the Clinical Mental Health Counseling Program
- 9.27 Agreement with the University of Southern California, Los Angeles, CA, for Fieldwork Experience for School Counseling Program Students
- 9.28 Agreement with Young Visionaries Youth Leadership Academy, San Bernardino, CA, to Provide the Student Achievement Mentoring Program
- 9.29 Amendment No. 2 to the Agreement with Panorama Education, Inc., Boston, MA, to Provide Access Platform and Support, Survey Administration, Analysis, and Reporting
- 9.30 Amendment No. 2 to the Agreement with Valdez Educational Services, San Bernardino, CA, to Provide Foster Youth Tutoring Program
- 9.31 Facilities Use Agreement with the DoubleTree by Hilton, San Bernardino, CA, to Host the 2019 Fall Student Wellness Symposium
- 9.32 Payment for Course of Study Activity - Student Services
- 9.33 Ratification of the Agreement with Inland Volleyball Officials Association, Fontana, CA, to Provide Volleyball Officials for Middle School Volleyball Games
- 9.34 Renewal of the Agreement with California State University, San Bernardino, CA, Federal Work-Study Program to Provide the Hope Maker Mentor Program at King Middle School and Shandin Hills Middle School
- 9.35 Renewal of the Agreement with CHORDS Enrichment Youth Program, San Bernardino, CA, to Provide Music Enrichment Program, "The Hip-Hop Shop" for After-School Programs at Four District High Schools
- 9.36 Renewal of the Agreement with Valdez Educational Services, San Bernardino, CA, to Provide Foster Youth Tutoring Program
- 9.37 Renewal of the Facilities Use Agreement with Lutheran Church of Our Savior, San Bernardino, CA
- 9.38 Lift of Expulsion of Student(s)
- 9.39 Petition to Expunge, Rescind, or Modify Youth Court or Expulsion

SESSION TEN

10.0 Action Items

9:50 pm

- 10.1 Personnel Report #3, Dated August 20, 2019
- 10.2 Approval of the Amendments to Board Policy 6020, Parent and Family Engagement, First Reading
- 10.3 Approval of the Amendments to Board Policy 6178, Career Technical Education, First Reading
- 10.4 Resolution to Approve Award of Lease-Leaseback Construction Services for Pacific High School Career Technical Education Building and Phase I Modernization Project
- 10.5 Proposed Increased Work Year – Elementary School Principal
- 10.6 Proposed Increased Work Year – Elementary School Vice Principal
- 10.7 Proposed Increased Work Year – Middle School Vice Principal
- 10.8 Proposed Contract Amendment – Deputy Superintendent

- 10.9 Proposed Contract Amendment – Associate Superintendent, Business, Facilities, and Operations
- 10.10 Proposed Contract Amendment – Assistant Superintendent, Continuous Improvement
- 10.11 Proposed Contract Amendment – Assistant Superintendent, Educational Services
- 10.12 Proposed Contract Amendment – Assistant Superintendent, Human Resources
- 10.13 Proposed Contract Amendment – Assistant Superintendent, Student Services
- 10.14 Proposed Contract Amendment – Executive Director, Community Engagement
- 10.15 Board On-Going Initiatives/Reports
- 10.16 Board Top 10
- 10.17 Board Follow Up
- 10.18 Future Agenda Items

SESSION ELEVEN

- 11.0** *Summary of Board Requests* **10:00 pm**

SESSION TWELVE

- 12.0** *Adjournment* **10:05 pm**

At the May 1, 2018 Board Meeting, the 2018-19 Board of Education Meeting Calendar was adopted. The next regular meeting of the Board of Education of the San Bernardino City Unified School District will be held on Tuesday, September 3 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: August 16, 2019



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SESSION TWO

- 2.0** ***Special Presentation(s)*** **5:45 pm**
- 2.1 Resolution in Support of California High School Voter Education Week
(Prepared by Communications/Community Relations)

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

WHEREAS young people play a critical role in our democracy by helping to choose

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the people who will lead us and by voicing their opinions on the issues that are more important to them; and

WHEREAS California has an online tool that allows eligible 16- and 17-year olds to pre-register to vote and then automatically become active voters once they turn 18, and by reaching out early and often to students, we can help them develop a strong and lasting appreciation for the value of voting, and

THEREFORE, BE IT RESOLVED, that the Board of Education of the San Bernardino City Unified School District declares September 16 – 27, 2019, as High School Voter Education Week and encourages District schools to participate in activities that help register and pre-register eligible students to vote, while encouraging others to become informed citizens committed to being active voters once they reach voting age.

2.2 Resolution Recognizing Latino Heritage Month
(Prepared by Communications/Community Relations)

The San Bernardino City Unified School District joins organizations in towns and cities in our state and nation in the month-long celebration of Latino heritage and culture.

WHEREAS nationally known as Hispanic Heritage Month, the period from September 15 through October 15 is a time to honor the many historical and present contributions of Latino Americans; and

WHEREAS Latinx Americans have roots in Europe, Africa, and South and Central America and have cultural ties to Mexico and the Caribbean; and this diversity has brought invaluable perspectives, experiences, and values to the District; and

WHEREAS Hispanic Americans: A History of Serving Our Nation is the 2019 theme for Hispanic Heritage Month; and

WHEREAS the District celebrates the vibrant Latino American spirit that influences our nation and also celebrates the practices of commitment to family, love of country, and respect for others, which are virtues that transcend ethnicity, reflect the American spirit, and are exemplified in the Latino American community; and

THEREFORE, BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District recognizes September 15 through October 15, 2019, as Latino Heritage Month and directs that appropriate activities for its observance take place in District schools.

2.3 Resolution Recognizing September as Attendance Awareness Month
(Prepared by Communications/Community Relations)

WHEREAS good attendance is essential for student achievement and high school graduation, and developing the habit of regular attendance prepares students to succeed from cradle to career; and

WHEREAS the San Bernardino City Unified School District is dedicating resources and attention to reducing chronic student absenteeism and is partnering with teachers, parents, and school leaders to make attendance a top priority by raising public awareness, establishing targets and goals to ensure accountability; and

WHEREAS chronic absenteeism impacts low-income students and children of color particularly hard if they lack resources to make up for lost time in the classroom and are more likely to face barriers to getting to school; and

WHEREAS chronic absences can be significantly reduced when schools, parents, faith, business, community leaders, and elected officials work together to promote good attendance and address hurdles that keep children from getting to school;

THEREFORE, BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District recognizes that greater attention is needed to improve student attendance and SBCUSD joins the nation in recognizing September as Attendance Awareness Month. We hereby commit to reducing chronic absenteeism to give children an equitable opportunity to learn, grow, and thrive academically, emotionally, and socially.

SESSION THREE

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(Prepared by Human Resources)

On August 7, 2019, the District and the California School Employees Association and its Chapter 183 (CSEA) agreed to the following Tentative Agreement regarding wages, hours, employee evaluation procedures, leaves, reimbursement, expenses & materials, classification, and term of agreement. In addition, the required forms have been filed with the County Superintendent of Schools for review. During this review, the County Superintendent of Schools will determine the impact of the tentative agreement(s) to the collective bargaining agreement(s) on the District's budget, ending balance, and general fund reserves. The summary of the Tentative Agreement with the CSEA, setting forth the financial impact of the Tentative Agreement, is included in the Board Agenda for the Board's review and to make them available to the interested public.

On August 16, 2019, CSEA ratified the proposed Tentative Agreement to the collective bargaining agreement.

**TENTATIVE AGREEMENT
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 183**

This Tentative Agreement is made and entered on this 7th day of August 2019 between the San Bernardino City Unified School District, (hereinafter referred to as "District") and the California School Employees Association and its Chapter 183 (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 August 2019 through June 30, 2022 with the following exceptions:

ARTICLE VI – WAGES

Section 1 - Regular Rate of Pay.

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

The classified salary schedule shall be increased as follows:

2.5% for the 2019/2020 fiscal year, effective July 1, 2019.

In conjunction with the 2.5% increase to the salary schedule, in 2019/20 school year, one (1) day added, up to 8 hours effective July 1, 2019. The additional hours shall be used for the District to provide training and development around key District initiatives.

The parties will conduct a Salary & Job Description Study during the 2019-2020 fiscal year. A monetary amount of \$500,000 will be allocated for differentiated salary increases based on the study. CSEA and the District will mutually agree to a vendor to conduct the study. The implementation of the study shall not include an across the board salary increase for all unit members. Only positions identified as disparate will be negotiated by CSEA and the District. Regardless of the study's findings, no unit member will receive a reduction in salary as a result of the study and implementation agreement.

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

All other sections of the Article VI not being changed by this Tentative Agreement shall remain status quo.

ARTICLE IX – HOURS

Section 1--Workday.

The regular workday for full-time unit members shall consist of eight (8) duty hours, exclusive of lunch. The District has the right to extend the regular workday as it deems necessary to carry out the District's business. The District has the right to establish the regular daily work hours for unit members.

The District shall notify the Association of any proposed, permanent changes in workday hours at least ten (10) business days prior to the effective date. The Association may notify the District of its intent to negotiate the proposed change within ten (10) business days of request. Absent a demand to negotiate, the District will proceed with the change of the regular, daily work schedule.

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

Section 5--Overtime/Compensatory Time.

A. Overtime: Unit members shall be paid at the overtime rate of one-and-one-half (1½) times their regular hourly rate of pay. The overtime rate shall be paid under the conditions set forth below in this Section 5. Unit members must receive approval prior to working overtime, unless suffered and permitted by the District.

1. All hours the unit member is required to work in excess of eight (8) hours in any regular workday with the exception of a compressed workweek or an alternative workweek as defined in Section 9 and Section 14 of this Article.
2. All hours the unit member is required to work in excess of forty (40) hours in any regular workweek.
3. All hours unit members having an average workday of four (4) hours or more are required to work on the sixth (6th) and seventh (7th) day of the workweek after the completion of five (5) consecutive days.
4. All hour's unit members having an average workday of less than four (4) hours are required to work on the seventh (7th) day of the workweek after the completion of five (5) consecutive days.

B. Compensatory Time: A unit member may choose compensatory time in lieu of overtime at the rate of one-and-one-half (1½) hours for each overtime hour worked. The unit member may accumulate compensatory time not to exceed ~~forty (40)~~ **thirty-two (32)** hour-. Compensatory time shall be used within the fiscal year from which it was earned. Any compensatory time not used as of June 30 shall be paid out as overtime. The employee may request approval, in writing, **with a plan for its use** from the Human Resources Assistant Superintendent or designee to carry over the compensatory time earned to the next fiscal year, not to exceed one (1) year from the date that the compensatory time was earned. **The supervisor must approve request prior to sending to Human Resources.** This request must be submitted no later than the last day of the employee's work calendar. Compensatory time shall be used during periods, which do not impair the operation of the District, as determined by the District. Earned hours of compensatory time shall be recorded. A report shall be supplied to the unit member upon request, monthly.

A unit member shall be paid overtime, in the following situations:

- **When they provide services to outside vendors through a use of facilities**
- **When the employee transfers or promotes**

Section 8--Call-Back Guarantee.

Unit members called in to work unscheduled overtime after leaving the work site or on a day when he/she is not scheduled to work shall be entitled to a minimum of three (3) hours work and be paid at the appropriate rate as set forth in this Agreement. **On the occasion, that a unit member can work remotely, meaning unit member does not have to come to the work site, the unit member shall be entitled to a minimum of two (2) hours of work, or actual time worked if greater than the minimum.**

Section 13--Classified Work-Year Calendar

180 work days (PT) + holidays

190 work days (PT) + holidays

194 work days (FT) + holidays
197 work days (PT) + holidays
211 work days (FT) + holidays
226 work days (PT/FT) + holidays
247-249 work days (PT/FT) + holidays (Will correspond to the total possible number of work days for the given year + holidays)

Section 14--Classified Employee Work Calendar Committee.

CSEA and the District shall have two (2) appointed representatives on the Classified Employee Work Calendar Committee. The purpose of the Committee is to provide input for the classified employee work calendar. The committee will meet after the Board approves the traditional school year calendars. The Classified Employee Work Calendars are subject to bargaining.

Section 14 15--Alternative Workweek

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

Section ~~15~~ 16--Shift Change

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

All other sections of the Article IX not being changed by this Tentative Agreement shall remain status quo.

ARTICLE XI - EMPLOYEE EVALUATION PROCEDURES

Section 3 - Evaluation Period.

Each unit member shall be evaluated on not less than an annual basis. Unit members who have worked in the same classification for three (3) years or longer and have maintained ~~satisfactory~~ evaluations with an overall rating of "meets standards" or "exceeds standards" for at least the three most recent evaluation periods may be evaluated every other year. The unit member's supervisor and the unit member may mutually agree to waive the annual evaluation within the first thirty (30) days of the employee's work year. In the event, the parties are not in agreement, the unit member's supervisor shall conduct the evaluation. ~~will make the decision regarding an every-~~

~~other year evaluation cycle.~~ The period for annual evaluation shall be July 1 through June 30. Within thirty (30) days of the start of the school year or any new assignment, unit members shall receive an evaluation orientation meeting, which includes the following:

- A. A copy of this Article, along with the opportunity to review the Article and ask questions.
- B. A copy of the unit member's job description.
- C. An overview of the evaluation criteria outlined in this Article, and how it relates to the unit member's job description.
- D. The unit member shall have the option to participate in the Classified Self-Assessment rubric.
- E. The unit member shall participate in collaborative goal setting during their evaluation year.

Section 5--Initial Individual Meeting.

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

- A. Agreement of goals:
 - a) Three (3) Goals, including: One (1) Professional Growth, one (1) Site or Department, and one (1) District. The goal(s) may be connected to department, site, and District initiatives/strategic plans.
- B. The Goal Setting form is a "living document" that may be modified at any time with mutual agreement of the evaluator and the unit member. **Ability or inability of a unit member to attain their goal shall not reflect negatively in the final evaluation or lead to discipline of the unit member. In the event that the unit member refuses to participate in the collaborative goal setting, such action will be deemed as insubordination. Unit members are expected to engage and actively participate in the goal setting process. Unit members shall not opt out of collaborative goal setting.**
- C. Goal monitoring, timelines, available resources, **professional development opportunities** and evidence to demonstrate progress.
- D. **The unit member shall be provided an opportunity to participate in approved professional development, and/or take advantage of available resources in order to achieve goals set in this process., during work hours.**
- E. **Unit members may provide feedback on the Classified Employee Collaborative Goals Form.**

The District and CSEA will meet to conduct an after-action review for the 2018-19 evaluation year. Concerns will be addressed, and the team will work to revise evaluation documents and collaborate on training for the evaluation.

ARTICLE XIV – LEAVES

Section 5 - Critical Illness Leave.

- A. Unit members may request up to a maximum of three (3) days absence per **fiscal** year for critical illness in his/her immediate family. A critical illness is defined as

one in which the patient's life is in danger and there is a possibility of death. Certification by a physician that the illness is critical in nature is required on a form provided by the District (HR-64) or a doctor's certification of the immediate family member's critical illness and must be approved by the District. This form shall not be required if the illness is followed by death of the immediate family member.

- B. "Immediate family" includes father, mother, sister, brother, daughter, son, wife, husband, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, grandson, granddaughter, aunt, uncle, cousin, nieces and nephews or any person living in the immediate household of the unit member. A unit member may request approval from the District's chief Human Resources officer or designee for leave to be used in relation to a relative not designated as immediate family. The decision of the District's chief Human Resources officer or designee shall be final.

Section 9--Jury Duty and Witness Leave.

- A. Leave of absence for jury service shall be granted to unit members who have been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of required attendance for jury service. The unit member shall receive full pay while on leave, provided that the jury summons ~~or~~ **and** court certification is filed with the District. Request for jury service leave should be made by filing the official court summons to jury service with Human Resources. The District shall deduct the jury service fee from the unit member's pay.
- B. Leave of absence to serve as a witness in a court case shall be granted a unit member when he/she has been served a subpoena to appear as a witness, not as the litigant, in the case. The length of the leave granted shall be for the number of days of required attendance in court as certified by the clerk or other authorized officer of the court. The unit member shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the School District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to Human Resources.
- C. The jury-service fee and witness fee set forth in Sections A and B above do not include reimbursement for transportation expense. **In the event that the unit member receives funds for jury service, a copy of the check shall be submitted to the payroll department.**
- D. Unit members shall be granted reasonable clean-up and travel time prior to reporting to court. Unit members are required to return to work during any day or portion thereof in which jury duty services are not required, except when less than two (2) hours of regularly scheduled work remains.
- E. Unit members employed four (4) hours or more per day on a regular basis and who work evenings shall be granted leave under this Section 9 equivalent to that granted other unit members scheduled to work 8:00 a.m. to 4:30 p.m., i.e., an eight-hour (8) employee who serves four (4) hours on jury duty is required to work four (4) hours.

Section 15—Family Leave.

Unit members employed by the District **for a minimum of 12 months** ~~more than one (1) year~~ shall be granted not more than twelve (12) weeks of unpaid family leave within twelve (12) months as set forth in the following conditions:

- A. Family leave may only be used for the birth, adoption, or serious illness of a child, or to care for a parent or spouse who has a serious illness.
- B. The District may require verification of the necessity of the leave.
- C. All available vacation leave must be used prior to family leave.
- D. The unit member must give as much advance notice as possible.
- E. Unit member's group health benefits as provided for in Article VII, Section 1, shall be maintained during approved family leave. If the unit member fails to return to work at the expiration of family leave, the unit member shall reimburse the District for all health benefits paid during the family leave. To maintain group dental and life insurance benefits during family leave, the unit member must pay the cost of premiums.
- F. At the conclusion of family leave, the unit member will return to the same or comparable position without loss of hours or seniority.

Section 17 - Vacation.

- B. All unit members shall be allowed to carry over up to a total of fifteen (15) vacation days into the next fiscal year.
 1. With the approval of the immediate supervisor and the District's chief Human Resources officer or designee, a unit member may carry over more than fifteen (15) days, but not to exceed a total accumulation of twenty-five (25) days.
 2. If a twelve-month unit member has been prevented from using vacation leave credit as a result of the needs of the District, the District shall pay for all of the unit member's accumulated vacation in excess of the twenty-five (25) day carry over limit.
 3. If a ~~nine~~, ten-, or eleven-month unit member has requested and was denied vacation leave, the unit member shall have their vacation leave balance paid, in excess of the fifteen (15) days allowed to carry over, at the end of the school year upon request. In order for ~~nine~~, ten-, or eleven-month unit members to be paid, the unit member must submit the request to their immediate supervisor no later than June 1. ~~The request shall include the number of vacation hours the unit member wants to carry over and the number of hours the unit member wants to be paid.~~
 4. **If a nine-month unit member has requested and was denied vacation leave, the unit member may request to have their vacation leave (in excess of ten (10) days, that are allowed to be carried over) paid at the end of the school year upon request. In order for nine-month unit members to be paid, the unit member must submit the request to their immediate supervisor no later than June 1. The request shall include the number of vacation hours the unit member wants to carry over and the number of hours the unit member wants to be paid.**
 5. **Nine (9) month employees shall not request vacation during any of the periods listed below:**
 - a. **First day of school, including the first week of school.**

- b. Two weeks prior to last week of school, including the last week of the school year
6. In the event a unit member has over the allowed carry over amount of vacation leave the unit member, a CSEA representative (if requested), and the immediate supervisor shall meet to develop a plan to reduce the amount of vacation leave.

Section 20: Parental Leave

Parental leave is limited to the first year after the birth, adoption, foster care, and/or non-parental guardian placement. To be eligible you must have worked for the District for at least twelve (12) months. The leave may be used intermittently in two-week increments, with prior written notice, on an approved HR leave form. A unit member may be granted a request for a leave of less than two (2) weeks duration on any two (2) occasions. Unit members must exhaust all available sick leave to access half-pay. The unit member is entitled to one (1) twelve (12) work week period of parental leave within twelve (12) months of the birth. Unit members must meet eligibility requirements outlined by the California Family Rights Act.

All other sections of the Article XIV not being changed by this Tentative Agreement shall remain status quo.

ARTICLE XV - REIMBURSEMENT, EXPENSES & MATERIALS

Section 8--Tuition Reimbursement.

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

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

Requests for reimbursement of tuition costs must be approved in advance by the Employee Tuition Reimbursement Committee. In addition, applicants shall submit a description of the course content and its applicability to their current position or other positions in the District. Reimbursement shall not be made in increments of less than fifteen dollars (\$15.00) per application. **Tuition reimbursement shall be limited to \$1000 per semester or term. The reimbursement may not exceed the cost of tuition paid.** ~~Tuition for upper division classes shall be limited to seventy five percent (75%) of the amount charged by the California State University System or accredited Trade School. Tuition for lower division classes shall be limited to seventy five percent (75%) of the amount charged by the Community College District or accredited Trade School.~~ The tuition reimbursement is paid after satisfactory completion of the course(s)

with a grade of "C" or better and verification of grade(s) and costs.

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

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

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

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

Section 9--Teacher Development Program.

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

1. Completion of his or her initial probationary period; and
2. Application submitted for reimbursement within thirty (30) days following the end of the term; or
3. A unit member who attends courses from the date of hire to the date of permanency may submit an application for coursework completed during his or her probationary period within thirty (30) days following the date of permanent status.
4. **Tuition reimbursement may be paid to unit members that take a leave of absence to participate in student teaching as a part of a credentialing requirement.**

Requests for reimbursement of tuition costs must be approved in advance by the Employee Tuition Reimbursement Committee. In addition, applicants shall submit a description of the course content and its applicability to an approved program of studies leading to a California teaching credential. **Tuition reimbursement shall be limited to \$2000 per semester or term. The reimbursement may not exceed the cost of tuition paid.** ~~Tuition for upper division classes shall be limited to the amount charged by the California State University System. Tuition for lower division classes shall be limited to the amount charged by the Community College District. Reimbursement shall not be made in increments of less than fifteen dollars (\$15.00) per application.~~ The tuition reimbursement is paid after satisfactory completion of the course(s) with a grade of "C" or better and verification of grade(s) and costs.

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

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

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

All other sections of the Article XV not being changed by this Tentative Agreement shall remain status quo.

ARTICLE XIX – CLASSIFICATION

Section 6--Work Load Problem-solving

In the event that there has been a vacancy or a long-term absence of an employee, and the unit member has been assigned an excessive amount of additional work, the unit member may file a grievance on the workload issue in accordance with Article XVIII.

All other sections of the Article XIX not being changed by this Tentative Agreement shall remain status quo.

ARTICLE XXIV - TERM OF AGREEMENT

Section 1--Duration.

Three (3) year agreement effective July 1, ~~2016~~ **2019**, through June 30, ~~2019~~ **2022**, with re-openers in the ~~2016-2017~~ **2020-2021** and ~~2017-2018~~ **2021-2022 fiscal years** for wages and benefits. Each party may reopen two (2) additional articles of the agreement for ~~the 2016-2017~~ **2020-2021** and ~~2017-2018~~ **2021-2022 fiscal years**.

Section 2--Renegotiation of Wages and Benefits.

No sooner than April 1 and no later than July 1 of ~~2017~~ **2020** and ~~2018~~ **2021**, either Party may submit an initial proposal for renegotiation of wages as set forth in Section 1 of Article VI, and benefits as set forth in Article VII. In addition, the Association and the District each may submit two (2) additional Articles of this Agreement for renegotiation ~~along with the wages for the annual salary and benefits renegotiations.~~ The renegotiations shall promptly begin no later than twenty (20) business days after receipt of the request for renegotiations.

Section 3--Successor Negotiations.

No sooner than January 1 and no later than March 1 preceding expiration of this Agreement, the Association shall present its initial proposals. No later than April 1, or a date to be determined by the Parties, the Association and the District shall commence meeting and negotiating for a successor Agreement. Any agreement reached between the Parties shall be reduced to writing and, if ratified by the Association and adopted by the Board of Trustees, signed by both Parties.

Section 4--Amendment.

This Agreement shall not be opened during the term of this Agreement except by specific reference in this Agreement or by specific written mutual consent of the Parties.

All other sections of the Article XXIV not being changed by this Tentative Agreement shall remain status quo.

CONDUCT PUBLIC HEARING

BE IT RESOLVED that the Board of Education adopts the Tentative Agreement (Article VI – Wages, Article IX – Hours, Article XI – Employee Evaluation Procedures, Article XIV – Leaves, Article XV – Reimbursement, Expenses & Materials, Article XIX – Classification and Article XXIV – Term of Agreement) between the San Bernardino City Unified School District and California School Employees Association and its Chapter 183.

- 5.2 Tentative Agreement (Article VII – Unit Member’s Rights and Article XI - Wages) Between the San Bernardino City Unified School District and Communications Workers of America (CWA)
(Prepared by Human Resources)

On July 17, 2019, the District and the Communications Workers of America Local 9588 (CWA) agreed to the following Tentative Agreement regarding unit member’s rights and wages. 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 CWA, 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.

**TENTATIVE AGREEMENT
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
AND
COMMUNICATIONS WORKERS OF AMERICA LOCAL 9588**

This Tentative Agreement is made and entered on this 17th day of July 2019 between the San Bernardino City Unified School District, (hereinafter referred to as “District”) and the Communications Workers of America Local 9588 (hereinafter referred to as

“Association”).

All terms and conditions of the current Collective Bargaining Agreement shall remain in full force and effect beginning this 17th day of July 2019 through June 30, 2022 with the following exceptions:

ARTICLE VII- UNIT MEMBER’S RIGHTS

Section 5--Personal Necessity Leave.

Unit members who have worked fifty (50) or more days in the academic school year, may be eligible for personal necessity leave. Unit members may use accrued sick leave in cases of personal necessity. The time used shall be deducted from and shall not exceed the number of full-paid days of sick leave to which the unit member is entitled. Personal necessity leave may be taken in half day increments.

A. Unit members may use all or part of annual personal necessity days for personal emergencies. The unit member is required to give the District as much advance notice as possible and submit a District form setting forth the reasons for the leave in order to receive payment. In extraordinary circumstances, the District may grant more than 24 hours of Personal Necessity Leave. Personal Necessity Leave for emergencies shall include any of the following:

- (1) The death of a relative who is not a member of the immediate family, a close friend, a District employee or student of a District school, or the death of a member of the unit member's immediate family.
- (2) An unforeseen crisis involving the unit member's property or the person or property of a member of the unit member's immediate family. Such unforeseen crisis must (a) be serious in nature, (b) involve circumstances the unit member cannot disregard, and (c) require the attention of the unit member during such unit member's assigned hours of service.
- (3) An illness, including pregnancy of unit member's spouse, of a member of the unit member's immediate family as defined above, serious in nature, which, under the circumstances, the unit member cannot disregard, and which requires the attention of the unit member during such unit member's assigned hours of service.
- (4) Imminent danger to the home of a unit member occasioned by a factor, such as a flood or fire, serious in nature, and which requires the attention of the unit member during such unit member's assigned hours of service.

Determination of what constitutes personal business for a given individual shall be the responsibility of that unit member. The unit member using Personal Necessity Leave for compelling personal business shall be required to file a written statement on a District form with Human Resources that such leave was not used for any of the following purposes:

- 1.Recreation.
- 2.Engaging in other employment, including self-employment, either direct or indirect.
- 3.Employee organization activity.

4. Work stoppage, strike, or other concerted activity directed against the District.

5. Any illegal activity.

A request for Personal Necessity Leave for personal business must be submitted on a District form to the unit member's supervisor and Human Resources department, three (3) workdays in advance of requested leave date, except where such advance notice is not possible due to circumstances beyond the control of the unit member. No more than five percent (5%) of the unit members at a work site may use Personal Necessity Leave for personal business on the same day. Such leave may never be used the first or last five (5) days of each semester, or the day before or after a scheduled holiday or recess.

C. In addition to the personal necessity days set forth in Section 5(A) above, unit members shall be entitled to use a portion of their accrued and available sick leave each school year, not to exceed the amount accrued during 1/2 of the employee's regular work year, to attend to an illness of a child, parent, spouse, or domestic partner of the employee pursuant to "Labor Code Section 233". In no case, shall the leave available under Labor Code 233, exceed four (4) days. The unit member shall not be required to secure advance permission of such leave, but will be required to submit a District form, identifying such leave as "Labor Code Section 233", setting forth the reason(s) for the leave in order to receive payment. The time used shall be deducted from shall not exceed available sick leave to which the unit member is entitled. As used in this Section the following definition shall apply:

- 1. "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis.**
- 2. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.**

Should Section 233 of the Labor Code be repealed, this provision of the contract will no longer be applicable.

D. Unit members will be subject to appropriate discipline if the Personal Necessity Leave was used for purposes other than verified on District forms.

ARTICLE XI- WAGES

The regular rate of pay for each position in the bargaining units shall be as set forth for each class in the salary schedule attached as Appendices A incorporated as a part of this Agreement.

Effective July 1, 2019, upon Board approval, substitute teacher unit members shall receive a two and a half percent (2.5%) raise.

Section 4--District Identified Minimum Days.

A. Unit members who work less than 3 ¾ hours will be paid half of their daily rate. If the unit member works 3 ¾ hours or more they are paid their full daily rate. **If a unit member accepts a full day assignment, and elects not to work for the full day, the unit member will be paid a pro-rated hourly rate for hours worked.**

CONDUCT PUBLIC HEARING

BE IT RESOLVED that the Board of Education adopts the Tentative Agreement (Article VII – Unit Member’s Rights and Article XI - Wages) between the San Bernardino City Unified School District and Communications Workers of America (CWA)

5.3 Public Hearing of the Tentative Agreement (Article VI – Wages, Article IX – Hours, Article XIV – Reimbursement, Expenses & Materials, and Article XXIII – Term of Agreement) between the San Bernardino City Unified School District and the San Bernardino School Police Officers Association (SBSPOA)

(Prepared by Human Resources)

On August 8, 2019, the District and the San Bernardino School Police Officers Association (SBSPOA) agreed to the following Tentative Agreement regarding wages, hours, reimbursement, expenses & materials, and term of agreement. In addition, the required forms have been filed with the County Superintendent of Schools for review. During this review, the County Superintendent of Schools will determine the impact of the tentative agreement(s) to the collective bargaining agreement(s) on the District’s budget, ending balance, and general fund reserves. The summary of the Tentative Agreement with the SBSPOA, 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.

**TENTATIVE AGREEMENT
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
AND
SAN BERNARDINO SCHOOL POLICE OFFICERS ASSOCIATION**

This Tentative Agreement is made and entered on this 8th day of August 2019 between the San Bernardino City Unified School District, (hereinafter referred to as “District”) and the San Bernardino School Police Officers 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 8th day of August 2019 through June 30, 2021 with the following exceptions:

Retroactive to July 1, 2019, the salary schedule as referenced in Appendix A will be increased in the following manner:

2.5% increase to salary schedule for 2019-2020 and an additional

2% increase to salary schedule for 2020-2021

ARTICLE VI - WAGES

Section 1--Regular Rate of Pay.

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

increments as set forth in Section 2.

Section 2--Longevity Increments.

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

- A. Unit members who have completed ten (10) years of service shall receive a one-half ($\frac{1}{2}$) range (approximately 2%) increase over base salary, effective upon the unit member's eleventh (11th) anniversary.
- B. Unit members who have completed fifteen (15) years of service shall receive a one-half ($\frac{1}{2}$) range (approximately 2%) increase over base salary, effective upon the unit member's sixteenth (16th) anniversary.
- C. Unit members who have completed twenty (20) years of service shall receive a one-half ($\frac{1}{2}$) range (approximately 2%) increase over base salary, effective upon the unit member's twenty-first (21st) anniversary.
- D. Unit members who have completed twenty-five (25) years of service shall receive a one-half ($\frac{1}{2}$) range (approximately 2%) increase over base salary, effective upon the unit member's twenty-sixth (26th) anniversary.

Section 3--Application of Salary Schedule.

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

- A. Initial appointment for unit members shall be at the first (1st) step of the salary range for the class. In unusual circumstances, initial appointment may be at a higher step with the approval of the Superintendent or his designee. Such unusual circumstances shall be based upon difficulty of recruitment or the need to appoint an individual with education, training, or experience, which exceeds the minimum requirements for the job.
- B. Step advancement from the first step to the second step of the salary range shall be made upon the completion of the probationary period.
- C. All other advancements on the salary range shall be made on an annual basis on either a January 1 or July 1 increment date. Unit members who receive their first step increase, as provided for in subsection "B" of this Section, on April, May, June, July, August, or September shall have a July 1st increment date. Unit members who receive their first step increase, as provided for in subsection "B" of this Section, on October, November, December, January, February, or March shall have a January 1st increment date.
- D. Unit members who have been promoted to a higher class shall be advanced to the next succeeding step on the salary schedule upon completion of the one (1) year probationary period, (the probationary period is twelve (12) calendar months). Succeeding step advancements shall be as set forth in "C" above. Unit members who have been promoted shall be placed on a step in the appropriate salary range for the class, which shall assure a minimum of a one (1) range increase (approximately 4%).
- E. Time on any leaves without pay shall not be counted for purposes of step advancement.
- F. For the purpose of this Section, all salary step changes within range made on or before the fifteenth (15th) day of the month shall be considered as effective on the

first (1st) day of that month. Salary step changes within range made on or after the sixteenth (16th) day of the month shall be considered as effective on the first (1st) day of the following month.

- G. Unit members reclassified to a class with a lower maximum salary shall remain at their current salary ("Y" rate). The current salary shall be retained until a salary step on the new range for the new class equals or exceeds the current salary.
- H. When the salary relationship for a class is adjusted to a lower range, the affected unit members shall remain at their current salary ("Y" rate). The current salary shall be retained until a salary step for the class equals or exceeds the current salary.
- I. Unit members reclassified to a class with a higher maximum salary shall be placed on the same step in the salary range for the new class.

Section 4--Denial of Step Increases.

The District reserves the right to withhold for just cause step, and the longevity increases as set forth in Sections 2 and 3(C) of this Article. The Chief of Police may recommend denial of step, or longevity increases at any time. Any recommended denial of step or longevity increases shall be supported by a written statement to the unit member of the specific reasons. If the recommended denial is approved by the Superintendent's designee, it shall be reviewed six (6) months after the denial. If the cause for the denial has been corrected and the step or longevity increase has been withheld, it shall be instituted the first (1st) pay period following the completion of the six (6) month period. A grievance arising out of the application for this Section may be filed at level II.

Section 5--Bilingual Differential.

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

- A. This differential shall not be used in situations when only occasional use of Bilingual skills is required.
- B. To be eligible for Bilingual differential, a unit member must pass a language test and be designated for such assignment by the District. The District has the right to require periodic testing for unit members to retain their designation as Bilingual.
- C. Bilingual differential shall not be paid to unit members whose job qualifications require Bilingual skills as a condition of employment.
- D. The Bilingual designation for any unit member may be terminated at any time by the District, at which time the differential shall no longer be paid. Unit members affected by such a termination will be provided a written notification of such termination including the reason for such action.
- E. The Bilingual wage differential shall be prorated for regular part-time unit members.
- F. Unit members may petition to have their position reviewed by the District for payment of a bilingual differential. The petition must be supported by documentation over a period of not less than six (6) months showing the use of bilingual skills on a regular basis to benefit the District's operations.
- G. The District retains the sole right to determine the number and placement of

positions to be paid the Bilingual differential.

Section 6--Night Differential.

POA members who have a regularly scheduled shift start time of 6 p.m. or later shall receive a shift differential of three percent (3%) for their entire shift in addition to their regular salary.

Section 7--Field Training Officer Stipend.

A. A unit member certified as a Field Training Officer, who is assigned a trainee, will receive a stipend of \$ 3.00 per hour.

Section 8--POST Certification and Education Differentials.

A unit member's differential compensation shall be:

- POST Intermediate Certification: 6% to base pay
- POST Advanced Certification: 8% to base pay
- Associates degree: 5% to base pay
- Bachelor's degree: 7% to base pay
- Master's degree: 9% increase to base pay

Qualifying unit members shall receive both the POST Certification and Educational differentials. There shall be no stacking of POST Certification Differential pay, and no stacking of Educational Differential pay.

Section 9--SBCUSD School Police Certification Differential.

Unit members who obtain and maintain a SBCUSD School Police certification shall receive a monthly differential of \$50.00.

Section 10--Instructor Differential

Unit members who obtain and maintain certification as an instructor in a District approved course shall receive \$100.00 per month. Unit members who obtain and maintain two (2) or more certifications as an instructor in a District approved course shall receive \$150.00 per month.

Section 11--Physical Fitness Incentive

Unit members who biannually pass the District approved Physical Fitness program shall receive an annual incentive of \$1000.00. Upon the passing of each test, the unit member shall receive \$500.00. Unit members may receive this incentive once from the January 1- June 30 period. The second incentive may be received once from the July 1 to December 31st test period. The unit member shall only collect one (1) incentive once per testing period. A thirty (30) day advanced notice will be provided prior to testing. The District will offer the Physical fitness test on a quarterly basis. If a unit member does not pass the test, no incentive will be issued.

Section 12--SBCUSD School Police Certification Committee Differential

The District and the Association shall form a committee of SBSPOA members appointed by the SBSPOA President and District representatives appointed by the District.

The committee shall not exceed six (6) members- three (3) SBSPOA unit members and three (3) District representatives. The committee shall work together to develop an

advance, District specific certification program and physical fitness program and make recommendations on its contents to the respective negotiations teams for consideration in the section of Article VI Wages (Section 9 SBCUSD School Police Certification Differential and Section 11 Physical Fitness Incentive). The committee shall make a final recommendation to the respective negotiations teams no later than March of each fiscal year. The agreed upon certification model shall begin July 1 of each fiscal year. SBSPOA unit members appointed to the committee shall be compensated their hourly rate.

ARTICLE IX - HOURS

Section 1--Workday/Workweek.

- A. The District may establish an eight (8) hour, five (5) day; ten (10) hour, four (4) day (4/10); or twelve (12) hour, three (3) day (3/12) workweek schedule. The regular workday for full-time unit members shall consist of an eight (8) hour, five (5) day; ten (10) hour, four (4) day (4/10) or twelve (12) hour, three (3) day (3/12) work schedule and shall be inclusive of lunch. For a 3/12 work schedule, unit members will have one (1) eight (8) hour "buy back" work day every other week.
- B. The District has the right to extend the regular workday, as it deems necessary to carry out the District's business. The District has the right to establish the regular daily work hours for unit members. Any change in a unit member's regular daily work schedule shall be based on the business needs of the District and shall not be arbitrary or capricious. In the event of pre-approved vacation, reporting time, comp time, furlough days, or other pre-scheduled event, the District shall notify the Unit member of the need for change no later than five (5) days of the affected Unit member's working days, prior to the necessary change.

Section 2--Lunch Break.

School Police Officers shall be entitled to a lunch period of no less than thirty (30) minutes inclusive of hours worked, which may not be duty free.

Section 3--Work Schedules for Sworn Unit Members

- A. The intent of this section is to ensure unit members gain experience working all shift assignments, not including unit member's time spent in the Field Training Officer Program.
- B. School Police Officers shall be scheduled on a regular roster for a fiscal year and be posted at least four (4) weeks in advance. School Police Officers assigned as a School Resource Officer (SRO) may be scheduled on a regular roster for two (2) fiscal years. Unit members may request, in writing to the Chief of School Police or designee, a change in shift in the event of an unforeseen emergency or personal need.
- C. Emergency situations, including, but not limited to, absence of school police and security personnel, special security needs of the District, and periods of campus or community unrest threatening the safety of students, staff members, or property of the School District, shall be cause to change the posted schedule. Such changes shall be communicated to the affected Unit member(s) as soon as the need for such change is known.
- D. Shift assignment is defined as School Resource Officer (SRO), patrol days or patrol nights. Different days off on a specific shift assignment are not considered a

different shift assignment for the purpose of bypassing the four (4) year rotation. Unit members shall be allowed to select their shift assignments based upon seniority within the department.

- a. Unit members selecting the School Resource Officer (SRO) shift assignment shall:
 - i. Select their specific campus; and
 - ii. Select by seniority from fifty percent (50%) of the schools that are assigned School Resource Officers (SROs) prior to the District assigning new hires.
 - b. At the time of scheduled bidding, the District may use up to fifty percent (50%) of the schools that are assigned School Resource Officers (SROs) for assigning new hires.
 - c. In the event that an odd number of schools are assigned School Resource Officers (SROs), the District and the SBSPOA shall alternate the selection of the additional school. The first scheduled bidding with an odd number of schools assigned School Resource Officers (SROs) will be designated to the SBSPOA.
- E. Officers that have had the same shift assignment for four (4) consecutive years may be required to rotate to a different shift assignment for the following fiscal year. The District may change a shift for any of the following reason(s):
1. To ensure all officers have worked at least one (1) fiscal year in each of the shift assignments over a period of eight (8) years.
 2. To ensure that each shift assignment has at least one (1) officer with at least three (3) years of experience with the SBCUSD School Police Department in the event that there are no officers with at least three (3) years of experience available; or
 3. In the event that an officer has specialized knowledge to handle a particular case, the officer may be moved during the duration of that case; or
 4. To assist with a short-staffed shift for a limited duration for no longer than ninety (90) days.
 5. To fill a vacancy.
 - i. In the event of a vacancy, during a non-bid period, the District will ask for volunteers to fill the vacant assigned shift. If a suitable volunteer replacement is not found, the District shall select the least senior officer and place him in the vacancy. The least senior officer shall be selected from the assigned shift that will be the least affected by the new vacancy. The selection shall be in accordance with the rules of this Article.

Specialized assignments shall be made at the District's discretion.

New hires are defined as unit members who have not satisfied the following requirements:

1. Must work at least two (2) of their first five (5) years as an SRO (School Resource Officer); and
2. Must work one (1) of their first five (5) years on patrol nights.

New hires shall be assigned at the discretion of the District and after successful completion of their probationary period. Placement of such a Unit member on any

given shift shall displace the Unit member with the least seniority already on that shift if no other volunteer exists.

Section 4--Overtime Compensation.

Unit members shall be paid at the overtime rate of one and one-half (1½) times their regular hourly rate of pay. The overtime rate shall be paid under the conditions set forth below in this Section 4.

- A. All hours the unit member is required to work in excess of their regular workday.
- B. All hours the unit member is required to work in excess of forty (40) hours in any regular workweek.

Section 5--Required Overtime.

The District reserves the right to require unit member to work overtime, in accordance with the provisions set forth here. Prior to requiring any unit member to work unplanned or unscheduled overtime, the District must first seek volunteers utilizing a rotating seniority-based roster. Thus, the District will offer the overtime to the most senior unit member. This roster will then rotate so that for the next overtime event, the next senior unit member will be offered the overtime. In the event that there are no volunteers, the District will utilize a reverse non-rotating seniority roster for requiring unit members to work such overtime. Thus, if no volunteers exist, the District will order the least senior unit member to work the overtime. A unit member may not be forced to work over time if another qualified unit member is available and volunteers for the assignment.

Section 6--District Business Guarantee.

Unit members required to work during scheduled time off to meet training requirements, attend expulsion hearings, ~~SARB meetings~~ or to appear as a result of a subpoena on behalf of the District, shall be entitled to a minimum of three (3) hours' compensation and be paid at the appropriate rate as set forth in this Agreement. This shall not include an extension of shift where normal overtime compensation would apply.

Section 7--Standby.

Standby time is off-duty time in which a unit member is required to be immediately available to be called to work. While on standby, the unit member shall remain available by telephone and remain in such proximity to the District that he/she may reasonably report for duty in thirty (30) minutes or less. Unit members required to stand by shall be paid at the rate of three dollars and sixty-seven cents (\$3.67) per hour of standby shift plus time and one-half at the unit member's assigned hourly rate for all hours actually worked, with a guaranteed minimum of three (3) hours' pay for each time the unit member is called to a work site during the period the unit member is on standby. Officers on standby may be called to cover a shift overlapping with the standby time.

- A. The Department shall allow bargaining unit members to freely sign up for the standby time as they desire. The Department may involuntarily appoint members to work standby if there are not a minimum of five (5) bargaining unit members signed up on the standby schedule.
- B. The standby schedule shall be posted at least four (4) weeks in advance and contain

the dates and times each Unit member is required to be on standby.

- C. A Unit member who is scheduled to work a standby shift may find another qualified Unit member to work that shift in their place with the approval of the supervisor.

Section 8--Compensatory Time.

In lieu of overtime pay, the District may offer the unit member compensatory time at the rate of one and one-half (1½) hours for each overtime hour worked. The unit member may accumulate compensatory time not to exceed two hundred (200) hours. Compensatory time shall be used within eighteen (18) months of the date it was earned. Compensatory time shall be used during periods, which do not impair the operation of the District, as determined by the District.

Section 9--Compressed Workweek.

- A. The District may establish a ten (10) hour-per-day, forty (40) hour-per-week work schedule within four (4) consecutive days for certain unit members. The District may also establish other modified work weeks (i.e. 3-12's, 3-13's etc.) through negotiations with the POA. The overtime rate set forth in this Article shall be paid under the conditions set forth below when this section is implemented.
1. All hours the unit member is required to work in excess of ten (10) hours in any regular workday.
 2. All hours the unit member is required to work in excess of forty (40) hours in any regular workweek.
- B. Holidays, sick leave, vacation, and other leaves taken while on the compressed workweek shall be charged on an hour-for-hour basis.

Section 10: Telephone calls while off duty.

Unit members are required to return telephone calls while off duty within two hours of the call or within a reasonable time frame.

If the unit member receives a telephone call while off duty regarding a work-related issue that can be handled remotely, he/she shall be paid a minimum of two hours at the appropriate rate as set forth in this Agreement. Multiple telephone calls regarding the same issue will be compensated as one telephone call.

If the unit member receives a telephone call while off duty regarding a work-related issue that requires the employee to come into work, then the employee will be compensated per Article IX – Hours, Section 6 – District Business Guarantee.

ARTICLE XIV – REIMBURSEMENT, EXPENSES & MATERIALS

Section 1--Uniforms/Equipment

The District requires School Police to wear distinctive uniforms. The initial set of uniforms, as required by the District, shall be purchased by the District. The District shall provide for needed repair and replacement of uniform items. The District will use an authorized vendor for officers to electronically order uniforms that need repair or replacement. Procedures for ordering will be on file at School Police department.

- A. The District shall be the sole judge of whether a uniform item is in need of repair or replacement. The unit member is responsible for the reasonable use, maintenance,

and care of District uniform/equipment items. The District shall provide each unit member with the following:

- 2 (two) Patrol Bags- duty bags
- 4 (four) Short Sleeve Shirts- (Blue)
- 1 (one) Long Sleeve Shirts- (Blue)
- 5 (five) Trouser- (Blue)
- 1 (one) Jacket- (Black)
- 1 (one) Raincoat
- 1 (one) Sam Brown Belt- Nylon or Leather
- 4 (four) Keepers
- 1 (one) Trouser Belt
- 1 (one) Gun Holster
- 1 (one) Ammo Case- Double Pouch
- 2 (two) Standard Handcuffs
- 2 (two) Handcuff Case
- 1 (one) Tear Gas Case Holder with cover (small)
- 1 (one) Flashlight holder with cover
- 1 (one) Rechargeable Flashlight
- 1 (one) Radio Holder
- 1 (one) Baton 26"
- 1 (one) Baton Holder
- 1 (one) Body armor active shooter response plate carrier with 2 rifle plates
(Minimum of Level IV rifle plates)
- Exchange/replace every (5) years Ballistic Vest (Black, Minimum of Level II)
- As needed Black Tie
- 1 (one) Name Tag (Silver with Black letters)
- 1 Firearm
- 3 (three) magazines for assigned weapons

- B. The District shall reimburse a Unit member an amount not to exceed one-hundred fifty dollars (\$150) one time per twelve calendar months for the purpose of purchasing work boots as part of the uniform. The original receipt shall be submitted to School Police for processing no less than two weeks after the purchase. If the cost of the boots exceeds one-hundred fifty dollars (\$150), a maximum of one-hundred fifty dollars (\$150) will be reimbursed to the Unit member. The District shall provide equipment it requires for use by unit members in the performance of their assigned duties. Unit members may provide their own equipment for use in the course of employment, with the written approval of the District.**
- C. The District shall provide laundry service for uniforms up to \$50.00 a month through a District authorized vendor. Laundry service will include pick up and drop off from the School Police station.**

Section 2--Replacing or Repairing Employees' Property

- A. The District shall pay the cost of replacing or repairing property of a unit member, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by a unit member, when such item is stolen or damaged in the line of

duty without fault of the unit member. The vehicle of a unit member, when damaged by a malicious act, shall be repaired subject to limitations set forth in this Section.

- B. The District shall pay the cost of replacing or repairing tools or other property of a unit member lost or damaged due to fire, burglary, or vandalism while such property is at the work site of a unit member, provided the unit member has received written authorization on District-provided forms to bring such personal property to the work site.
- C. Payment by the District under this Section 3 is limited to the following:
- (1) Payment under subsection "B" above shall be limited to property brought to the District.
 - (2) The claim must be filed on District forms within thirty (30) days of the date of loss. The claim shall be accompanied by all required documentation, including, but not limited to, receipts, insurance coverage, warranties, and proof of original purchase. The loss must be promptly reported to School Police. The employee shall attach a police report to the claim
 - (3) The minimum claim shall be ten dollars (\$10.00).
 - (4) The maximum claim paid shall not be in excess of the value of the item at the time of the loss or damage, and in no case shall exceed three hundred- twenty dollars (\$320.00) per item lost or damaged or five-hundred-thirty dollars (\$530.00) per single occurrence involving the loss or damage of multiple items, but in no case shall exceed:
 - a) The lesser of the unit members deductible;
 - b) The actual cost of repairing;
 - c) The actual cost of the item.

Claims for wheel covers and rims shall not exceed thirty dollars (\$30.00) for each wheel or one hundred-twenty dollars (\$120.00) per single occurrence.

- (5) Items lost or damaged through unit member negligence or as a result of the failure of the unit member to take reasonable steps to safeguard the property shall not be reimbursed as provided for in this Section.
- (6) If the person causing the loss is known, every reasonable effort must be made by the unit member to obtain reimbursement from the person before the District will consider the claim. This could include actions in Small Claims Court or other appropriate legal action.
- (7) If the unit member has insurance that would cover the loss, then it shall be considered primary. The District will pay the amount not covered, such as a deductible.
- (8) Vehicle accessories, including, but not limited to, tape decks, stereo sets, and CB or other two-way radios, when not factory or dealer installed in the vehicle, shall not be included for reimbursement.
- (9) Automobile claims are subject to the following claim limits:
 - a) The unit member's automobile must be engaged in District work.
 - b) Damage must be by malicious act or vandalism.
 - c) Collision claims and personal property taken from the vehicle are excluded from coverage under this Article.
 - d) The claim form must be supported by the following documentation:
 - i. Two (2) repair estimates must be submitted with claims in excess

- of two hundred dollars (\$200).
- ii. Proof of completed repair showing amount paid.
 - iii. Proof of insurance showing coverage and deductibles at time of loss.
 - iv. Any other documentation requested by the Employee Property Reimbursement Committee.

Section 3--Unit Member's Responsibility.

Unit members shall be responsible for all tools, equipment, keys, uniforms, etc., issued to them by the District. All such District property shall be returned to the District upon termination of employment or as otherwise directed by the District. Unit members shall reimburse the District for all items lost, damaged, or stolen as a result of the unit member's negligence.

Section 4--Medical Examinations.

The District may require Unit members to undergo medical examinations as a condition of employment or continued employment and pay the full cost of any such examination. Only the Superintendent, or his/her designee, can order such exams.

Section 5--Meals and Lodging.

The District shall pay the actual cost of lodging when unit members are required to be out of the District on District business. Unit members shall be reimbursed for the cost of necessary meals when out of the District as provided for in District Policy.

Section 6-- Mileage Reimbursement.

Unit members authorized by the District to use their personal cars in fulfilling a work assignment shall be reimbursed at the rate established at the beginning of each fiscal year, which shall not be less than the current rate set by the Internal Revenue Service. Unit members covered by this section shall not receive a mileage reimbursement that is less than that paid by the District to any other group of District employees. It is understood and agreed that unit member travel between home and work sites is exempt from this provision. It is further understood and agreed that this reimbursement shall be payment in full for all car operating, maintenance, repair, and insurance costs resulting from such use.

Section 7--Tuition Reimbursement.

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

- A. Requests for reimbursement of tuition costs must be approved in advance by the Employee Tuition Reimbursement Committee. In addition, applicants shall submit a description of the course(s) content and its applicability to their current position. Reimbursement shall not be made in increments of less than fifteen dollars (\$15) per application. Tuition for upper-division classes shall be limited to seventy-five percent (75%) charged by the California State University System. Tuition for

- lower-division classes shall be limited to seventy five percent (75%) of the amount charged by the Community College District. The tuition reimbursement is paid after satisfactory completion of the course(s) with a grade of "C" or better and verification of grade(s) and costs.
- B. An ongoing committee, consisting of two (2) members appointed by POA, two (2) members appointed by the District and chaired by the District's chief Human Resources officer or designee, shall evaluate each application based upon the relevancy of the training to the needs of the District, as related to the applicant's present position. The decision of the committee shall be final and binding, and **shall not be subject to the grievance procedure set forth in Article XVI.**
 - C. There shall be a fund of ~~\$5,000~~ 15,000 available for purposes of implementation of this Section 9.
 - D. Unit member-initiated education or training shall not be considered as time actually worked and normally shall not occur during regular workhours.
 - E. Unit members receiving tuition reimbursement must continue to work for the District for not less than one (1) calendar year after the completion of the course(s). Termination of employment within one (1) calendar year after completion of the course(s) will result in a payroll deduction of the tuition reimbursement from the unit member's final pay warrant.

ARTICLE XXIII - TERM OF AGREEMENT

Section 1--Duration.

Except as otherwise provided herein and in Section 2 below, this Agreement shall remain in full force and effect from ~~October 27, 2015~~ July 1, 2018 through June 30, ~~2021~~ 2018. The District and the Association shall reopen negotiations in accordance with Article XXIII, Section 2, no later than ~~April 2, 2016~~ for 2016-2017 April 2, 2021.

Section 2--Renegotiation of Wages and Benefits.

No sooner than ~~June~~ April 1 and no later than ~~July~~ April 30 of each year 1, 2013, either Party may submit an initial proposal for renegotiation of wages as set forth in Section 1 of Article VI, and Benefits as set forth in Article VII. POA and the District each may submit one (1) additional Articles of this Agreement for renegotiation along with the wages for the annual salary and benefits renegotiations. The renegotiations shall promptly commence after public notification requirements of Government Code Section 3547 have been satisfied.

Section 3--Successor Negotiations.

Preceding expiration of this Agreement, POA shall present its initial proposals.

Section 4--Amendment.

This Agreement shall not be opened during the term of this Agreement except by specific reference in this Agreement or by specific written mutual consent of the Parties.

CONDUCT PUBLIC HEARING

BE IT RESOLVED that the Board of Education adopts the Tentative Agreement

(Article VI – Wages, Article IX – Hours, Article XIV – Reimbursement, Expenses & Materials, and Article XXIII – Term of Agreement) between the San Bernardino City Unified School District and the San Bernardino School Police Officers Association (SBSPOA)

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 Administrative Presentation

8:00 pm

7.1 Special Education Update (Prepared by Continuous Improvement)

Dr. Monárrez, Assistant Superintendent of Continuous Improvement, and Dr. Howana Lundy, Director of Special Education/SELPA, will provide an update on the development of the Special Education Strategic Plan and next steps.

SESSION EIGHT

8.0 Reports and Comments

9:00 pm

8.1 Report by San Bernardino Teachers Association

8.2 Report by California School Employees Association

8.3 Report by Communications Workers of America

8.4 Report by San Bernardino School Police Officers Association

8.5 Comments by Board Members

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

8.6 Comments by Superintendent and Staff Members

The Superintendent and other members of the management staff may discuss events and future activities significant to the school district.

SESSION NINE

9.0 Consent Calendar

9:45 pm

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

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

It is recommended that the following resolutions be adopted:

BOARD OF EDUCATION

9.1 Approval of Minutes

(Prepared by Superintendent's Office)

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

9.2 Payment of SANDABS Membership Dues, 2019-20

(Prepared by Superintendent's Office)

BE IT RESOLVED that San Bernardino County District Advocates for Better Schools (SANDABS) are 'superintendents and trustees dedicated to the promotion and advancement of public education through legislation in the State of California'. Section 35172 of the Education Code provides for the payment of membership dues from district funds.

BE IT FURTHER RESOLVED that the Board of Education approves payment of \$2,000.00 to San Bernardino County District Advocates for Better Schools (SANDABS) for the 2019-20 membership dues.

DEPUTY SUPERINTENDENT

9.3 Agreement with MVN Motor Vehicle Network, A Division of RNS Communications, Inc., Norwalk, CT, for Advertising at the Department of Motor Vehicles, San Bernardino Office

(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with MVN Motor Vehicle Network, a division of RNS Communications, Inc., Norwalk, CT, for advertising at the Department of Motor Vehicles, San Bernardino office, effective August 22, 2019 – July 22, 2020. The cost, not to exceed \$11,475.00, will be paid from the Unrestricted General Fund – Communications, Accounts 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

BUSINESS SERVICES

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

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

SITE	DONOR	DONATION AND PURPOSE	AMOUNT	VALUE
Emmerton Elementary School	San Bernardino Fatherhood, Highland, CA	To sponsor perfect attendance incentives	\$100.00	
Emmerton Elementary School	Santa Claus, Inc. San Bernardino, CA	Toys, Christmas wraps, cards, and clothing to help with Christmas incentive store		\$3,000.00
Emmerton Elementary School	Santa Claus, Inc. "YES", San Bernardino, CA	Clothing to help with Emmerton clothes closet		\$2,286.00

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

Requester: Various

Approver: Associate Superintendent Business, Facilities, and Operations

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

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

Requester: Director, Accounting Services

Approver: Associate Superintendent Business, Facilities, and Operations

9.6 Establishment of School Facility Sub Fund
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the establishment of the Sub Fund in the School Facilities Project Fund 35 for the Pacific High School CTE project. On June 11, 2019, the State Allocation Board processed the Application for CTE School Facility Project (55/67876-00-001) for Pacific High School in the amount of \$3,000,000.00. San Bernardino County Superintendent of Schools requests the district establish a Sub Fund within Fund 35 School Facilities Project to properly account for this funding.

Requester: Director, Fiscal Services

Approver: Associate Superintendent Business, Facilities and Operations

9.7 Establish Student Body Association at Lankershim Elementary School
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves organization of a Student Body Association at Lankershim Elementary School effective fiscal year 2019-2020 in the San Bernardino City Unified School District.

BE IT FURTHER RESOLVED that the Board of Education authorizes Lankershim School to establish a checking account in the name of the school's Student Body Association.

Requester: Director, Accounting Services

Approver: Associate Superintendent Business, Facilities, and Operations

9.8 Ratification of Amendment No. 1 to the Agreement with All City Management Services, Inc., Santa Fe Springs, CA, RFP No. 03-14, Crossing Guard Services
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratification and amending the agreement with All City Management Services, Inc., Santa Fe Springs, CA, RFP No. 03-14, Crossing Guard Services, approved on May 6, 2014, Agenda Item No. 8.54. The amendment is to extend the term of the agreement from June 30, 2019 to June 30, 2020 to allow the District time to issue a new RFP. The cost, not to exceed \$622,392.00 payable at an hourly cost per crossing guard of \$19.29, will be paid from the Unrestricted General Fund – Crossing Guards, Account No. 189.

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

Requester: Manager, Safety/Emergency Management

Approver: Associate Superintendent Business, Facilities, and Operations

9.9 Ratification of Approved Change Orders from June 1 – June 30, 2019
(Prepared by Facilities/Operations)

BE IT RESOLVED that the Board of Education approves ratification of the District approved change orders from June 1 – June 30, 2019 for the District construction projects:

Bid No. F18-12, Athletic Field Improvements at Five Sites – Turf Replacement, five (5) scope changes for over excavations, provide new sports field soccer goal, relocate and reuse H goal posts, and scope change for export top soil to designated location, not to exceed (\$106,843.83) brings the total contract amount to \$2,738,103.17, will be paid from Funds 21, 25, 35 and 40. All other terms and conditions remain the same.

Requester: Director, Facilities Planning and Development

Approver: Associate Superintendent Business, Facilities, and Operations

9.10 Renewal of the Consulting Services Agreement with Public Economics, Inc., Orange, CA, to Provide Consulting Services Regarding Former Redevelopment Agencies
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the consulting services agreement with Public Economics, Inc., Orange, CA, to provide consulting services regarding former redevelopment agencies, effective August 21, 2019 – June 30, 2022. Services include collection of IVDA agreement pass-throughs owed to District for post-RDA dissolution years; refine previous estimates by consultant and collection of post-RDA dissolution underpayments from IVDA; compliance audit of non-IVDA pass-throughs; annually update compliance audit of all pass-throughs; and provide technical support to the District. The cost, not to exceed \$125,000.00 at an hourly rate of \$290.00 for principal consultant will be paid from the 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

CONTINUOUS IMPROVEMENT

9.11 Ratification of Amendment No. 4 to Agreement with Maxim Staffing Solutions, Glendale, CA, to Provide Health Care Providers for Special Education Students with Special Needs
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratifying and amending the agreement with Maxim Staffing Solutions, Glendale, CA, approved on July 18, 2017, Agenda Item No. 7.50. This amendment is to increase the contract amount by \$989,600.00 for health care providers increasing the contract amount from \$2,010,400.00 to a not to exceed contract amount of \$3,000,000.00 annually. The additional cost will be paid from the Restricted General Funds – Special Education-Central, Account No. 827 and Special Education Idea Basic Local Assistance Entitlement, Account No. 801. 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, Special Education

Approver: Assistant Superintendent, Continuous Improvement

EDUCATIONAL SERVICES

- 9.12 Agreement with Consortium on Reaching Excellence in Education, Inc., Placerville, CA, to Provide Professional Development on the Early Literacy Reading Academy
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Consortium on Reaching Excellence in Education, Inc., Placerville, CA, to provide four (4) days of training of trainers on CORE Early Literacy Reading Academy for 20 teachers and program specialists at a cost per participant of \$1,193.50, effective August 21, 2019 – June 30, 2020. The cost, not to exceed \$23,870.00 includes the cost of materials will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

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

Requester: Director, Elementary Instruction
Approver: Assistant Superintendent, Educational Services

- 9.13 Agreement with Pearson K12 Learning, LLC, Chandler, AZ, to Provide Coaching for Change Mathematics Professional Development
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Pearson K12 Learning, LLC, Chandler, AZ, to provide 34 days of Coaching for Change mathematics professional development for 1,360 teachers and administrators at a cost per participant of \$74.81, effective August 21, 2019 – June 30, 2020. Participants will explore the conceptual and procedural understanding of mathematics with a focus in areas of numbers system, multiplication, division, and fractions. The cost, not to exceed \$101,745.00 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, Elementary Instruction
Approver: Assistant Superintendent, Educational Services

- 9.14 Agreement with Teacher Created Materials Publishing, Huntington Beach, CA, to Provide English Language Development Professional Development
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Teacher Created Materials Publishing, Huntington Beach, CA, to provide eight (8) full-day professional development around developing a plan for rolling out Integrated ELD framework and strategies for 280 secondary teachers to support English learners and at-risk students at a cost per teacher of \$171.43, effective September 4, 2019 – June 29,

2020. The cost, not to exceed \$48,000.00 at a daily cost of \$6,000.00 will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

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

Requester: Director, English Learner Programs

Approver: Assistant Superintendent, Educational Services

9.15 Agreement with The Regents of the University of California Los Angeles, Curtis Center, to Provide Mathematics Professional Development
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with The Regents of the University of California Los Angeles, UCLA Curtis Center, to provide 30 days of professional development to increase student achievement in mathematics for 200 teachers at a cost per teacher of \$1,758.00, effective August 21, 2019 – June 30, 2020. The professional development will include completion of the high school honors scope and sequence, creation of high school honors curriculum guides, review and modification of continuation school scope and sequence, and hosting the annual Curtis Center Math and Teaching Conference. The cost, not to exceed \$351,600.00 at a daily cost of \$11,720.00 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

9.16 Ratification and Amendment to the Extended Field Trip, Arrowview Middle School, Dual Program University Experience/Campus Tours, Multiple Northern California Locations
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves the ratification to amend the extended field trip for Arrowview Middle School, Dual Program University Experience/Campus Tours, in Multiple Northern California locations, approved on May 21, 2019, Agenda Item No. 10.25. This amendment is to increase the number of chaperones; District employees from 5 to 7 and adult chaperones from 1 to 2. There is no additional cost. All other terms and conditions remain the same including approved funding for transportation. **Requester: Site**

Requester: Principal, Arrowview Middle School

Approver: Assistant Superintendent, Educational Services

- 9.17 Renewal of the Agreement with Voyager Sopris Learning, Inc., Dallas, TX, to Provide Step Up to Writing Professional Development
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with Voyager Sopris Learning, Inc., Dallas, TX, to provide 20 days of Step Up to Writing professional development for 600 teachers at a cost per teacher of \$66.66, effective August 21, 2019 – June 30, 2020. The professional development will focus on lesson modeling, curriculum review, data analysis, side-by-side coaching, classroom visits, data management, assessment support, differentiation coaching, and goal setting. The cost, not to exceed \$40,000.00, 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, Elementary Instruction
Approver: Assistant Superintendent, Educational Services

HUMAN RESOURCES

- 9.18 Ratification of the Agreement with The Regents of the University of California, on Behalf of the University of California, Riverside, Graduate School of Education, for Student Teaching Experience
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratification of the agreement with The Regents of the University of California, on behalf of the University of California, Riverside, Graduate School of Education, for student teaching experience, effective July 31, 2019 – June 30, 2021. The University's students will participate in the duties and functions of classroom teaching under the direct supervision and instruction of the District. **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

- 9.19 Ratification of the Agreement with The Regents of the University of California, on Behalf of the University of California, Riverside, Graduate School of Education, for the Teacher Internship Credential Program
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratification of the agreement with The Regents of the University of California, on behalf of the University of California, Riverside, Graduate School of Education, for the teacher internship credential program, effective July 31, 2019 – June 30, 2021. The University's students will

participate in the duties and functions of classroom teaching under the direct supervision and instruction of the District. **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

STUDENT SERVICES

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

BE IT RESOLVED that the Board of Education approves entering into an agreement with Children’s Resources, Inc., Fontana, CA, to provide Bully Prevention Parent Workshops at ten District Family Engagement Centers located at District school sites to approximately 800 parents at a rate of \$125.00 per parent for a total of 50 parent workshops at a cost of \$2,000.00 per workshop, effective September 4, 2019 – June 30, 2020. The workshops will teach parents how to speak with their children about the issue of bullying, promote conflict resolution strategies, teach empathy and understanding, and protect children through collaboration with school staff and community resources. The 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/Approver: Assistant Superintendent, Student Services

- 9.21 Agreement with Hablame Talk for Me Language Services, Fontana, CA, to Provide Interpretation and Translations Services
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Hablame Talk for Me Language Services, Fontana, CA, to provide interpretation services for the District at a rate of \$125.00 per two-hour session and translation services at a rate of \$50.00 per hour, effective September 3, 2019 – June 30, 2020. The cost, not to exceed \$4,000.00 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, Specialized Programs

Approver: Assistant Superintendent, Student Services

9.22 Agreement with College Board, New York, NY, to Provide Instructional Resources and Formative Assessments
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with College Board, New York, NY, to provide instructional resources and formative assessments through printed materials and College Board's website for Richardson PREP HI, effective August 21, 2019 – June 30, 2020 with the option to extend annually at the sole discretion of the District for a term no longer than five years. The cost, not to exceed \$13,340.80 will be paid from the Restricted General Fund – Elementary and Secondary Education Act Title I (ESEA), 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, Richardson PREP HI
Approver: Assistant Superintendent, Student Services

9.23 Agreement with Hatching Results, LLC, San Diego, CA, to Provide Professional Development for District Counselors
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Hatching Results, LLC, San Diego, CA, to provide nine (9) days of onsite professional development for up to 50 high school counselors and administrators at a cost per participant of \$3,600.00, effective September 3, 2019 – June 30, 2020. Services include school counseling program handbook template and development; individual site visit/site evaluation report; access to all self-paced online learning courses and webinar resources; ASCA model program assessment, needs assessment, staff and faculty surveys; analysis, and evaluations as needed; and coaching and consultation services. The cost, not to exceed \$180,000.00, will be paid from Restricted General Fund – Title IV, Part A Student Support and Academic Enrichment, Account No. 550.

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

9.24 Agreement with Manuel Baltierra, Grand Terrace, CA, to Provide the Parent Project Program
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Manuel Baltierra, Grand Terrace, CA, to provide the Parent Project Program for approximately 25 parents per session at a cost of \$7,500.00 per session, effective September 4, 2019 – June 30, 2020. The intervention program is designed to decrease conduct disorder, aggression, reduce truancy and improve school performance. The cost,

not to exceed \$30,000.00, will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419.

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

Requester/Approver: Assistant Superintendent, Student Services

9.25 Agreement with SixtyOne Golf, Los Angeles, CA, to Provide an After-School Growth Through Competition Golf Program
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with SixtyOne Golf, Los Angeles, CA, to provide a CAPS after-school Growth through Competition Golf Program for 320 students at 16 District elementary and middle schools at a cost per student of \$406.25 for a total of 360 program hours and 50 on-course sessions, effective September 1, 2019 – June 30, 2020. The program will use competition to help continue to expand golf culture throughout the District. The cost, not to exceed \$130,000.00, will be paid from 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 Programs for Success
Approver: Assistant Superintendent, Student Services

9.26 Agreement with the University of Redlands, School of Education, Redlands, CA, for Practicum and Fieldwork Experience for Students in the Clinical Mental Health Counseling Program
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with the University of Redlands, School of Education, Redlands, CA, for practicum and fieldwork experience for students enrolled in the University of Redlands Clinical Mental Health Counseling Program, effective September 3, 2019 – June 30, 2022. The District will offer opportunities for the student to engage in a variety of fieldwork experiences under the supervision of the University and the District. **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

- 9.27 Agreement with the University of Southern California, Los Angeles, CA, for Fieldwork Experience for School Counseling Program Students
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with the University of Southern California (USC), Los Angeles, CA, for fieldwork experience for school counseling program students, effective September 3, 2019 – June 30, 2024. **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

- 9.28 Agreement with Young Visionaries Youth Leadership Academy, San Bernardino, CA, to Provide the Student Achievement Mentoring Program
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Young Visionaries Youth Leadership Academy, San Bernardino, CA, to provide the Student Achievement Mentoring Program (SAM) for 490 students at Pacific High School and ten (10) elementary schools at a cost per student of \$346.94, effective September 3, 2019 – June 30, 2020. The program is designed to address and reduce suspensions through effective implementation of positive behavior support systems. The program will seek to improve self-confidence and self-esteem, increase motivation, broaden horizons and experience of students, raise achievements and aspirations, build relationships, and establish employment development skills. The cost, not to exceed \$170,000.00, will be paid from the Restricted General Fund – Title IV, Part A Student Support and Academic Enrichment, Account No. 550.

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

- 9.29 Amendment No. 2 to the Agreement with Panorama Education, Inc., Boston, MA, to Provide Access Platform and Support, Survey Administration, Analysis, and Reporting
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves amending the agreement with Panorama Education, Inc., Boston, MA, approved on August 7, 2018, Agenda Item No. 8.20. This amendment will increase the contract amount by \$22,500.00 annually to include Panorama Student Success Platform License Fees increasing the contract amount from \$612,432.00 to a not to exceed contract amount of \$657,432.00. The additional cost will be paid from the Restricted General Fund – Learning Communities for School Success Programs, Account No. 455. 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, Student Wellness and Support Services

Approver: Assistant Superintendent, Student Services

9.30 Amendment No. 2 to the Agreement with Valdez Educational Services, San Bernardino, CA, to Provide Foster Youth Tutoring Program
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves amending the agreement with Valdez Educational Services, San Bernardino, CA, approved on October 2, 2018, Agenda Item No. 10.38. The agreement is being amended to increase the contract amount by \$23,065.00 to provide tutoring services for 200 homeless students, increasing the contract amount from \$218,000.00 to a not to exceed contract amount of \$241,065.00. The additional cost will be paid from the Unrestricted General Fund – Local Control Accountability Plan (LCAP), Account No. 419. All other terms and conditions remain the same.

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

Requester: Director, Specialized Programs

Approver: Assistant Superintendent, Student Services

9.31 Facilities Use Agreement with the DoubleTree by Hilton, San Bernardino, CA, to Host the 2019 Fall Student Wellness Symposium
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into a facilities use agreement with the DoubleTree by Hilton, San Bernardino, CA, to host the 2019 Fall Student Wellness Symposium for up to 250 students, administrators, and parents, effective September 3 - December 31, 2019. The cost includes catering and the use of conference rooms. The cost, not to exceed \$15,000.00 will be paid from 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 and Support Services

Approver: Assistant Superintendent, Student Services

9.32 Payment for Course of Study Activity - Student Services
(Prepared by Business Services)

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

Davidson Elementary School requests Board of approval to utilize StuntMasters, Inc., Gilbert, AZ, for a Positive Thoughts into Purposeful Action, BMX Impact assembly to

450, Kindergarten - sixth grade students on August 30, 2019. The presentation is a combination of action, sports, and speaking with a focus on success through action. The presenter shares with students the importance of discovering what they like to do, how to get really good at it, and sharing it with others. The total cost, not to exceed \$1,000.00, will be paid from Davidson Elementary School ASB Account. **Requester: Site**

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

- 9.33 Ratification of the Agreement with Inland Volleyball Officials Association, Fontana, CA, to Provide Volleyball Officials for Middle School Volleyball Games
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves ratification of the agreement with Inland Volleyball Officials Association, Fontana, CA, to provide volleyball officials for 110 boys and girls middle school volleyball games at \$50.00 per game and two (2) officials for 10 playoff games at \$100.00 per game, effective August 19, 2019 – October 30, 2021. The cost, not to exceed \$6,500.00, will be paid from 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 Programs for Success
Approver: Assistant Superintendent, Student Services

- 9.34 Renewal of the Agreement with California State University, San Bernardino, CA, Federal Work-Study Program to Provide the Hope Maker Mentor Program at King Middle School and Shandin Hills Middle School
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with California State University, San Bernardino, CA, Federal Work-Study Program to provide the Hope Maker Mentor Program, effective September 3, 2019 – June 30, 2020. Twenty mentors from CSUSB will mentor 60 students (6-8 grades) from King and Shandin Hills Middle Schools. The program will help empower students to make positive life choices that enable them to maximize their potential, and develop and reach positive academic, career, and person goals. The total cost, not to exceed \$15,750.00 will be paid from the Restricted General Fund – Title IV, Part A Student Support and Academic Enrichment, Account No. 550.

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

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

- 9.35 Renewal of the Agreement with CHORDS Enrichment Youth Program, San Bernardino, CA, to Provide Music Enrichment Program, “The Hip-Hop Shop” for After-School Programs at Four District High Schools
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the agreement with CHORDS Enrichment Youth Program, San Bernardino, CA, to provide 120 sessions for 80 students at the daily cost per student of \$22.50 of the Music Enrichment Program, “The Hip-Hop Shop” at Arroyo Valley, San Bernardino, San Geronimo, and Pacific high schools, effective September 4, 2019 – June 30, 2020. The program will teach creative writing skills, critical thinking, bullying prevention, and conflict resolution strategies through an array of STEAM based projects using modern technology such as music engineering, photography and music production. The cost, not to exceed \$54,000.00 payable at the cost of \$13,500.00 per school, will be paid from 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 Programs for Success
Approver: Assistant Superintendent, Student Services

- 9.36 Renewal of the Agreement with Valdez Educational Services, San Bernardino, CA, to Provide Foster Youth Tutoring Program
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves entering into an agreement with Valdez Educational Services, San Bernardino, CA, to provide foster youth tutoring program to 200 students, effective September 3, 2019 – June 30, 2020. The program will target 3rd – 8th grade foster youth focusing on homework help and state testing preparation. Services will be provided in an individual or group setting in math and/or reading/English language arts. Each student will receive 2 to 5 hours a week of services for 30 weeks. The cost, not to exceed \$80,000.00 at a cost of \$400.00 per student, will be paid from 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 and Support Services
Approver: Assistant Superintendent, Student Services

- 9.37 Renewal of the Facilities Use Agreement with Lutheran Church of Our Savior, San Bernardino, CA
(Prepared by Business Services)

BE IT RESOLVED that the Board of Education approves renewing the facilities use agreement with Lutheran Church of Our Savior, San Bernardino, CA, for use of their conference room to hold District meetings, student events and District staff development trainings, effective September 3, 2019 – June 30, 2024. **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

Youth Services

- 9.38 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 11/30/2003 12/03/2002

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

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

01/12/2001

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

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

SESSION TEN

10.0 *Action Items*

9:50 pm

10.1 Personnel Report #3, Dated August 20, 2019
(Prepared by Human Resources)

It is recommended that the following resolution be adopted:

BE IT RESOLVED that Personnel Report #3, dated August 20, 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.

10.2 Approval of the Amendments to Board Policy 6020, Parent and Family Engagement, First Reading
(Prepared by Educational Services)

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education receives the amendments to Board Policy 6020, Parent and Family Engagement, as a First Reading.

San Bernardino City USD / BP 6020

Instruction

~~Parent Involvement~~ *Parent and Family Engagement*

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent/guardian involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent *or designee shall consult with parents/guardians and family members in the develop development of meaningful opportunities for them to be involved in district and school activities at all grade levels; advisory, decision-making, and advocacy roles; and activities to support learning at home.*

(cf. 0420 - School Plans/Site Councils)

~~(cf. 0420.1 - School Based Program Coordination)~~

~~(cf. 0420.5 - School Based Decision Making)~~

~~(cf. 0520.1 - High Priority Schools Grant Program)~~

~~(cf. 0520.2 - Title I Program Improvement Schools)~~

(cf. 1220 - Citizen Advisory Committees)

(cf. 1230 - School-Connected Organizations)

(cf. 1240 - Volunteer Assistance)

(cf. 1250 - Visitors/Outsiders)

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

(cf. 5020 - Parent Rights and Responsibilities)
~~(cf. 5145.6 - Parental Notifications)~~

The district's local control and accountability plan shall include goals and strategies for parent/guardian involvement, including district efforts to seek parent/guardian input in district and school site decision making and to promote parent/guardian participation in programs for English learners, foster youth, students eligible for free and reduced-price meals, and students with disabilities. (Education Code 42238.02, 52060)
(cf. 0460 - Local Control and Accountability Plan)

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the district's parent/guardian and family involvement engagement, efforts, including, but not limited to, input from parents/guardians, family members, -and school staff on the adequacy of parent involvement opportunities and on barriers that may inhibit parent/guardian participation.

(cf. 0500 - Accountability)

Title I Schools

The Superintendent or designee shall involve parents/guardians and family members in establishing district expectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how the district will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulation, and implementing and evaluating such programs, activities, and procedures. As appropriate, the Superintendent or designee shall conduct outreach to all parents/guardians and family members. (Education Code 11503; 20 USC 6318)

~~Each year the Superintendent or designee shall identify specific objectives of the district's parent involvement program for schools that receive Title I funding. He/she shall ensure that parents/guardians are consulted and participate in the planning, design, implementation, and evaluation of the parent involvement program. (Education Code 11503)~~

(cf. 6171 - Title I Programs)

When the district's Title I, Part A allocation exceeds the amount specified in 20 USC 6318, the Board shall reserve at least one percent of the funding to implement parent/guardian and family engagement activities. The Superintendent or designee shall involve parents/guardians and family members of participating students in decisions regarding how the district's Title I funds will be allotted for parent/guardian and family engagement activities and shall ensure that priority is given to schools in high poverty areas in accordance with law. (20 USC 6318, 6631)

(cf. 3100 - Budget)

~~The Superintendent or designee shall ensure that the district's parent involvement strategies are jointly developed with and agreed upon by parents/guardians of students~~

~~participating in Title I programs. Those strategies shall establish expectations for parent involvement and describe how the district will carry out each activity listed in 20 USC 6318. (20 USC 6318)~~

~~The Superintendent or designee shall consult with parents/guardians of participating students in the planning and implementation of parent involvement programs, activities, and regulations. He/she also shall involve parents/guardians of participating students in decisions regarding how the district's Title I funds will be allotted for parent involvement activities. (20 USC 6318)~~

~~(cf. 3100 – Budget)~~

Expenditures of such funds shall be consistent with the activities specified in this policy and shall include at least one of the following: (20 USC 6318)

- 1. Support for schools and nonprofit organizations in providing professional development for district and school staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members*
- 2. Support for programs that reach parents/guardians and family members at home, in the community, and at school*
- 3. Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members*
- 4. Collaboration with community-based or other organizations or employers with a record of success in improving and increasing parent and family engagement*
- 5. Any other activities and strategies that the district determines are appropriate and consistent with this policy*

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family involvement engagement policy in accordance with 20 USC 6318.

Non-Title I Schools

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

Legal Reference:

EDUCATION CODE

11500-11506 Programs to encourage parent involvement

48985 Notices in languages other than English

51101 Parent rights and responsibilities

52060-52077 Local control and accountability plan

54444.1-54444.2 Parent advisory councils, services to migrant children

56190-56194 Community advisory committee, special education
64001 ~~Single~~ *School* plan for student achievement

LABOR CODE

230.8 Time off to visit child's school

CODE OF REGULATIONS, TITLE 5

18275 Child care and development programs, parent involvement and education

UNITED STATES CODE, TITLE 20

6311 ~~Parental notice of teacher qualifications and student achievement~~ *State plan*

6312 Local educational agency plan

6314 Schoolwide programs

6316 School improvement

6318 Parent ~~involvement~~ *and family engagement*

6631 Teacher and school leader incentive program, purposes and definitions

CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 Definitions, auxiliary aids and services

35.160 Communications

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Title I School-Level Parental Involvement Policy

Family Engagement Framework: A Tool for California School Districts, 2014

CSBA PUBLICATIONS

~~Parent Involvement: Development of Effective and Legally Compliant Policies, Governance and Policy Services Policy Briefs, August 2006~~

STATE BOARD OF EDUCATION POLICIES

~~89-01 Parent Involvement in the Education of Their Children, rev. 1994~~

U.S. DEPARTMENT OF EDUCATION NON-REGULATORY GUIDANCE PUBLICATIONS

Parental Involvement: Title I, Part A, *Non-Regulatory Guidance*, April 23, 2004

WEB SITES

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

California Department of Education, Family, School, Community Partnerships:
<http://www.cde.ca.gov/ls/pf>

California Parent Center: <http://parent.sdsu.edu>

California State PTA: <http://www.capta.org>

National Coalition for Parent Involvement in Education: <http://www.ncpie.org>

National PTA: <http://www.pta.org>

~~No Child Left Behind: <http://www.ed.gov/nclb>~~

Parent Information and Resource Centers: <http://www.pirc-info.net>

Parents as Teachers National Center: <http://www.parentsasteachers.org>

U.S. Department of Education: <http://www.ed.gov>

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

10.3 Approval of the Amendments to Board Policy 6178, Career Technical Education, First Reading
(Prepared by Educational Services)

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education receives the amendments to Board Policy 6178, Career Technical Education, as a First Reading.

San Bernardino City USD / BP 6178
Instruction
Career Technical Education

The *Governing* Board of Education desires to provide a *comprehensive* quality, expanded and modernized career and technical education (CTE) program, which *integrates core academic instruction with technical and occupational instruction in order to increase student achievement, graduation rates, and readiness for postsecondary education and employment.* ~~provides services and activities that, are of sufficient size, scope and quality to be effective.~~ *The district's CTE program shall be designed to help students develop the academic, career, and technical skills needed to succeed in a knowledge- and skills-based economy.* ~~The goal of the program is to provide for an integration of academic and vocational components through a coherent sequence of courses to ensure learning in all subjects.~~ *The program shall include a rigorous academic component and provide students with practical experience and understanding of all aspects of an industry.* ~~curriculum and program strategies reflecting workplace needs.~~

(cf. 6143 – Courses of Study)
(cf. 6200 – Adult Education)

The district's CTE program *shall focus on preparing students to enter current or emerging high-skill, high-wage, and/or high-demand occupations.* ~~provide linkages between secondary and postsecondary institution, including the implementation of tech-prep programs.~~ CTE opportunities may be offered through linked learning programs, partnership academies, apprenticeship programs or *orientation to apprenticeships, regional occupational centers or programs (ROC/P)*, charter schools, small learning communities, or other programs that expose ~~S~~ *students to career options while preparing them for future careers in a given* ~~shall also be given a strong experience and understanding of all aspects of an industry or interest area.~~

(cf. 0420.4 – Charter School Administration)
(cf. 6178.2 – Regional Occupational Center/Program)

The Superintendent or designee shall explore available funding sources that may be used to support CTE programs. The Board shall review and approve all district plans and applications for the use of district, state, and/or federal funds supporting CTE.

(cf. 3230 – Federal Grant Funds)

The Board shall adopt district standards for CTE which meet or exceed the state’s model content standards and describe the essential knowledge and skills that students enrolled in these courses are expected to master. The course curriculum shall be aligned with district-adopted standards and the state’s curriculum framework.

(cf. 6011 – Academic Standards)

(cf. 6141 – Curriculum Development and Evaluation)

~~The district shall expand the use of technology in the district's career and technical program. Professional development programs shall be provided to improve parental and community involvement, instructional practices, and to ensure that teachers stay current with industry.~~

~~(cf. 1700 Relations between Private Industry and the Schools)~~

~~(cf. 4131 Staff Development)~~

~~(cf. 6030 Integrated Academic and Career Technical Instruction)~~

~~(cf. 6141 Curriculum Development and Evaluation)~~

~~The district's program shall provide equal access to students, who are members of special populations. Students, who are members of special populations, shall not be unlawfully discriminated against on the basis of their status as a member of a special population. (20 USC 2354)~~

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

~~(cf. 1312.3 Uniform Complaint Procedures)~~

Expenditures of Supplemental Funding

At least ~~Every~~ every three years, the Board shall compare the district's ~~existing career and technical~~ curriculum, course content, and course sequence with model state curriculum standards. (Education Code ~~51226~~, 52376)

~~(cf. 3440 Inventories)~~

The Superintendent or designee shall ~~establish procedures for the~~ systematically review ~~of the district's career and technical education~~ CTE classes *courses* to determine *the degree to which* ~~that these classes~~ each course may offer an alternate means for completing and receiving credit for specific portions of the course of study ~~are equivalent in content and rigor to the courses prescribed by the district for high school graduation.~~ *The Board shall ensure that these classes are equivalent in content and rigor to the courses prescribed for graduation.* (Education Code 52376)

~~(cf. 6146.1 - High School Graduation Requirements)~~

~~(cf. 6146.11 - Alternative Credits Toward Graduation)~~

~~(cf. 6181 Alternative Schools)~~

(cf. 6146.2 – Certificate of Proficiency/High School Equivalency)

The Superintendent or designee shall develop partnerships with local businesses and industries to ensure that course sequences, career technical and integrated curriculum,

classroom instruction and projects, and assessments have real-world relevance and reflect labor market needs and priorities. He/she shall also work to develop connections with businesses, postsecondary institutions, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities.

(cf. 1700 – Relations Between Private Industry and the Schools)

(cf. 5113.2 - Work Permits)

(cf. 6178.1 – Work-Based Learning)

The Superintendent or designee shall collaborate with postsecondary institutions to ensure that the district's program is articulated with postsecondary programs in order to provide a sequential course of study. Articulation opportunities may include dual or concurrent enrollment in community college courses.

(cf. 6172.1 Concurrent Enrollment in College Classes)

Advisory Committee

~~Each career and technical program~~ *The Board shall appoint an CTE advisory committee as required by law to develop recommendations on the district's CTE career and technical education program and to serve as a provide liaison between the district and potential employers. The committee shall consist of at least one student, teacher, business representative, industry representative, school administrator, member of the general public knowledgeable about the disadvantaged, and representative of the field office of the California Employment Development Department. (Education Code 8070)*

(cf. 1220 - Citizen Advisory Committees)

The Superintendent or designee shall inform all secondary students and their parents/guardians about the CTE experiences available in the district, CTE courses that satisfy college admission criteria, and if applicable, CTE courses that satisfy high school graduation requirements. In addition, secondary students shall receive individualized academic counseling which provides information about academic and CTE opportunities related to the student's career goals.

(cf. 5145.6 – Parental Notifications)

(cf. 6164.2 – Guidance/Counseling Services)

Prior to the beginning of each school year, the Superintendent or designee shall advise students, parents/guardians, employees, and the general public that all CTE opportunities are offered without regard to any actual or perceived characteristic protected from discrimination by law. The notification shall be disseminated in languages other than English as needed and shall state that the district will take steps to ensure that the lack of English language skills will not be a barrier to admission and participation in the district's CTE program. (20 USC 2354; 34 CFR 100 Appendix B, 104.8, 106.9)

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

(cf. 1312.3 – Uniform Complaint Procedures)

To the extent required by law, the Superintendent or designee shall invite the participation of private school students in CTE programs supported by federal funding under the Strengthening Career and Technical Education for the 21st Century Act (Perkins). (20 USC 2397)

The Superintendent or designee shall ensure that teachers of CTE courses possess the qualifications and credentials necessary to teach their assigned courses. He/she shall also provide teachers and administrators with professional development designed to enhance their knowledge of standards-aligned CTE and shall provide opportunities for CTE teachers to collaborate with teachers of academic courses in the development and implementation of integrated curriculum models.

*(cf. 4112.2 – Certification)
(cf. 4131 – Staff Development)
(cf. 4331 – Staff Development)*

The Superintendent or designee shall provide counselors and other guidance personnel with professional development that includes, but is not limited to, information about current workforce needs and trends, requirements of the district’s CTE program, work-based learning opportunities, and postsecondary education and employment options following high school.

The Superintendent or designee shall regularly assess district needs for facilities, technologies, and equipment to increase students’ access to the district’s CTE program.

*(cf. 0440 – District Technology Plan)
(cf. 3440 – Inventories)
(cf. 3512 – Equipment)
(cf. 7110 – Facilities Master Plan)*

The Superintendent or designee shall annually report to the Board achievement data on participating students, including, but not limited to, the percentage of participating students who successfully complete CTE programs, their performance on state and district academic achievement tests, and graduation rate. Data shall be disaggregated by program and various student subgroups. Based on such data, the Board shall determine the need for program improvements and update the goals in the district’s local control and accountability plan as necessary

*(cf. 0500 – Accountability)
(cf. 6162.5 – Student Assessment)
(cf. 6162.51 – State Academic Achievement Tests)
(cf. 6190 – Evaluation of the Instructional Program)*

Legal Reference:

EDUCATION CODE

*1205 Classification of counties
8006-8155 Career technical education
17078.70-17078.72 Career technical education facilities
33430-33432 Health science and medical technology grants*

35168 Inventory of equipment
41540-41544 Targeted instructional improvement block grant
44257.3 CTC recognition of study in linked learning teaching methods
44260-44260.1 Designated subjects career technical education credential
44260.9 Designated subjects career technical education credential
~~8070 Appointment of vocational education advisory committee~~
~~41541 Categorical Education Block Grant~~
48430 Legislative intent; continuation education schools and classes
48980 Parental notifications
51220-51229 Courses of study, grades 7-12
51760-51769.5 Work experience education
52060-5077 Local control and accountability plan
~~51225.3 Requirements for graduation commencing with 1988-89 school year~~
~~51226 Model curriculum standards~~
~~51228 Graduation requirements; minimum standards; required curriculum; pupil demonstration of competence~~
52300-52499.66 Career and T technical E education
52519-52520 Adult education, occupational training
53010-53016 California Career Pathways Trust
53070-53076.4 The California Career Technical Education Incentive Grant Program
53086 California Career Resource Network
54690-54699.1 California Partnership Academies
54750-54760 California Partnership Academies, green technology and goods movement occupations
56363 Related services for students with disabilities; specially designed career technical education
66205.5-66205.9 Approval of career technical education courses for admission to California colleges
88500-88551 Community college economic and workforce development program

GOVERNMENT CODE

54950-54963 Brown Act

LABOR CODE

3070-3099.5 Apprenticeships

CODE OF REGULATIONS, TITLE 5

1635 Credit for work experience education
3051.14 Specially designed career technical education for students with disabilities
10070-10075 Work experience curriculum
10080-10092 Community classrooms
10100-10111 Cooperative vocational education
11500-11508 Regional occupational centers and programs
11535-11538 Career technical education contracts with private postsecondary schools
11610-11611 Regional adult and vocational education councils

CODE OF REGULATION, TITLE 8

200-240 Apprenticeships

UNITED STATES CODE, TITLE 20

~~2301-2415~~ *Strengthening Carl D. Perkins Career and Technical Education Improvement for the 21st century Act of 2012*

6301-6578 Improving the Academic Achievement of the Disadvantaged

~~CODE OF FEDERAL REGULATIONS, TITLE 34~~

CODE OF FEDERAL REGULATIONS, TITLE 34

100 Appendix B Guidelines for eliminating discrimination in career technical education programs

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX

Management Resources

CSBA PUBLICATIONS

A Governance Perspective: Interviews with School Board Members from the Nine Linked Learning Initiative School Districts, March 2014

The Linked Learning Approach to high School Reform, Governance Brief, January 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Career Technical Education Model Curriculum Standards, Grades Seven Through Twelve, January 2013

Multiple Pathways to Student Success: Envisioning the New California High School, 2010 Career Technical Education Framework for California Public Schools, Grades Seven Through Twelve, January, 2007

~~WEB SITES WEBSITES~~

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

Association of Career and Technical Education: <http://www.acteonline.org>

*California Association of Regional Occupational Centers and Programs:
<http://www.carocp.org>*

California Career Resource Network: <http://www.californiacareers.info>

~~CDE~~, *California Department of Education, Career Technical Education:
<http://www.cde.ca.gov/ci/ci>*

California Department of Employment Development: <http://www.edd.ca.gov>

California Department of Industrial Relations: <http://www.dir.ca.gov>

California Workforce Development Board: <http://www.cwdb.ca.gov>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

University of California, a-g Course Submissions:

http://www.ucop.edu/agGuide/ag/course_submissions

~~Secondary Education, Academic and Career Integration:~~ *<http://www.cde.ca.gov/shsd/aei>*

~~USDE~~, *U.S. Department of Education, Office of Vocational and Adult Education:
<http://www.ed.gov/about/offices/list/OVAE/ovae/pi/cte/index.html>*

U.S. Department of Labor, Bureau of Labor Statistics: <http://www.bls.gov>

Policy SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

adopted: October 16, 2007 San Bernardino, California

revised:

10.4 Resolution to Approve Award of Lease-Leaseback Construction Services for Pacific High School Career Technical Education Building and Phase I Modernization Project
(Prepared by Facilities/Operations)

BE IT RESOLVED that the Board of Education approves award of lease-leaseback construction services for Pacific High School Career Technical Education Building and Phase I Modernization Project.

WHEREAS, prior action by the San Bernardino City Unified School District's ("District") Governing Board ("Board") adopted "best value" evaluation procedures to permit the District to utilize the lease-leaseback delivery method (Education Code § 17406, et seq.), and delegated authority to District staff to issue solicitations and evaluate proposals for District lease-leaseback projects; and

WHEREAS, the District issued a Request for Qualifications/Proposals for Lease-Leaseback Services (RFQ/P No. 231) ("RFQ/P") to solicit qualifications and proposals from prospective contractors to construct the Pacific High School Career Technical Education Building and Phase I Modernization Project ("Project") utilizing the lease-leaseback construction delivery method; and

WHEREAS, District staff evaluated proposals for the Project and determined that Erickson-Hall Construction ("Contractor") submitted the proposal that is the "best value" to the District to provide pre-construction and construction services for the Project; and

WHEREAS, in order to construct the Project, the District must enter into a Site Lease, in which the Project site will be leased to the Contractor during construction; a Sublease of the Project site to the District after construction of the Project during which time the District shall pay the Contractor lease payments, plus interest; and a Construction Services Agreement ("CSA") that permits the Contractor to perform preconstruction and construction phase services (the Site Lease, Sublease, and CSA shall be referred to collectively as the "Contract Documents"); and

WHEREAS, is the estimated construction cost as included in the RFQ/P is \$40,000,000.00, but the District will only initially include in the CSA authorization for the Contractor to perform pre-construction phase services upon a notice to proceed in an amount not to exceed \$45,000.00; and

WHEREAS, at the conclusion of the pre-construction phase services, but prior to the District issuing a notice to proceed with construction phase services, the Contractor will procure subcontractors, the District and Contractor will negotiate a finalized Guaranteed Maximum Price ("GMP") for the Project, and once the District and Contractor agree upon the finalized GMP, District staff shall seek Board approval to amend the Sublease and CSA to reflect the GMP, and the amount of progress payments and sublease payments the District shall make to Contractor; and

WHEREAS, District staff seeks authorization from the Board to execute the Contract Documents as outlined herein.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. Recitals. All of the recitals herein contained are true and correct.

SECTION 2. Best Value Determination. The District's Board determines that in response to the RFQ/P, Erickson-Hall Construction presented the "best value" to perform the Project.

SECTION 3. Award of Lease-Leaseback Project. The Board awards the lease-leaseback contract for the Project to Erickson-Hall Construction and delegates authority to the Superintendent, or the designee of the Superintendent, to execute the Contract Documents, with any reasonable modifications as agreed to by District staff and legal counsel.

SECTION 4. CSA Pricing. The Board authorizes District staff to include following amounts in the CSA, with any contingencies or allowances to be finalized then the final GMP is later approved:

Preconstruction Services Fee: Not to Exceed	<u>\$45,000.00</u>
Estimated construction cost as included in the RFQ/P:	<u>\$40,000,000.00</u>

SECTION 5. Other Acts; Delegation. The Board hereby approves a delegation of authority and appoints its Superintendent, or the designee of the Superintendent, who is/are hereby authorized and directed to carry out the intent of this Resolution. Said delegation shall be valid until otherwise rescinded by the Board.

SECTION 6. Effective Date. This Resolution shall take effect upon adoption.

Requester: Director, Facilities Planning and Development

Approver: Associate Superintendent Business, Facilities, and Operations

10.5 Proposed Increased Work Year – Elementary School Principal
(Prepared by Human Resources)

The District recommends approval to increase the work year for Elementary School Principals from 205 days to 215 days retroactive to July 1, 2019.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves increasing the work year for Elementary School Principals from 205 days to 215 days retroactive to July 1, 2019.

10.6 Proposed Increased Work Year – Elementary School Vice Principal
(Prepared by Human Resources)

The District recommends approval to increase the work year for Elementary School Vice Principals from 197 days to 205 days retroactive to July 1, 2019.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves increasing the work year for Elementary School Vice Principals from 197 days to 205 days retroactive to July 1, 2019

10.7 Proposed Increased Work Year – Middle School Vice Principal
(Prepared by Human Resources)

The District recommends approval to increase the work year for Middle School Vice Principals from 197 days to 205 days retroactive to July 1, 2019.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves increasing the work year for Middle School Vice Principals from 197 days to 205 days retroactive to July 1, 2019

10.8 Proposed Contract Amendment – Deputy Superintendent
(Prepared by Human Resources)

The District recommends approval to increase the work year for the Deputy Superintendent from 220 days to 228 days retroactive to July 1, 2019.

The District also recommends approval to pay the Deputy Superintendent a monthly a housing allowance of nine hundred fifty dollars (\$950) if the Deputy Superintendent maintains his/her primary residence within the boundaries of the district.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves increasing the work year for the Deputy Superintendent from 220 days to 228 days retroactive to July 1, 2019.

BE IT FURTHER RESOLVED that the Board of Education approves paying the Deputy Superintendent a monthly a housing allowance of nine hundred fifty dollars (\$950) if the Deputy Superintendent maintains his/her primary residence within the boundaries of the district.

10.9 Proposed Contract Amendment – Associate Superintendent, Business, Facilities, and Operations
(Prepared by Human Resources)

The District recommends approval to increase the work year for the Associate Superintendent from 220 days to 228 days retroactive to July 1, 2019.

The District also recommends approval to pay the Associate Superintendent a monthly a housing allowance of nine hundred fifty dollars (\$950) if the Associate Superintendent maintains his/her primary residence within the boundaries of the district.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves increasing the work year for the Associate Superintendent from 220 days to 228 days retroactive to July 1, 2019.

BE IT FURTHER RESOLVED that the Board of Education approves paying the Associate Superintendent a monthly a housing allowance of nine hundred fifty dollars (\$950) if the Associate Superintendent maintains his/her primary residence within the boundaries of the district.

10.10 Proposed Contract Amendment – Assistant Superintendent, Continuous Improvement
(Prepared by Human Resources)

The District recommends approval to increase the work year for the Assistant Superintendent, Continuous Improvement from 220 days to 228 days retroactive to July 1, 2019.

The District also recommends approval to pay the Assistant Superintendent, Continuous Improvement a monthly a housing allowance of nine hundred fifty dollars (\$950) if the Assistant Superintendent, Continuous Improvement maintains his/her primary residence within the boundaries of the district.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves increasing the work year for the Assistant Superintendent, Continuous Improvement from 220 days to 228 days retroactive to July 1, 2019.

BE IT FURTHER RESOLVED that the Board of Education approves paying the Assistant Superintendent, Continuous Improvement a monthly a housing allowance of nine hundred fifty dollars (\$950) if the Assistant Superintendent, Continuous Improvement maintains his/her primary residence within the boundaries of the district.

10.11 Proposed Contract Amendment – Assistant Superintendent, Educational Services
(Prepared by Human Resources)

The District recommends approval to increase the work year for the Assistant Superintendent, Educational Services from 220 days to 228 days retroactive to July 1, 2019.

The District also recommends approval to pay the Assistant Superintendent, Educational Services a monthly a housing allowance of nine hundred fifty dollars (\$950) if the Assistant Superintendent, Educational Services maintains his/her primary residence within the boundaries of the district.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves increasing the work year for the Assistant Superintendent, Educational Services from 220 days to 228 days retroactive to July 1, 2019.

BE IT FURTHER RESOLVED that the Board of Education approves paying the Assistant Superintendent, Educational Services a monthly a housing allowance of nine hundred fifty dollars (\$950) if the Assistant Superintendent, Educational Services maintains his/her primary residence within the boundaries of the district.

10.12 Proposed Contract Amendment – Assistant Superintendent, Human Resources
(Prepared by Human Resources)

The District recommends approval to increase the work year for the Assistant Superintendent, Human Resources from 220 days to 228 days retroactive to July 1, 2019.

The District also recommends approval to pay the Assistant Superintendent, Human Resources a monthly a housing allowance of nine hundred fifty dollars (\$950) if the Assistant Superintendent, Human Resources maintains his/her primary residence within the boundaries of the district.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves increasing the work year for the Assistant Superintendent, Human Resources from 220 days to 228 days retroactive to July 1, 2019.

BE IT FURTHER RESOLVED that the Board of Education approves paying the Assistant Superintendent, Human Resources a monthly a housing allowance of nine hundred fifty dollars (\$950) if the Assistant Superintendent, Human Resources maintains his/her primary residence within the boundaries of the district.

10.13 Proposed Contract Amendment – Assistant Superintendent, Student Services
(Prepared by Human Resources)

The District recommends approval to increase the work year for the Assistant Superintendent, Student Services from 220 days to 228 days retroactive to July 1, 2019.

The District also recommends approval to pay the Assistant Superintendent, Student Services a monthly a housing allowance of nine hundred fifty dollars (\$950) if the Assistant Superintendent, Student Services maintains his/her primary residence within the boundaries of the district.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves increasing the work year for the Assistant Superintendent, Student Services from 220 days to 228 days retroactive to July 1, 2019.

BE IT FURTHER RESOLVED that the Board of Education approves paying the Assistant Superintendent, Student Services a monthly a housing allowance of nine hundred fifty dollars (\$950) if the Assistant Superintendent, Continuous Improvement maintains his/her primary residence within the boundaries of the district.

10.14 Proposed Contract Amendment – Executive Director, Community Engagement
(Prepared by Human Resources)

The District recommends approval to increase the work year for the Executive Director from 220 days to 228 days retroactive to July 1, 2019.

The District also recommends approval to pay the Executive Director a monthly a housing allowance of nine hundred fifty dollars (\$950) if the Executive Director maintains his/her primary residence within the boundaries of the district.

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education approves increasing the work year for the Executive Director from 220 days to 228 days retroactive to July 1, 2019.

BE IT FURTHER RESOLVED that the Board of Education approves paying the Executive Director a monthly a housing allowance of nine hundred fifty dollars (\$950) if the Executive Director maintains his/her primary residence within the boundaries of the District.

10.15 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: 08/06/19 COMPLETED 11/05/19 02/18/20 05/19/20
African American Student Achievement	K. Mitchell	Biannual Updates: 08/20/19 02/18/20
Mental Health	L. Perez	Quarterly Updates: 09/17/19 12/10/19 03/17/20 06/16/20
Grading Practices Committee Dashboard	K. Mitchell	Biannual Updates: 02/18/20 07//2020
Citations Database	J. Paulino	Monthly Updates: 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

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Safe Routes to School	J. Paulino	Quarterly Updates: 09/17/19 12/10/19 03/17/20 06/16/20
Family Engagement Strategic Plan	L. Perez	Quarterly Updates: 08/20/19 COMPLETED 11/05/19 02/18/20 05/19/20
Later Start Times for Secondary Sites	H. Vollkommer	Quarterly Updates: 07/16/19 COMPLETED 10/15/19 01/07/20 04/21/20
Counseling Strategic Plan	L. Perez	Quarterly Updates: 09/17/19 12/10/19 03/17/20 06/16/20
Special Education Settlement Report	R. Monárrez	Quarterly Updates: 07/16/19 COMPLETED 10/15/19 01/21/20 04/21/20
Workers' Compensation Report	J. Christakos	Biannual Updates: 08/20/19 - COMPLETED 02/18/20
Charter Schools' Annual/Renewal Reports	K. Mitchell	Annual Updates Renewal Updates

10.16 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	08/20/19
2	04/23/19	Look into continuity of pathways	K. Mitchell	08/06/19
3	05/16/17	Provide information regarding Arrowhead Grove and potential changes to Sierra HS and Roberts ES	K. Mitchell H. Vollkommer	08/20/19
4	12/11/18	Explore solutions for students unable to purchase PE clothes; mitigate financial hardships (i.e. eliminating fees); review or develop new policy; provide parents' info on graduation, fees, etc.	K. Mitchell	08/20/19
5	03/05/19	MCHS policy: equity/inclusion	K. Mitchell	06/2020
6	01/22/19	Consider repurposing textbook funds	K. Mitchell	08/20/19

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	Date of Request	Question/Request	Assigned to	Anticipated Completion Date/Remarks/Action
		for other priorities		
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	09/03/19
9	03/12/19	Explore ways to positively involve parents of struggling students (conference style)	L. Perez	08/20/19
10	TBD			

10.17 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	08/06/19	Provide amount of carryover (September)	Flores
2	08/06/19	Provide background information re: Master Services Agreement (architecture/engineering)	Flores
3	07/16/19	Provide recommendations re: solar projects	Gallo
4	06/18/19	Investigate social media post regarding elementary furniture	Dowdy-Rodgers
5	03/12/19	Report on unspent funds as part of the budget process	Flores
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	COMPLETED
9	08/07/18	Explore a District-wide recycling program	Rosales-Medina
COMMUNICATIONS – MRS. BARDERE			
1	08/06/19	Include grandparents in Outstanding Student awards at Board meetings	COMPLETED
COMMUNITY ENGAGEMENT – MRS. ONTIVEROS			
1	01/22/19	Marketing for business partners (ex: City Council and County Board meetings)	Hill
CONTINUOUS IMPROVEMENT – DR. MONÁRREZ			
DEPUTY SUPERINTENDENT – DR. VOLLKOMMER			
1	08/06/19	Provide update on Program Evaluation process	Flores
EDUCATIONAL SERVICES – DR. MITCHELL			
1	08/06/19	Publicize dates for Latino Task Force	Flores
2	07/16/19	Continue to refine integration of applied standards mastery with applied learning, include clear articulation for highly prepared & talented elementary/middle school students	Board
3	07/16/19	Communicate/clarify w/parents the nature/structure of pathways	Flores
4	06/18/19	Provide Ethnic Studies curriculum	Flores
5	05/21/19	Provide list of schools/programs that have waiting lists	Tillman
6	05/21/19	Provide update on frequency of GATE testing/program reductions	COMPLETED
7	05/21/19	Provide/explore programs for EL GATE and twice-exceptional	Rosales-Medina
8	04/23/19	Include equitable non-Spanish speaking Latino voices in Latino Taskforce	Rosales-Medina

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	Date of Request	REQUESTS/QUESTIONS FOR FOLLOW UP	Requested By
9	03/05/19	Determine if there are waiting lists for GATE testing, program placement	COMPLETED
10	01/22/19	1)Measure the pre/post programmatic impact of pathways; 2)Report on additional personnel associated with pathways	Tillman
11	01/22/19	1)Provide disaggregated data by pathway and cohort; 2)Include raw numbers as part of data set	Dowdy-Rodgers Flores
12	01/22/19	Consider renaming the English Learner department to the English Learner, Biliteracy and Multilingual department.	Flores
13	10/16/18	Provide information on the \$800,000 distribution to Career Pathways	Flores
HUMAN RESOURCES – DR. WISEMAN			
1	07/16/19	CLSBA Unity Conference present on Grow Your Own program	Flores
2	07/16/19	Provide information on Combination Classes (w/Dr. Mitchell): - data re: academic & behavioral student achievement, combo classes vs non-combo (Tillman) - history on why combos exist (Dowdy-Rodgers) - data on interviews with teachers, students, parents (Flores) - relevant research (Hanover) on combo classes (Flores) - what have other districts have done in similar situations (Flores) - create committee to explore; include varied stakeholders (Wyatt) - explore a pilot (Flores) - Dr. Mitchell to weigh in on academic considerations (Tillman) - cost of various personnel options for combo support (Gallo) - status report at September 17 board meeting (Flores)	Board
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	08/06/19	Explore Positive Impact Domestic Violence Program	Flores
2	08/06/19	Explore possibility for providing transportation to ancillary programs through CAPS	Rosales-Medina
3	05/07/19	School Climate presentation: - Provide follow up data related to student responses (Panorama) - Provide data on Wellness Rooms/Calming Centers- COMPLETED	Tillman Flores
4	03/05/19	Provide information on counselors' role in assisting students with mental health issues	Mr. Tillman

10.18 Future Agenda Items

Request	Date	SP	SA	AP	AR	PH
Review of State's Accountability Systems/KPIs (Ed Services)	08-06-19		X			
Special Education Update (Continuous Improvement)	08-20-19			X		
KPI: Attendance/Chronic Absenteeism (Student Services)	09-03-19		X			
Coaching Systems/Unaudited Actuals	09-17-19			X		
KPI: CAASPP Results (Educational Services)	10-01-19		X			
TSSP Schools Update (Continuous Improvement)	10-15-19			X		
KPI: Suspensions/Expulsions/Citations (Student Services)	11-05-19		X			
1 st Interim Budget (Bus. Services) / LCAP (Ed Services)	12-10-19			X		
KPI: Third Grade Reading* (Educational Services)	01-07-20		X			
Community Engagement Plan Update (Student Services)	01-21-20			X		

Request	Date	SP	SA	AP	AR	PH
KPI: School Climate (Student Services)	02-04-20		X			
African-American & Latino Task Forces Update (Ed Services)	02-18-20			X		
KPI: English Learners Progress Indicator (Educational Services)	03-03-20		X			
2 nd Interim Budget Report	03-17-20			X		
KPI: Parent Engagement (Educational Services)	04-07-20		X			
Counseling Update (Student Services)	04-21-20			X		
Innovation Grants (Community Engagement)	04-21-20			X		
KPI: College & Career Indicator (Educational Services)	05-05-20		X			
Adopt: 20-21 BOE Meeting Calendar	05-05-20				X	
Special Board Meeting: Employee Appreciation	05-12-20					
Budget – Governor’s May Revise	05-19-20			X		
Budget / LCAP	06-02-20		X			X
Superintendent’s Student Advisory Council (Ed Services)	06-02-20	X				
Outgoing Student Board Members	06-02-20	X				
Annual Citizens’ Oversight Committee Report	06-02-20				X	
Annual Building Fund Financial & Performance Audit Report	06-02-20				X	
Adopt: Budget (Business Services) / LCAP (Ed Services)	06-16-20			X		
Service Plan/Budget Requirement, SELPA (Cont Instruction)	06/16/20					X

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

SESSION ELEVEN

11.0 *Summary of Board Requests*

10:00 pm

SESSION TWELVE

12.0 *Adjournment*

10:05 pm

At the May 1, 2018 Board Meeting, the 2018-19 Board of Education Meeting Calendar was adopted. The next regular meeting of the Board of Education of the San Bernardino City Unified School District will be held on Tuesday, September 3 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.

