



RIALTO

Unified School District



BOARD OF EDUCATION

Agenda, October 23, 2019

***“Bridging Futures
Through Innovation”***

MISSION

The mission of the Rialto Unified School District, the bridge that connects students to their aspirations for the future, is to ensure each student achieves personal and career fulfillment within a global society, through a vital system distinguished by:

- **High expectation for student achievement**
- **Safe and engaging learning environments**
- **Effective family and community involvement**
- **Learning opportunities beyond the traditional school setting**
- **Appreciation of universal diversity**

RUSD Board of Education

Mr. Edgar Montes, President

Mrs. Nancy G. O'Kelley, Vice President

Ms. Dina Walker, Clerk

Mr. Joseph Ayala, Member

Mr. Joseph W. Martinez, Member

Avionc' Douglas, Student Member

RUSD Superintendent

Dr. Cuauhtémoc Avila



Cover Photograph

A Young 'Mustang' Smile...Morgan Elementary School's 5-year-old Kindergarten Student, **Emma Medina**, who enjoys science and coloring experimented with various colors at the PBIS Makerspace kick off at her school, last week. Sitting in the Multipurpose Room, the young scholar shared that it was easy to "color within the lines." Emma is a talented, future scientist in the making.

RIALTO UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
Dr. John R. Kazalunas Education Center
182 East Walnut Avenue
Rialto, California

EDGAR MONTES
President

DINA WALKER
Clerk

JOSEPH AYALA
Member



NANCY G. O'KELLEY
Vice President

JOSEPH W. MARTINEZ
Member

AVIONC' DOUGLAS
Student Board Member

CUAUHTÉMOC AVILA, ED.D.
Superintendent

October 23, 2019

Any individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee in writing.

AGENDA

A. OPENING

Call to Order – 6:00 P.M.

OPEN SESSION

1. Comments on Closed Session Agenda Items. Any person wishing to speak on any item on the Closed Session Agenda will be granted three minutes.

CLOSED SESSION

Moved _____ **Seconded** _____

As provided by law, the following are the items for discussion and consideration at the Closed Session of the Board Meeting:

1. Public Employee Employment/Discipline/Dismissal/Release/
Reassignment of Employees (Government Code section 54957)

Administrative Appointments:

- High School Assistant Principal
- Autism Specialist

2. Student Expulsions/Reinstatements/Expulsion Enrollments

3. **CONFERENCE WITH LABOR NEGOTIATORS**

Agency designated representatives: Cuauhtémoc Avila, Ed.D., Superintendent; Rhea McIver Gibbs, Lead Personnel Agent, Personnel Services; and Rhonda Kramer, Lead Personnel Agent, Personnel Services.

Employee organizations: California School Employees Association, Chapter 203 (CSEA), Rialto Education Association (REA), Communications Workers of America (CWA)

4. Review Liability Claim Number 19-20-02

Vote by Board Members: Ayes:_____ Noes:_____ Abstain:_____ Time:_____

ADJOURNMENT OF CLOSED SESSION

Moved_____ Seconded_____

Vote by Board Members: Ayes:_____ Noes:_____ Abstain:_____ Time:_____

OPEN SESSION RECONVENED – 7:00 P.M.

AT THE DIRECTION OF THE BOARD OF EDUCATION, BOARD MEETINGS ARE RECORDED, BROADCASTED, AND STREAMED LIVE, AND MAY CAPTURE IMAGES AND SOUNDS OF THOSE ATTENDING THE MEETING.

PLEDGE OF ALLEGIANCE

PRESENTATION BY FITZGERALD ELEMENTARY SCHOOL

REPORT OUT OF CLOSED SESSION

ADOPTION OF AGENDA

Moved_____ Seconded_____

Vote by Board Members: Ayes:_____ Noes:_____ Abstain:_____

B. PRESENTATIONS

1. Middle School – District Student Advisory Committee (DSAC)
2. San Bernardino County STEPcon's STEM Keynote Scholarship, *Bridge Builder Award* Recipient, Dayana Vazquez, Rialto High School Student
3. Carter High School "UCR-MESA High School of the Year", and Ms. Catherine Sanchez, Carter High School MESA Teacher, *Bridge Builders Award* Recipient
4. LCAP Local Indicators for the California School Dashboard – Carol Mehochko, Academic Agent: Special Programs and Paulina Villalobos, Agent: Academic Technology

C. COMMENTS

1. Public Comments from the Floor: At this time, any person wishing to speak on any item not on the Agenda will be granted three minutes.
2. Public Comments on Agenda Items: Any person wishing to speak on any item on the Agenda will be granted three minutes.
3. Comments from Association Executive Board Members: Rialto Education Association (REA), California School Employees Association (CSEA), Communications Workers of America (CWA), Rialto School Managers Association (RSMA).
4. Comments from the Superintendent
5. Comments from Members of the Board of Education

D. PUBLIC HEARING

PUBLIC INFORMATION

1. Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for July – September 2019. (Ref. D 1.1)

OPEN PUBLIC HEARING

Moved _____ Seconded _____

2. Public Hearing: Pursuant to the requirements of Governmental Code and Board Policy, the Form for Public Disclosure of Proposed Collective Bargaining Agreement [AB1200 (Statutes of 1991, Chapter 1213) As Revised by AB2756 (Statutes of 2004, Chapter 25), Government Code

3547.5] between the California School Employees Association (CSEA), and the Rialto Unified School District Board of Education, is hereby posted in compliance with the legislative requirements for public notice.

(Ref. D 2.1-5)

Vote by Board Members: Ayes:_____ Noes:_____ Abstain:_____ Time: _____

CLOSE PUBLIC HEARING

Moved_____ Seconded_____

Vote by Board Members: Ayes:_____ Noes:_____ Abstain:_____ Time: _____

CONSENT CALENDAR ITEMS

All items on the Consent Calendar will be acted upon in one motion unless pulled by Board of Education members or the Superintendent for individual action.

Approve Consent Calendar Items (Ref. E – J)

Moved_____ Seconded_____

E. MINUTES

1. Approve the minutes of the Regular Board of Education meeting held October 9, 2019 (Ref. E 1.11)

F. GENERAL FUNCTIONS CONSENT ITEMS

1. First reading of Board Policy 1313 (a): Civility (Ref. F 1.1)

G. INSTRUCTION CONSENT ITEMS

1. Approve eighty (80) students (40 girls, 40 boys) of the Eisenhower High School Band and Color Guard and eight (8) chaperons (4 female, 4 male) to attend the Chinese New Year's Parade in San Francisco on Saturday, February 8, 2020. The trip will be from February 7, 2020 through February 10, 2020, which will include a college tour of UC Santa Cruz, at a cost of \$7,120.00, to be paid from the Eisenhower Band and Color Guard Booster (\$6,200.00) and ASB Fund – Band account (\$920.00). (Ref. G 1.1)
2. Approve twenty (20) students (10 girls, 10 boys) of the Eisenhower High School Band and Color Guard and two (2) chaperons (1 female, 1 male) to attend the Winter Guard International (WGI) Western Championships in Las Vegas from March 13, 2020 through March 15, 2020, at a cost of \$2,120.00, to be paid from Eisenhower Band and Color Guard Booster (\$950.00) and ASB Fund – Band account (\$1,170.00). (Ref. G 2.1)

3. Approve thirty-two (32) students (15 girls, 17 boys) of the Eisenhower High School Jazz Band and Color Guard and four (4) chaperons (2 female, 2 male) to attend the Forum Music Festival on Saturday, April 25, 2020. The trip will be from April 24, 2020 through April 26, 2020, which will include a college tour of US Santa Cruz, at a cost of \$4,120.00, to be paid from Eisenhower Band and Color Guard Booster (\$3,100.00) and ASB Fund – Band account (\$1,020.00). (Ref. G 3.1)
4. Approve the 2019-20 Single Plans for Student Achievement (SPSA) for the following schools: Bemis, Boyd, Casey, Curtis, Dunn, Garcia, Henry, Hughbanks, Kelley, Kordyak, Morgan, Morris, Myers, Simpson, Werner, Frisbie Middle, Jehue Middle, Carter High, Eisenhower High, Milor High and Zupanic High School, at no cost to the District. (Ref. G 4.1)
5. Approve the new courses that will be utilized by Eisenhower High School during the 2019-2020 school year, at the cost of text books and materials, to be paid by CTEIG and Perkins Fund. (Ref. G 5.1)

H. BUSINESS AND FINANCIAL CONSENT ITEMS

1. Approve Warrant Listing Register and Purchase Order Listing for all funds from September 21, 2019 through October 4, 2019, (sent under separate cover to Board Members). A copy for public review will be available at the Board Meeting.
2. Accept the listed donations from Frances Ellen Brooks Living Trust Fund, ConvergeOne, Inc., Assembly Member Eloise Reyes, Kroger, California Association for Bilingual Association (CABE), YourCause, LLC Trustee for Wells Fargo Community Support Campaign & Wells Fargo Foundation Educational Matching Gifts Program. It is requested that a letter of appreciation be sent to these donors. (Ref. H 2.1)
3. Declare the specified surplus equipment and miscellaneous items as obsolete and not-serviceable for school use, and authorize the Superintendent/designee to sell or dispose of these items as specified in the Education Code Sections 17545 and 17546. (Ref. H 3.1)
4. Accept the second Allocation for the Fresh Fruit and Vegetable Program Grant from the California Department of Education, Nutrition Services Division for the following Elementary Schools: Bemis, Boyd, Casey, Curtis, Dunn, Garcia, Henry, Hughbanks, Kelley, Morgan, Morris, Morgan, Preston and Werner for a total amount of \$452,388.15 effective from October 1, 2019 through June 30, 2020, at no cost to the District. (Ref. H 4.1)

5. Approve a second one year extension for Bid #17-08-003 – 72 Passenger Type “D” Electric School Bus from October 27, 2019 through October 27, 2020, at no cost to the District. (Ref. H 5.1)
6. Approve an agreement with Voyager Sopris Learning, Inc. to provide 110 student licenses and one (1) teacher license and materials, effective from the date of purchase to July 31, 2020., at a cost of \$8,650.80, to be paid from the General Fund (Site Title I Funds). (Ref. H 6.1)
7. Approve an agreement with Yanira Carrillo-Zaldaña to provide “The Children’s Project” parent workshop series on Emotionally Healthy Children at Rialto Middle School, effective October 25, 2019 through February 20, 2020, at a cost of \$5,500.00, to be paid from the General Fund (Site Title I Funds) (Ref. H 7.1)
8. Approve an agreement with Education Achievement Services (EAS), Inc. to provide the Family Leadership Institute (FLI) Facilitator Training to 39 Rialto Unified School District staff members and parents from November 19, 2019 through November 22, 2019, at a cost \$35,750.00, to be paid from the General Fund (Site Title I). (Ref. H 8.1)
9. Approve the Rialto Council PTA, Boyd PTA, Casey Cougars Elementary PTA, Fitzgerald PTA, Jehue PTSA, Kelley PTA, Kordyak PTA, Trapp PTA and Lion Pride Tone Builders Booster Club (Carter High School), as school-connected organizations for the 2019-2020 and 2020-2021 school year. (Ref. H 9.1)
10. Approve the piggyback purchase with Fullerton Joint Union High School District, Bid Pack 1516-15 with Shade Structures, Inc. for the 2019-2022 Fiscal Years, per Public Contract Code 20118, cost to be determined at the time of purchase(s), to be paid by District and/or Developer Fee funds. (Ref. H 10.1)
11. Approve the Strengthening Career and Technical Education for the 21st Century Act allocated at \$245,432.00, for Career Technical Education (CTE) program improvements during the 2019-20 school year at no cost to the District. (Ref. H 11.1-2)

I. FACILITIES PLANNING CONSENT ITEMS – None

J. PERSONNEL SERVICES CONSENT ITEMS

- 1-3. Approve Personnel Report No. 1224 for classified and certificated employees. (Ref. J 1.1-3.3)
4. Adopt Resolution No. 19-20-23 authorizing the Lead Personnel Agent, Personnel Services, to assign various teachers who are enrolled in a

credential program, but have not yet completed the requirements to enter an internship program. (Ref. J 4.1)

Preferential Vote by Student Board Member: Aye: _____ No: _____ Abstain: _____
Vote by Board Members: Ayes: _____ Noes: _____ Abstain: _____

K. DISCUSSION/ACTION ITEMS

Moved _____ **Seconded** _____

1. Adopt second reading of Ordinance No. 19-20-1 of the Community Facilities District No. 2019-1 of the Rialto Unified School District authorizing the levy of special taxes within CFD No. 2019-1. (Ref. K 1.1-19)

Vote by Board Members: Ayes: _____ Noes: _____ Abstain: _____

Moved _____ **Seconded** _____

2. Deny Liability Claim No. 19-20-02. (Ref. K 2.1)

Vote by Board Members: Ayes: _____ Noes: _____ Abstain: _____

Moved _____ **Seconded** _____

3. Adopt Resolution No. 19-20-24 authorizing the filing of Form J-13A and requesting approval by the County Superintendent of Schools for the emergency closure and reduction of average daily attendance for Thursday, October 10, 2019 and Friday, October 11, 2019 for Kordyak Elementary School, at no cost to the District. (Ref. K 3.1)

Vote by Board Members: Ayes: _____ Noes: _____ Abstain: _____

Moved _____ **Seconded** _____

4. Approve the recommendation of the Administrative Hearing Panel (AHP):

REINSTATEMENT OF EXPULSION

Case Number:

18-19-72

Vote by Board Members: Ayes: _____ Noes: _____ Abstain: _____

Moved _____ Seconded _____

5. Ratify the *Tentative Settlement Agreement* between the Rialto Unified School District and the California School Employees Association ("CSEA"). (Ref. K 5.1-30)

Vote by Board Members: Ayes: _____ Noes: _____ Abstain: _____

Moved _____ Seconded _____

6. Adopt Resolution No. 19-20-26 authorizing the commitment to align with the overall goals of STEM CARES and shall support the STEM CARES Committee that is responsible for assisting with the environmental sustainability plan that takes the following action with the purview of the District. (Ref. K 6.1- 3)

Vote by Board Members: Ayes: _____ Noes: _____ Abstain: _____

Moved _____ Seconded _____

7. Adopt Resolution No. 19-20-27 proclaiming June 2020 as LGBTQ Month to inspire equity, create alliances, celebrate universal diversity, and establish safe environments in our schools and communities throughout the county. (Ref. K 7.1- 2)

Vote by Board Members: Ayes: _____ Noes: _____ Abstain: _____

Moved _____ Seconded _____

8. Adopt Resolution No. 19-20-28 proclaiming every second Monday of October, as Indigenous Peoples' Day. The District shall encourage staff to utilize the second Monday in October, as an opportunity to reflect upon the ongoing struggles of Indigenous People of this land, to celebrate the thriving cultures and values of the Indigenous Peoples of our region, and to stand in solidarity with Indigenous peoples elsewhere. (Ref. K 8.1- 2)

Vote by Board Members: Ayes: _____ Noes: _____ Abstain: _____

The next regular meeting of the Board of Education of the Rialto Unified School District will be held on Wednesday, November 13, 2019, at 7:00 p.m., at the Dr. John R. Kazalunas Education Center, 182 East Walnut Avenue, Rialto, California.

Materials distributed or presented to the Board of Education at the Board Meeting are available upon request from the Superintendent's Office.

L. **ADJOURNMENT**

Moved _____ **Seconded** _____

Preferential Vote by Student Board Member: Aye: _____ No: _____ Abstain: _____

Vote by Board Members: Ayes: _____ Noes: _____ Abstain: _____

Time _____

D PUBLIC HEARING

Williams Settlement Legislation

Quarterly Uniform Complaint Report Summary

For submission to school district governing board and county office of education

District Name: Rialto Unified School District

Quarter covered by this report: July - September 2019

	Number of complaints received in quarter	Number of complaints resolved in quarter	Number of complaints unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignments	0	0	0
CAHSEE Intensive Instruction and Services	0	0	0
Totals	0	0	0

UCP Contact: Mr. Mohammad Z. Islam

Title: Assoc. Superintendent

Board Submission Date: 10/23/2019

Submitted by: Elizabeth Curtiss

Title: Academic Agent Liberal Arts Literacy and Intervention

Entered On Date: 10/08/2019



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: PUBLIC NOTICE – AB1200 (California School Employees Association)

PLEASE POST

PLEASE POST

PUBLIC NOTICE

PURSUANT TO THE REQUIREMENTS OF GOVERNMENT CODE AND BOARD POLICY, THE ATTACHED FORM FOR PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT [AB1200 (STATUTES OF 1991, CHAPTER 1213) AS REVISED BY AB 2756 (STATUTES OF 2004, CHAPTER 25), GOVERNMENT CODE 3547.5] BETWEEN THE COMMUNICATIONS WORKERS OF AMERICA (CWA), AND THE RIALTO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION IS HEREBY POSTED IN COMPLIANCE WITH THE LEGISLATIVE REQUIREMENTS FOR PUBLIC NOTICE.

A handwritten signature in blue ink, appearing to read "Diane Romo", written over a horizontal line.

Diane Romo,
Lead Fiscal Services Agent

Submitted by: Diane Romo
Reviewed by: Mohammad Z. Islam

(Ref. D 2.1)

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Rialto Unified School District

SCHOOL DISTRICT

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

(This information is pulled from the SUMMARY section of this file which should be completed FIRST)

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

California School Employees Association

BARGAINING UNIT

To be acted upon by the Governing Board at its meeting on

10/23/19

A. PERIOD OF AGREEMENT:

The proposed bargaining agreement covers the period beginning and ending
for the following fiscal years **2019-20**

07/01/19

06/30/20

2019-2020

B. TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)

The total change in costs for salaries and employee benefits in the proposed agreement:

1. Current Year Costs Before Agreement

\$69,542,325.29

2. Current Year Costs After Agreement

\$71,544,405.71

3. Total Cost Change

\$1,902,179.45

4. Percentage Change

2.73%

5. Value of a 1% Change

\$571,879.91

C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE

The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1. Salary Schedule change
(% Change To Existing Salary Schedule)
(% change for one time bonus/stipend or salary reduction)

3.0%

2. Step & Column
(Average % Change Over Prior Year Salary Schedule)

1.0%

3. TOTAL PERCENTAGE CHANGE FOR THE
AVERAGE, REPRESENTED EMPLOYEE

4%

4. Change in # of Work Days (+/-) Related to % Change

5. Total # of Work Days to be provided in Fiscal Year

184

6. Total # of Instructional Days to be provided in Fiscal Year
(applicable to Certificated BU agreements only)

180

D. PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Rialto Unified School District

SCHOOL DISTRICT

1. Cost of Benefits Before Agreement
2. Cost of Benefits After Agreement
3. Percentage Change in Total Costs

\$28,037,299.52

\$28,489,092.19

1.74%

E. IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)

1. Based On Total Expenditures and Other Uses
in the General Fund of:

\$346,206,173.00

2. Percentage Reserve Level
State Standard for District:

3.0%

3. Amount of State Minimum Reserve Standard:

\$10,386,185.19

**SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended level AFTER
IMPLEMENTATION OF PROPOSED AGREEMENT:**

GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)

4. Reserve for Economic
Uncertainties (Object 9789)

\$10,386,185.19

5. Unassigned/Unappropriated
(Object 9790)

\$40,793,370.81

6. Total Reserves: (Object 9789 + 9790)

\$51,179,556.00

SPECIAL RESERVE FUND (Fund 17, as applicable)

7. Reserve for Economic Uncertainties
(Object 9789)

TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8. General Fund & Special Reserve Fund:

\$51,179,556.00

9. Percentage of General Fund Expenditures/Uses

14.78%

Difference between District Reserves and Minimum State Requirement

\$40,793,370.81

F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS

N/A

G. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS

The following assumptions were used to determine that resources will be available to fund these obligations

(Ref. D 2.3)

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Rialto Unified School District

SCHOOL DISTRICT

In future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

Financial impact has been included in the 2019-20 Adopted Budget and subsequent two fiscal years in the MYP.

H.

NARRATIVE OF AGREEMENT

Article II

Agreement dates changed to 7/1/19 -- 6/30/2022

Article IV

Language clean up to current terminology and increasing the allowance of printed copies of the contract given to the association president by 30.

Article VII

Article updated to be compliant with Janus case requirements.

Article X

Language was added to clarify that progressive discipline may jump steps depending on the employee's performance/conduct. In addition, a phrase was added to explain that employees shall have the right to attach a written rebuttal or response to a conference summary, written warning or written reprimand.

Article XI

Maximum reimbursement amount for damage or theft of personal property was increased from \$500 to \$750.

Article XII

5 days of bereavement leave was extended to employees incurring the death of a child.

Article XV

The date range for voluntary transfer requests was changed from the request being valid for 1 year to only being valid through June 30 of the current fiscal year. Language was added to request the District bring vacancies to the attention of employees who have filed a transfer.

Article XVI

The District agreed to provide a complete reclassification packet 10 days prior to the reclassification appeal meeting for anyone requesting a reclassification appeal.

Article XVII

Language clean up. A Memorandum of Understanding was signed outside the contract between CSEA and the district to allow for up to 10 hours of monthly release time for the President/Executive Board Member.

Article XVIII

Vacation in excess of current year accrual plus 5 days shall be paid out at the employee's regular rate of pay on the 2nd payroll in August. The employee may request to carryover more than 5 days by submitting their request to Personnel Services by June 15th.

Article XX

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Rialto Unified School District

SCHOOL DISTRICT

Voting results were strengthened by requiring all recommendations be made by consensus. Failure to reach consensus will result in a vote of voting committee members, where at least one member of each constituent group must vote on the prevailing side.

Article XXII

Effective July 1, the salary schedule will be adjusted for a 3% increase. Longevity was increased and a clause was added to ensure longevity is increased by the same rate the base salary is increased. The special needs stipend was increased to 3%.

Article XXIII

Professional growth can now be submitted annually instead of every other year.

I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT

The following source(s) of funding have been identified to fund the proposed agreement

General Fund, Adult Education Fund, Child Development Fund, Cafeteria Fund

CERTIFICATION

To be signed by the District Superintendent AND Chief Business Official when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.

Districts with a Qualified or Negative Certification: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirements of AB 1200, AB 2756 and GC 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

District Superintendent - signature

Mohammed Z. Jib

Chief Business Official - signature

10/17/19

Date

10-17-19

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on 10/23/2019 took action to approve the proposed Agreement with the California School Employees Association Bargaining Unit.

President, Governing Board
(signature)

Date

**MINUTES
RIALTO UNIFIED SCHOOL DISTRICT
DR. JOHN R. KAZALUNAS EDUCATION CENTER
182 EAST WALNUT AVENUE, RIALTO, CA 92376**

October 9, 2019

A. OPENING

CALL TO ORDER AND ROLL CALL

The regular meeting of the Board of Education of the Rialto Unified School District was called to order at 5:30 p.m., by President Montes at the Dr. John R. Kazalunas Education Center, 182 East Walnut Avenue, Rialto, CA 92376.

Members present: Edgar Montes, President; Nancy G. O'Kelley, Vice President; and Joseph W. Martinez, Member. Dina Walker, Clerk, arrived at 5:36 p.m. and Joseph Ayala, Member arrived at 5:42 p.m.

Administrators present: Cuauhtémoc Avila, Ed.D., Superintendent; Darren McDuffie, Ed.D., Lead Strategic Agent: Strategics, Congruence and Social Justice; Mohammad Z. Islam, Associate Superintendent, Business Services; Kelly Bruce, Lead Innovation Agent, Education Services; Rhonda Kramer, Lead Personnel Agent. Also present was Martha Degortari, Executive Administrative Agent.

OPEN SESSION

1. Comments on Closed Session Agenda Items. Any person wishing to speak on any item on the closed session agenda will be granted three minutes.

There were no comments.

CLOSED SESSION

Upon a motion by Vice President O'Kelley, seconded by Member Martinez, and approved by a unanimous 3-0 vote, the Board of Education entered into closed session at 5:33 p.m., to consider and discuss the following items:

1. Public Employee Employment/Discipline/Dismissal/Release/
Reassignment of Employees (Government Code section 54957)

Administrative Appointments:

- Administrative Agent

2. Student Expulsions/Reinstatements/Expulsion Enrollments

(Ref. E 1.1)

3. **CONFERENCE WITH LABOR NEGOTIATORS**

Agency designated representatives: Cuauhtémoc Avila, Ed.D., Superintendent; Rhea McIver Gibbs, Lead Personnel Agent, Personnel Services; and Rhonda Kramer, Lead Personnel Agent, Personnel Services.

Employee organizations: California School Employees Association, Chapter 203 (CSEA), Rialto Education Association (REA), Communications Workers of America (CWA)

4. **CONFERENCE WITH LABOR NEGOTIATOR** (Government Code section 54957.6)

Designated Representative: Board President, Edgar Montes

Unrepresented Employee: Superintendent

5. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** (Government Code section 54957)

Title: Superintendent

ADJOURNMENT OF CLOSED SESSION

Upon a motion by Clerk Walker seconded by Vice President O'Kelley, and passed by a unanimous 5-0 vote, closed session adjourned at 7:07 p.m.

OPEN SESSION RECONVENED – 7:07 P.M.

President Montes announced the following:

AT THE DIRECTION OF THE BOARD OF EDUCATION, BOARD MEETINGS ARE RECORDED, BROADCASTED, AND STREAMED LIVE, AND MAY CAPTURE IMAGES AND SOUNDS OF THOSE ATTENDING THE MEETING.

Members present: Edgar Montes, President; Nancy G. O'Kelley, Vice President; Dina Walker, Clerk; Joseph Ayala, Member; and Joseph W. Martinez, Member.

Administrators present: Cuauhtémoc Avila, Ed.D., Superintendent; Darren McDuffie, Ed.D., Lead Strategic Agent: Strategics, Congruence and Social Justice; Mohammad Z. Islam, Associate Superintendent, Business Services; Kelly Bruce, Lead Innovation Agent, Education Services; and Rhonda Kramer, Lead Personnel Agent. Also present was Martha Degortari, Executive Administrative Agent and Jose M. Reyes, Interpreter.

PLEDGE OF ALLEGIANCE

Adam Pulido, 5th grade student from Curtis Elementary School, led the Pledge of Allegiance.

PRESENTATION BY CURTIS ELEMENTARY SCHOOL

Kindergarten students from Curtis Elementary School, led by their teacher, Mrs. Ford, performed a song, written by Mrs. Ford's students, "We Love Our School."

REPORT OUT OF CLOSED SESSION

Superintendent Avila reported that in closed session the Board of Education, by a unanimous 5-0 vote, took the following action:

- Accepted the administrative appointment of Tina Brown, Administrative Agent

ADOPTION OF AGENDA

Item H-10 was corrected

Upon a motion by Clerk Walker, seconded by Vice President O'Kelley, the Agenda was adopted as amended, by a unanimous 5-0 vote as by the Board of Education.

B. PRESENTATIONS

1. High School – District Student Advisory Committee (DSAC)

The following DSAC students shared information and activities held at their school:

Justin Bailey – Milor High School
Mia Smith – Rialto High School
Steve Paez – Eisenhower High School
Cynthia Grano – Carter High School

2. PTA National Excellence Award – Kelley Elementary School
3. Equity Presentation – Darren McDuffie, Ed.D., Lead Strategic Agent, Strategics, Congruence and Social Justice

C. COMMENTS

1. Public Comments from the Floor: At this time, any person wishing to speak on any item not on the Agenda will be granted three minutes.

Mr. Tobin Brinker, Secondary Teacher at Rialto High School, shared about the collaborative work that Rialto Unified School District and Rialto Education Association is doing with the Inland Empire Children's Book Project. It is a 100% volunteer organization that provides books to teachers who in turn are able to give them to their students. Over the past

three years they have worked with the District and the union to give away over 9,000 books to students. He shared that part of the success of the project was due to the Supplemental Early Retirement Plan (SERP) offered to Rialto teachers last year. Many of those retired teachers have made generous donations and have volunteered in the project. He mentioned a few of those teachers, including Mr. Rod Campbell who has donated over 2,000 books and teaching materials. He also mentioned that due to this generosity, they were also able to provide books and teaching materials at the event which was offered to all new teachers at the beginning of this school year where he was invited to speak. He also thanked the partnership with DigiCoach who donated a lot of education technology and seven of the new teachers won LCD projectors, mobile tablets, and one teacher won an interactive white board. He thanked everyone for the kindness and support.

Mirna Ruiz, PTA President thanked Fiscal Services, Mohammad Islam, Diane Romo, Valeria Estrella, and Kelly Bruce for working with her and being patient with the PTA process. She also thanked Mr. Bruce for the support with the PTA regional training on September 7, 2019, and the support from the staff, including the I.T. department. There were over 120 PTA parents from across Southern California who received training. The training entailed a lot of planning and she was very grateful to all the staff that assisted. She thanked Steve Bartell from I.T. who provided support on Saturday, September 7th and was there in case they needed any assistance with technology. Ms. Ruiz also invited everyone to attend a fundraising event on October 10th at Coffee Nutzz. The event will take place all day from 7:00 a.m. to 8:00 p.m. at all locations and a percentage of the proceeds will go to provide scholarships to High School seniors.

Celia Saravia, representing Amigos Unidos, a parent support group for children with special needs congratulated Dr. Avila, Dr. D'Souza, and Brian Montez for the National recognition that they received for our District. They are very proud of all of them. She is also very proud of Fausat and her team for the National recognition they received. Ms. Saravia also congratulated Mirna Ruiz for all the work she does with PTA. She mentioned that the National recognition received by Kelley Elementary School is in great part to all the work she does. She also congratulated Dr. McDuffie for all the work he is doing with equity. She hopes we can all work together regardless of ethnicity for the sake of students. She also mentioned that she really liked something Mr. Ayala said at a past Board meeting. He said that we all need to be positive and continue building, because it is difficult to build but we can easily destroy with just one word.

Ms. Saravia also extended an invitation to everyone to participate in the Aztec dancing which takes place every Thursday, at 6:30 p.m. She said

it's not only good exercise and fun, but it's a good opportunity to learn the culture. She also invited all parents of special needs children to join them at coffee with the principal on Friday, October 11th at the District office in room "D". Ms. Bridgette Ealy will be there to provide information and answer questions.

She concluded by reminding everyone to assist the Parent Summit scheduled for Saturday, October 12, 2019, at Rialto High School. There will be many resources available.

2. Public Comments on Agenda Items: Any person wishing to speak on any item on the Agenda will be granted three minutes.

None

3. Comments from Executive Board Members: Rialto Education Association (REA), California School Employees Association (CSEA), Communications Workers of America (CWA), Rialto School Managers Association (RSMA)

Lisa Lindberg, REA President, announced that they have confirmed 63 participants attending the new educator weekend. She congratulated Kelley Elementary School for the PTA recognition. She thanked America Nieto, Rhonda Kramer and Rhea McIver in Personnel Services for the support provided to the association and two of their members who recently were involved in horrible accidents. America has been great in reaching out to the families to provide the support and assist them with the resources they need. They are both in intensive care and she asked to keep them in your prayers.

CWA Representative, Heather Estruch shared that it was nice to see Teresa Hunter's picture in the front lobby.

Chris Cisneros, CSEA President was excited to announce that they completed negotiations with the District, which took 17 meetings. He talked about the process and although it has not been easy in the past, it was reported to him by the chapter that there was mutual respect between both sides which resulted in an equitable outcome. He is hopeful, that this can continue in the future. He thanked Rhonda Kramer for assisting them with a glitch in the process, which was resolved. He was happy with the fast turnaround from CSEA and they are ready for ratification. Voting will take place Thursday, October 17, 2019. He thanked Dr. McDuffie for his presentation and said he was also very lucky to have some great teachers here in Rialto USD who assisted him during difficult times in his adolescent years.

RSMA President Elect, Angela Brantley, invited members to the tailgate event at the Eisenhower and Rialto High School rival game. Event starts at 5:30 p.m. with tacos and social hour with kick off at 7:30 p.m. She also invited members to attend the ACSA social event in Victorville, on Monday, October 14, 2019, which will focus on equity. Dr. Avila will be there along with a panel of other Superintendents.

4. Comments from the Superintendent
5. Comments from Members of the Board of Education

Member Walker excused herself from the meeting at 8:59 p.m.

Open Public Hearing 9:07 p.m.

D. PUBLIC HEARING

1. Public Hearing on formation of CFD 2019-1 of the Rialto Unified School District, incurring bonded indebtedness therein, establishing an appropriation limit, and related matters.

Close Public Hearing 9:08 p.m.

CONSENT CALENDAR ITEMS

Upon a motion by Vice President O'Kelley, seconded by Member Martinez, items E - J were approved by a 4-0 vote by the Board of Education.

E. MINUTES

1. Approve the minutes of the Regular Board of Education meeting held September 25, 2019.

F. GENERAL FUNCTIONS CONSENT ITEMS

1. Second Reading of revised Board Policy 5132 (a-d); Dress and Grooming

G. INSTRUCTION CONSENT ITEMS

1. Approve the 2019-20 Single Plans for Student Achievement (SPSA) for the following schools: Dollahan, Fitzgerald, Garcia, Kordyak, Preston, Trapp Elementary Schools, Kolb, Kucera, and Rialto Middle Schools, at no cost to the District. (Ref. G 1.1)
2. Approve sixty (60) Carter High School AVID students (35 girls, 25 boys) and seven (7) chaperons (4 females, 3 males) to attend a college tour on

(Ref. E 1.6)

March 10th through March 12th 2019, at the following colleges: University of California, Santa Barbara; California Polytechnic State San Luis Obispo; University of California, Santa Cruz; San Jose State University; California State University East Bay; California State University Stanislaus., at a cost of \$32,000.00, to be paid from the General Fund – Site Funds.

H. BUSINESS AND FINANCIAL CONSENT ITEMS

1. Approve Warrant Listing Register and Purchase Order Listing for all funds from September 9, 2019 through September 20, 2019, (sent under separate cover to Board Members). A copy for public review will be available at the Board Meeting.
2. Accept the listed donations from California Association for Bilingual Education (CABE), Casa De Barbera, Inc., Home Security Group, Corporation, and Your Cause, LLC Trustee for Wells Fargo Community Support Campaign. It is requested that a letter of appreciation be sent to these donors.
3. Approve an agreement with Pathfinder Ranch Science and Outdoor Education School to provide Science Camp for eighty (80) Preston Elementary School's 5th grade students, and ten (10) parents/adults, and two (2) teachers from April 13, 2020 through April 15, 2020, at a cost of \$18,988.00, to be paid from ASB Funds.
4. Approve an agreement with Tillman's United Mentoring to provide after school lessons with male African-American students at Kolb Middle School, effective October 10, 2019 through May 30, 2020, at a cost of \$22,500.00, to be paid from the General Fund – Comprehensive School and Improvement (CSI) Fund.
5. Approve an agreement with California State University San Bernardino (CSUSB) Federal Work-Study Program to provide college student tutors for Casey Elementary School, effective October 10, 2019 through June 30, 2020, at a cost of \$4,500.00, to be paid from the General Fund – Site Title I Funds.
6. Ratify an agreement with Impact Truth, Inc. to provide two (2) presentations of "MyBag, MyHome" by Roy Juarez, Jr., on October 9, 2019, at Kucera Middle School for 8th grade students during the school day, and for staff after dismissal on a minimum day, at a cost of \$5,250.00, to be paid from the General Fund – Site Step Up Funds.
7. Approve an agreement with Panorama Education to provide Social-Emotional Learning (SEL) Measures at 22 schools: Bemis, Boyd, Casey,

Curtis, Fitzgerald, Henry, Hughbanks, Kelley, Kordyak, Preston, Simpson, Trapp, Werner Elementary Schools, Frisbie, Jehue, Kolb, Kucera, Rialto Middle Schools, Carter, Eisenhower, Rialto High, and Milor High Schools, effective October 10, 2019 through June 30, 2020, at a cost of \$17,977.63, to be paid from the General Fund – Site Title I Funds.

8. Approve an agreement with Panorama Education to provide the Panorama Student Success MTSS (Multi-tiered Systems of Support) Platform License at Hughbanks Elementary School, Carter, Eisenhower, and Rialto High Schools, effective October 10, 2019 through June 30, 2020, at a cost of \$17,800.00, to be paid from the General Fund – Site Title I Funds.
9. Ratify an agreement with Panorama Education for a one-year renewal subscription of the Family Engagement Surveys District-Wide and Project Management from July 1, 2019 through June 30, 2020, to support the district-wide implementation of family surveys and management of social emotional learning surveys, at a cost of \$30,000.00, to be paid from the General Fund – Title I – Parent Involvement.

Item H-10 corrected

10. Approve ~~an agreement a Memorandum of Understanding (MOU)~~ with James Woods, dba Dat Yoga Dude, to provide up to seventy two (72) wellness class sessions to Rialto USD students in grades 1st through 12th grade at a rate of \$150.00 per session, October 10, 2019 through June 30, 2020, at a cost of \$10,800.00, to be paid from the General Fund – Local Education Agency Fund (MAA).
11. Approve Amendment No. 1 to Contract #C-20-0047 with Young Women's Empowerment Foundation (YWE) to increase meetings at Kolb Middle School from bi-weekly to weekly, effective October 1, 2019 through April 30, 2020, at an additional cost of \$6,600.00, to be paid from the General Fund – School Counseling Budget.
12. Approve Morgan Parent Teacher Association (PTA) as a school-connected organization for the 2019-2020 and 2020-2021 school year, at no cost to the District.

I. FACILITIES PLANNING CONSENT ITEM - None

J. PERSONNEL SERVICES CONSENT ITEMS

- 1-3. Approve Personnel Report No. 1223 for classified and certificated employees.

4. Adopt Resolution No. 19-20-22 authorizes the Lead Personnel Agent, Personnel Services, to assign various teachers who are enrolled in a credential program, but have not yet completed the requirements to enter an internship program.

K. DISCUSSION/ACTION ITEMS

Upon a motion by Vice President O'Kelley, seconded by Member Martinez item K1 was approved by a 4-0 vote by the Board of Education.

1. Ratify and approve an agreement with Illuminate Education, Inc to provide Data and Assessment System, effective July 1, 2019 through June 30, 2021 that includes the Illuminate Data and Assessment (DnA) Licenses at \$3.50 per student (\$87,731.00), Grading Software at \$1.00 per student (\$25,066.00) and the Inspect Item Bank at \$1.50 per student (\$37,599.00) for a total cost of \$150,396.00, to be paid from the General Fund – Title I – Centralized Services.

Upon a motion by Vice President O'Kelley seconded by Member Martinez item K2 was approved by a 4-0 vote by the Board of Education.

2. Adopt Resolution No. 19-20-16 declaring October 14-18, 2019 as National School Lunch Week and encourages all residents to become aware and concerned about their children's and their own nutrition habits, in the hope of achieving a more healthful citizenry for today and the future.

Upon a motion by Vice President O'Kelley, seconded by Member Martinez Item K3 was approved by a 4-0 vote by the Board of Education.

3. Adopt Resolution No 19-20-17 determining the validity of prior proceedings, establishing Community Facilities District No. 2019-1, authorizing the levy of a special tax therein, establishing an appropriations limit, calling an election, and taking related actions.

Upon a motion by Vice President O'Kelley, seconded by Member Martinez, Item K4 was approved by a 4-0 vote by the Board of Education.

4. Adopt Resolution No. 19-20-18 determining the necessity to incur bonded indebtedness. In an amount not to exceed an aggregate total of \$12,000.000 within Community Facility District No. 2019-1 of the Rialto Unified School District, calling elections, and taking related actions.

Upon a motion by Member Martinez, seconded by Vice President O'Kelley, Item K5 was approved by a 4-0 vote by the Board of Education.

5. Adopt Resolution No. 19-20-19 canvassing the results of the elections held within Community Facilities District No. 2019-1.

Upon a motion by Vice President O'Kelley, seconded by Member Martinez, Item K6 was approved by a 4-0 vote by the Board of Education.

6. Adopt first reading of Ordinance No. 19-20-1 of Community Facilities District No. 2019-1 of the Rialto Unified School District authorizing the levy of special taxes within CFD No. 2019-1.

Upon a motion by Member Martinez, seconded by Vice President O'Kelley, Item K7 was approved by a 4-0 vote by the Board of Education.

7. Approve the recommendations for the Administrative Hearing Panel (AHP).

ADMINISTRATIVE HEARING

Case Numbers:

19-20-9

19-20-6

STIPULATED EXPULSION

Case Numbers:

19-20-19

19-20-15

Upon a motion by Member Ayala, seconded by Vice President O'Kelley, Item K8 was approved by a 4-0 vote by the Board of Education.

8. Adopt Resolution No. 19-20-20 excusing the absence of Board Member Joseph Martinez from the Wednesday, September 25, 2019, Regular Meeting of the Board of Education.

Upon a motion by Vice President O'Kelley, seconded by Member Ayala, Item K9 was approved by a 4-0 vote by the Board of Education.

9. Adopt Resolution No. 19-20-21 authorizing the Superintendent to take the essential steps to support an accurate 2020 Census through local outreach and engagement of students, faculty, and staff; and that the Board of Education direct the Superintendent to distribute this resolution to policymakers and the Inland Empire Complete Count Committee.

Upon a motion by Member Ayala, seconded by Vice President O'Kelley, Item K10 was approved by a 4-0 vote by the Board of Education.

10. Approve First Addendum to Restated and Amended Contract of Employment with Dr. Cuauhtémoc Avila for service as District Superintendent, to correct an error in one provision. Prior to a vote on this item, consistent with Government Code section 54953, the Board President will orally report a summary of the salary and/or compensation paid in the form of fringe under the addendum.

President Montes announced the following:

The next regular meeting of the Board of Education of the Rialto Unified School District will be held on Wednesday, October 23, 2019, at 7:00 p.m., at the Dr. John R. Kazalunas Education Center, 182 East Walnut Avenue, Rialto, California.

Materials distributed or presented to the Board of Education at the Board Meeting are available upon request from the Superintendent's Office.

L. ADJOURNMENT

ADJOURNMENT OF CLOSED SESSION

Upon a motion by Vice President O'Kelley, seconded by Member Ayala, and approved by a 4-0 vote by the Board of Education, the meeting adjourned at 9:25 p.m., with a moment of silence in memory of Miss Nancy Richardson, Carter High School Instructional Assistant III in Special Education who passed away on September 27, 2019.

Clerk, Board of Education

Secretary, Board of Education

F GENERAL FUNCTIONS CONSENT



RIALTO UNIFIED SCHOOL DISTRICT

Community Relations

BP 1313(a)

CIVILITY

The Board of Education is committed to maintaining an orderly, educational and administrative process in keeping the school and the District sites free from disruptions and preventing unauthorized persons from entering school/district grounds. Members of the District staff will address colleagues, students, parents, and members of the public with respect and expect the same in return.

This policy is not intended to deprive any person of his/her right to freedom of expression, but only to maintain, to the extent possible and reasonable, a safe, harassment-free work place for our pupils and staff. In the interest of presenting positive role models to the pupils in this District, the Rialto Unified School District expects civil and positive communications. The District will not tolerate behavior that may appear rude, uncaring, abrupt, or insensitive, volatile, hostile or aggressive actions or loud, obscene, and/or offensive language. The District seeks employee, student, parent, and public cooperation with this endeavor.

District staff shall be trained to recognize and address behaviors that constitute a disruption in violation of Board Policy. Employees, students and parents will be informed of this policy and will be provided with the appropriate measures available to them in addressing non-civil behavior.

Policy
adopted:

RIALTO UNIFIED SCHOOL DISTRICT
Rialto, California

(Ref. F 1.1)

G INSTRUCTION CONSENT



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **CHINESE NEW YEAR'S PARADE IN SAN FRANCISCO –
EISENHOWER HIGH SCHOOL BAND AND COLOR GUARD**

Background: The Eisenhower High School Band and Color Guard, under the direction of Mr. Charlan Jackson, is an award-winning program that has performed all over Southern California and in the San Francisco area. The Band and Color Guard provide entertainment at home football games, local parades and events. The Band and Color Guard meets year round after school, evening rehearsals and Saturday rehearsals. The color guard and percussion sections may be expected to rehearse once every week in addition to the scheduled ensemble meetings.

Reasoning: Over 100 units have been invited to participate in the Southwest Airlines® Chinese New Year Parade in San Francisco on Saturday, February 8, 2020. A San Francisco tradition since just after the Gold Rush, the parade continues to delight and entertain the many hundreds of thousands of people who attend the parade in person or watch on television. This is in line with the District's Strategic Plan, Strategy 1 – We will provide diverse avenues for learning both inside and outside the classroom.

Recommendation: Approve eighty (80) students (40 girls, 40 boys) of the Eisenhower High School Band and Color Guard and eight (8) chaperons (4 female, 4 male) to attend the Chinese New Year's Parade in San Francisco on Saturday, February 8, 2020. The trip will be from February 7, 2020 through February 10, 2020, which will include a college tour of UC Santa Cruz.

Fiscal Impact: \$7,120.00 – Eisenhower Band and Color Guard Booster (\$6,200.00) and ASB Fund – Band account (\$920.00)

Submitted by: Francisco S. Camacho Jr.
Reviewed by: Kelly Bruce

(Ref. G 1.1)



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **WINTER GUARD INTERNATIONAL WESTERN CHAMPIONSHIPS
IN LAS VEGAS –
EISENHOWER HIGH SCHOOL BAND AND COLOR GUARD**

Background: The Eisenhower High School Band and Color Guard, under the direction of Mr. Charlan Jackson, is an award-winning program that has performed all over Southern California and in the San Francisco area. The Band and Color Guard provide entertainment at home football games, local parades and events. The Band and Color Guard meets year round after school, evening rehearsals and Saturday Rehearsals. The color guard and percussion sections may be expected to rehearse once every week in addition to the scheduled ensemble meetings.

Reasoning: Winter Guard is the sport of indoor Color Guard. Modern Color Guard is a combination of the use of flags, sabers, mock rifles, and other equipment, as well as dance and other interpretive movement. Color Guards can be found in, high schools, middle schools, some universities, and also some independent organizations some of which are related to drum corps. Winter Guard International (WGI) Western Championships is a regional competition that involves high schools and college groups from Arizona, Nevada, Oregon, Utah, Colorado and California. This is in line with the District's Strategic Plan, Strategy 1 – We will provide diverse avenues for learning both inside and outside the classroom.

Recommendation: Approve twenty (20) students (10 girls, 10 boys) of the Eisenhower High School Band and Color Guard and two (2) chaperons (1 female, 1 male) to attend the Winter Guard International (WGI) Western Championships in Las Vegas from March 13, 2020 through March 15, 2020.

Fiscal Impact: \$2,120.00 – Eisenhower Band and Color Guard Booster (\$950.00) and ASB Fund – Band account (\$1,170.00)

Submitted by: Francisco S. Camacho Jr.
Reviewed by: Kelly Bruce

(Ref. G 2.1)



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **FORUM MUSIC FESTIVALS IN FREMONT–
EISENHOWER HIGH SCHOOL BAND AND COLOR GUARD**

Background: The Eisenhower High School Band and Color Guard, under the direction of Mr. Charlan Jackson, is an award-winning program that has performed all over Southern California and in the San Francisco area. The Band and Color Guard provide entertainment at home football games, local parades and events. The Band and Color Guard meets year round after school, evening rehearsals and Saturday Rehearsals. The color guard and percussion sections may be expected to rehearse once every week in addition to the scheduled ensemble meetings.

Reasoning: Forum Music Festivals choose a positive approach. Each group will be judged on how they play. You choose the music that best showcases your ensemble. Middle Schools do not compete against High Schools, and a Concert Choir of 40 that practices 20 hours a week will not be judged against a Mixed Chorus of 150 that practices two hours per week. In fact, by not having groups compete against each other, students strive to improve their own personal best score each year. This is in line with the District's Strategic Plan, Strategy 1 – We will provide diverse avenues for learning both inside and outside the classroom.

Recommendation: Approve thirty-two (32) students (15 girls, 17 boys) of the Eisenhower High School Jazz Band and Color Guard and four (4) chaperons (2 female, 2 male) to attend the Forum Music Festival on Saturday, April 25, 2020. The trip will be from April 24, 2020 through April 26, 2020, which will include a college tour of US Santa Cruz.

Fiscal Impact: \$4,120.00 – Eisenhower Band and Color Guard Booster (\$3,100.00) and ASB Fund – Band account (\$1,020.00)

Submitted by: Francisco S. Camacho Jr.
Reviewed by: Kelly Bruce

(Ref. G 3.1)



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **SINGLE PLANS FOR STUDENT ACHIEVEMENT (SPSA) – 2019-2020**

Background: Education Services requests the Board of Education to approve the 2019-20 Single Plans for Student Achievement (SPSA) for the following schools: Bemis, Boyd, Casey, Curtis, Dunn, Garcia, Henry, Hughbanks, Kelley, Kordyak, Morgan, Morris, Myers, Simpson, Werner, Frisbie Middle, Jehue Middle, Carter High, Eisenhower High, Milor High and Zupanich High School.

Rationale: The SPSA is developed with parents, community members, teachers, principals, other school leaders, secondary students, paraprofessionals, and other interested individuals or groups as determined by the site. The SPSA shall remain in effect for the duration of the school year and is reviewed and revised as necessary. The SPSA shall include coordination and integration of federal, state, and local services and programs. In addition, the SPSA includes a description of methods and instructional strategies that improve the academic program in the school, increase the amount and quality of learning time, help provide an enriched and accelerated curriculum, and address the needs of all children in the school, with an emphasis on the needs of underserved students or students at risk of not meeting state academic standards. For the 2019-20 school year, schools are utilizing the new state template for the school plans which is aligned to the Local Control Accountability Plan (LCAP) template and is part of the state's effort to standardize planning efforts.

Recommendation: Approve the 2019-20 Single Plans for Student Achievement (SPSA) for the following schools: Bemis, Boyd, Casey, Curtis, Dunn, Garcia, Henry, Hughbanks, Kelley, Kordyak, Morgan, Morris, Myers, Simpson, Werner, Frisbie Middle, Jehue Middle, Carter High, Eisenhower High, Milor High and Zupanich High School.

Fiscal Impact: No fiscal impact

Submitted by: Carol Mehochko
Reviewed by: Kelly Bruce

(Ref. G 4.1)



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education
FROM: Cuauhtémoc Avila, Ed.D., Superintendent
ITEM: **DONATIONS**

MONETARY DONATIONS

<u>Name of Donors</u>	<u>Location/Description</u>	<u>Amount</u>
Frances Ellen Brooks Living Trust Fund	Rialto USD Scholarship Fund	\$ 5,000.00
ConvergeOne, Inc.	Curtis T. Winton Parent Center / 11 th Annual Parent Summit	\$ 1,000.00
Assembly Member Eloise Reyes	Curtis T. Winton Parent Center / 11 th Annual Parent Summit	\$ 500.00
Kroger	Garcia Elementary School / Instructional Materials	\$ 681.33
California Association for Bilingual Education (CABE)	Garcia Elementary School / Instructional Materials	\$ 500.00
YourCause, LLC Trustee for Wells Fargo Community Support Campaign & Wells Fargo Foundation Educational Matching Gifts Program	Bemis Elementary School / Principal's Donation Account	\$ 140.00

NON-MONETARY DONATIONS

ConvergeOne, Inc.	Curtis T. Winton Parent Center / Quantity 20 - \$25 Visa Gift Cards
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It is recommended that the Board of Education accept the listed donations from the Frances Ellen Brooks Living Trust Fund, ConvergeOne, Inc., Assembly Member Eloise Reyes, Kroger, California Association for Bilingual Education (CABE), YourCause, LLC Trustee for Wells Fargo Community Support and Wells Fargo Foundation Educational Matching Gifts Program and it is requested that a letter of appreciation be sent to each of these donors.

DISTRICT SUMMARY

Monetary Donations – October 9, 2019	\$ 7,821.33
Donations – Fiscal Year-To-Date	\$ 30,260.90

Submitted and Reviewed by: Mohammad Z. Islam

(Ref. H 2.1)



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **SURPLUS EQUIPMENT AND MISCELLANEOUS ITEMS**

Quantity	Description	Quantity	Description
427	CPU's	4	Speakers
281	Monitors	9	Teacher Desks
273	Laptops	13	Rolling Cabinets
52	Projectors	208	Student Chairs
3	Cassette Recorders	15	Office Chairs
17	Document Cameras	18	Rolling Carts
1	APC Rack Mount	11	Book Shelves
1	Poster Printer	10	Wood Cabinets
229	Student Desks	3	Book Cases (Steel)
25	File Cabinets	12	Computer Tables
13	T.V. Mounts	4	Lateral File Cabinets
10	Charging Carts	2	Whiteboards
1	Tablet	11	Televisions
1	Accel Scanner	2	Sofas
3	Mobiviews (Einstruction)	24	Safes
70	Remotes, Mobiview	2	Bulletin Boards
1	Laminator	1	Stroller
37	Tables	2	Wheel Chairs
2	DVD Players	17	Rolling Computer Carts
3	VCR's	2	Redcats, Audio system

It is recommended that the Board of Education declare the specified surplus equipment and miscellaneous items as obsolete and not-serviceable for school use, and authorize the Superintendent/designee to sell or dispose of these items as specified in the Education Code Sections 17545 and 17546.

Submitted and Reviewed by: Mohammad Z. Islam

(Ref. H 3.1)



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **ACCEPTANCE OF FRESH FRUIT AND VEGETABLE PROGRAM
GRANT FROM CALIFORNIA DEPARTMENT OF EDUCATION,
NUTRITION SERVICES DIVISION**

Background: The Fresh Fruit and Vegetable Program (FFVP) Grant provides all children in participating schools with a variety of free fresh fruits and vegetables throughout the school day. It is an effective and creative way of introducing fresh fruits and vegetables as healthy snack options. The FFVP also encourages school to develop partnerships at the State and local level for support in implementing and operating program.

Reasoning: This Grant provides funds to purchase fruits and vegetables for student consumption outside of the meals service programs. The fruits and vegetables will be given free of charge to students four days a week during their recess along with Nutrition Education regarding what they are consuming, where it was grown and its nutrient content. This is a beneficial program that will promote healthy eating habits and expose students to Fruits and Vegetables they may not have had the opportunity to consume.

Recommendation: Accept the second Allocation for the Fresh Fruit and Vegetable Program Grant from the California Department of Education, Nutrition Services Division for the following Elementary Schools: Bemis, Boyd, Casey, Curtis, Dunn, Garcia, Henry, Hughbanks, Kelley, Morgan, Morris, Morgan, Preston and Werner for a total amount of \$452,388.15 effective from October 1, 2019 through June 30, 2020.

Fiscal Impact: None

Submitted by: Fausat Rahman-Davies
Reviewed by: Mohammad Z. Islam

(Ref. H 4.1)



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **BID #17-18-003 72 PASSENGER TYPE "D" ELECTRIC SCHOOL BUS RENEWAL FOR ONE YEAR EXTENSION**

Background: The District received a South Coast Air Quality Management District (SCAQMD) grant on May 5, 2017, and will receive a California Air Resource Board (CARB) Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) grant as well, for two electric school buses valued at approximately \$736,000.00 total, \$368,000.00 each, thereby requiring formal bidding in 2017. The Board of Education approved and awarded Bid # 17-18-003 School Bus at the October 25, 2017 board meeting to School Bus Sales of California (SBSC). On October 10, 2018 the Board of Education approved extension #1 from October 26, 2018 through October 26, 2019, at no cost to the District. The two electric school buses were received on September 13, 2019, and they are in the process of being certified by the California Highway Patrol. The certification process may exceed the one year bid extension, which expires on October 23, 2019; therefore a request is being submitted for Board approval for an additional one year extension.

Reasoning: SBSC was the only school bus dealer in California to offer a CARB and HVIP approved Type D electric school bus when the Grant was awarded and buses were ordered. Those two certifications are a requirement to receive the funding from SCAQMD and CARB. The original award to SBSC was for a period of one (1) year, and was also approved to be extended by the District for an additional four (4) years in subsequent one (1) year periods. The renewal request is to extend the award for one year.

Recommendation: Approve a second one year extension for Bid #17-08-003 – 72 Passenger Type "D" Electric School Bus from October 27, 2019 through October 27, 2020.

Fiscal Impact: No fiscal impact.

Submitted by: Derek Harris and Daniel Distrola
Reviewed by: Mohammad Z. Islam
(Ref. H 5.1)



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH VOYAGER SOPRIS LEARNING, INC.**

Background: The District has previously contracted with Voyager Sopris Learning, Inc, to provide the Language!Live program for students at the middle school level to increase literacy skills for students. The District has previously approved this program to be used as a supplemental program for 110 students at Rialto Middle School to be used in Special Education classes.

Reasoning: Positive feedback was received from RUSD teachers and schools after the completion of the last school year and after a training that was conducted with teachers at the beginning of this year. Rialto Middle would like to purchase an additional 110 seats in the program that will give 110 additional students the opportunity to use this program as part of an after-school intervention program to improve reading skills for those students in need as identified through site data. Using this program, students have the opportunity to improve reading levels as much as 2 years. The cost of the program includes 110 seats for students and one (1) more teacher license and materials to be paid from Title I. The licenses will be valid from the date of purchase until July 31, 2020. This is aligned with the District's Strategic Plan, Strategies 1, 2 and 3 and the LCAP and the site's SPSSA, Goal 1: Pupil Outcomes: Achievement: All Rialto USD students will succeed at every grade level and graduate high school demonstrating readiness for higher education, career, and life in the 21st Century.

Recommendation: Approve an agreement with Voyager Sopris Learning, Inc. to provide 110 student licenses and one (1) teacher license and materials, effective from the date of purchase to July 31, 2020.

Fiscal Impact: \$8,650.80 – General Fund – Site Title I Fund

Submitted by: Robin McMillon
Reviewed by: Kelly Bruce

(Ref. H 6.1)



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH YANIRA CARRILLO-ZALDANA –
THE CHILDREN'S PROJECT**

Background: The District has previously contracted with Yanira Carrillo-Zaldaña to provide "The Children's Project" six (6) week course to Rialto Middle School parents on the topic of Emotionally Healthy Children. Participants received a book and were shown strategies and given tools to best meet the needs of their secondary school aged children. The course was a success with our parents.

Reasoning: Positive feedback was received upon the completion of the course and parents requested for this topic, and the presenter, to repeat the series for additional parents to participate. The cost includes snacks, drinks, and other supplemental materials to be paid from Title I, Parent Involvement funds. Two 6-week courses have been scheduled for October 25, 2019 through February 20, 2020. One 2-hour class will be held in the morning and another course will be held in the evening in an effort to give more parents options to attend this course at Rialto Middle School. This is in line with the District's Strategic Plan, Strategy 5 – We will ensure full engagement of RUSD families in the education of their children.

Recommendation: Approve an agreement with Yanira Carrillo-Zaldaña to provide "The Children's Project" parent workshop series on Emotionally Healthy Children at Rialto Middle School, effective October 25, 2019 through February 20, 2020.

Fiscal Impact: \$5,500.00 – General Fund – Site Title I Fund

Submitted by: Robin McMillon
Reviewed by: Kelly Bruce

(Ref. H 7.1)



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH EDUCATION ACHIEVEMENT SERVICES, INC - FAMILY LEADERSHIP INSTITUTE (FLI) PRACTITIONER'S TRAINING**

Background: The Family Leadership Institute (FLI) is a multi-faceted educational program focused on providing families with the knowledge, tools and inspiration to help their first and second generation children succeed in school and in life. Several schools in Rialto Unified have been in the process of implementing FLI and are expanding or renewing team members' understanding. Past trainings have been held in Las Vegas, Nevada and San Antonio, Texas. In an effort to reduce expenses, the training will be brought to the Chavez/Huerta Center in November. Education Achievement Services (EAS) Inc. has applied special pricing for Rialto USD, allowing facilitator's registration fee to be reduced from \$2,500.00 to \$1,250.00 per person. Observers are charged a fee of \$750.00 per person for attendance. Schools/Departments and Councils wishing to participate in the 4-day Practitioner's Training include: Bemis, Fitzgerald, Garcia, Kordyak, Trapp, Frisbie, Kucera, Eisenhower, District Safety Intervention and Support Services, and the District African American Parent Advisory Council (DAAPAC). In total, 39 staff members and parents (13 Facilitators, 26 Observers) will be participating in this training.

Reasoning: The FLI primary objective is to teach parents and caregivers the art and skill of family leadership in support of academic achievement and life success. Included in this training will be a 4-day practitioner's training of the 10-module curriculum facilitated by certified FLI practitioners. Useful training tools and suggested parent recruiting methods; hands on training facilitated in English, however, bilingual facilitators will be available for Spanish speaking parents. FLI Practitioner Training registrations receive the FLI Facilitator's Curriculum Guide in either English or Spanish; and, Facilitator Assistant registration receive facilitator assistant guides in either English or Spanish. This is in line with the District's Strategic Plan, Strategy 5 – We will ensure full engagement of RUSD families in the education of their children.

Recommendation: Approve an agreement with Education Achievement Services (EAS), Inc. to provide the Family Leadership Institute (FLI) Facilitator Training to 39 Rialto Unified School District staff members and parents from November 19, 2019 through November 22, 2019.

Fiscal Impact: \$35,750.00 – General Fund (Site Title I)

Submitted by: Carol Mehochko
Reviewed by: Kelly Bruce

(Ref. H 8.1)



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education
FROM: Cuauhtémoc Avila, Ed. D., Superintendent
ITEM: **SCHOOL-CONNECTED ORGANIZATIONS**

Background: In accordance with Board Policy (BP 1230) and Administrative Regulation (AR 1230), the Board of Education must authorize school-connected organizations such as Parent Teacher Associations (PTA), Parent Teacher Organizations (PTO), and Booster Clubs that desire to raise money to benefit District students. Organizations proposing to establish a school-connected organization shall submit a request to the Board of Education for authorization to operate at the school.

Reasoning: The following organizations have submitted the required documentation to the District for Board approval:

Rialto Council PTA
Boyd PTA
Casey Cougars Elementary PTA
Fitzgerald PTA
Jehue PTSA
Kelley PTA
Kordyak PTA
Trapp PTA
Lion Pride Tone Builders Booster Club (Carter HS)

Recommendation: Approve the Rialto Council PTA, Boyd PTA, Casey Cougars Elementary PTA, Fitzgerald PTA, Jehue PTSA, Kelley PTA, Kordyak PTA, Trapp PTA and Lion Pride Tone Builders Booster Club (Carter High School), as school-connected organizations for the 2019-2020 and 2020-2021 school year.

Fiscal Impact: No fiscal impact

Submitted by: Diane Romo
Reviewed by: Mohammad Z. Islam

(Ref. H 9.1)



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **APPROVAL TO PURCHASE WITH FULLERTON JOINT UNION HIGH SCHOOL DISTRICT**

Background: Authorization of the Board of Education is required to purchase from the bids of other governmental agencies. The following bids will allow the District to purchase and/or lease shade shelters without going out to formal bid, thereby taking advantage of the same terms and conditions of the contract and its competitive pricing structure. Accepting the bid will also allow the District to employ all services listed in the bid contracts including, but not limited to, transporting, delivery, installation, and finishes relevant to the complete services for the purchase.

Fullerton Joint Union High School District
Bid Pack 1516-15
Shade Structures Brand DSA
Preapproved Fabric Shade Structure
Shade Structures, Inc.

Reasoning: Accepting the bid will also allow the District to employ all services listed in the bid contracts including, but not limited to, transporting, delivery, installation, and finishes relevant to the complete services for the purchase.

Recommendation: Approve the piggyback purchase with Fullerton Joint Union High School District, Bid Pack 1516-15 with Shade Structures, Inc. for the 2019-2022 Fiscal Years, per Public Contract Code 20118, to be paid by District and/or Developer Fee funds.

Fiscal Impact: To be determined at the time of purchase(s)

Submitted by: Maria "Angie" Lopez
Reviewed by: Mohammad Z. Islam

(Ref. H 10.1)



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **Strengthening Career and Technical Education for the 21st Century Act**

Background: The Strengthening Career and Technical Education for the 21st Century Act authorizes federal funding assistance to secondary and post-secondary Career Technical Education (CTE) programs. Congress expects local agencies to better utilize these grant funds to support specific improvements in CTE in the areas of:

- Accountability and program improvement in all areas
- Increased coordination with CTE system
- Stronger academic and career technical integration
- Increased alignment of secondary and post-secondary education
- Links to business and industry

Reasoning: Rialto Unified School District's Strengthening Career and Technical Education for the 21st Century grant allocation for the 2019-20 school year is \$245,432.00. Some specific outcomes from the local CTE Plan on which the District will focus in 2019-20 are:

- Focus on improving student attainment of CTE Model Curriculum Standards with emphasis in technical writing, common core standards and career readiness by providing targeted staff development.
- Provide for revision/update of the courses to align to the 11 elements of High Quality CTE programs
- Update and replace equipment to meet industry standards in Building Trades & Construction, Engineering & Design, Child Development, Hospitality, Information Communication Technology, Manufacturing and Hospitality at all secondary sites including the Chavez/Huerta Center
- Market Career Technical Education programs.
- Support of Career Technical Student Organizations.
- Provide industry responsive professional development as well as pedagogical support for student in Special Populations
- Provide additional funding for under-represented students in CTE programs
- Support for Early College Credit with CTE emphasis

Recommendation: Approve the Strengthening Career and Technical Education for the 21st Century Act allocated at \$245,432.00, for Career Technical Education (CTE) program improvements during the 2019-20 school year.

Fiscal Impact: No fiscal impact

Submitted by: Edward D'Souza, Ph.D.
Reviewed by: Kelly Bruce

(Ref. H 11.2)

I. FACILITIES PLANNING CONSENT ITEMS

NONE

J PERSONNEL SERVICES CONSENT



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **CLASSIFIED EXEMPT – PERSONNEL REPORT #1224**

BACKGROUND/CRIMINAL HISTORY CHECKS HAVE BEEN COMPLETED, AS PER LAW, ON ALL INDIVIDUALS RECOMMENDED FOR EMPLOYMENT.

CHILD DEVELOPMENT APPRENTICE

Frost, Winter	Preston Preschool	10/03/2019	\$12.00 per hour
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SUBSTITUTE CROSSING GUARD

Alvarez Rojo, Angel	10/14/2019	\$12.00 per hour
Brito, Angel	10/14/2019	\$12.00 per hour
Macias, Berenice	10/02/2019	\$12.00 per hour
O'Leary, Gloria	10/02/2019	\$12.00 per hour
Rodriguez, Reyes	10/02/2019	\$12.00 per hour
Segura, Linda	10/17/2019	\$12.00 per hour
Velasquez, Lorenzo	10/02/2019	\$12.00 per hour

WORKABILITY

Alexis, Aniyah	Rainbow Shops/Rialto	10/14/2019	\$10.20 per hour
Arroyo, Hijinio	Walgreens/Rialto	10/11/2019	\$10.20 per hour
Bailey, Justin	Walgreens/Rialto	10/16/2019	\$10.20 per hour
Cobb, Xavier	Walmart/Rialto	10/07/2019	\$10.20 per hour
Gallardo, Guillermo	Walmart/Rialto	10/07/2019	\$10.20 per hour
Lane, Malachai	Central Kitchen	10/14/2019	\$10.20 per hour
Martinez, Charlena	Walmart/Rialto	10/07/2019	\$10.20 per hour
Pasillas-Iniguez, Ashley	Central Kitchen	10/14/2019	\$10.20 per hour
Recarte, Marcos	Warehouse Shoe Sale	10/07/2019	\$10.20 per hour

WORKABILITY – Returning Students

Aguirre, Rexxy	Central Kitchen	10/16/2019	\$12.00 per hour
Anganu, Frederick	Central Kitchen	10/14/2019	\$12.00 per hour
Barba III, Faustino	Melis Granero/Rialto	10/07/2019	\$12.00 per hour
Beckwith, Iman	Central Kitchen	10/14/2019	\$12.00 per hour
Brown III, Roosevelt	Central Kitchen	10/14/2019	\$12.00 per hour
Buckman, McKinnzie	Central Kitchen	10/14/2019	\$12.00 per hour
Cambronero, Lharee	Central Kitchen	10/14/2019	\$12.00 per hour
Cedillo, Steven	Central Kitchen	10/14/2019	\$12.00 per hour
Contreras, Cristian	Central Kitchen	10/14/2019	\$12.00 per hour

WORKABILITY – Returning Students (Continued)

Daniels, Love	Central Kitchen	10/14/2019	\$12.00 per hour
Dennis, Tyson	Central Kitchen	10/14/2019	\$12.00 per hour
Felix Santos, Esteban	Central Kitchen	10/14/2019	\$12.00 per hour
Flowers, Shuker	Central Kitchen	10/14/2019	\$12.00 per hour
Lindsay, Raven	Central Kitchen	10/14/2019	\$12.00 per hour
Lopez Tapia, Angelica	Central Kitchen	10/14/2019	\$12.00 per hour
Loria, Ashley	Central Kitchen	10/14/2019	\$12.00 per hour
Lozano, Jonathan	Central Kitchen	10/14/2019	\$12.00 per hour
Ortiz, Gohan	Walgreens/Rialto	10/07/2019	\$12.00 per hour
Rosado, Nicole	Central Kitchen	10/14/2019	\$12.00 per hour
Sauceda, Elisa	Central Kitchen	10/14/2019	\$12.00 per hour
Shannon, Pramy	Central Kitchen	10/14/2019	\$12.00 per hour
Valentine-Sherman, De Anthony	Central Kitchen	10/14/2019	\$12.00 per hour
Vallez, Melissa	Central Kitchen	10/14/2019	\$12.00 per hour
Ventura, Gustavo	Central Kitchen	10/14/2019	\$12.00 per hour
Villarreal, Miguel	Warehouse Shoe Sale	10/11/2019	\$12.00 per hour

NON-CERTIFICATED EMPLOYEES

A search of the certificated staff of the Rialto Unified School District has failed to fulfill the District's coaching needs. Pursuant to the Title 5 California Code of Regulations, Section 5531, this is to certify that the following non-certificated coaches employed by the Rialto Unified School District are competent in first aid and emergency procedures as related to coaching techniques in the sports to which they are assigned:

Carter High School

Amador, Abigail	JV Head, Girls' Soccer	2019/2020	\$3,257.00
Clarendon, Curtis	Varsity Assistant, Girls' Basketball	2019/2020	\$3,164.00
Diaz, Lance	Varsity Assistant, Girls' Soccer	2019/2020	\$2,932.00
Williams, Marcus	Varsity Assistant, Boys' Football	2019/2020	\$4,002.00

Eisenhower High School

Thomas, Joshua	JV Head, Boys' Baseball	2019/2020	\$3,397.00
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Rialto High School

Leon, Cassandra	Varsity Assistant, Girls' Softball	2019/2020	\$3,164.00
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Submitted and Reviewed by: Rhea McIver Gibbs and Rhonda Kramer

(Ref. J 1.2)



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education
FROM: Cuauhtémoc Avila, Ed.D., Superintendent
ITEM: CLASSIFIED EMPLOYEES – PERSONNEL REPORT #1224

BACKGROUND/CRIMINAL HISTORY CHECKS HAVE BEEN COMPLETED, AS PER LAW, ON ALL INDIVIDUALS RECOMMENDED FOR EMPLOYMENT.

EMPLOYMENT

Bonilla, Jorge	Electrician Maintenance & Operations	10/28/2019	44-1 \$25.59 per hour (8 hours, 12 months)
Cardenas, Lizbeth	Health Aide Carter High School	10/11/2019	25-1 \$15.89 per hour (5 hours, 203 days)

RESIGNATIONS

Garcia Martinez, Lizett	Special Education Child Development Instructional Assistant Fitzgerald Elementary School	10/11/2019
Morfin, Vivian	Instructional Assistant II/B.B. Henry Elementary School	10/18/2019
Navarro, Salvador	Instructional Assistant III – SE (SED/MH/AUTISM) Dunn Elementary School	10/18/2019
Valdovinos, Janet	Child Development Instructional Assistant Dunn Preschool	10/25/2019
Villalpando, Norma	Instructional Assistant II/B.B. Carter High School	10/15/2019

SUBSTITUTES

Bustamante, Bryan A.	Health Aide	10/07/2019	\$15.89 per hour
Escobar, Elizabeth	Nutrition Service Worker I	10/10/2019	\$13.66 per hour
Garcia, April	Nutrition Service Worker I	10/10/2019	\$13.66 per hour
Medina, Veronica	Nutrition Service Worker I	10/04/2019	\$13.66 per hour

(Ref. J 2.1)

TERMINATION OF PROBATIONARY CLASSIFIED EMPLOYEE

Employee #1593439 Nutrition Services 10/04/2019
A.C./Heating/Vent. Tech

CERTIFICATION OF ELIGIBILITY LIST – A.C./Heating/Vent. Technician

Eligible: 10/24/2019

Expires: 04/24/2020

CERTIFICATION OF ELIGIBILITY LIST – Career Center Technician

Eligible: 10/24/2019

Expires: 04/24/2020

CERTIFICATION OF ELIGIBILITY LIST – Custodian I

Eligible: 10/24/2019

Expires: 04/24/2020

CERTIFICATION OF ELIGIBILITY LIST – Grounds Maintenance Worker III

Eligible: 10/24/2019

Expires: 04/24/2020

CERTIFICATION OF ELIGIBILITY LIST – Maintenance Worker I

Eligible: 10/24/2019

Expires: 04/24/2020

**Position reflects the equivalent to a one-Range increase for night differential

*** Position reflects a \$50.00 monthly stipend for Confidential position

Submitted and Reviewed by: Rhea McIver Gibbs and Rhonda Kramer

(Ref. J 2.2)



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **CERTIFICATED EMPLOYEES – PERSONNEL REPORT # 1224**

BACKGROUND/CRIMINAL HISTORY CHECKS HAVE BEEN COMPLETED, AS PER LAW, ON ALL INDIVIDUALS RECOMMENDED FOR EMPLOYMENT.

SUBSTITUTES (To be used as needed at the appropriate rate per day, effective October 24, 2018, unless earlier date is indicated)

Berumen, Andrew	10/23/2019
Bournes, Connie	10/23/2019
Camacho, Susana	10/23/2019
Carter, Alondra	10/08/2019
Cerda, Anthony	10/23/2019
Degortari, Alexandra	10/09/2019
Dunki-Jacobs, Ali	10/23/2019
Florianio, Ana	10/23/2019
Garcia, Jennifer	10/23/2019
Green, Sonya	10/18/2019
Gutierrez, Mirian	10/23/2019
Hamel, Betty	10/18/2019
Larreta, John	10/23/2019
Lawrence, Ken	10/18/2019
Magana, Jessica	10/18/2019
Melara, Steven	10/23/2019
Morfin, Vivian	10/18/2019
Pha, Henry	10/18/2019
Poe, Faith	10/07/2019
Robinson, Syrina	10/18/2019
Ruvalcaba, Enrique	10/23/2019
Salas, Mayra	10/18/2019
Soto, Kimberly	10/23/2019
Topete, Keila	10/18/2019
Tripp, Bianca	10/23/2019
Valdez, Raquel	10/09/2019
Villalpando, Norma	10/18/2019
Waggoner, Haydee	10/18/2019
Wagner, Whitney	10/23/2019
Zesati, Mayra	10/23/2019

RE-EMPLOYMENT

Royer II, John	Secondary Teacher Milor High School	10/07/2019	I-1	\$54,343.00	(184 days)
Wright, Jason	Secondary Teacher Carter High School	09/16/2019	I-1	\$54,343.00	(184 days)

EMPLOYMENT

Brown, Laurie	Special Education Teacher Kolb Middle School	10/07/2019	I-1	\$54,343.00	(184 days)
Crawford, Theophilus	CTE Teacher Chavez/Huerta Center	09/26/2019	X-1	\$52,092.00	(184 days)
Garcia Roman, Ivonne	Special Education Teacher Rialto Middle School	10/16/2019	I-1	\$54,343.00	(184 days)
Kavli, Andrew	Secondary Teacher Rialto High School	10/16/2019	I-1	\$54,343.00	(184 days)
Torresluna, Montserrat	Elementary Teacher Garcia Elementary School	10/16/2019	I-1	\$54,343.00	(184 days)

HOME AND HOSPITAL TEACHER (Ratify teacher to be used during the 2018/2019 school year, as needed, at the regular hourly rate of \$45.04)

Rodriguez, Alicia T.

EXTRA DUTY COMPENSATION (Eisenhower High School teacher to provide extended learning after school in Advanced Placement (AP) Macroeconomics and AP Art History in preparation for the AP test during the 2019/2020 school year, at an hourly rate of \$45.04, not to exceed 25 hours, to be charged to Title I Funds)

Hidalgo, Suzanna

EXTRA DUTY COMPENSATION (Elementary Dual Language Immersion teachers to receive stipends during the 2019/2020 school year, to be charged to LCFF Funds)

Agosto, Jacqueline	Boyd Elementary School	\$2,226.75
Aleman, Valeria	Garcia Elementary School	\$2,812.35
Arias, Berenice	Garcia Elementary School	\$1,572.10
Ballardo, Graciela	Kelley Elementary School	\$2,489.30
Celaya, Irma	Kelley Elementary School	\$2,120.75
Cortes, Cristina	Boyd Elementary School	\$2,757.25
Diaz, Marta	Kelley Elementary School	\$1,937.65
Espinoza-Alvarado, Karlia	Garcia Elementary School	\$1,727.05
Gil, Sandra	Morris Elementary School	\$2,812.35
Gonzales-Renderos, Laura	Kelley Elementary School	\$2,757.25
Lopez, Elizabeth	Garcia Elementary School	\$2,650.15
Luna, Anna C.	Kelley Elementary School	\$1,550.00
Moreno, Lorena	Morris Elementary School	\$1,937.65

(Ref. J 3.2)

EXTRA DUTY COMPENSATION (Continued)

Nava, Alma	Boyd Elementary School	\$2,757.25
Perez, Sandra	Morris Elementary School	\$2,650.15
Solorzano, Narda	Morris Elementary School	\$2,568.40
Willison, Yesenia	Boyd Elementary School	\$1,877.95

EXTRA DUTY COMPENSATION (Additional class assignment at 1/6 of their daily rate or \$45.04, whichever is greater, during the 2019/2020 school year, and to be charged to General Fund)

Carter High School

Castillo, Adrienne	English Language Arts	October 2019 – December 2019
DaSilva, Donald	Social Science	October 2019 – December 2019
Gaynor, Michael	Science	October 2019 – December 2019
Keast, Catherine	Math	October 2019 – December 2019
Orloski, Kyle	Math	October 2019 – December 2019
Othon, Michael	Science	October 2019 – December 2019
Roberts, Adelina	English Language Arts	October 2019 – December 2019
Simmons, Johnnie	Social Science	October 2019 – December 2019

Eisenhower High School

Anderson, Laura	Science	October 2019 – December 2019
Atkinson, Eric	Science	October 2019 – December 2019
Atkinson, Lance	Science	October 2019 – December 2019
Barron, Maria	Science	October 2019 – December 2019
Behr, Katrina	English Language Arts	October 2019 – December 2019
Findsen, Roxie	Math	October 2019 – December 2019
Meister, Victoria	English Language Arts	October 2019 – December 2019
Nguyen, Khoi	Science	October 2019 – December 2019
Saucedo, Rogelio	Science	October 2019 – December 2019
Valmores, Anna	Science	October 2019 – December 2019
Velez, Cynthia	Science	October 2019 – December 2019

EXTRA DUTY COMPENSATION (Department Chairpersons for the 2019/2020 school year)

Kolb Middle School

Ho, Vinh

EXTRA DUTY COMPENSATION

Milor High School

Luna, Christie

Submitted and Reviewed by: Rhea McIver Gibbs and Rhonda Kramer

(Ref. J 3.3)



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education
FROM: Cuauhtémoc Avila, Ed.D., Superintendent
ITEM: **PROVISIONAL INTERNSHIP PERMIT**

**RESOLUTION # 19-20-23
RESOLUTION OF THE BOARD OF EDUCATION
RIALTO UNIFIED SCHOOL DISTRICT
2019-2020**

October 23, 2019

The Board of Education of the Rialto Unified School District authorizes the Lead Personnel Agent, Personnel Services, to assign various teachers who are enrolled in a credential program, but have not yet completed the requirements to enter an internship program.

<u>NAME</u>	<u>SITE</u>	<u>CREDENTIAL</u>	<u>ASSIGNMENT</u>
Alaniz, Adriana	Kucera M.S.	Provisional Internship Permit – Single Subject	English

I, Cuauhtémoc Avila, Ed.D., Secretary of the Governing Board of the Rialto Unified School District, hereby certify that the foregoing is a true and correct copy of a credential waiver duly made, adopted and entered in the Board minutes of the Governing Board of the Rialto Unified School District of San Bernardino County on the 23rd day of October, 2019.

Date: _____

Cuauhtémoc Avila, Ed.D.
Secretary, Board of Education

Submitted by: Rhea McIver Gibbs and Rhonda Kramer
(Ref. J 4.1)

K DISCUSSION/ACTION ITEMS

ORDINANCE NO. 19-20-1

**ORDINANCE OF COMMUNITY FACILITIES DISTRICT NO. 2019-1
OF THE RIALTO UNIFIED SCHOOL DISTRICT AUTHORIZING
THE LEVY OF SPECIAL TAXES WITHIN CFD NO. 2019-1**

WHEREAS, on August 28, 2019, the Board of Education of the Rialto Unified School District ("Board") adopted Resolution No. 19-20-07 stating its intent to form Community Facilities District No. 2019-1 of the Rialto Unified School District ("CFD No. 2019-1") pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended ("Mello-Roos Act"); and

WHEREAS, on October 9, 2019, the Board adopted Resolution No. 19-20-17 to thereby approve the Rate and Method of Appointment of Special Taxes of CFD No. 2019-1 ("RMA"); and

WHEREAS, on October 9, 2019, the Board completed a noticed public hearing, as required by the Mello-Roos Act, in regard to the formation of CFD No. 2019-1, the RMA, the public facilities to be paid for and/or financed by CFD No. 2019-1 ("CFD Facilities"), and payment of bonded indebtedness or other debt or securities and related costs of CFD No. 2019-1; and

WHEREAS, subsequent to the October 9, 2019, public hearing, the Board adopted Resolution No. 19-20-17, to thereby establish CFD No. 2019-1, authorize the levy of special taxes within CFD No. 2019-1, and call for a special election to be conducted within CFD No. 2019-1 on October 9, 2019, with respect to propositions to levy special taxes, to incur bonded indebtedness, and to establish an appropriations limit for CFD No. 2019-1 ("Propositions"); and

WHEREAS, thereafter on October 9, 2019, a special election was held within CFD No. 2019-1 at which the eligible voters approved the Propositions by more than a two-thirds vote.

NOW, THEREFORE, the Board of Education of the Rialto Unified School District, acting as the legislative body of CFD No. 2019-1, does hereby ordain as follows:

Section 1. The foregoing recitals are all true and correct.

Section 2. By enacting this Ordinance No. 19-20-1 ("Ordinance"), the Board hereby authorizes the levy of special taxes within CFD No. 2019-1 in accordance with the RMA attached hereto as Exhibit "A" and incorporated herein by this reference, in such amounts necessary to pay all amounts payable with respect to financing and/or otherwise paying for the CFD Facilities and related obligations.

Section 3. The Board is hereby authorized to determine each year, by resolution, the rate and amounts of the special taxes to be levied within CFD No. 2019-1, and such rates and amounts to be levied in subsequent fiscal years; provided that the special tax rates shall not exceed the rates determined in accordance with the RMA.

Section 4. To the extent provided in the RMA, properties or entities of the state, federal, or other local governments shall be exempt from the levy of special taxes within CFD No. 2019-1 except that, notwithstanding this Ordinance, when property not otherwise exempt from such special taxes is acquired by a public entity through a negotiated transaction, or by gift or devise, the special taxes shall continue to be levied on such property and shall be enforceable against the public entity that acquired the property.

Section 5. No other properties or entities are exempt from the levy of special taxes within CFD No. 2019-1 unless the properties or entities are expressly exempted by applicable law, Resolution No. 19-20-17, or the RMA.

Section 6. All of the special taxes collected pursuant to this Ordinance shall be used as provided for in the Mello-Roos Act and in Resolution No. 19-20-17 of the Board.

Section 7. The special taxes authorized pursuant to this Ordinance may be collected in the same manner as ordinary *ad valorem* taxes are collected and may be subject to the same penalties and the same procedure, sale, and lien priority in cases of delinquency as provided for *ad valorem* taxes, or another procedure as may be adopted or designated by the Board.

Section 8. The San Bernardino County Auditor-Controller/Treasurer/Tax Collector may deduct reasonable administration costs incurred in collecting the special taxes authorized pursuant to this Ordinance.

Section 9. As a cumulative remedy, if any amount levied pursuant to this Ordinance in whole or in part as special taxes required for payment of bond interest or principal, together with any penalties and other charges accruing in accordance with this Ordinance, are not paid when due, the Board may bring an action to foreclose such lien not later than four years after the due date of the last installment of principal.

Section 10. This Ordinance relating to the levy of special taxes within CFD No. 2019-1 shall take effect thirty days after adoption by the Board.

ORDAINED, ENACTED AND ADOPTED by the Rialto Unified School District Board of Education, Rialto, California, acting as the legislative body of CFD No. 2019-1, County of San Bernardino, State of California, this 23rd day of October, 2019.

Edgar Montes, President

Nancy G. O'Kelley, Vice President

Dina Walker, Clerk

Joseph Ayala, Member

Joseph W. Martinez, Member

Submitted and reviewed by: **Mohammad Islam**

Exhibit "A"

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES OF
COMMUNITY FACILITIES DISTRICT NO. 2019-1
OF THE RIALTO UNIFIED SCHOOL DISTRICT**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES OF COMMUNITY FACILITIES DISTRICT NO. 2019-1 OF THE RIALTO UNIFIED SCHOOL DISTRICT

A Special Tax (as defined herein) shall be levied on and collected from all Assessor's Parcels in Community Facilities District No. 2019-1 of the Rialto Unified School District ("School District") each Fiscal Year commencing in Fiscal Year 2019/2020, in an amount determined by the Board through the application of the Rate and Method of Apportionment of Special Taxes ("RMA") described below. All the real property within the District, unless exempted by law or by provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

SECTION A DEFINITIONS

For purposes of this RMA, the terms hereinafter set forth have the following meanings:

"Acreage" means the number of acres of land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the Administrator may rely on the land area shown on the applicable Final Map.

"Act" means the Mello-Roos Communities Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any ordinary and necessary expense incurred by the School District on behalf of the District related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including, but not limited to, the reasonable expenses of collecting delinquencies, the administration of Bonds, the proportionate payment of salaries and benefits of any School District employee whose duties are directly related to the administration of the District, and reasonable costs otherwise incurred in order to carry out the authorized purposes of the District including a proportionate amount of School District general administrative overhead related thereto.

"Administrator" means an official of the School District or designee thereof, responsible for determining the levy and collection of the Special Taxes.

"Annual Special Tax" means the Special Tax levied in any Fiscal Year on any Assessor's Parcel.

"Assessor's Parcel" means a parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of the District.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means that number assigned to an Assessor's Parcel by the County for purposes of identification.

"Assigned Annual Special Tax" means the Special Tax of that name described in Section D hereof.

"Backup Annual Special Tax" means the Special Tax of that name described in Section E hereof.

"Board" means the Governing Board (Board of Trustees) of the School District, or its designee, acting as the Legislative Body of the District.

"Bond Index" means the national Bond Buyer Revenue Index, commonly referenced as the 25-Bond Revenue Index. In the event the Bond Index ceases to be published, the index used shall be based on a comparable index for revenue bonds maturing in 30 years with an average rating equivalent to Moody's A1 and/or Standard & Poor's A+, as determined by the Board.

"Bond Yield" means the yield of the last series of Bonds issued. For purposes of this calculation the yield of the Bonds shall be the yield calculated at the time such Bonds are issued, pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, for the purpose of the Non-Arbitrage (Tax) Certificate or other similar bond issuance document.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Taxes have been pledged for repayment.

"Building Square Footage" or "BSF" means the square footage of assessable internal living space of a Unit, exclusive of any carports, walkways, garages, overhangs, patios, enclosed patios, detached accessory structure, other structures not used as living space, or any other square footage excluded under Government Code Section 65995 as determined by reference to the building permit(s) for such Unit.

"County" means the County of San Bernardino, California.

"Developed Property" means all Assessor's Parcels of Taxable Property for which building permit(s) were issued on or before May 1 of the prior Fiscal Year, provided that such Assessor's Parcels were created on or before January 1 of the prior Fiscal Year, as reasonably determined by the Administrator.

"District" means Community Facilities District No. 2019-1 of the School District.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes pursuant to Section K hereof.

"Final Map" means a final tract map, parcel map, lot line adjustment, or functionally equivalent map or instrument that creates individual Lots, recorded in the Office of the County Recorder.

"Fiscal Year" means the period commencing on July 1 of any year and ending on the following June 30.

"Land Use Class or Classes" means the tax classifications depicted in Table 1 for all Assessor's

Parcel of Developed Property based on the Building Square Footage of such Assessor's Parcel.

"Lot" means an individual legal lot created by a Final Map for which a building permit for residential construction has been or could be issued.

"Maximum Special Tax" means for each Assessor's Parcel, the maximum Special Tax, determined in accordance with Section C, which can be levied by the District in a given Fiscal Year on such Assessor's Parcel.

"Mitigation Agreement" means the School Facilities Mitigation Agreement made and entered into as of [DATE] by and among the School District, Lytle Development Company, and El Rancho Verde Golf, LLC.

"Net Taxable Acreage" means the total Acreage of Developed Property expected to exist within the District after all Final Maps are recorded.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax obligation for an Assessor's Parcel as described in Section H hereof.

"Prepayment Administrative Fees" means any fees or expenses of the School District or the District associated with the prepayment of the Special Tax obligation of an Assessor's Parcel. Prepayment Administrative Fees shall include among other things the cost of computing the Prepayment Amount, redeeming Bonds, and recording any notices to evidence the prepayment and redemption of Bonds.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel as described in Section G hereof.

"Present Value of Taxes" means for any Assessor's Parcel the present value of (i) the unpaid portion, if any, of the Annual Special Tax applicable to such Assessor's Parcel in the current Fiscal Year and (ii) the Special Taxes expected to be levied on such Assessor's Parcel in each remaining Fiscal Year, as determined by the Administrator, until the termination date specified in Section J, but in no event longer than 33 Fiscal Years. The discount rate used for this calculation shall be equal to (a) the Bond Yield after Bond issuance or (b) the most recently published Bond Index prior to Bond issuance.

"Proportionately" means that the ratio of the actual Annual Special Tax levy to the applicable Assigned Annual Special Tax is equal for all applicable Assessor's Parcels. In the case of Developed Property subject to apportionment of the Annual Special Tax under Step Four of Section F, "Proportionately" shall mean that the quotient of (i) the Annual Special Tax less the Assigned Annual Special Tax divided by (ii) the Backup Annual Special Tax less the Assigned Annual Special Tax is equal for all applicable Assessor's Parcels.

"Provisional Undeveloped Property" means all Assessor's Parcels of Taxable Property that would otherwise be classified as Exempt Property pursuant to Section K but cannot be classified as Exempt Property because to do so would reduce the Net Taxable Acreage below the required minimum Acreage set forth in Section K, as applicable.

"Reserve Fund Credit" means an amount equal to the lesser of (i) the reduction in the applicable reserve fund requirement(s) resulting from the redemption of Bonds with the Prepayment Amount or (ii) ten percent (10%) of the amount of Bonds which will be redeemed. If a surety bond or other credit instrument satisfies the reserve requirement or the reserve requirement is underfunded at the time of the prepayment, no Reserve Fund Credit shall be given.

"School District" means the Rialto Unified School District, a public school district organized and operating pursuant to the Constitution and laws of the State of California.

"Special Tax" means any of the special taxes authorized to be levied by the District pursuant to the Act and this RMA.

"Special Tax Requirement" means the amount required in any Fiscal Year to pay (i) the debt service or the periodic costs on all outstanding Bonds, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account or accounts established in association with the Bonds, (iv) any amount required to establish or replenish any reserve funds (or accounts thereof) established in association with the Bonds, and (v) the collection or accumulation of funds for the acquisition or construction of school facilities and certain costs associated with the maintenance and operations of school facilities authorized by the District provided that the inclusion of such amount does not cause an increase in the levy of Special Tax on Undeveloped Property or Provisional Undeveloped Property as set forth in Steps Two through Four of Section F, less (vi) any amount(s) available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond indenture, fiscal agent agreement, trust agreement, or equivalent agreement or document. In arriving at the Special Tax Requirement, the Administrator shall take into account the reasonably anticipated delinquent Special Taxes, provided that the amount included cannot cause the Annual Special Tax of an Assessor Parcel of Developed Property to increase by greater than ten percent (10%) of what would have otherwise been levied.

"Taxable Property" means all Assessor's Parcels which are not classified as Exempt Property.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not classified as Developed Property.

"Unit" means each separate residential dwelling unit, including but not limited to, a single family attached or detached unit, condominium, an apartment unit, mobile home, or otherwise, excluding hotel and motels.

"Zone" means the areas identified as a Zone of CFD No. 2019-1 in Section N of this RMA.

"Zone 1" means all property located within the area identified as Zone 1 of CFD No. 2019-1 in Section N of the RMA, being Lots 1, A, and B of Tentative Tract Map 20092 in the City of Rialto, County of San Bernardino.

"Zone 2" means all property located within the area identified as Zone 2 of CFD No. 2019-1 in Section N of the RMA, being Lots 2, C, and D of Tentative Tract Map 20092 in the City of Rialto, County of San Bernardino.

"Zone 3" means all property located within the area identified as Zone 3 of CFD No. 2019-1 in Section N of the RMA, being Lots 3, E, and F of Tentative Tract Map 20092 in the City of Rialto, County of San Bernardino.

"Zone 4" means all property located within the area identified as Zone 4 of CFD No. 2019-1 in Section N of the RMA, being Lots 4 and M of Tentative Tract Map 20092 in the City of Rialto, County of San Bernardino.

"Zone 5" means all property located within the area identified as Zone 5 of CFD No. 2019-1 in Section N of the RMA, being Lots 5 and N of Tentative Tract Map 20092 in the City of Rialto, County of San Bernardino.

"Zone 6" means all property located within the area identified as Zone 6 of CFD No. 2019-1 in Section N of the RMA, being Lots 6, J, H, and G of Tentative Tract Map 20092 in the City of Rialto, County of San Bernardino.

"Zone 7" means all property located within the area identified as Zone 7 of CFD No. 2019-1 in Section N of the RMA, being identified as "Remainder Parcel" on Tentative Tract Map 20092 in the City of Rialto, County of San Bernardino.

SECTION B CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, commencing with Fiscal Year 2019/2020, all Assessor's Parcels within the District shall be assigned to a Zone in accordance with Section N and classified as either Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property or Provisional Undeveloped Property. Developed Property shall be assigned to a Land Use Class, according to Table 1 below, based on the Building Square Footage of each Unit.

Table 1
Land Use Classification

Land Use Class	Building Square Footage
1	≤ 1,600 sq. ft.
2	1,601 – 1,800 sq. ft.
3	1,801 – 2,000 sq. ft.
4	2,001 – 2,200 sq. ft.
5	2,201 – 2,400 sq. ft.
6	2,401 – 2,600 sq. ft.
7	2,601 – 2,800 sq. ft.
8	2,801 – 3,000 sq. ft.
9	3,001 – 3,200 sq. ft.
10	> 3,200 sq. ft.

SECTION C MAXIMUM SPECIAL TAX

1. Developed Property

The Maximum Special Tax for each Assessor's Parcel classified as Developed Property shall be the greater of the amount derived by the application of the (a) Assigned Annual Special Tax or (b) Backup Annual Special Tax.

2. Undeveloped Property

The Maximum Special Tax for each Assessor's Parcel classified as Undeveloped Property or Provisional Undeveloped Property shall be derived by the application of the Assigned Annual Special Tax.

SECTION D ASSIGNED ANNUAL SPECIAL TAXES

1. Developed Property

The Assigned Annual Special Tax for each Assessor's Parcel of Developed Property will be determined in accordance with Table 2 below, subject to increases as described below.

Table 2
Fiscal Year 2019/2020
Assigned Annual Special Taxes
for Developed Property

Land Use Class	Building Square Footage	Assigned Annual Special Tax
1	≤ 1,600 sq. ft.	\$520.00 per Unit
2	1,601 – 1,800 sq. ft.	\$537.00 per Unit
3	1,801 – 2,000 sq. ft.	\$554.00 per Unit
4	2,001 – 2,200 sq. ft.	\$604.00 per Unit
5	2,201 – 2,400 sq. ft.	\$646.00 per Unit
6	2,401 – 2,600 sq. ft.	\$672.00 per Unit
7	2,601 – 2,800 sq. ft.	\$697.00 per Unit
8	2,801 – 3,000 sq. ft.	\$735.00 per Unit
9	3,001 – 3,200 sq. ft.	\$756.00 per Unit
10	> 3,200 sq. ft.	\$777.00 per Unit

2. Undeveloped Property and Provisional Undeveloped Property

The Assigned Annual Special Tax for each Assessor's Parcel of Undeveloped Property or Provisional Undeveloped Property shall be determined in accordance with Table 3 below, subject to increase as described below.

Table 3
Fiscal Year 2019/2020
Assigned Annual Special Taxes
for Undeveloped Developed Property and
Provisional Undeveloped Developed Property

Zone	Assigned Annual Special Tax
1	\$6,033.00 per Acre
2	\$5,205.00 per Acre
3	\$4,818.00 per Acre
4	\$5,520.00 per Acre
5	\$7,648.00 per Acre
6	\$5,712.00 per Acre

3. Increases in the Assigned Annual Special Tax

a. Developed Property

On each July 1, commencing July 1, 2020, the Assigned Annual Special Tax applicable to Developed Property shall be increased by two percent (2.00%) of the amount in effect the prior Fiscal Year.

b. Undeveloped Property and Provisional Undeveloped Property

On each July 1, commencing July 1, 2020, the Assigned Annual Special Tax per acre of Acreage for Undeveloped Property and Provisional Undeveloped Property shall be increased by two percent (2.00%) of the amount in effect the prior Fiscal Year.

SECTION E

BACKUP ANNUAL SPECIAL TAX

Each Fiscal Year, each Assessor's Parcel of Developed Property shall be subject to a Backup Annual Special Tax.

1. Calculation of the Backup Annual Special Tax

The Backup Annual Special Tax for an Assessor's Parcel of Developed Property within a Final Map shall be the rate per Lot calculated in accordance with the following formula in Fiscal Year 2019/2020 or such later Fiscal Year in which such Final Map is created, subject to increases as described below:

$$B = (U \times A) / L$$

The terms above have the following meanings:

B	=	Backup Annual Special Tax per Lot for the applicable Final Map
U	=	Assigned Annual Special Tax per Acre of Undeveloped Property in the Fiscal Year the calculation is performed
A	=	Acreage of Taxable Property expected to exist within such Final Map at the time of calculation, as determined by the Administrator
L	=	Number of Lots within the applicable Final Map at the time of calculation

2. Changes to a Final Map

If the Final Map(s) described in the preceding paragraph are subsequently changed or modified, then the Backup Annual Special Tax for each Assessor's Parcel of Developed Property changed or modified in each such Final Map shall be a rate per square foot of Acreage calculated as follows:

- a. Determine the total Backup Annual Special Tax revenue anticipated to apply to the changed or modified Assessor's Parcels prior to the change or modification.
- b. The result of paragraph a. above shall be divided by the Acreage of Taxable Property of the modified Assessor's Parcels, as reasonably determined by the Administrator.
- c. The result of paragraph b above shall be divided by 43,560. The result is the Backup Annual Special Tax per square foot of Acreage that shall be applicable to the modified Assessor's Parcels, subject to increases as described below.

3. Increase in the Backup Annual Special Tax

Each July 1, commencing the July 1 following the initial calculation of the Backup Annual Special Tax for Developed Property within a Final Map, the Backup Annual Special Tax for each Lot within such Final Map shall be increased by two percent (2.00%) of the amount in effect the prior Fiscal Year.

**SECTION F
METHOD OF APPORTIONMENT
OF THE ANNUAL SPECIAL TAX**

Commencing Fiscal Year 2019/2020 and for each subsequent Fiscal Year, the Board shall levy Annual Special Taxes on all Taxable Property in accordance with the following steps:

- Step One:** The Special Tax shall be levied on each Assessor's Parcel of Developed Property at the Assigned Annual Special Tax applicable to each such Assessor's Parcel.
- Step Two:** If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Assigned Annual Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.
- Step Three:** If additional moneys are needed to satisfy the Special Tax Requirement after the second step has been completed, the Special Tax on each Assessor's Parcel of Developed Property, for which the Maximum Special Tax is the Backup Annual Special Tax, shall be increased Proportionately from the Assigned Annual Special Tax up to 100% of the Backup Annual Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.
- Step Four:** If additional moneys are needed to satisfy the Special Tax Requirement after the third step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Assigned Annual Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

SECTION G PREPAYMENT OF SPECIAL TAXES

1. Special Tax Prepayment Times and Conditions

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be prepaid, if there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel. An owner of an Assessor's Parcel intending to prepay the Special Tax shall provide the School District with written notice of intent to prepay. Within thirty (30) days of receipt of such written notice, the Administrator shall determine the Prepayment Amount for such Assessor's Parcel and shall notify such owner of such Prepayment Amount.

2. Special Tax Prepayment Calculation

The Prepayment Amount shall be calculated according to the following formula:

$$P = PVT - RFC + PAF$$

The terms above have the following meanings:

P	=	Prepayment Amount
PVT	=	Present Value of Taxes
RFC	=	Reserve Fund Credit
PAF	=	Prepayment Administrative Fees

3. Special Tax Prepayment Procedures and Limitations

The amount representing the Present Value of Taxes attributable to the prepayment less the Reserve Fund Credit attributable to the prepayment shall, prior to the issuance of Bonds, be deposited into a separate account held with the School District and disbursed in accordance with the Mitigation Agreement and after the issuance of Bonds be deposited into the applicable account or fund established under the trust agreement, indenture agreement or fiscal agent agreement and used to pay debt service or redeem Bonds. The amount representing the Prepayment Administrative Fees attributable to the prepayment shall be retained and deposited into the applicable account by the District.

With respect to any Assessor's Parcel for which the Special Tax is prepaid, the Board shall indicate in the records of the District that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Assigned Annual Special Taxes that may be levied on Taxable Property, net of Administrative Expenses

and excluding Provisional Undeveloped Property, after such prepayment shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all currently outstanding Bonds in each future Fiscal Year and such prepayment will not impair the security of all currently outstanding Bonds, as reasonably determined by the Administrator. Such determination shall include identifying all Assessor's Parcels that are expected to be classified as Exempt Property.

Notwithstanding the above, the ability to prepay the Special Tax obligation of an Assessor's Parcel may be suspended, by the Administrator, acting in his or her absolute and sole discretion for and on behalf of the District, without notice to the owners of property within the District for a period of time, not to exceed sixty (60) days, prior to the scheduled issuance of Bonds by the District to assist in the efficient preparation of the required bond market disclosure.

SECTION H

PARTIAL PREPAYMENT OF SPECIAL TAXES

1. Partial Prepayment Times and Conditions

The Special Tax obligation for Assessor's Parcels of Taxable Property may be partially prepaid in increments of ten (10) Units, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcels at the time the Special Tax obligation would be partially prepaid. An owner of an Assessor's Parcel(s) intending to partially prepay the Special Tax shall provide the District with written notice of their intent to partially prepay. Within thirty (30) days of receipt of such written notice, the Administrator shall determine the Partial Prepayment Amount of such Assessor's Parcel and shall notify such owner of such Partial Prepayment Amount.

2. Partial Prepayment Calculation

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = PVT \times F - RFC + PAF$$

The terms above have the following meanings:

PP	=	the Partial Prepayment Amount
PVT	=	Present Value of Taxes
F	=	the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation
RFC	=	Reserve Fund Credit
PAF	=	Prepayment Administrative Fees

3. Partial Prepayment Procedures and Limitations

The amount representing the Present Value of Taxes attributable to the prepayment less the Reserve Fund Credit attributable to the prepayment shall, prior to the issuance of Bonds, be deposited into a separate account held with the School District and disbursed in accordance with the Mitigation Agreement and after the issuance of Bonds be deposited into the applicable account or fund established under the trust agreement or indenture agreement or fiscal agent agreement and used to pay debt service or redeem Bonds. The amount representing the Prepayment Administrative Fees attributable to the prepayment shall be retained and deposited into the applicable account by the District.

With respect to any Assessor's Parcel for which the Special Tax obligation is partially prepaid, the Board shall indicate in the records of the District that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease. Additionally, the notice shall indicate that the Assigned Annual Special Tax and the Backup Annual Special Tax if applicable for the Assessor's Parcel has been reduced by an amount equal to the percentage which was partially prepaid.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Taxes that may be levied on Taxable Property, excluding Provisional Undeveloped Property, after such partial prepayment, and net of Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all currently outstanding Bonds in each future Fiscal Year and such partial prepayment will not impair the security of all currently outstanding Bonds, as reasonably determined by the Administrator. Such determination shall include identifying all Assessor's Parcels that are expected to be classified as Exempt Property.

Notwithstanding the above, the ability to prepay the Annual Special Tax obligation of an Assessor's Parcel may be suspended, by the Administrator, acting in his or her absolute and sole discretion for and on behalf of the District, without notice to the owners of property within the District for a period of time, not to exceed sixty (60) days, prior to the scheduled issuance of Bonds by the District to assist in the efficient preparation of the required bond market disclosure.

SECTION I ANNUAL SPECIAL TAX REMAINDER

In any Fiscal Year which the Special Taxes collected from Developed Property exceeds the amount needed to make regularly scheduled annual interest and principal payments on outstanding Bonds and pay Administrative Expenses, the School District may use such amount for acquisition, construction or financing of school facilities and certain costs associated with the maintenance and operations of school facilities in accordance with the Mitigation Agreement, District proceedings and other applicable laws as determined by the Board.

SECTION J TERMINATION OF SPECIAL TAX

The Special Tax shall be levied for a term of three (3) Fiscal Years after the final maturity of the last series of Bonds, provided that the Special Tax shall not be levied later than Fiscal Year 2064/2065. However, the Special Tax may cease to be levied in an earlier Fiscal Year if the Board has determined (i) that all required interest and principal payments on the Bonds have been paid, (ii) all authorized facilities of the District have been acquired and all reimbursements have been paid, and (iii) all other obligations of the District have been satisfied.

SECTION K EXEMPTIONS

No Special Tax shall be levied on any Assessor Parcel within Zone 7 as shown in Section N. The Administrator shall classify as Exempt Property in the chronological order in which each Assessor Parcel becomes (i) owned by the State of California, federal or other local governments, (ii) used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) owned by a homeowners' association, (iv) burdened with a public or utility easements making impractical their utilization for other than the purposes set forth in the easement, or (v) any other Assessor's Parcels at the reasonable discretion of the Board, provided that no such classification would reduce the Net Taxable Acreage within a given Zone to less than the amount of Acreage listed in Table 4 below ("Minimum Taxable Acreage").

Table 4
Minimum Taxable Acreage

Zone	Minimum Taxable Acreage
1	12.08 Acres
2	17.36 Acres
3	13.65 Acres
4	9.49 Acres
5	14.39 Acres
6	12.95 Acres

Notwithstanding the above, the Administrator or Board shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of the Acreage of all Taxable Property to less than the Minimum Taxable Acreage. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than the Minimum Taxable Acreage will be classified as Provisional Undeveloped Property, as applicable, and will continue to be subject to Special Taxes accordingly.

SECTION L APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator to be received by the Administrator not later than six (6) months after having paid the first installment of the Special Tax that is disputed. The reissuance or cancellation of a building permit is not an eligible reason for appeal. In order to be considered sufficient, any notice of appeal must (i) specifically identify the property by address and Assessor's Parcel Number, (ii) state the amount in dispute and whether it is the whole amount or only a portion of the Special Tax, (iii) state all grounds on which the property owner is disputing the amount or application of the Special Tax, including a reasonably detailed explanation as to why the amount or application of such Special Tax is incorrect, (iv) include all documentation, if any, in support of the claim, and (v) be verified under penalty of perjury by the person who paid the Special Tax or his or her guardian, executor or administrator. The Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) as the representative's decision shall indicate.

SECTION M MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes and shall be subject to the same penalties, the same procedure, sale and lien priority in the case of delinquency; provided, however, that the District may directly bill all or a portion of the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of ten percent (10%) of the Special Tax will attach at 5:00 p.m. on the date the Special Tax becomes delinquent and interest at 1.5% per month of the Special Tax will attach on the July 1 after the delinquency date and the first of each month thereafter until such Special Taxes are paid.

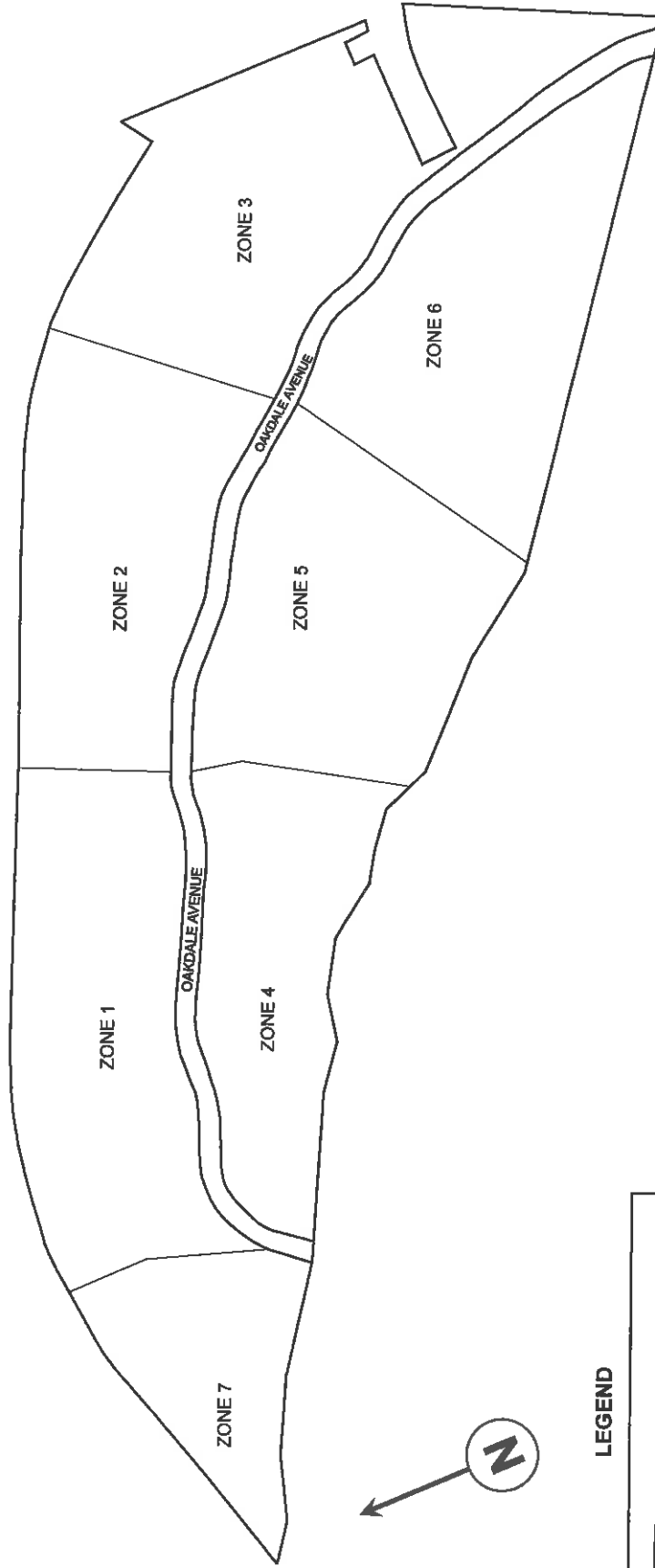
SECTION N MAP OF ZONES

See attached.



SECTION N

MAP OF ZONES

**COMMUNITY FACILITIES DISTRICT NO. 2019-1 OF THE
RIALTO UNIFIED SCHOOL DISTRICT**



LEGEND

	Boundaries of Community Facilities
	Boundaries of Zones



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education
FROM: Cuauhtémoc Avila, Ed.D., Superintendent
ITEM: **DENIAL OF LIABILITY CLAIM NO. 19-20-02**

Background: District received Claim No. 19-20-02

Reasoning: Government Code, Section 900

Recommendation: Deny Liability claim No. 19-20-02.

Fiscal Impact: Unknown.

Submitted by: Derek Harris
Reviewed by: Mohammad Z. Islam

(Ref. K 2.1)



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education
FROM: Cuauhtémoc Avila, Ed. D., Superintendent
ITEM: **RESOLUTION NO. 19-20-24**
SCHOOL CLOSURE DUE TO EMERGENCY CONDITIONS

Background: Education Code Section 46392 provides for the crediting of Average Daily Attendance (ADA) "whenever the average daily attendance of any school district, county office of education, or regional occupational center or program has been materially decreased...because of fire, flood, impassable roads [and other specified circumstances.]" School district and county offices are to be held harmless from revenue loss that might otherwise result from the loss of ADA or instructional time in emergencies.

Reasoning: On Thursday, October 10, 2019 at approximately 8:30 a.m. Southern California Edison (SCE) implemented their Public Safety Power Shutoff (PSPS) due to inclement weather that affected Kordyak Elementary School and surrounding areas. SCE has advised the District that the PSPS event will continue through Friday, October 11, 2019 at approximate 3:00 p.m.. Kordyak will resume their normal school schedule on Monday, October 14, 2019.

In order to disregard the days in the computation of average daily attendance for which the District is paid by the California Department of Education and obtain credit for the students who were not permitted to attend, the Board of Education is required to certify by Affidavit that Kordyak Elementary School was closed due to an inclement weather condition that brought about the SCE Power Shutoff.

Recommendation: Adopt Resolution No. 19-20-24 authorizing the filing of Form J-13A and requesting approval by the County Superintendent of Schools for the emergency closure and reduction of average daily attendance for Thursday, October 10, 2019 and Friday, October 11, 2019 for Kordyak Elementary School.

Edgar Montes, President

Nancy G. O'Kelley, Vice President

Dina Walker, Clerk

Joseph Ayala, Member

Joesph W. Martinez, Member

Submitted by: Diane Romo
Reviewed by: Mohammad Z Islam

(Ref. K 3.1)

**Rialto Unified School District
and
California School Employees Association and its Chapter 203
Tentative 2019-2020 Contract Agreement**

October 3, 2019

This Tentative Agreement is entered into by and between the California School Employees Association (“CSEA”), and its Chapter 203, and the Rialto Unified School District (“District”) and contains the agreements reached over the parties 2019-2020 bargaining proposals.

Any issue, subject, or matter discussed by the District and CSEA during negotiations over the 2019-2020 bargaining proposals not contained in this document shall be considered withdrawn by the party presenting it. Any “oral agreement” or “understanding” not reflected in writing below shall have no force or effect.

Agreement on the 2019-2020 contract amendments shall be conditional upon ratification of this Tentative Agreement and finalization of contract language.

Change to language is indicated in bold for additions and strike through for deletions:

ARTICLE I: AGREEMENT

1. This agreement made and entered into this 30th 3rd day of, ~~June~~ **October, 2017** **2019** between the Rialto Unified School District (hereinafter referred to as “District”) and ~~Rialto Chapter #203 of the~~ **Rialto Chapter #203** of the California School Employees Association and its **Rialto Chapter #203** (hereinafter referred to as “Association”) shall commence July 1, ~~2016~~ **2019**, and continue through June 30, ~~2019~~ **2022**, except as otherwise provided pursuant to Article XXV, Term of Agreement.
2. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures to the extent permitted by applicable law.

(All other language in Article I will remain the same)

ARTICLE IV: ASSOCIATION RIGHTS

1. The Association may use the intra-district mail and/or electronic mail system and those bulletin boards designated for organizational use as long as there is no cost to the school or District. Such use shall be in accordance with District rules and regulations.

(Ref. K 5.1)

2. The Association agrees to furnish advance copies of all material for general distribution sent through District mail and electronic mail system or posted on bulletin boards to the Superintendent and the ~~Senior Director of Personnel Services~~ **Personnel Administrators**.
3. The Association will not post or distribute information which is derogatory or defamatory to the District or its personnel.
4. The Association may use school facilities before or after regularly scheduled school hours upon completion of application according to the "Civic Center Act," and District procedures.
5. If District property is to be used, an authorized Association representative must obtain advance permission from the Superintendent regarding the specific time, place and type of activity to be conducted.
6. Association business shall not be conducted during an employee's duty hours (except as otherwise provided for in this Agreement or as permitted or directed by the District).
7. Authorized representatives of the Association shall be permitted to transact official Association business on school property during non-duty hours of the employee(s) (unless otherwise agreed by the parties) as long as there is no interference with the normal operation of the school or disruption of the instructional program. Association representatives will notify the school office or site manager when they come on campus.
8. The District recognizes the Association's right to file a grievance relating to its rights under this Agreement.
9. The District will provide the Association with three (3) complete copies of each RUSD Board of Trustees meeting agenda.
10. The District will provide the Association with ~~access to a disk containing~~ District policies and administrative regulations including all revisions and updates.
11. The District will provide the Association with a current list of bargaining unit members, designated worksites, salary schedules and most current classified seniority list. Names, addresses, position titles, sites and telephone numbers of all unit members shall be provided to the Association, without cost, no later than November 1 of each school year. ~~This requirement shall not apply for employees who have requested (in writing to the Personnel Department) that their~~

~~addresses and/or telephone numbers not be released.~~

12. The District will provide a copy of the current collective bargaining agreement, with changes and updates as follows:
 - a. ~~Thirty Sixty (30 60)~~ copies to the Association President
 - b. A copy to each District site or department with its location to be made known to classified employees
 - c. A copy to be placed on the District Website
13. The Association shall be invited to the budget workshop presentation to the Board of Education.
14. A joint District/ Association Safety Committee shall be established and presided over by the Risk Management Department.

ARTICLE VII: ~~FAIR SHARE AGREEMENT~~ ASSOCIATION SECURITY

~~1. The District shall deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the unit member, on the appropriate form, subject to the following conditions.~~

1a. MEMBERSHIP PAYROLL DEDUCTION

~~Any unit member who is a member of the Association, or who has applied for membership, may must sign and deliver to the designated representative of the District Association an application authorizing deduction of unified membership dues and assessments of the Association from the unit members pay. Such authorization shall continue in effect until revoked in writing by the unit member.~~ Pursuant to such authorization, the District shall deduct dues from the regular salary pay warrant of the unit member each month in accordance with the dues structure of the Association.

Such deduction shall be made only upon notification from the Association to the designated representative of the District. The Association shall provide written notification to the District of any unit member who is a member of CSEA & its Chapter 203, or who has applied for membership, and who has authorized deduction of unified membership dues, initiation fees and general assessments in the Association.

~~b. All classified unit members must become a member of the Association or pay a representational fee pursuant to the provisions below. Said representation fee may be paid in a one lump sum directly to the Association, or the unit member~~

~~may authorize payroll deductions for such fees in the same manner provided in paragraph 1a above. If the unit member fails to pay the fee directly to the Association or authorize payment through voluntary payroll deduction within the ten (10) day period immediately following commencement of his/her hire date, the Association shall so inform the District and the District shall begin automatic payroll deductions as set forth in paragraph 1a above.~~

2e. IMPLEMENTATION

The District shall implement for any employee an Association monthly dues deduction as soon as reasonably possible but in no event more than **two payroll cycles** ~~twenty (20) workdays~~ after such submission.

3d. NOTICE OF LOCAL CHAPTER DUES

The Association shall by June 30 of each year notify in writing the District and all its members as to the dues amount and the months in which deduction for membership in the Association.

4e. ASSESSMENTS

If the Association wishes to implement an assessment, it shall notify the District least twenty (20) days prior to the issuance of the affected payroll warrant(s) of the amount of the assessment.

f. ~~Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining, maintaining membership in, or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support the Association as a condition of employment except that such member shall pay, in lieu of a representation fee, sums equal to such fee to one of the following organizations exempt from taxation under Section 501(c)(3) of Title 16 of the Internal Revenue Code:~~

- ~~1. Rialto Child Assistance.~~
- ~~2. American Cancer Society.~~
- ~~3. Juvenile Diabetes Foundation.~~

~~All requests for exemptions must be submitted by the unit member to the Association's Legal Department. Notification(s) of exemption(s) shall be made by the Association's Legal Department to the unit member, the local Chapter and the District.~~

~~g. The Association shall submit annually a "Representation Fee Explanation and Notice of Right to Challenge," to all fee payers.~~

5h. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

6i. The District agrees to remit the membership dues ~~and representation fee~~ deductions to the Association each month and to provide an alphabetical list of all unit members for whom deductions have been made. The District shall not be liable to the employee or the Association, or have any responsibility for these funds beyond transmittal in accordance with the Agreement.

7j. **HOLD HARMLESS**

The Association shall indemnify, defend and hold harmless the District, the District's Board of Education, including each individual school Board Member, and employees acting within the scope of their employment, agents and representatives of the District against any and all claims, demands, suits or other forms of liability, including, but not limited to, damages, judgments, fees, fines, court costs, attorney fees, penalties or awards resulting from any court, or PERB order, judgment or settlement which results from an action against the District by reason of, or resulting from, the operation of this Article, except in cases where the Association seeks redress for the District's failure to comply with the operation of this Article. The Association shall bear all reasonable costs of defending against any and all such claims, demands, suits, or other forms of liability, including, but not limited to, court costs, attorney fees and all other costs of litigation.

8k. **ASSOCIATION'S RESPONSIBILITY**

Upon commencement of such legal action, the Association shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment made or brought against the District or Association because of such action shall or shall not be compromised, resisted, defended, tried, or appealed. The Association's decision thereon shall be final and binding upon all Parties protected by this Article.

9l. **DISTRICT'S RESPONSIBILITY**

a. Within ten (10) days of proper service of a claim, demand, suit or other legal action against any protected Party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon request, the District shall provide the

Association's legal counsel with documents and information reasonably related to providing a defense.

- m.b. Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings, District-approved charitable donations, and insurance programs, or any plan mutually agreed to by the District and the Association.

ARTICLE X: DISCIPLINARY PROCEDURE

The District agrees to adhere to the concept of progressive discipline and remediation. Progressive discipline may include the following actions, but may jump steps depending on the employee's performance/conduct:

1. Verbal warning(s)
2. Conference summary
3. Written warning(s)
4. Written reprimand(s)
5. Suspension without pay
6. Termination

Employees shall have the right to attach a written rebuttal or response to a conference summary, written warning or written reprimand.

DISCIPLINARY PROCEDURES

1. A permanent classified employee may be demoted, suspended or dismissed by the Superintendent or designee only for cause as provided in procedures set forth herein. This policy shall not apply to layoffs for lack of work or funds. The term "discipline," for the purposes of this policy, shall mean a suspension without pay, involuntary demotion (except layoff) or termination.

EXCLUSION OF PROBATIONARY EMPLOYEES

2. The provisions of this policy shall apply to permanent employees. Probationary employees are subject to disciplinary action without appeal up to and including termination at the sole discretion of the District.

All other language in Article X will remain the same.

**ARTICLE XI: REPLACEMENT OR REPAIR OF
EMPLOYEE'S PERSONAL PROPERTY**

1. The District will set aside annually an amount sufficient for reimbursing an employee under the terms of this Article. The District may ~~pay~~ **reimbursement** the cost of replacing or repairing property of an employee, such as eyeglasses, hearing aids, dentures, watches, cell phones or articles of clothing necessarily worn or carried by the employee, or vehicles, when such items are damaged in the line of duty without fault of the employee or if such property is stolen from the employee by robbery or theft while the employee is in the line of duty.
2. The District may reimburse an employee for the loss, destruction, or damage by arson, burglary, or vandalism of personal property used in the schools or offices subject to paragraph "c" below.
3. If the items are damaged beyond repair or stolen, the actual value of such items may be ~~paid~~ **reimbursed**. The value of such items shall be determined as of the time of the damage thereto or the robbery or theft and shall include normal allowance for depreciation. Each claim by an employee will be judged on its individual merits.
4. ~~Payments~~ **Reimbursements** shall be based on the following:
 - a. No ~~payment~~ **reimbursement** shall be made for any item having a value of less than ten dollars (\$10.00) at the time of damage or theft, nor shall any ~~payment~~ reimbursement be made for repairs of less than ten dollars (\$10.00). The maximum ~~payment~~ **reimbursement** for any one loss shall not exceed ~~five hundred seven hundred fifty~~ dollars (\$500.00 ~~750.00~~). ~~Payment~~ **Reimbursement** shall be subject to the availability of funds authorized by the Board of Education for this specific purpose.
 - b. A written request for reimbursement for damage to property shall be filed by the employee with the ~~Director of Risk Management/Employee Benefits~~ **Risk Management Administrator** within thirty (30) days of the date of loss and shall be signed by the employee and the Immediate Supervisor. The District may review and/or investigate any request for reimbursement as it deems necessary before granting reimbursement.
 - c. Reimbursement for loss, destruction, or damage by arson, burglary, or vandalism of personal property used in the schools or offices is provided only when approval for the use of the personal property in the schools or offices was given before the property was brought to the school or office and when the value of the property was agreed upon in writing by the person bringing in the property, the Immediate Supervisor, and the

~~Director of Risk Management/Employee Benefits~~ Risk Management Administrator.

- d. Reimbursement for vehicle damage shall be limited to ~~payment~~ reimbursement of the deductible amount of the employee's insurance policy not to exceed five hundred dollars (\$500.00), for damages resulting from malicious acts of others while a vehicle is parked ~~or driven~~ on or adjacent to the school or at the site of authorized District activities. Collision, theft of an entire vehicle, any optional equipment attached thereto, any personal property within the vehicle ~~such as a radio, hubcaps, or tape deck including tapes and cassettes~~, and damage to a vehicle resulting from actual theft of the vehicle are specifically excluded from this coverage. Damage to an employee's vehicle caused by a collision due to the District's negligence shall not be excluded from coverage under this Article.
- e. Where the claim involves a vehicle or theft of property, a report shall be made to the police and the police report number included in the claim.
- f. The employee must assign to the District right of subrogation to the extent of any ~~payment~~ reimbursement made by the District.
- g. Recommendations for ~~payment~~ reimbursements shall be made by the Superintendent and his/her decision will be final. The decision to deny payment shall not be arbitrary or capricious and any denial shall include the reason(s) for denial.

ARTICLE XII: LEAVES

GENERAL PROVISIONS

1. Unless specifically stated otherwise, all leaves are granted without pay or benefits and shall not be credited toward time of service. Employees shall maintain but not add to earned sick leave or any other rights. This provision does not alter the leave rights of employees covered in this agreement or available to them through state and federal law.
2. Unless otherwise agreed upon prior to taking leave, returning employees shall be entitled to return to the first vacant position in the classification held at the time the leave was granted. Upon return to service, the employee shall be placed upon the salary step placement to which the employee would have been entitled at the time the leave was granted. Unpaid leave time shall not be counted for step advancement purposes.

3. For any leave involving illness, accident, pregnancy or other medical problems, the Superintendent may require a written statement from the attending doctor or physician.
4. In the event the physician or doctor of an employee shall be of the opinion that said employee is capable of performing his/her duties but the physician or doctor appointed by the District shall be of a contrary opinion the employee shall be examined by an impartial third physician or doctor whose medical opinion shall be conclusive and binding on the issue of the employee's physical or mental capacity to continue in the performance of duties. The employee and/or the Association shall approve the third physician or doctor from a listing provided by the District. The expense of any examination by an impartial third physician or doctor shall be borne by the District.
5. The District may remove employees from their duties if their physical or mental capacity renders them incapable of performing assigned duties. This condition will be deemed to exist if: (a) their performance substantially declines; and (b) a District appointed physician or psychiatrist concludes they are unable to continue their duties.
6. An extended absence from duty which does not qualify under any authorized leave policy may be considered abandonment of employment.
7. The employee shall provide upon District request additional verification of use of any leave provisions in accordance with applicable requirements in this Article.
8. Light duty assignments for employees who incur industrial or non-industrial injuries or illnesses shall be made at the discretion of the District. Said assignments shall be based on availability of work in light of the stated medical restrictions and/or the needs of the District/Department. For non-industrial illnesses or injuries, light duty assignments shall be based on the medical restrictions and the essential functions of the employee's regular work assignment. For both industrial and non-industrial injuries or illnesses, the District will explore reasonable accommodations **through the interactive process in a timely manner**. The assignment of light duty shall be done in a fair and equitable manner, and shall not exceed sixty (60) workdays.

Neither the Association nor the employee may file a grievance with respect to any issues regarding the assignment or non-assignment of light duty.

9. All classified employees are to report all absences except vacation to the absence/substitute management system. The hours for the absence shall be immediately deducted from the employee's account. All classified employees

(Ref. K 5.9)

shall be given an opportunity to review and certify their absence affidavit. In the event the employee does not sign within 10 days from the date of the absence, the District will post the absence and notify the employee of the necessary adjustment to the employee's payroll.

SICK LEAVE

1. Full-time employees shall accrue sick leave at the rate of one (1) day per month. Part-time employees shall accrue sick leave at the same rate, but on a pro-rata basis.
2. An employee exercising sick leave provision shall notify the Immediate Supervisor or designee of his/her need to be absent from service as soon as known by noting the absence in the absence/substitute management system, but in no event later than reasonable notice necessary to secure substitute services. The notification described herein shall also include an estimate of the expected duration of the absence.
3. An employee may use, in any calendar year, his or her sick leave to attend to the illness of a child, parent, or spouse.
4. The maximum leave an employee may use for the purposes set forth in paragraph three (3) above shall be that amount of leave said employee accrues in a six (6) month period pursuant to paragraph one (1) above.
5. Sick leave, as used in paragraph four (4) above is defined as accrued increments of compensated leave for the following absences: illness, injury, or medical condition of the employee (either physical or mental), obtaining professional diagnosis or treatment of a medical condition, or other medical reason such as pregnancy or obtaining a physical exam.
6. Any unused sick leave credit may be used by the employee for sick leave purposes without loss of compensation.
7. Employees shall be entitled to extended sick leave benefits for 100 working days to be paid at 50% of the unit member's salary each fiscal year provided the employee provides a written statement from his/her attending physician verifying the illness or injury. This verification must be provided before extended sick leave benefits shall be authorized. The 100 working days shall run concurrently with the unit member's regular sick leave for the first 24 days (based on a 12-month employee; these days shall be prorated based on employees working less than 12 months).

The remainder of the 100 working days shall not be utilized until after the employee has exhausted his/her regular sick leave. Vacation, holidays, and comp time shall not be included in the 100 working day period. Employees, at their election, may coordinate sick leave or vacation with the remainder of the 100 working days.

8. The Superintendent or designee may, where justified, direct the employee to be examined by a physician selected by the District at no cost to the employee. If the examination concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee may, after notice to the employee, refuse to grant further leave.
9. If an employee has exhausted his/her sick leave and/or has established a documented pattern of absences, that employee shall be considered to have abused his/her sick leave, provided said sick leave utilized cannot be substantiated, (for example, but not limited to, written proof from an attending physician).
 - a. The patterns of absenteeism referred to above shall include use of sick leave on or directly following paydays, before or after weekends and holidays, and repetition of same days off.
 - b. Personal necessity leave must be approved not less than two (2) workdays prior to the requested beginning date of the leave except that an employee shall advise the immediate supervisor at the earliest possible time for leave taken for any of the following reasons: (Note: Verification may be requested by the Immediate Supervisor):
 1. Serious illness of a member of the immediate family (as defined under Bereavement Leave).
 2. Accident involving the employee or the employee's property, or the Person or property of a member of the employee's immediate family (as defined under Bereavement Leave). This shall also include imminent Danger to the employee's home occasioned by a factor such as flood, fire or other natural disasters.
 3. A condition or circumstance beyond the control of the employee which makes it impossible for said employee to reach his/her place of assignment.
 - c. The Immediate Supervisor shall not be obligated to grant vacation in lieu of an initial request for personal necessity when the procedures for

requesting personal necessity have not been followed. All vacations must be approved in advance by the Immediate Supervisor and shall be uniformly enforced. In such cases, the employee's absence shall be considered unapproved "*Leave Without Pay*" (LWOP).

- d. When practical, each employee must call "in person" to report any absence for personal necessity or sick leave.
 - e. The Immediate Supervisor prior to imposing discipline for excessive absenteeism, tardiness or abuse of sick leave, shall counsel the employee. An employee shall be given an opportunity to review and explain his/her attendance record.
 - f. Where practical, medical appointments (including dental, physical therapy or counseling) shall be scheduled during non-working hours.
 - g. In the event that an employee, due to illness or injury, is absent in excess of five (5) consecutive workdays, or in the event an employee's work record reflects a history of brief but repeated absences due to illness, the Superintendent may require the employee to consult with and/or be examined by a physician appointed by the District and at District expense.
10. Verification of absence from duty due to illness or injury shall be provided to the District by all employees by notifying the absence/substitute manage system and in accordance with the general provisions of this Article. Normal verifications shall be made as follows:
- a. Verification of absence due to illness or injury shall be provided by the employee by means of a written statement verifying such absence. Such statement shall be submitted to the Immediate Supervisor of the employee on a form prescribed by the District.
 - b. Verification of absence due to illness or injury for a consecutive period of more than five (5) workdays may be required by means of a written statement from the attending doctor or physician.
11. The District shall make available to each classified employee: (a) his/her accrued Sick Leave total and (b) his/her Sick Leave entitlement for the year. Such information shall be provided no later than September 1 of each year. The District shall provide each site and/or department with a designated computer/kiosk for such use.

CATASTROPHIC LEAVE

1. A permanent bargaining unit member who suffers an illness or injury that is expected to incapacitate the employee for an extended period of time (in excess of ten (10) work days), or whose family member is incapacitated by an illness or injury which incapacity requires the employee to take time off from work for an extended period of time (in excess of ten (10) work days) to care for that family member, and taking said extended time off from work creates a financial hardship for the employee because he or she has exhausted all of his/her sick leave and other paid time off, shall become eligible to use the catastrophic sick leave plan subject to the restrictions and conditions outlined below.
2. Verification as to the existence of a catastrophic illness or injury in the form of a valid medical statement from the attending physician must be submitted to the Personnel Department before an employee can become eligible for any benefits under these provisions.
3. Once eligibility is verified in accordance with number 2 above, the transfer of accrued leave credits under these provisions shall be approved.
4. Request for donations to a specifically named unit member should be initially made at the site by the designated Coordinator on a form provided by the District. If a sufficient number of donations are not obtained for the unit member, then specified friends of the unit member should be contacted. If there is still an insufficient number of donations, then requests may be solicited district-wide.
5. Permanent employees may donate their sick time credits (maximum of two (2) days per school year) to any other permanent employee of the District.
6. The donating unit member must be permanent, not probationary or temporary.
7. The names of donors shall be kept confidential even to the donee.
8. The donations shall be utilized on a "first-donated, first received" basis. If all donated days are not used, the excess forms will not be submitted for sick leave deduction. The District shall not maintain a "bank" of "leftover" sick leave.
9. The maximum amount of time that donated leave credits may be used shall be thirty (30) work days. Approval for an extended period of time will be handled on a case-by-case basis.

MATERNITY LEAVE

1. Employees covered by this Agreement shall be entitled to use sick leave, as set forth in this Agreement, for disabilities caused by or contributed to pregnancy,

miscarriage, childbirth, and recovery therefrom. Sick leave shall not be used for child care, child rearing or preparation for child bearing.

2. The length of such maternity leave, including the date on which the leave shall commence and the date on which the employee's duties with the district are to be resumed, shall be determined by the employee's physician.
3. When sick leave has been exhausted, employees may be entitled to leave without pay. All fringe benefits may be extended at the employee's expense until the end of the school year, if approved by the insurance carrier. The date on which the employee shall resume duties shall be determined under Article XII, General Provisions, Sections 4 and 5.

MILITARY LEAVE

1. A unit member shall be entitled to any military leave mandated by law and shall retain all rights and privileges granted by law arising out of the exercise of said military leave.

INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

1. Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties.
2. An employee shall report any illness or job related injury on the appropriate District form to the Immediate Supervisor within twenty-four (24) hours of knowledge that the illness is an alleged industrial accident or illness. In order to qualify for Industrial Accident or Illness Leave coverage, an employee claiming such leave may be required to be examined by a physician identified by the District.

3. REQUIREMENTS

- a. Allowable leave shall be for not more than sixty (60) days in any one (1) fiscal year for the same illness or accident during which the employee would otherwise have been performing work for the District.
- b. Allowable leave shall not be accumulated from year to year.
- c. Industrial Accident or Illness Leave shall commence on the first day of absence.

- d. Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
 - e. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
 - f. Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Superintendent authorizes travel outside the state.
 - g. During any industrial paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.
 - h. Upon conclusion of this industrial leave, an employee may utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed one hundred percent (100%) of the employee's normal compensation.
- 4. An employee returning to service after an Industrial Accident or Illness Leave must present a release from the authorized physician certifying the employee's ability to return to his/her position classification without detriment to the employee's physical and emotional well-being (see Article XII, General Provisions, Section 5).
 - 5. In the event that an injured worker cannot return to his/her current classification, consideration shall be given for a medical transfer to a vacant position in a different classification provided he/she meets the minimum qualifications for the position.
 - 6. In order to be eligible for leave under this section, the unit member must previously have obtained permanent status with the District.

BEREAVEMENT LEAVE

- 1. The purpose of Bereavement Leave utilization shall be for the death of a member of the employee's immediate family. Members of the employee's immediate family are defined as mother, mother-in-law, step-mother, father, father-in-law,

step-father, husband, wife, registered domestic partner, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, sister, aunt or uncle, brother-in-law, sister-in-law, step-brother, step-sister, grandmother, grandfather, grandchild of the employee or grandchild of the spouse of the employee, or any relative living in the immediate household of the employee. In-law or step relationships above apply to spouse or registered domestic partners. Under extraordinary circumstances, the Superintendent may in his/her discretion grant Bereavement Leave in case of death outside the immediate family.

2. An employee shall be granted up to three (3) days bereavement leave for the death of a member of the employee's immediate family. However, an employee shall be granted five (5) days bereavement leave for the death of a spouse/child.
3. An employee exercising this leave of absence provision shall notify the Immediate Supervisor or the appropriate Associate Superintendent as soon as possible and indicate the expected duration of the absence.
4. If prolonged travel or extenuating circumstances is required, the employee may petition the Superintendent for up to two (2) additional days extension on this leave.
5. Immediately upon return to active service, the employee shall complete the appropriate absence form and submit it to the Immediate Supervisor.

All other language in Article XII will remain the same.

ARTICLE XV: TRANSFERS & VACANCIES

The following criteria shall be used in consideration of transfers:

1. The needs and efficient operation of the District.
2. The contribution the employee can make in the new position.
3. The qualifications, including the experience and recent training of the staff member compared to those of other candidates, for both the position to be filled and the position to be vacated.
4. The recommendation of the Immediate Supervisor to whom the employee is currently responsible, and the Supervisor where the vacancy exists.
5. The preference of the employee.

VOLUNTARY TRANSFERS

1. Any **permanent** employee covered by this Agreement may request a transfer to any school or location within his/her classification by submitting a request for transfer on the appropriate District form. Properly filed transfer requests shall be given administrative consideration and shall be valid ~~for one (1) year from date~~ **through June 30th of the fiscal year** submitted to Personnel Services.
2. In the event there are requests for transfer on file for a vacancy, the Immediate Supervisor shall be required to interview all employees who have transfer requests on file.
3. The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the employee in writing at any time prior to official notification of transfer approval.
4. The appropriate Associate Superintendent shall give the employee and the Supervisor(s) official notification of the disposition of the voluntary transfer request.
5. ~~Whenever possible,~~ Vacancies that occur ~~will~~ **shall** be brought to the attention of employees who have filed a request to transfer. If the District does not hear from the employee within seven (7) days it will proceed to fill the position. Information regarding vacancies that occur will be made available to interested employees by contacting Personnel Services.

All other language in Article XV will remain the same.

ARTICLE XVI: RECLASSIFICATION

1. Reclassification is defined as a gradual accretion or sudden permanent change of duties and responsibilities which have been assigned by the District and are new to the current job description of the position.

Position reclassification is neither a reward to a unit member for excellent performance or high seniority within a job description.

Reclassification is not appropriate based solely on increased volume of work, excellent performance of job duties, seniority or unusual/unique skills of the member unless the position requires such use of skills.

2. If a unit member believes that his/her position is in need of a review, the appropriate request form shall be completed by the employee and submitted to

(Ref. K 5.17)

the employee's Immediate Supervisor for comments from September 1 through October 15. The employee shall also submit a Reclassification Notification form to the Personnel Department by October 16. The supervisor shall forward the completed form to the Department Head by November 1 for review and comments. The Department Head shall forward the completed form to the Administrator of Personnel by November 15.

3. Upon receipt of the request by the Administrator of Personnel Services, copies of the request(s) shall be forwarded to the Association and a meeting shall be scheduled by January 15. Such meeting shall include the unit member, his/her immediate supervisor, Association representative(s), and the Administrator of Personnel and/or his/her designee.
4. Following the meeting referenced in paragraph three (3) above, the Administrator of Personnel Services shall have until February 1 to submit his/her findings. If the employee is not satisfied with the findings of the Administrator of Personnel, he/she may appeal to the Reclassification Appeal Committee by February 15. The committee shall consist of two (2) members of CSEA, two (2) members of the District and one member mutually selected by both parties from a mutually agreed upon list, with approval by majority vote. The list will be established by August 1st of each school year. The Committee shall meet once all reclassification appeals have been received. The decision of the Committee shall be final and binding.
 - a. **Any employee that files an appeal with the Reclassification Appeal Committee shall receive from the Administrator of Personnel Services copies of the completed Reclassification packet 10 days prior to the Reclassification Appeal Meeting.**
5. Reclassification of a position shall become effective as of October 16th of the school year the reclassification paperwork is submitted.
6. Incumbents of positions who have been in a class that has been reclassified shall be reclassified with their position.
7. An employee who has requested a reclassification review shall be ineligible for subsequent reclassification with his/her position for a period of at least one (1) year from the initial request. An employee who has been reclassified with his/her position shall be ineligible for subsequent reclassification for a period of at least two (2) years from the initial action.
8. An employee who receives a reclassification to a higher classification shall be placed on the same step of the new salary range that the employee was on in the previous classification. Additional advancement will thereafter occur on the

employee's anniversary date.

9. Any decisions made pursuant to this article shall not be subject to either the District Policy Procedure or Grievance Procedure of this Agreement.
10. ~~Either party may reopen this article during the 2018-2019 Reopener Negotiations. The reopening of this article shall not count against the provisions of Article XXV, Section 2 of the collective bargaining agreement.~~

ARTICLE XVII: RELEASED TIME

1. The District shall provide a reasonable amount of release time for no more than seven (7) persons for the purpose of participating in contract negotiation sessions. ~~The team spokesperson may designate alternates to replace absent representative(s).~~
2. The District will release Association representatives for the purposes indicated below:
 - a. For the purpose of meeting and negotiating - a maximum of fifty-six (56) hours for each of the seven (7) Association representatives.
 - b. For the processing of grievances - a maximum of sixty-four (64) hours for the Association Representatives.
 - c. The District shall grant paid leave up to a maximum of three hundred sixty (360) hours per calendar year to Association officials for the purpose of attending Association conferences and meetings.
3. Beyond Level I, time off (in 2b above) shall be limited solely to representing a grievant in a conference with a management person. In no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.
4. The above work hours are the maximum amount of time that the District will release Association Representatives in any one school year. The Association may purchase additional released time for its Representatives not to exceed eighty (80) additional hours per year. The Association will pay the District the current substitute's rate for any time used under this provision.
5. This released time will require prior approval of the Superintendent. In no cases will this released time be approved for periods of less than one (1) hour in any workday. Meetings of less than thirty (30) minutes held at the worksite shall not be charged against this Article.

6. Release time utilized at the request of the District and approved by the Superintendent/Designee shall not be deducted from the above referenced days.

ARTICLE XVIII: VACATIONS

1. All employees shall earn paid vacation time under this Article. Part-time employees shall accrue vacation privileges on a pro-rata basis.
 - a. Full-time employees shall earn vacation privileges at the rate of eight (8) hours per month worked for the first five (5) years of employment.
 - b. Full-time employees shall earn vacation privileges at the rate of ten (10) hours per month worked beginning the sixth year of employment and continuing through the tenth (10) year of employment.
 - c. Full-time employees shall earn vacation privileges at the rate of twelve (12) hours per month worked beginning the eleventh (11) year of employment and continuing through the fifteenth (15) year of employment.
 - d. Full-time employees shall earn vacation privileges at the rate of fourteen (14) hours per month worked beginning the sixteenth (16) year of employment.

Changes to the rate and term of vacation earned shall begin on the employee's anniversary date following July 1, 2016.

2. Permanent twelve (12) month employees are expected to take their vacation during the year earned. For the purpose of planning, twelve month employees will submit a tentative vacation calendar to their supervisor/administrator for approval by June 1st for the following school year. Where an employee is denied vacation, the District shall provide a written reason. If the employee believes the reason is not justifiable, he/she may appeal to the Director of Personnel. If the employee is denied by the Director of Personnel and agreement cannot be reached between the Director and the employee regarding scheduling of vacation during the current school year, the employee may roll the denied vacation time to the following year, subject to paragraph 3.
- ~~3. Prior fiscal year vacation time, in excess of five (5) days, will not be carried past September 30 without prior written approval of Personnel Services. The Employee shall submit a mandatory vacation plan by November 1st in cases where the employee's accrued unused vacation exceeds the above five (5) days, subject to District approval. Approval shall not be unreasonably withheld. If the~~

~~District does not approve such plan, the District shall establish a mandatory vacation plan by November 15th.~~ Effective July 1, any vacation in excess of the employee's current year accrual plus the five (5) vacation days allowed to be carried over into the new fiscal year shall be paid out at the employee's regular rate of pay. The vacation payout payment would be processed on the 2nd payroll of August subsequent to the fiscal year end.

With prior written approval from Personnel Services, an employee's excess vacation may exceed five (5) days as listed in Item #3 above. The employee shall submit a mandatory vacation plan prior to June 15th that includes the specific date/dates and reason for more than five (5) days to be carried into the next fiscal year.

4. Employees working less than twelve (12) month assignments shall take vacation during spring and winter vacations. Any remaining balance or portion thereof may be taken during the school year with the prior approval of the site administrator. All such requests must be submitted not less than five (5) workdays prior to the requested beginning date of the vacation. The District shall pay for any remaining vacation balance at the end of the school year.
5. No employee working less than twelve (12) months may work during spring or winter vacation without receiving prior approval from Personnel Services.
6. No probationary employee may take vacation prior to the time it is earned, unless otherwise authorized in writing by the District.
7. All vacation requests must be approved in advance by the Immediate Supervisor.

ARTICLE XX: HEALTH & WELFARE BENEFITS

1. The District shall, for the duration of the Agreement, continue to make available and assume the cost of maintaining the current level of group health, dental, vision, and life insurance benefits subject to the following provisions:
 - a. Notwithstanding any other provisions set forth herein, any unit member who has a regular work assignment of four (4) hours or more per day shall be entitled to group health, dental, and vision coverage on a pro rata basis.
 - b. Medical insurance will be provided for unit members, spouses, dependents, and domestic partners. Effective July 1, 2016, the lowest cost medical plan offered by the District shall serve as the soft-cap, and represents the maximum District contribution towards medical plans. The

lowest cost health plan shall constitute a ten (10) dollar office visit co-payment, a fifty (50) dollar emergency room payment, a ten (10) dollar co-payment for generic prescriptions, and a twenty (20) dollar co-payment for brand name prescriptions.

Effective July 1, 2017, the lowest cost health plan shall constitute a fifteen (15) dollar office visit co-payment, a fifty (50) dollar emergency room payment, a fifteen (15) dollar co-payment for one hundred day supply of generic prescriptions, and a thirty (30) dollar co-payment for one hundred day supply of brand name prescriptions.

The District shall not implement an insurance plan less expensive than the Kaiser Foundation Health Plan provided to Association members unless the level of benefits is the same or greater than the Kaiser Foundation Health Plan provided to Association members as of the date of implementation. Prior to implementation, a comparison of the plans shall be provided to the Health & Welfare Committee and the Association Executive Board for consideration and the District shall provide the Association the opportunity to meet and consult regarding the plan.

The District further agrees to maintain the Kaiser Foundation Health Plan as an insurance carrier option for all of the classified employees.

- c. Dental insurance, to a maximum of \$2,500 (in network) and \$2,000 (out of network) for unit members, spouses, dependents, and domestic partners. Orthodontia coverage for unit members, spouses, eligible dependents, and domestic partners shall be up to \$1,500. The out of network deductible shall be \$100.
- d. Vision coverage for unit members, spouses, dependents, and domestic partners at the current level of service. Unit members who choose to see an optometrist/ ophthalmologist outside of the health plan for an eye exam may choose to enroll in the buy-up plan.
- e. Group term life insurance coverage for unit members who have a regular work assignment of four (4) hours or more (\$50,000 with Accidental Death and Dismemberment).
- f. Eligible unit members are required to sign up for medical, dental, vision and life insurance plans within thirty (30) days of eligibility. After initial enrollment any change in life status, i.e. marriage, divorce, birth, or adoption of a child must be made within thirty (30) days of the occurrence. If the unit member does not sign up within thirty (30) days, the plans will go into effect the next available enrollment opportunity.

- g. A "soft-cap" is the maximum District contribution toward medical plan premiums provided to Association members, which will change if there is a change to the cost of the lowest cost medical plan premium offered by the District to Association members.
2. Any employee in the bargaining unit who is on a District-paid health plan is eligible to receive the same health benefits as regular employees after retirement under the following conditions:
- a. Employee has attained the age of fifty-five (55) years with fifteen (15) or more years of service as an employee of the District.
 - b. Employee will be receiving monthly retirement benefits from the Public Employees Retirement System.
 - c. Individual was an employee of the District immediately prior to going on retirement.
 - d. Coverage under a District-paid health plan will terminate when the retired employee reaches his/her 65. birthday.
 - e. A retiree on the District-paid health plan who moves out of the area serviced by that plan and thereafter obtains another plan, shall be eligible to have an amount equal to the monthly premium for the newly obtained plan (but in no case greater than the unit cost for the District's Kaiser Health Plan) credited towards his/her monthly premium. The benefit shall terminate when the retired unit member reaches his/her 65. birthday.
 - f. When a retired employee who has been covered under a District-paid health plan reaches his/her 65. birthday, the retiree may continue benefit coverage for the employee and dependents at the group rate provided. The retiree will be responsible for submitting payments for health plan premiums to the Employee Benefits Office of the District on the time schedule established by the District. This shall be done at no cost to the District.
 - g. Retired employees receiving benefits under the foregoing plan may add eligible dependent coverage during open enrollment by submitting a monthly check to the District in sufficient time to accompany the District premium warrants.

3. Effective July 1, 2015, any regular employee with less than 15 years of service who is on a District Health Plan at retirement is eligible to remain a member of the group health plan after retirement for up to one (1) year under the following conditions:
 - a. Retired employees must have completed five (5) years of service with the District.
 - b. Retired employees must be receiving monthly retirement benefits from the Public Employees Retirement System.
 - c. Retired employees will be responsible for submitting payments for health plan premiums to the Risk Management/Benefits Office of the District on the time schedule established by the District.
4. All of the above provisions are subject to the approval of the insurance carrier. The District shall have authority to select insurance carriers, provided, however, that it shall not unilaterally change carriers or implement a self-insurance plan unless the same or a greater level of benefits is maintained. Prior to implementing such a change, the District shall provide a comparison of the plans to the Health & Welfare Committee and the Association Executive Board for consideration and shall provide the Association an opportunity to meet and consult in regard to the selection of a new carrier or a self-insurance plan or group.
5. A Health and Welfare committee comprised of three (3) Association representatives, **which shall represent thirty-three percent of the voting members of the committee**, and ~~three two~~ (32) District representatives shall be convened at least quarterly for the purpose of reducing medical costs by reviewing alternative health plans and other avenues of medical cost containment.
 - a. The Health and Welfare Committee shall discuss the issue of health benefits for retirees to age 675 (~~pursuant to newly published Social Security regulations~~) and make a recommendation for consideration by the full negotiation team.
 - b. **Recommendations made by the Health and Welfare Committee shall be made by consensus. Failure to reach consensus will result in a vote of the total voting members of the Committee. At least one (1) member of each constituent group must vote on the prevailing side.**

6. Unit members married to, or in a domestic partnership with other District employees shall enroll in one District medical plan shall have a choice of the following options:
 - a. If plan selected has an employee contribution, the employee will have the choice of the District paying the contribution or to receive reimbursements for out of pocket expenses, including all co-pays and/or prescriptions or other medical reimbursements incurred during the school year, up to the amount of the highest available employee contribution.
 - b. If the plan selected has no employee contribution, they shall receive medical office co-pays and or prescriptions reimbursement for expenses incurred during the school year, up to the amount of the highest available employee contribution.
 - c. Any difference between the highest available employee contribution excludes PPO) and the actual contribution for the plan selected shall be provided as reimbursement for out of pocket expenses, including all co-pays and/or prescriptions or other medical reimbursements incurred during the school year, up to the amount of the highest available employee contribution.
 - d. The employee shall provide receipts for reimbursements within thirty (30) days of incurring the expense. This benefit shall not accumulate from year to year.
 - e. Unit members married to or in a domestic partnership with another employee who have separate medical plans as of June 30, 2015 and decide to keep separate plans will be grandfathered with those plans.

All other language in Article XX will remain the same

ARTICLE XXII: PAY AND ALLOWANCES

1. Effective July 1, ~~2018~~ 2019, the existing ~~2017/2018~~ 2018/2019 classified salary schedule shall be adjusted upward to reflect a 32% increase and a one-time salary increase of 2% off the salary schedule. ~~The 2% retro will be on the base salary.~~ Effective July 1, 2017, the salary schedule will be leveled to reflect a 5% increase between steps and 2.5% between ranges.
2. If a greater salary increase or other compensation is granted to management, supervisory or confidential personnel, or any other employee representative organization, excluding certificated substitute employees, the District shall grant the same increase to CSEA, retroactive as appropriate. A salary increase granted

(Ref. K 5.25)

to CSEA pursuant to this paragraph shall not be implemented until salary negotiations are finally settled with CSEA for the school year(s) at issue.

3. The anniversary date for all personnel employed after July 1, 1967, shall coincide with the original date of employment. However, all unpaid leaves of absence, other than sick leave, shall not count towards step advancement on the salary schedule. When such leaves are taken, the Personnel Services Administrator, shall adjust the employee's anniversary date to reflect the period of absence.
4. An appointment made between the first and fifteenth day of the month shall be considered as effective on the first day of that month. Later appointments shall be considered effective at the beginning of the next month.
5. ~~Regular full-time~~ Employees will receive additional longevity pay on the basis of years of service in the following manner:
 - a. After completion of the 10th year of service - ~~\$60.00~~ 69.00 per month.
 - b. After completion of the 15th year of service - ~~\$80.00~~ 92.00 per month.
 - c. After completion of the 20th year of service - ~~\$100.00~~ 115.00 per month.
 - d. After completion of the 25th year of service - ~~\$120.00~~ 138.00 per month.
 - e. After completion of the 30th year of service - ~~\$140.00~~ 161.00 per month.
 - f. After completion of the 35th year of service - ~~\$160.00~~ 184.00 per month.
 - g. ~~These bonuses will be prorated for part-time employees.~~
 - h. The longevity increments shall be a flat dollar amount added to the employee's regular monthly salary.
 - i. **Starting with the 2020/2021 school year, longevity increments will be increased by the same amount applied to the classified salary schedule. These increases will be effective the same date the salary increase is effective.**
6. Employees authorized by the District to use their personal automobiles in the performance of their duties shall be reimbursed for mileage at the rate established by the Internal Revenue Service. A change in rate shall be effective the first day of the month following notice received from the Internal Revenue Service.

7. The following employees shall be required to wear uniforms and/or footwear during the performance of their duties and shall therefore be entitled to the indicated cleaning and/or maintenance allowance except in cases wherein the District provides said cleaning and maintenance services:
 - a. Bus drivers - twenty dollars (\$20.00) per month uniform allowance.
 - b. Mechanics, Grounds, Maintenance, Warehouse, Mail Room, Print Shop, Custodians, Information Technology and Nutrition Services personnel excluding clerical unit members - twenty dollars (\$20.00) per month uniform allowance.
 - c. Mechanics, Maintenance, Warehouse, Nutrition Service, District Security Officers, and Grounds personnel excluding clerical unit members - fifteen dollars (\$15.00) per month shoe allowance. Wearing of the designated safety shoe shall be mandatory.
 - d. District Security Officers - fifty dollars (\$50.00) uniform allowance per qualifying month of service not to exceed \$600.00 annually.
8. **Staff receiving a Bilingual stipend and Special Needs (toileting and diapering if not in their job description) shall be paid a monthly stipend at the rate of 2.75% of the unit member's base salary.**
9. **Staff receiving a Special Needs stipend (toileting and diapering if not in their job description) shall be paid a monthly stipend at the rate of 3% of the unit member's base salary.**

ARTICLE XXIII: PROFESSIONAL GROWTH INCREMENT

1. Employees shall be eligible to apply for professional growth increments upon successful completion of twelve (12) semester units (a minimum of 288 class hours) of course work. An employee applying for a professional growth increment shall submit transcripts or other proof of course work acceptable to the District, as part of the application for the increment.
2. In order to be eligible for increment credit, courses must be on the approved list in Appendix D during time of employment with the District. Such courses shall be taken during non-duty hours and at the employee's expense.
3. The District, in its sole discretion, may approve courses unrelated to the employee's present job assignment in extraordinary cases where a benefit to the District is anticipated through a future change in the employee's assignment.

4. In the event approval of a particular course is denied, the employee shall have the right to appeal to the Professional Growth Committee, which shall consist of five (5) District employees, three (3) selected by the Association and two (2) by the District, and the Assistant Superintendent, Personnel Services, serving in an advisory capacity. The appeal must be filed with the Assistant Superintendent, Personnel Services, within ten (10) calendar days after the employee receives notice of the denial. The Committee shall evaluate the proposed course and make a recommendation to the Assistant Superintendent, Personnel Services, who shall make a final decision and notify the employee within ten (10) calendar days after receiving the Committee's recommendation.
5. Units must be earned at accredited colleges, universities, trade schools or a District-approved adult education program.
6. In order to receive increment credit, the employee must complete the course with a grade of "C" or better, or a "pass" grade.
7. A total of four (4) professional growth increments of \$350.00 annually (maximum of \$1,400.00) may be achieved through voluntary participation in the professional growth program.
8. Professional growth increments may not be awarded more frequently than ~~every two (2)~~ once per years to any individual employee.
9. The professional growth increment shall be implemented on the first day of the month following approval of the employee's application, payable, in equal installments over a period of one (1) year. For example, a ten-month employee shall be paid at the rate of \$35.00 per work month for each increment.
10. ~~Three units of professional development credit will be given to Nutrition Service Workers upon verification of certification if properly requested in advance.~~

NUTRITION SERVICES WORKER CERTIFICATION

1. The requirement to obtain an approved food safety certificate (SERV/SAFE) pursuant to the applicable provisions of AB1978 shall apply to all Nutrition Service Worker III's, and Lead Nutrition Service Workers.
2. The requirement shall not apply to Nutrition Service Worker II's and/or the Nutrition Services Production Expeditor. However, any employee applying for a promotion or requesting a temporary assignment to a vacant position requiring the certificate must meet the minimum qualification of possessing the certificate prior to being promoted or reassigned.

3. All employees shall be responsible for any initial cost in obtaining the initial SERV/SAFE certification.
4. Certification classes will be held annually by the District with a minimum enrollment of ten (10) students. Except as provided in paragraph three (3) the District shall be responsible for the cost of certification.
5. Employees may seek training from any State approved provider.
6. Employees are responsible for the cost of out of District training, testing, and certification.
7. Employees will be required to be re-certified when their SERV/SAFE certification expires.
8. Food Safety (SERV/SAFE) re-certification refresher training will be offered by the District. The certification cost will be paid by the District. Classes held for certification and re-certification will be held on the employees own time.
9. **Three units of professional development credit will be given to Nutrition Service Workers upon verification of certification if properly requested in advance.**

All other language in Article XXII will remain the same.

ARTICLE XXV: TERM OF AGREEMENT

1. This Agreement shall remain in full force and effect up to and including June 30, ~~2016-2022~~, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than April 15, ~~2016~~ **2022**, of its request to modify, amend, or terminate the Agreement.
2. Notwithstanding the provisions of paragraph 1 above, the District and/or the Association may re-open negotiations for the ~~2014/2015~~ **2020/21** and ~~2021/2022~~ **2015/2016** school years for purposes of salary, health and welfare benefits and two (2) Articles, per party, of this Agreement unless mutual agreement as to additional Articles is reached.

EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this 3rd day of October, 2019, which shall commence July 1, 2010:

FOR THE ASSOCIATION:

Christine Acosta

Christine Acosta,
Mail Room Specialist

Myesha Kennedy

Myesha Kennedy,
CSEA Labor Relations Representative

Diana Silva

Diana Silva,
Technology Support Technician III

Todd Tapia

Todd Tapia,
Security/Surveillance System Technician

Wyatt Bareswill

Wyatt Bareswill,
Technology Support Technician III

FOR THE DISTRICT:

Rhonda Kramer

Rhonda Kramer
Lead Personnel Agent

Derek Harris

Derek Harris, Lead Risk Management
& Transportation Agent

Daniel Distrola

Daniel Distrola,
Agent: Purchasing Services

Les Alex

Les Alexander,
Agent: Maintenance & Operations

Raul V. Maciel

Raul Maciel,
Network Services Manager



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education
FROM: Cuauhtémoc Avila, Ed.D., Superintendent
ITEM: RESOLUTION NO. 19-20-26

RESOLUTION NO. 19-20-26 RESOLUTION OF THE BOARD OF EDUCATION OF THE RIALTO UNIFIED SCHOOL DISTRICT

COMMITMENT TO ENVIRONMENTAL SUSTAINABILITY

October 23, 2019

WHEREAS, Rialto STEM CARES uses locally relevant environmental issues to inspire students to think globally and act locally to improve their community and their world; and,

WHEREAS, we believe that all citizens have a responsibility to be environmental stewards; we strive to integrate sound environmental principles and practices both in and out of the classroom; and,

WHEREAS, we promote green school ideals to conserve natural resources, reduce our operational impact on the environment, and protect the health of students, staff, and community; and,

WHEREAS, we believe that there is broad scientific consensus that human activities contributing to the increase in greenhouse gas emissions, pollution, and the loss of habitat, are the dominant cause of these environmental challenges; and,

WHEREAS, these environmental challenges are non-partisan, and that local, state, and national policies should be guided by the best available science; and,

WHEREAS, these environmental challenges are becoming an increasing threat to human existence locally and globally, and are intricately linked to social justice and equity issues; and,

WHEREAS, while these environmental challenges impact all people, they disproportionately affect the most vulnerable and marginalized populations, and they disproportionately impact all young people and all future generations, which are the Next Generation Science Standards for California Schools, the California Health Education Standards, the California History-Social Science Standards, the National Science Teachers Association, the California Science Teachers Association, the California Teachers Association, and the California Legislature; and,

WHEREAS, Rialto sits at the base of the San Bernardino Mountains in the Inland Empire of Southern California, the environmental concerns in Rialto are common of a growing community; they include water conservation and contamination, air quality, land use applications, zone changes, industrial and residential development, food scarcity and public health concerns related to access to fresh fruits and vegetables.

(Ref. K 6.1)

WHEREAS, the global impact, urgency, and magnitude of these environmental challenges calls for leadership in all sectors of society, all institutions and all elected leaders; and,

WHEREAS, California state legislators have enacted policies and guidance directed toward a reduction in overall ecological footprint as they related to facilities and operations, prioritizing environmental education in curriculum and instruction, and advocating for children spending time outdoors (see examples in Addendum A); and,

WHEREAS, the Rialto Unified School District with 33 facilities, 2700 employees, 25,216 students, has a significant ecological footprint, and responsibility to minimize its environmental impact, demonstrate leadership, and provide education and actionable solutions that students and employees can engage in to address the environmental challenges.

NOW, THEREFORE, BE IT RESOLVED that the Rialto Unified School District's Board of Education supports the commitment to align with the overall goals of STEM CARES and shall support the STEM CARES Committee that is responsible for assisting with the environmental sustainability plan that takes the following action with the purview of the District:

- Continuation and expansion of California's Green Schools practices for environmentally-sustainability campuses and operations to reduce the District's ecological footprint and protect the health of students and employees;
- Implementation of curricular and educational opportunities such as environmental literacy curriculum, integration of education for sustainability principles and pedagogy;
- Installation of living schoolyards and school gardens at every school as hands-on learning tools that promote stewardship, social and emotional development, good nutrition, and teach to standards; and
- Community engagement day(s) and activities that are dedicated to raising awareness, advocating, and taking action on environmental challenges; establishment of partnerships with local community groups, business leaders, nonprofit organizations, and government agencies to support and increase sustainability initiatives in its schools.

APPROVED, PASSED AND ADOPTED this 23rd day of October, 2019, by the Rialto Unified School District Board of Education in San Bernardino County by the following vote:

Ayes: _____ Noes: _____ Absent: _____ Abstained: _____

I certify under penalty of perjury, the foregoing statement to be true and correct.

Cuahtémoc Avila, Ed.D.
Secretary, Board of Education

Edgar Montes, President

Nancy G. O'Kelley, Vice President

Dina Walker, Clerk

Joseph Ayala, Member

Joseph W. Martinez, Member

Submitted by: Juanita Chan and Ed D'Souza, Ph.D.
Reviewed by: Kelly Bruce

(Ref. K 6.2)



Rialto Unified School District

Board Date: October 23, 2019

TO: Board of Education
FROM: Cuauhtémoc Avila, Ed.D., Superintendent
ITEM: **RESOLUTION NO. 19-20-27**

**RESOLUTION NO. 19-20-27
RESOLUTION OF THE BOARD OF EDUCATION OF
THE RIALTO UNIFIED SCHOOL DISTRICT**

RECOGNIZING LESBIAN, GAY, TRANSGENDER, QUEER (LGBTQ) PRIDE MONTH

October 23, 2019

WHEREAS, June is a time to celebrate our dynamic LGBTQ community, raise awareness of quality services, and foster a dialogue to promote healthy, safe, and prosperous school climates and communities for all; and

WHEREAS, California state law addresses discrimination, harassment, intimidation, and bullying towards LGBTQ youth, there have been numerous studies indicating the inequities experienced by the LGBTQ community, including poverty, homelessness, school harassment, physical assault, domestic violence, hate crimes, mental health issues, and substance abuse concerns; and

WHEREAS, bullying in schools is a serious matter that impacts student health and safety, and aims to develop engaged students, healthy families, safe schools, and strong communities; and

WHEREAS, according to the National LGBT Health Education Center, suicide risk in LGBTQ youth is thought to be highest during the teen years. In 2015, more than 4.5 times as many LGB-identified high school students (29.4%) reported attempting suicide in the past 12 months compared to non-LGB students (6.4%); and

WHEREAS, there is a need to focus on localized efforts that support LGBTQ youth including student and school resources that focus on positive behavioral interventions and support, resources on school climate that address bullying and parent engagement, as well as tools for student health and wellness; and

WHEREAS, The Courage Campaign, which is Rialto's Bullying Prevention Initiative, was created to include all stakeholders with the goal of educating our community on the power of kindness and courage. The outcomes include improving the process for reporting incidents of bullying, strengthening the prevention model and increasing the strategies used for intervention in order to provide physically and emotionally safe campuses for every student:

(Ref. K 7.1)

NOW, THEREFORE, BE IT RESOLVED, that the RIALTO UNIFIED SCHOOL DISTRICT Board of Education and Superintendent of Schools proclaim June 2020 as LGBTQ Month to inspire equity, create alliances, celebrate universal diversity, and establish safe environments in our schools and communities throughout the county.

APPROVED, PASSED AND ADOPTED THIS 23RD day of October, 2019, by the Board of Education of the Rialto Unified School District of San Bernardino County by the following vote:

AYES _____ NOES _____ ABSENT _____ ABSTAINED _____

Edgar Montes, President
Rialto USD Board of Education

Dr. Cuauhtémoc Avila
Superintendent of Schools



Rialto Unified School District

Board Date: October 9, 2019

TO: Board of Education
FROM: Cuauhtémoc Avila, Ed.D., Superintendent
ITEM: **RESOLUTION NO. 19-20-28**

**RESOLUTION NO. 19-20-28
RESOLUTION OF THE BOARD OF EDUCATION OF
THE RIALTO UNIFIED SCHOOL DISTRICT**

**PROCLAIMING THE SECOND MONDAY OF OCTOBER
AS INDIGENOUS PEOPLES' DAY**

October 23, 2019

WHEREAS, the Rialto Unified School District Board of Education ("board"), recognizes that the Indigenous Peoples of the lands that would later become known as the Americas have occupied these lands since time immemorial; and

WHEREAS, the Board values the many contributions made to our community through Indigenous Peoples' knowledge, labor, technology, science, philosophy, arts and the deep cultural contribution that has substantially shaped our district; and

WHEREAS, the Board has established that each and every student is to be celebrated and appreciated for the district and vibrant contributions made by sharing cultures, language, ideas, beliefs and values within a school community; and

WHEREAS, the Board recognizes the fact that the Rialto School District is built upon the homelands and villages, and traditional use areas of the Serrano and others who may have preceded them, without whom the development of this area would not be possible; and

WHEREAS, the Rialto Unified School District ("District") through its Strategic Plan is committed to creating safe and engaging learning environments and universal diversity and appreciation of culture, class, language, ethnicity and other differences; and

WHEREAS, the District promotes closing the opportunity gap for Indigenous Peoples and eliminating the racial achievement gap and disproportionality in all aspects of education.

(Ref. K 8.1)

WHEREAS, the idea of Indigenous Peoples' Day was first proposed in 1977 by delegation of Native Nations to the United Nations; and

NOW, THEREFORE, BE IT RESOLVED that the Rialto Unified School District Board of Education proclaims every second Monday of October, as Indigenous Peoples' Day. The District shall encourage staff to utilize the second Monday in October, as an opportunity to reflect upon the ongoing struggles of Indigenous people of this land, to celebrate the thriving cultures and values of the Indigenous Peoples of our region, and to stand in solidarity with Indigenous Peoples elsewhere. Appropriate District's calendars and websites shall reference the second Monday of October, as Indigenous Peoples' Day. The struggles and achievement of Indigenous Peoples contributed profoundly to the culture and community of the District. The District affirms the contributions and reaffirms its ongoing commitment to building awareness and an inclusive society.

The Board of Education strongly encourages our staff community to observe, recognize, and celebrate the culture, heritage, and contributions of Native Americans to our country, our state, our cities, and our schools.

APPROVED, PASSED AND ADOPTED THIS 23RD day of October, 2019, by the Board of Education of the Rialto Unified School District of San Bernardino County by the following vote:

AYES _____ **NOES** _____ **ABSENT** _____ **ABSTAINED** _____

Edgar Montes, President
Rialto USD Board of Education

Dr. Cuauhtémoc Avila
Superintendent of Schools

Submitted and Reviewed by: Darren McDuffie, Ed.D.

(Ref. K 8.2)

BELIEFS

- Everyone has unique talents
- There is boundless power in all of us
- All people have equal inherent worth
- Diversity is strength
- Each person deserves respect
- High expectation inspires to high achievement
- Risk is essential for success
- Common and individual interest are reciprocal
- Integrity is critical to trust
- Honest conversation leads to understanding
- Music is the universal language
- A strong community benefits all of its members
- Everyone can contribute to the good of the community

PARAMETERS

- We will make all decisions in the best interest of students
- We will honor the worth and dignity of each person
- We will hold the highest expectations of everyone
- We will assert the unlimited potential of every student
- We will practice participatory decision-making throughout the district
- We will not allow the past to determine our future

Back Cover Photographs

TOP LEFT: *The Great California Shake Out* was held on Oct. 17, 2019, at 10:17 a.m. This annual exercise is performed within the State's area school districts and government agencies, practicing the *drop, cover and hold* routines in case of a major earthquake. Our cameras caught up with Carter High School students, who, although were outside, waiting for the school's College Fair to start, took orders on the schoolwide intercom, seriously. The thumbs-up and smiles indicated the students' preparation skills were on point.

TOP RIGHT: *Kucera Middle School* teacher, **Mr. Cedeño** (far left) was practicing a science lesson plan with his class, as Kucera Middle School **Principal, Ms. Dominguez** (far right) viewed a student's work.

BOTTOM: *Werner StarBots...* Donning their science jackets, Werner Elementary School science students displayed their STEM/robotics booth at the 11th Annual Parent Summit. **The Werner StarBots** will be competing soon.



Rialto Unified School District is a nationally recognized Green District, focusing on the safety, academics, and the health and welfare of our all our students and staff.

